



Last Updated: September 2020

**These Terms and Conditions govern each End User's usage of Service to make HOA dues payments and/or assessments. Unless otherwise defined herein, all defined terms shall have the meanings given below in the [Definitions](#) section.**

Association has engaged Bank for the purposes of utilizing the Service to process homeowners' Assessments. End Users may utilize the Service to pay Assessments via one-time or scheduled payments. In order to use the Service, End User must accept and agree to be bound by these Terms and Conditions. By submitting and authorizing a payment through Service, End User affirms his or her acceptance of and consent to be bound by these Terms and Conditions. **Please print a copy of these Terms and Conditions to keep for reference.** If, at any time, End User does not wish to abide by these Terms and Conditions, he or she should cease usage of Service, discontinue initiating any future one-time payments, and/or revoke authorization for any scheduled payments (as described below in the [Scheduled Payments Program](#) section).

Bank may, in its sole discretion, amend or modify these Terms and Conditions at any time by providing End User with notice as required by law. Bank may provide notice of such changes to End Users of Service by any commercial means available including but not limited to posting amended Terms and Conditions at [pay.allianceassociationbank.com](http://pay.allianceassociationbank.com) or sending the amended Terms and Conditions to End Users via email. End User must also accept and consent to the terms and conditions of Bank's [E-SIGN DISCLOSURE](#) [disclosure](#) as part of the Service enrollment process. End User's continued use of Service following (i) receipt of updated Terms and Conditions or notice of the applicable change to Terms and Conditions or (ii) the effective date of the applicable modification, whichever is later, will evidence his or her affirmation and consent to any amendments or modifications, including additions, changes or deletions to Terms and Conditions.

### **Definitions**

"ACH" means automated clearing house.

"ACH Entry" means an order or request for withdrawal of money from Deposit Account of End User.

"Association" means the applicable HOA, a management company on behalf of the applicable HOA, or a management company on behalf of another entity responsible for collecting Assessment.

"Assessment(s)" means dues, assessments (periodic and special), rents, and/or Other Amounts due from a property or timeshare owner or tenant to Association.

"Bank" means Alliance Association Bank, a division of Western Alliance Bank, or its service providers.

"Business Days" means Monday through Friday, excluding Saturdays, Sundays, bank holidays, and any other day that Bank chooses or is required by law to be closed.

"CC&R" means the Declaration of Covenants, Conditions, and Restrictions applicable to a property.

"Card" means a credit or debit card validly issued by one of the major card networks including but not limited to Visa U.S.A. Inc., MasterCard International Incorporated, DFS Services LLC or American Express Travel Related Services Company, Inc.

"Card Transaction" means a charge to an End User's Card account.

"Deposit Account" means a demand deposit account or savings account at a financial institution with an ABA routing number.

"Designated Account" means the Card account or Deposit Account an End User inputs into the Service for purposes of processing Transactions.

"Effective Date" means the date on which a Transaction will be debited or charged, as applicable, as specified by the End User.

"End User" means a person who utilizes the Service to initiate Transactions, whether in an individual capacity or as an agent for another person.

"HOA" means homeowners' association.

"Other Amounts" means any fixed or variable dollar amount including, but not limited to late fees, fines for CC&R violations, or charges for ancillary services.

"Property Account" means that certain account established by an Association on its records for tracking Assessments.

"Service" means Bank's online payment processing service located at [pay.allianceassociationbank.com](http://pay.allianceassociationbank.com).

"Terms and Conditions" means these Online Payment Service Terms and Conditions, as may be amended by Bank from time to time.

"Transaction(s)" means a Card Transaction and/or an ACH Entry.

### **Online Payment Requirements**

To use the Service, End User must have:

- i. A valid, unexpired Card or Deposit Account with sufficient available balances to cover Transactions initiated through Service;
- ii. The relevant management company ID, ASSOC ID, and Property Account number (or unit ID), as provided to End User by his or her Association; and
- iii. A valid email address (which serves as End User's user ID) to sign on.

If any of the information in (ii) or (iii) is unavailable or unknown, please contact the applicable Association directly.

### **One-Time Payments**

By clicking on the "Authorize and Submit" button on the applicable Transaction authorization page, End User authorizes Bank to initiate a one-time Transaction in the dollar amount and on the Effective Date the End User specifies on the Transaction authorization page. Payments are processed on Business Days. If an End User selects an Effective Date that falls on a weekend or holiday, the Transaction will process on the next Business Day.

