

# Online Payment Terms and Conditions

## INTRODUCTION

This Agreement governs your use of Online Medical Bill Payment Service from the website [www.doctoreasypay.com](http://www.doctoreasypay.com) (the "**Services**", as further defined below). Use of the Services is expressly conditioned on your acceptance of this Agreement. By using the Services, you acknowledge that you have read and agree to abide by the terms and conditions of this Agreement. If you decide not to agree to the terms and conditions discussed herein, you may not use the Services.

This Agreement is hereby made a part of the Terms and Conditions for [www.doctoreasypay.com](http://www.doctoreasypay.com) for S.A. Medical of Virginia, Inc. and all such Terms and Conditions apply to your use of the Services on this Web site (the "Online Banking Site").

In addition to this document, in connection with your use of the Services, you may be subject to, and/or required to agree to, various guidelines, rules, schedules, disclosures, disclaimers and other terms that we may post on the Online Banking Site or any other Capital One Site (as defined below) or otherwise provide or make available to you from time to time. Furthermore, if you use certain features, products or services available on or through the Services, you will be subject to, and/or required to agree to, separate user agreements, customer agreements or similar agreements governing or relating to such features, products or services. All such guidelines, rules, disclosures, disclaimers, user agreements or similar agreements, and other terms and conditions (collectively, "**Additional Agreements**") are hereby incorporated by reference into this Agreement. Additional Agreements shall include, without limitation, agreements, rules or other terms governing any checking, savings or other deposit accounts, loan, line of credit and credit card accounts, investment accounts and any other accounts that you may view, modify or otherwise access while using the Services; fee schedules; our electronic funds transfer agreement and disclosures; our Online Bill Payment Authorization and Agreement; and your signature card.

If the terms and conditions of this Agreement conflict with the terms and conditions contained in any Additional Agreement solely as they apply to online banking and online bill payment services, this Agreement controls; provided, that the terms and conditions of this Agreement are not intended to modify any disclosures or other terms that are required by law and that are provided by Capital One in an Additional Agreement.

This Agreement shall apply regardless of the means by which the Services are accessed, including, but not limited to, through the URL address <http://www.doctoreasypay.com>, electronic mail, or links from another Web site via a computer, mobile device, or any other means of access.

## DEFINITIONS

### The Parties

Throughout this Agreement, the words "**S.A. Medical of Virginia, Inc.**", "**we**", "**us**" or "**our**" mean, collectively, S.A. Medical of Virginia, Inc., a Virginia Corporation and all of their respective successors or assigns. However, with respect to a specific account to which the Online Banking Site provides you access, "**S.A. Medical of Virginia, Inc.**", "**we**", "**us**" or "**our**" shall be understood to refer to the particular entity in the Capital One family of companies that offers such account. Please consult your account agreement(s) for information about the Capital One company servicing your individual account(s). "**You**" or "**your**" mean each Authorized Person (as defined below) who has an interest in an account with Capital One which is accessible through the Services or through the Online Banking Site. Whenever "**you**" is more than one person with respect to any such account or relationship, the obligations and agreements applicable to you under this Agreement shall be deemed to be joint and several and solidary wherever appropriate.

## DESCRIPTION OF SERVICES

The "**Services**" shall mean all information, materials, content, communications, features, products, services, methods of conducting transactions and transactions available, offered, made, obtained or otherwise provided or used (as applicable) on or through the Online Banking Site, including, but not limited to, the ability to: (a) make bill payments through our Online Bill Pay service and schedule other payments to certain of your accounts. These features are limited to the extent, and subject to the terms, noted herein and in any Additional Agreements that apply to you. The

## SECURITY; CONFIDENTIALITY OF ACCESS INFORMATION

Use of the Services requires a computer or approved mobile device and Internet access connected through an Internet or mobile service provider and with a web browser (for example, Firefox or Microsoft Internet Explorer).

