



ONLINE PAYMENT TERMS OF USE

OTR Capital, LLC accepts the following cards:

- ✓ American Express
- ✓ MasterCard
- ✓ Visa
- ✓ Discover

The OTR Online Payment Terms constitute a contract between you and OTR Capital, LLC (“OTR”). By utilizing OTR’s online payment services you must accept and agree to all of the following terms and conditions:

I. TERMS OF SERVICE. You (User) hereby authorize OTR to initiate a charge or debit entry on my credit card, debit card or deposit account (as applicable) for the total amount due for each invoice(s) for the services provided to User by OTR. I acknowledge that the origination of a charge or debit entry to User’s account must comply with the provisions of U.S. law. If payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For debits to User’s checking/savings account, User understands that because these are electronic transactions, these funds may be withdrawn from my account as soon as the transaction is processed.

In the case of a transaction being rejected for Non-Sufficient Funds (NSF) User understands that OTR may, at its discretion, attempt to process the charge again within thirty (30) days, and agree to an additional 2.5% charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. User further authorizes OTR to initiate a charge or credit as necessary to correct any prior overpayment or underpayment of any invoice(s) or any other charge or credit effected under this or prior authorization(s).

Any attempt to defraud OTR through the use of credit/debit cards or other methods of payment, or any failure by you to honor any charges or requests for payment will result in immediate termination of your account and civil and/or criminal prosecution. User agrees to maintain balances sufficient to pay all requested payments, and agrees that OTR is not liable for any overdraft or insufficient fund situation or charge (including, but not limited to, finance charges, late fees or similar charges) caused by User’s failure to maintain funds sufficient to pay all payments issued through OTR’S online payment services.

User agrees to promptly notify OTR in writing of any changes to the financial institution account information and hereby grant authority for OTR to charge or debit such changed account. User agrees that OTR will not be responsible for any expense that User may incur from exceeding credit limit or overdraft of User account as a result of a charge or debit made pursuant to this recurring payment program.

By using OTR Capital, LLC’s online credit card payment services you accept and consent to your personal data being provided to the Service Provider for sole purpose of offering and administering the online payment. We respect the privacy of every individual who visits our site. The OTR website has security measures in place to protect the loss, misuse and alteration of the information under our control. OTR Capital, LLC’s Terms and Conditions for online credit card payments are subject to change at any time. Each transaction shall be subject to the specific Terms and Conditions that were in place at the time of the transaction. Important security note: Never transmit credit card information by e-mail. If you have any questions on billing or credit/debit card charges, please contact OTR at (770) 882-0124.

II. REPRESENTATIONS & WARRANTIES. You represent and warrant to us that: **(a)** you are at least eighteen (18) years of age; **(b)** you are eligible use the OTR Online Payment services and have the right, power, and ability to enter into and perform under these Terms and Conditions; **(c)** any and all information you provide to OTR in connection with the OTR Online Payment services, including your business name, accurately and truthfully represents your business or personal identity under which you sell goods and services; **(d)** you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you and/or your business; **(e)** you will not use the OTR Online Payment services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; and **(f)** your use of the OTR Online Payment services will be in compliance with these Terms and Conditions and OTR’s Extended Terms and Conditions. **(g)** You have the appropriate authority to validly accept the OTR Online Payment Terms and are able to and will meet your obligations in relation to these Terms. **(h)** The credit/debit card used in connection with the Services is issued in your name or you are authorized to use the credit card. **(i)** You will pay the credit card issuer all charges incurred in the use of the Services. **(j)** When you complete the online payment form, funds will be deducted from your credit/debit card in USD currency. All payments are debited to OTR Capital, LLC. Due to the way transactions are processed by the external banking sites, there may be delays of 1-3 days in updating your payment in OTR Capital, LLC’s records.

III. SECURITY. We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You provide your personal information at your own risk.

IV. CONFIRMATION.

- If successful, you will receive a receipt via email notification to the email address entered at the time payment is made.
- If unsuccessful, you will be advised that your payment has failed. OTR Capital, LLC will not be advised why a payment has failed; therefore, you should contact your credit card provider for details.
- If your payment fails, please use one of the other payment methods described on your invoice to pay your invoice. Please arrange an alternative payment method promptly to ensure continuous use of OTR Capital, LLC services.

V. RESTRICTIONS. You may not, nor may you permit any third party, directly or indirectly, to:

- supplement, alter, change, modify, adjust, or amend any of OTR's terms and conditions and understand that any modifications submitted, in writing or otherwise, buy the User with an online payment is null and void and will not constitute any form of agreement by OTR, nor will it supersede any of OTR's existing Terms and Conditions.
- export the Services, which may be subject to export restrictions imposed by US law, including US Export Administration Regulations (15 C.F.R. Chapter VII);
- access or monitor any material or information on any OTR system using any manual process or robot, spider, scraper, or other automated means;
- except to the extent that any restriction is expressly prohibited by law, violate the restrictions in any robot exclusion headers on any Service, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services;
- perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other customers, or impose an unreasonable or disproportionately large load on our infrastructure;
- copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material, information or Services from OTR;
- transfer any rights granted to you under these Terms and Conditions;
- use the Services in a way that distracts or prevents you from obeying traffic or safety laws;
- use the Services for any illegal activity or goods or in any way that exposes you, other OTR Online Payment users, our partners, or OTR to harm; or
- otherwise use the Services except as expressly allowed under these Terms and Conditions and OTR's Extended Terms and Conditions.