### **Scheduled Payments Program**



By clicking on the "Authorize and Submit" button on the applicable scheduled Transaction authorization page, End User is enrolling in the Service's scheduled payments program, and authorizes Bank to initiate scheduled Transactions in accordance with End User's instructions. When End User creates a Transaction schedule, End User must select:

- The frequency (*i.e.*, One-time biweekly, monthly, quarterly, tri-annual, semi-annual, or annual) of the payments;
- A payment option:
  - *Fixed Amount.* Under this payment option, End User specifies the dollar amount it authorizes Bank to debit or charge, as the case may be, on a particular Effective Date. NOTE: For Transactions conducted via ACH Entry, this amount can be modified by Association, in accordance with the agreement(s) between the Association and End User including but not limited to CC&R, timeshare contracts, rental agreements, and/or agreements or rules applicable to the relationship between End User and the applicable Association; however, Bank is under no obligation whatsoever to inquire into Association's authority nor will it be liable to End User for Association acting outside of its apparent authority.

A typical example is when a community has approved a change in the periodic Assessment amount. Associations may update the payment amount input by End User if changes are made by a community; however, Associations are not obligated to do so. End User is responsible for verifying and ensuring the payment amount is sufficient to keep his or her Property Account current.

- *Total New Balance.* Under this payment option, End User authorizes periodic Transactions, based on the frequency selected by End User, in an amount equal to the Assessment balance due as reflected on the applicable Association billing statement or coupon ten (10) Business Days prior to the scheduled payment date selected by End User. End User will receive an email notification of the amount to be charged prior to processing. By way of example, if a homeowner has an annual Assessment amount of \$1,200, billed by his Association on a quarterly basis. The homeowner schedules a monthly payment (assuming a January 1<sup>st</sup> start date); therefore, his payments due/made for February and March would be \$0 and the payment for January and April would be \$300 as long as no other fees or charges are due in addition to normal Assessment amounts;
- The Effective Date of the Transaction; and
- The duration of time during which such Transactions are to be made.

It is the End User's responsibility to ensure the email address used for the Service is up to date and accurate and End User agrees to accept all changes to Effective Date, amount or frequency processed by Bank regardless of amount and regardless of whether End User receives prior notification of such change, End User fails to provide a valid email address. Bank will send an email or other written notification to End User with the Transaction amount at least ten (10) calendar days before the scheduled Effective Date. If the Effective Date falls on a weekend or holiday, End User acknowledges and understands the Transaction will be processed on the next Business Day.

Any changes to the Designated Account must be made through the Service at least fifteen (15) calendar days prior to the next scheduled Effective Date to be effective for that Transaction.

To delete a scheduled Transaction, End User must log onto the Service and select to delete the Transaction schedule. Deletions can be done at any time using the Service as long as a Transaction is not in a pending or processed status. End User may also revoke his or her authorization by sending written notice to Bank at: Alliance Association Bank, c/o Payment Support, 3033 W. Ray Road, #200 Chandler, AZ 85226 or by email at [payments@allianceassociationbank.com](mailto:payments@allianceassociationbank.com). Such revocation must include End User's name, Management Company ID, ASSOC ID, and Property Account number (or Unit ID). Bank must receive End User's written revocation at least fifteen (15) calendar days prior to the next scheduled Effective Date to ensure the Transaction will be canceled prior to processing.

### **Processing Cutoffs**

ACH Entries entered on the Effective Date will process that same day if, the Transaction authorization is received by Bank before 4:00 p.m. Pacific Time on the Effective Date, and the Effective Date is a Business Day. If the Transaction is entered after 4:00 p.m. Pacific Time and the Effective Date falls on a weekend or holiday, it may take up to four (4) Business Days to process. In most cases, Transactions are processed within 1-2 Business Days of authorization, and will be effective on the third (3) Business Day following authorization.

Card Transactions submitted by End User through Service prior to 4:00 p.m. Mountain Standard Time ("MST") on a Business Day will be effective within four (4) Business Days of submission. If the Card Transaction is submitted after 4:00 p.m. MST on a Business Day, the Card Transaction will be processed on the following Business Day and effective within four (4) Business Days of authorization date.