To provide the highest degree of confidentiality and to protect the security of your financial information, you must have an Internet browser that supports 128-bit encryption and secure sockets layer version 3.0 or higher. Use of the Services with lower than 128-bit encryption is strictly prohibited. To the extent you are able to access the Services using lower than 128-bit encryption, we specifically disclaim any and all responsibility for losses resulting from your use of such lower encryption. We may change these requirements from time to time.

You agree to keep your Patient Account Number, Patient Name, and any password, (collectively, "**Access Information**") confidential to prevent unauthorized access to your account(s) and to prevent unauthorized use of the Services. We recommend that you memorize your Access Information and do not write it down. You agree not to give or make available your Access Information to any unauthorized individual.

We reserve the right, under certain circumstances, to deny your access to any one or more account(s) or to the Services or any part thereof, or to deny the processing of transactions, in order to maintain or restore security or performance to the Online Banking Site or any other Capital One Sites and systems. We may do so if we reasonably believe your Access Information has been or may be obtained or is being used or may be used by an unauthorized person(s).

## ELECTRONIC COMMUNICATIONS

You agree that all electronic communications that we receive on the [doctoreasypay.com](http://doctoreasypay.com) website or otherwise in connection with the Services, such as those directing us to take an action with respect to your account, that match Access Information or other identity information you have provided when enrolling in or using the Services will be deemed valid, authentic and binding obligations. Pursuant to law and regulations, these electronic communications therefore will be given the same legal effect as your written and signed paper communications, shall be considered a "writing" or "in writing" and shall be deemed for all purposes (i) to have been "signed" and (ii) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. You agree that electronic copies of communications are valid and you will not contest the validity or enforceability of such communications or any related transactions, absent proof of altered data or tampering, under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby, and such copies shall be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form.

You agree (to the maximum extent permitted by law) to hold harmless S.A. Medical of Virginia, Inc. and protect and indemnify S.A. Medical of Virginia, Inc. from and against any and all claims, losses, liability, damages and/or demands (including, without limitation, reasonable attorneys' fees and court costs) of any kind, direct or indirect, arising out of or in any way connected with any Services rendered by S.A. Medical of Virginia, Inc. pursuant to or in accordance with any and all electronic communications for which we have attempted to verify your identity as set forth above.

## PAYMENTS

Online payments include (a) payments made through the Services ("**Outgoing Payments**"), including, without limitation, any payment that you schedule through our Online Bill Pay service. Online Bill Pay payments and any other bill payments permitted by the Services will be debited from your designated Payment Account. S.A. Medical of Virginia's receipt of your bill payment instructions authorizes us to debit (or if the Payment Account is with another financial institution, request that such institution debit) your Payment Account, and to remit (or request that such financial institution remit) funds on your behalf.

If a partial payment is received, such payment shall be applied to the oldest date of service with the provider.

## **FEES AND CHARGES**

Except as provided herein, we do not at this time charge any enrollment fees, recurring usage fees or any other fees for your use of the Services (including, without limitation making bill payments). Notwithstanding the foregoing, fees are subject to change, and we may impose additional charges, penalties or fees in connection with your use of the Services at any time, subject to the terms hereof.

## **CHANGES IN SERVICES; INTERRUPTIONS IN SERVICE**

We may, from time to time and at any time, revise, update, discontinue or otherwise modify, temporarily or permanently, the Services or any part thereof (including, without limitation, the Online Banking Site, this Agreement, the scope of the Services, and any materials related to the Services), or your access thereto. We will attempt to provide prior notice of any such material changes (by posting a notice of such changes on the Online Banking Site when you log in, and/or sending a notice to you at the address shown on our records or sending you a secure message), but cannot guarantee that such notice will be provided.

Notwithstanding the foregoing, whenever reasonably practicable, we will attempt to post or send such notice at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions; provided, that we cannot guarantee that we will provide such notice by such time; and provided further, that we reserve the right to make any such changes effective immediately if necessary to maintain the security of the system or to comply with any laws or regulations. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change.

