

TERMS AND CONDITIONS

TERMS AND CONDITIONS

I realize that if I do not understand or agree to any of the terms and conditions set forth below, I should not proceed with payment. Instead, I know that if I do not understand or agree to any of the terms or conditions below, I should contact KMC's office at 317-570-4358 to discuss this further. By proceeding with the transaction, I acknowledge my understanding of the following and agree to the terms set forth.

I understand that the payment I am making will be applied to my account for a Community Association that is managed by Kirkpatrick Management Company, and that my payment relates to property that is subject to that Community Association which could be a homeowners association, condominium association, cooperative, or some similar kind of property owners association (hereafter referred to as the "Community Association".)

I understand and agree that any online payment that I make through this website may not be the same as the total amount that is shown as due and owing by the Community Association's records maintained by KMC.

I understand and agree that there is a 3% convenience fee for using the credit and debit card payment options. I understand and agree that this fee is added to the total of your payment. I understand and agree that if my individual account with our Community Association has been turned over for collection, my credit or debit card payment will be refunded to my account less the convenience fee.

I agree to allow 3-5 business days for processing prior to my payment due date. I understand that in order to avoid a late charge by my community association, my payment should be submitted at least 5 business days prior to my due date.

I understand that Kirkpatrick Management Company (hereafter referred to as "KMC") collects debts on behalf of the Community Association in which I own property. I understand that this is an attempt to collect a debt and any information obtained will be used for that purpose. I understand that this authorization relates to collection of a debt.

I authorize my Community Association, through KMC, to debit my credit/checking account for the amount I have indicated. I certify that I am authorized to initiate transactions on this account. I further acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law.

Banking Account Disclaimer

I understand that payments are processed Monday through Friday excluding holidays. Authorized charges to my checking account will be processed for the amount that I have indicated, plus the 3% convenience fee. I understand that the payment I am making (excluding the convenience fee) will be deposited to the checking account of my Community Association, maintained with the association's

bank, and that my payment will be reported to KMC or some other designated representative of the Community Association in a timely manner.

Credit Card Disclaimer

I understand that if I am paying by credit card, that payment cannot be cancelled or modified once I submit it. A convenience fee is charged for credit card payment requests. I understand that payments are processed Monday through Friday excluding holidays. I agree that the charge to my credit card account will be processed for the amount I have indicated, plus the 3% convenience fees. I understand that the payment I am making (excluding the convenience fee) will be deposited to the checking account of my Community Association, maintained with the association's bank, and that my payment will be reported to KMC or some other designated representative of the Community Association in a timely manner.

I understand and agree that the laws of the State of Indiana shall govern any conflicts or disputes arising out of the use of this site, and that any dispute arising out of the use of this site shall be submitted for consideration in a court of competent jurisdiction in Marion County, Indiana, USA.

I understand and agree that neither KMC nor the Community Association will be responsible for non-performance or delay in the performance of this online payment system that is caused by circumstances beyond their control. Circumstances beyond the control of KMC and the Community Association include, but are not limited to, fires, casualty, breakdown in equipment, communication line failure, power failure, lockout, strike, unavoidable accident, act of God, terrorism or threat of terrorism, riot, war or other enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or emergency that prevents this online payment system from operating normally.

I understand and agree that neither KMC nor the Community Association shall incur any liability if they are unable to effect any attempted payment on my part due to any one or more of the following circumstances:

i. If my account does not contain sufficient funds to cover the payment I am trying to make or the amount of my payment exceeds my overdraft limit, if any.

ii. If I make a payment through my credit card and the attempt to debit my credit card results in an authorization failure due to various reasons including but not limited to, sufficient limit not available, credit card in delinquent status, credit card in closed status, etc.

iii. If the funds available in my bank account are under any attachment, lien or charge.

iv. If I don't correctly provide the name of the Community Association or my account number with the Community Association.

v. Due to refusal of the Community Association to receive my payment for any reason whatsoever.

I understand that if any provision(s) of these terms & conditions shall be held to be illegal or unenforceable, the validity of the remaining portions of these Terms & Conditions shall not be affected.

I understand that any reference above to KMC or the Community Association shall include any and all of their agents.

.....