### **Circumstances Outside Bank Control**

Bank does not guarantee continuous, uninterrupted, or secure access to any part of the Service, and operation of Bank's websites, software, or systems (including any networks and servers used to provide any of the Bank's services) operated by Bank or on its behalf may be interfered with by numerous factors outside of Bank's control. Bank will make reasonable efforts to ensure that Transactions are processed in a timely manner but Bank makes no representations or warranties regarding the amount of time needed to complete processing because the Service is dependent upon many factors outside of Bank's control, such as delays in the banking system or applicable Card network.

### **Disputes**

Both the End User and the applicable Association are responsible to ensure the proper and accurate application of a Transaction. If any error or dispute arises regarding End User's Transaction history or variance in amounts charged or debited to the Designated Account, End User should contact the applicable Association directly to resolve the error or dispute.

Nothing contained herein is intended to limit or relieve End User of any obligations he or she may have with respect to error or dispute resolution.



under agreements End User has with its financial institution or its Card issuer. End User should reference those agreements regarding his or her rights or obligations associated with unauthorized transfers or transactions.

### **Payment Returns or Chargebacks**

Bank acts as a service provider for and processes Transactions under the direction of the Association. Bank does not have accounts, Property Accounts or otherwise, with individual property owners or tenants. All disputes or questions regarding payment application or unprocessed Transactions, including returns and chargebacks, must be directed to the applicable Association.

Returns and/or chargebacks may not be reflected in End User's Transaction history through Service. For complete Assessment payment history, contact the applicable Association.

End User is responsible for all applicable service fees or charges assessed by the Card issuer or network, payment processor or receiving depository financial institution in conjunction with any returns or chargebacks, as applicable. Any such service fees or charges will be passed on to the Property Account record that received benefit of the initial Transaction and may include fees assessed by Bank for returns or chargebacks.

### **Payment Limits**

The Bank in its sole discretion may apply Transaction limits to the Service without notice or liability to Association or End User. Notwithstanding, Bank or Association may periodically adjust the maximum Transaction limits, with or without notice.

### **Fees and Charges**

Bank reserves the right, in its sole discretion, to institute fees and/or service charges for ACH Entries. To the extent Bank elects to charge service fees for ACH Entries, such amounts will be disclosed to End User on the Transaction authorization page.

A fee and/or service charge may be assessed for Card Transactions and may vary by Association. All such fees and/or service charges will be disclosed to End User on the Transaction authorization page.

End User may be assessed fees for returned or reversed Transactions.

End User is solely responsible for any service charges or fees assessed by its financial institution or Card issuer in conjunction with End User's usage of the Service.

### **Authorization**

End User acknowledges that Bank and Association are entitled to rely on the use of End User's user ID and password, or successful authentication of End User from the Association's software if using single sign on, as conclusive evidence of End User's authorization for any Transaction made through the Service using such user ID and password and End User will be liable for any and all such Transactions. End User should take all necessary precautions to protect his or her user ID and password; however, if End User permits any other person to use End User's login credentials or Service profile, any Transaction initiated and/or authorized by such person shall be treated as though initiated or authorized by the End User and End User shall be liable for any and all Transactions initiated or authorized by such party. End User should notify Bank immediately at (844) 739-2331 of any loss, theft, or unauthorized use of his or her user ID and/or password.

### **Limitation of Liability**

**BANK SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSSES OF ANY KIND THAT END USER MAY INCUR AS A RESULT OF AN ERRONEOUS OR INACCURATE PROPERTY ACCOUNT STATEMENT OR COUPON, ANY DELAY IN THE ACTUAL DATE ON WHICH A TRANSACTION IS PROCESSED, OR END USER'S FAILURE TO PROVIDE ACCURATE OR VALID PAYMENT INFORMATION; EXCEPT AS A DIRECT RESULT OF BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FURTHER, BANK SHALL NOT BE RESPONSIBLE FOR ANY CHARGES IMPOSED OR ANY OTHER ACTION TAKEN BY AN ASSOCIATION RESULTING FROM A LATE PAYMENT, INCLUDING BUT NOT LIMITED TO ANY FINANCE CHARGES AND/OR LATE FEES IMPOSED BY THE ASSOCIATION. NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL BANK BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.**

### **System Requirements**

End User is solely responsible for the maintenance, installation, and operation of his or her personal computer and any related hardware or software used in accessing Service. Bank shall not be responsible for any malfunction of or computer virus that may infect End User's personal computer while using Service. Additionally, End User must have an Internet service provider and a 128-bit compliant browser to securely utilize Service.