Changes to the Services may render prior versions of the Services obsolete. Without limiting the foregoing, we reserve the right to terminate this Agreement as to all prior versions of the Services and/or related materials and limit access to our more recent versions and updates.

You may choose to accept or decline changes by closing, continuing or discontinuing use of the Services to which these changes relate. Your use of the Services after we make any changes will constitute your agreement to such changes. We also reserve the option, in our sole business judgment, to waive, reduce or reverse charges or fees in individual situations.

We may, from time to time perform maintenance upon the Services or experience hardware, software or other problems related to the Services, resulting in interrupted service, delays or errors in the Services. We will attempt to provide prior notice of such interruptions, delays or errors but cannot guarantee that such notice will be provided.

## **OUR RESPONSIBILITY FOR BILL PAYMENTS**

By using any payment or funds transfer service available through this website, you warrant that you are an authorized signer on the account from which the funds are being drawn to make such payment or transfer.

We, or a third party acting as our agent, will use reasonable efforts to timely and properly complete funds transfers and bill payments from your designated account(s) according to your properly entered and transmitted instructions. However, neither a third party service provider nor we will be liable in any way for any failure or delay in completing any such transaction (whether an Incoming Payment or funds transfer, as applicable):

- If, through no fault of our own or of our agent, you do not have adequate money in a designated checking, savings or other deposit account to complete a transaction from that account, or if that account has been closed; or the transaction would exceed the credit limit on any applicable overdraft line of credit;
- If our payment processing center is not working properly and you know or have been advised by us about the malfunction before you execute your bill payment instructions;
- If you have not properly followed instructions on how to make a funds transfer;
- If you do not provide us with complete, correct and current Payment Account or Payee information, or if you otherwise do not give complete, correct and current instructions so that a funds transfer or bill payment can be made;
- If a timely bill payment is made but the Payee nevertheless does not credit your payment promptly after receipt;

- If withdrawals from any accounts have been prohibited by a court order such as a garnishment or other legal process;
- If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
- If your Computer was not working properly such that it interfered with your attempt to authorize a funds transfer or bill payment;
- If circumstances beyond our or our agent's control prevent making a funds transfer or bill payment. Such circumstances include but are not limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by payees, fires, floods, and other natural disasters, terrorist acts or war.

## **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

You authorize us to disclose to third parties, affiliates, and agents, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:

- To comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant; When necessary to complete any type of transfers and any type of bill payments;
- To provide services relating to your account or to offer other products and services; When we have entered into an agreement to have another party provide the Online Bill Pay service or receive your account information, we will provide the third party with information about your linked checking, savings or other deposit accounts, your Services transactions, and your electronic mail messages in order to carry out your instructions; or
- If you provide us your permission.

## **STATEMENT OF RECORD**

The periodic medical bill/statement that is mailed to you will be the statement of record.

## **YOUR RESPONSIBILITIES AND LIABILITIES**

It is your sole responsibility to ensure that the contact and payment information you provide current and accurate. This contact information includes, but is not limited to, name, address, phone numbers, e-mail addresses, and account numbers. We are not responsible for any payment processing errors or fees incurred by you if you do not provide accurate account or contact information.

## **IN CASE OF ERRORS OR QUESTIONS ABOUT FUNDS TRANSFERS OR BILL PAYMENTS MADE THROUGH THE SERVICES**

In case of questions or errors about funds transfers or bill payments made through the Services, you must do one of the following: Call us at 1-888-277-2633 or write to Post Office Box 845, Fredericksburg, VA 22404 Customer Service.

With respect to any statements you receive from us that reflect transactions you performed while using the Services, if you think your statement is wrong or if you need more information about a transaction listed on the statement, we must hear from you no later than 60 days after we sent the FIRST paper statement on which the problem or error appeared.