If we reasonably suspect that your OTR account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your account with OTR, and any of your transactions with law enforcement.

VI. COMPATIBILITY. We do not warrant that the OTR Online Payment service will be compatible with your mobile device or carrier. Your use of the Services may be subject to the terms of your agreements with your mobile device manufacturer or your carrier.

VII. INDEMNITY. You will indemnify, defend, and hold us and our processors (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms and Conditions or OTR's Extended Terms and Conditions; (b) your wrongful or improper use of the Services; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country; and (e) any other party's access and/or use of the OTR Online Payment services with your unique name, address, or credit card information.

VIII. COST OF SERVICE. User further agrees that OTR may charge a reasonable service fee for any charge or debit transactions that result in a returned debit entry, including, but not limited to, returns resulting from insufficient funds in the User's account, closure of the User's account or incorrect account or routing information provided by User.

IX. PROCESSING ERRORS. In the event you, the User, make an error while utilizing OTR's Online Payment services, you hereby agree to contact OTR immediately to resolve and/or void any transactions made in error. You agree not to dispute any charge made in error with your credit/debit card provider and instead abide by the terms of OTR's refund policy, including paying any fees, if applicable, that may incur as a result of the User's error. Transactions made in error can be voided the same day, if OTR is notified prior to 5:00PM EST. Any transaction made in error that is not brought to OTR's attention prior to same-day cutoff time, will be refunded normally within five (5) to seven (7) business days.

X. CANCELLING/VOIDING OR REFUNDS. OTR may be listed on your credit/debit card and/or bank statement for payments made through this website.

1. Refund Requests. OTR Capital, LLC may issue a requested refund on a credit/debit card payment for the following reasons:

- Customer transaction entry error, such as a payment being made for more than intended.
- Duplicate Payment

Any transaction made in error that is not brought to OTR's attention prior to same-day cutoff time, will be refunded normally within five (5) to seven (7) business days. OTR will do our best to respond to your refund request within twenty-four (24) hours (one business day) of the request being submitted, unless the request is received any time after 5:00PM EST during the week, or anytime during the weekend. Requests received during these times will be handled the next business day.

2. Cancel/Void Requests. All requests to Cancel/Void a payment must be made to OTR directly via phone call to (770) 882-0124 and MUST be made before 5:00PM EST the SAME DAY the transaction was processed.

When requesting a cancellation/void of your card payment, please have the following information available to make the process as easy as possible:

- Your Full Name;
- The Date and Time the payment was made through this website or by phone;
- Your Transaction ID number that was provided at the end of a successful payment (available on the receipt);
- The last four (4) digits of the card used to make the payment;
- Reason the payment needs to be Cancelled/Voided.

If OTR is not notified before 5:00PM EST the SAME DAY the transaction was processed, a refund request will have to be made by the User and the standard five (5) to seven (7) business days for a refund to be issued will apply.

XI. CHARGEBACKS/DISPUTES. User agrees to notify OTR first of any questionable transactions, or transactions they feel were made in error, whether by them, a third party, or OTR that would result in the User to request a Chargeback and/or Retrieval with their credit/debit card provider. This is to allow OTR the appropriate time to investigate the claim, and issue a refund, if warranted, to the User. User understands that any and all Chargebacks and/or Retrievals requested will be thoroughly investigated. User acknowledges and agrees that any dispute resulting in Chargeback and/or Retrieval of funds that during our investigation is found to have been made in "bad faith", or with malicious, deceptive, or fraudulent intentions will be subject civil litigation and possibly criminal prosecution depending on the specific circumstances revealed. OTR reserves the right to file a rebuttal to any and all unfounded Chargebacks and/or Retrievals made by the User.

XII. LIMITATION OF LIABILITY & DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OTR CAPITAL, LLC ("OTR") BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. IN ALL CASES, OTR WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

UNDER NO CIRCUMSTANCES WILL OTR BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR CREDIT/DEBIT CARD, OR THE INFORMATION CONTAINED THEREIN.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF OTR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

XIII. GOVERNING LAW. These Terms and Conditions and any Dispute will be governed by Georgia law and/or applicable federal law as applied to agreements entered into and to be performed entirely within Georgia, without regard to its choice of law or conflicts of law principles. You hereby submit to the jurisdiction and venue of the state courts located in Fulton County, Georgia, or a venue to be decided at the sole discretion of OTR Capital, LLC, with respect to any and all matters arising from this agreement. I do hereby waive all objections to venue and jurisdiction, including *forum non conveniens*. By doing business with OTR you are subject to the OTR Online Payment services terms and conditions as well as OTR's continued terms and conditions located at www.otrcapital.com/pay-now/.