### **Disclaimer of Warranty**

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, THE SERVICE IS FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

### **Security**

Bank is committed to protecting the security and confidentiality of End User's online payment information and uses several different methods to protect that information. Examples include:



- Each End User is assigned unique user ID and password and must have a valid email address to use Service. End Users, in certain circumstances, may be provided access to the Service via a single sign on from his or her Association.
- If no action is taken for a period of time, End User will be automatically logged off of Service.

By using Service, End User agrees to:

- Not disclose or otherwise make his or her user ID and password available to anyone else;
- Notify Customer Service at (844) 739-2331 or by email at [payments@allianceassociationbank.com](mailto:payments@allianceassociationbank.com) immediately of any loss, theft, or unauthorized use of his or her user ID and/or password; and
- Be responsible for any Transaction initiated or authorized via Service by any person End User allows to use his or her user ID and password.

If End User's user ID and/or password is lost, stolen, or otherwise compromised or money was transferred using Service without End User's permission, please contact Bank promptly by telephone at (844) 739-2331, by email at [payments@allianceassociationbank.com](mailto:payments@allianceassociationbank.com) or by mail at Alliance Association Bank, c/o Payment Support, 3033 W. Ray Road, # 200, Chandler, AZ 85226.

If End User has any questions about a Transaction, End User should contact Bank at (844) 739-2331 or by email at [payments@allianceassociationbank.com](mailto:payments@allianceassociationbank.com).

### **Additional Terms and Conditions**

Transaction histories detailing payments made by End User during the applicable billing period(s) through the Service are available online or may be requested by contacting Bank at (844) 739-2331 or via email at [payments@allianceassociationbank.com](mailto:payments@allianceassociationbank.com). Bank maintains a rolling thirteen (13) months of Transaction history; therefore, it is End User's responsibility to download, save, or print, as appropriate, any Transaction histories End User wishes to maintain.

It is End User's responsibility to provide and maintain Bank with all required contact information including but not limited to a valid email address, complete and accurate billing address, phone number, or any other information related to Service or the applicable Property Account(s), and promptly notify Bank of any changes in this information. If any changes occur in such information, End User may update his or her online payment profile or contact Bank directly by calling (844) 739-2331 at least five (5) calendar days prior to the respective Effective Date to prevent any delay in Transaction processing.

By using Service to complete Transactions, End User expressly authorizes Bank to share any Transaction-related information with Association or service provider that assists Bank with processing Transactions or coupon orders including but not limited to first and last name of End User, billing address, phone number, email address, and/or any other information associated with a Transaction, Property Account, and/or correspondence with Bank regarding End User or any Transactions scheduled or made using the Service; provided that, Bank will use reasonable efforts to share such information only to the extent necessary.

### **End User Responsibilities**

As a user of Service, End User agrees to be responsible for:

- Ensuring sufficient funds are or credit is, as the case may be, available on Effective Date;
- Providing Bank with all required information about the applicable Property Account and Association. Bank shall not be liable for requested Transactions that are not completed as a result of inaccurate or incomplete information provided by End User;
- Scheduling a Transaction in such a manner so that Assessment is paid on time;
- Paying for any (i) late payment fee, finance charge, or penalty assessed by the applicable Association, or (ii) other demands made by the Association due to a default that may result from End User's failure to schedule a payment in sufficient time to reach Association;
- Cancelling any scheduled Transaction if End User sells the subject property or if the obligation to pay Assessments is terminated; and
- Paying all fees related to chargeback or returned entries.

### **Governing Law**

These Terms and Conditions shall be construed and interpreted in accordance with all applicable federal law and regulations, and to the extent such law and regulations do not apply, with the laws of the state of Arizona, without regard to its conflict of law provisions. Even if a provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the other provisions of the Agreement will not be affected or impaired by such holding.

### **Termination of Service**

Bank may terminate Service, an Association's participation in Service, and/or an End User's access to or usage of Service pursuant to these Terms and Conditions at any time by giving all such parties written notice thereof, which written notice will be provided as far in advance of the date of termination or any scheduled Effective Date as is commercially reasonable and/or is required by applicable law. Without limiting the foregoing, Bank may terminate End User's ability or access to use the Service at any time and for any reason, in its sole discretion.

### **Contact Information**

Please contact Bank with any questions concerning Service or these Terms and Conditions by writing at Alliance Association Bank, c/o Payment Support, 3033 W. Ray Road, #200, Chandler, AZ 85226, calling at (844) 739-2331 or emailing at [payments@allianceassociationbank.com](mailto:payments@allianceassociationbank.com).