To report an error you must:

1. Tell us your name and Account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your Account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

With respect to any bill payments made using Online Bill Pay, if we have reasonable proof, within our sole discretion, that the Payee has received your bill payment, we will not credit your account, it being understood that we are not responsible for any Payee's failure to credit your payment promptly upon receipt. We will make reasonable efforts to work with the Payee to resolve the issue on your behalf. In our investigation of any such bill payment transactions, we will request from the Payee a refund of any interest and/or fees which you may have been wrongly assessed, provided that we will have no obligation to further pursue such request if the Payee denies such request. You will be notified of the final resolution.

#### **TERMINATION**

We reserve the right to terminate this Agreement and your access to the Services, in whole or in part, at any time and for any reason.

#### **ASSIGNMENT**

You may not assign this Agreement or your rights to the Services to any other party.

We may assign this Agreement to our parent corporation or to any now-existing or future direct or indirect subsidiary of our parent corporation, or to any existing or future direct or indirect subsidiary of Capital One, or to any of our existent or future affiliates. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

#### **NO WAIVER**

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

#### **LIABILITY FOR LOSS OR ERRONEOUS DATA**

Without limiting any other provision hereof, you will bear the sole liability and risk of any error or loss of data, information, transactions or other losses which may be due to the failure of your Computer or third party communications providers on which you may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your Computer.

#### **HARM TO COMPUTER SYSTEMS/DATA**

You agree that we shall have no liability of any kind for viruses, worms, Trojan horses, or other similar harmful components that may enter your Computer by downloading information, software, or other materials from the Online Banking Site or any other Capital One Site.

#### **SHARING INFORMATION/PRIVACY**

Please see our Privacy Policy for an explanation of how we may use, share and safeguard the information that we collect from you in connection with the Services, and your options regarding our use and sharing of such information.

## **LIMITATION OF LIABILITY; DISCLAIMERS**

Except as otherwise expressly provided herein, your use of the Services is at your own risk. None of the entities comprising S.A. Medical of Virginia, Inc., nor any of their respective officers, directors or employees, nor any other party involved in creating, producing, or delivering the Services is liable for any direct, incidental, consequential, indirect, punitive, or other damages of any kind arising out of your access to or use of the Services, or the inability to access or use the Services, whether caused by S.A. Medical of Virginia, Inc. or such other parties, online service providers, any agent or subcontractor of any of the foregoing or any other party.

WITHOUT LIMITING THE FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WHILE S.A. MEDICAL OF VIRGINIA, INC. MAKES EVERY EFFORT TO PROVIDE ACCURATE INFORMATION IN CONNECTION WITH THE SERVICES, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, CAPITAL ONE MAKES NO WARRANTY THAT (i) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, or (ii) ANY INFORMATION CONTAINED ON, RESULTS THAT MAY BE OBTAINED FROM THE USE OF, OR OTHER ASPECT OF THE SERVICES WILL BE ACCURATE, CURRENT, COMPLETE OR RELIABLE.

Nothing contained in the Services is intended to provide legal, accounting, tax or financial advice. You should consult your own professional advisor on such matters. Information about products and services which you do not already have with Capital One is provided for informational purposes only and should not be considered as an offer to make those products and services available to you.

## **SEVERABILITY**

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.

## **AREA OF SERVICE**

Unless otherwise agreed by S.A. Medical of Virginia, Inc., the Services described in this Agreement are solely offered to citizens of the United States of America.

The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No contents from the Online Banking Site or any other Capital One Site may be downloaded or otherwise exported in violation of United States Law.

## **COLLECTION EXPENSES**

If we have to file a lawsuit to collect whatever you owe us, you will pay our reasonable expenses, including attorneys' fees and court costs.

## **GOVERNING LAW**

This Agreement is governed by and interpreted in accordance with all applicable federal laws and regulations and, as this Agreement applies to each individual account that you may access using the Services, by the state laws and regulations governing such account or the account agreement for such account.