## E-SIGN DISCLOSURE

This Electronic Signatures in Global and National Commerce Act ("**E-SIGN**") Disclosure ("**Disclosure**") applies to all communications for those products, services, and/or accounts offered or accessible through the Service that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

1. **Scope of Communications to Be Provided in Electronic Form.** By checking the box agreeing to the Terms and Conditions, End User agrees Bank may provide any communications relating to the Service in electronic format, until End User withdraws his or her consent as described below. End User's consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory communications associated with the Service;
- Notices or disclosures about a change in the Terms and Conditions, Assessments, or associated Transactions through the Service and any responses to claims;
- Privacy policies and notices; and
- Monthly (or other periodic) billing or account statements, as applicable, or such other communications Bank may include from time to time as part of the Service.

2. **Method of Providing Communications in Electronic Form.** All communications Bank provides to End User in electronic form will be provided either (1) via email at the email address End User specifies on the Service, (2) by access to the website that Bank will designate in an email notice it sends to End User at the time the information is available, (3) to the extent permissible by law, by access to a website that will generally be designated in advance for such purpose, or (4) by requesting End User download a PDF file containing the communication.

3. **How to Withdraw Consent.** End User may withdraw his or her consent to receive communications in electronic form by contacting Bank at (844) 739-2331. Bank may treat End User's provision of an invalid email address or the subsequent malfunction of a previously valid email address as a withdrawal of End User's consent to receive electronic communications. Bank will not impose any fee to process the withdrawal of consent to receive electronic communications. Any withdrawal of consent to receive electronic communications will be effective only after Bank has a reasonable period of time to process such withdrawal.

4. **How to Update End User Records.** It is End User's responsibility to provide Bank with valid, accurate, and complete email address, contact information, and other information related to the Service, and to maintain and update promptly any changes in this information. End User can update such information by logging onto the Service or by contacting Bank at (844) 739-2331.

5. **Hardware and Software Requirements.** In order to access, view, and retain electronic communications that Bank makes available to End User, End User must have the following:

- A computer or other mobile device;
- A compatible operating system, additional information can be found [here](#);
- A secure web browser, additional information can be found [here](#);
- Adobe Acrobat Reader 5.0 or higher (for Help files and viewing documents in PDF format);
- Printer (if End User wishes to print documents); and
- WinZip 7.0 or higher (if End User wishes to download documents).

Additional hardware or software requirements may apply. Refer to applicable browser or operating system manufacturer for additional specifications or requirements.

6. **Requesting Paper Copies.** Bank will not send a paper copy of any communication, unless End User requests it or Bank otherwise deems it appropriate to do so. End User can obtain a paper copy of any electronic communication by printing it or by requesting that Bank mail a paper copy, provided that such request is made no later than thirteen (13) months after Bank first made the electronic communication available to End User. To request a paper copy, contact Bank by telephone at (844) 739-2331 or by email at [payments@allianceassociationbank.com](mailto:payments@allianceassociationbank.com). Bank may charge a reasonable service charge for the delivery of paper copies of any communication provided electronically pursuant to End User's authorization. Bank reserves the right, but assumes no obligation, to provide a paper (instead of electronic) copy of any communication regardless of End User's authorization for electronic delivery.

7. **Communications in Writing.** All communications in either electronic or paper format from Bank to End User will be considered "in writing". End User should print or download for his or her records a copy of the Terms and Conditions, this Disclosure, and any other communication that is important to End User. Transaction histories provided through the Service are accessible via the Service for a period of thirteen (13) months. As provided above, paper copies may be requested, subject to any applicable fees and record retention requirements.

8. **Federal Law.** End User acknowledges and agrees that his or her consent to electronic communications is being provided in connection with a Transaction affecting interstate commerce that is subject to E-SIGN, and that End User and Bank both intend that E-SIGN apply to the fullest extent possible to validate Bank's ability to conduct business with End User by electronic means.



**Alliance Association Bank®**

A division of Western Alliance Bank. Member FDIC.

**ONLINE PAYMENT SERVICE  
END USER TERMS AND CONDITIONS**

9. Termination/Changes. Bank reserves the right, in its sole discretion, to discontinue the provision of End User's electronic communications or to terminate or change the terms and conditions on which Bank provides electronic communications. Bank will provide End User with notice of any such termination or change as required by law.