

Nationwide TFS, LLC

TERMS OF USE & PRIVACY POLICY

Last Modified: September 18, 2025

These Terms of Use (collectively with the Website Terms of Use, the Privacy Policy, and any other documents expressly incorporated by reference herein, this “**Agreement**”) set forth the terms and conditions pursuant to which Nationwide TFS, LLC, a Delaware limited liability company (“**TFS**”, “**we**” or “**us**”) agrees to provide, and Customer, solely through its Authorized Users, agrees to receive and use, the software-as-a-service offerings, including without limitation platforms for trustee and attorney payments (such as PayMyTrustee and PayMyAttorney), court-ordered payment solutions (such as PayMyCourtOrder), and related portals, dashboards, and reporting tools described on and made available through the Website (collectively, the “**Services**”). This Agreement applies however the Services are accessed including, without limitation, via a computer, tablet, smart-phone or other internet-enabled device. By accessing or using the Services, Customer acknowledges that it has read, understands, and agrees to be bound by this Agreement. Those who do not agree to the terms of this Agreement should not access or use the Services.

1. Definitions.

“**Access Credentials**” means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual’s identity and authorization to access and use the Services.

“**Authorized User**” means Customer (if an individual) and Customer’s owners, employees, consultants, contractors, and agents who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

“**Client**” means a client of Customer, duly registered for TFS’ applicable services and a party to the Electronic Funds Transfer Agreement (Counsel Payments) with TFS.

“**Customer**” means the attorney or law firm entering into this Agreement with us by opening a Customer Account.

“Customer Account” means Customer’s account with TFS for the Services.

“Customer Data” means all of the information, documents and other data provided by Customer to us or uploaded by Customer to its Customer Account. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer.

“Customer Systems” means Customer’s information technology infrastructure, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

“Harmful Code” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent a Person from accessing or using the Services or TFS Systems.

“Indemnified Parties” has the meaning set forth in Section 13.

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights Laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“Losses” has the meaning set forth in Section 13.

“Payment Processor” means any third-party financial institution, bank, payment network, card processor, merchant acquirer, or other technology or service provider engaged by TFS from time to time to facilitate, authorize, settle, or otherwise process transactions made in connection with the

Services. Such providers may include, without limitation, **Esquire Bank, TRX, TSYS**, and other similar partners. TFS reserves the right, in its sole discretion, to add, remove, or replace one or more Payment Processors at any time without prior notice to Customer.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“**Privacy Policy**” means our Privacy Policy (as updated from time to time), which is available at [https://tfsbillpay.com/privacy_policy].

“**Resultant Data**” means data and information related to Customer’s use of the Services that is used by us in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

“**Services**” has the meaning set forth in in the introductory paragraph.

“**Term**” has the meaning set forth in Section 8(a).

“**TFS Materials**” means the Services, TFS Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by us or any of our subcontractors in connection with the Services or otherwise comprise or relate to the Services or TFS Systems. For the avoidance of doubt, TFS Materials include Resultant Data and any information, data, or other content derived from our monitoring of Customer’s access to or use of the Services, but do not include Customer Data.

“**TFS Systems**” means the information technology infrastructure used by or on behalf of TFS in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by TFS or through the use of third-party services.

“**Third Party Materials**” has the meaning set forth in Section 9(a).

“**Website**” means collectively all websites, portals, and online platforms operated, owned, or controlled by Nationwide TFS, LLC, including without limitation **www.tfsbillpay.com**, **www.paymyattorney.com**, **www.paymycourtorder.com**, and **www.paymytrustee.com**, together with any successor sites, subdomains, mobile applications, or other online services that TFS may establish or operate in the future to provide, facilitate, or support the Services.

“**Website Terms of Use**” means this Agreement, as updated from time to time by TFS, which governs access to and use of the Services and is available at **www.tfsbillpay.com** and may also be posted on or linked from other Nationwide TFS websites, including without limitation **www.paymyattorney.com**, **www.paymycourtorder.com**, **www.paymytrustee.com**, and any successor or affiliated sites.

2. The Services.

(a) Customer acknowledges and agrees that TFS is a technology services provider, not a bank, money services business, or money transmitter. The Services are software and technology solutions that enable Customers and their Clients to initiate, track, and manage payments through regulated third-party financial institutions and payment processors. All movement, custody, and settlement of funds is performed exclusively by such regulated entities (including without limitation banks and licensed payment processors) through accounts established and maintained by them, typically in the form of “for the benefit of” (FBO) accounts. At no time does TFS receive, hold, own, or control Customer or Client funds, nor does TFS have authority to transfer or direct the movement of such funds. Customer further acknowledges that all funds are transmitted, settled, and safeguarded solely by the applicable Payment Processor or financial institution in compliance with applicable Law. TFS’s role is strictly limited to providing the software and technology to facilitate communication, instructions, and data exchange between Customers, Clients, and such regulated entities.

(b) TFS does not represent that the Services are accessible or appropriate outside of the United States. Access to the Services may not be legal by certain Persons or in certain countries. If Customer accesses the Services from outside the United States, Customer does so on its own initiative and is responsible for compliance with local Laws.

(c) We reserve the right to withdraw or amend any of the Services at any time in our sole discretion with or without notice. We will not be liable if, for any reason, all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to the Services or the Website, in each case in whole or in part.

3. Access and Use.

(a) Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, we hereby grant Customer a non-exclusive, non-transferable

(except in compliance with Section 15(e)) right to access and use the Services during the Term, solely by Authorized Users in accordance with this Agreement. Such use is limited to Customer's internal use.

(b) Customer must create and maintain a Customer Account in order to access and use the Services. In creating the Customer Account, Customer will be asked to provide certain registration details or other information. It is a condition to Customer's use of the Services that all the information provided to create the Customer Account including, without limitation, its mailing address, email address and other contact information, is correct, current, and complete. Customer shall notify us forthwith if any of its contact information changes.

(c) Customer must treat all Access Credentials as confidential, and must not disclose its Access Credentials to any other Person (other than its Authorized Users or as required by Law). Customer is responsible for maintaining adequate security and control of its Access Credentials and shall notify TFS immediately of any unauthorized access to or use of Customer's Access Credentials. We have the right to disable, alter or update Customer's Access Credentials at any time in our sole and absolute discretion.

4. Customer Obligations.

(a) Customer acknowledges and agrees that in connection with its use of the Services, Customer has and shall retain sole responsibility for: (i) all information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, by Customer through the Services; (ii) all information, instructions, and materials provided by or on behalf of Customer in connection with the Services; (iii) the Customer Systems, all access to and use of the Services, directly or indirectly by or through the Customer Systems, including all results obtained from such action or use and all conclusions, decisions, and actions based on such access or use; (iv) all actions and omissions by its Authorized Users; (v) all Customer Data, and (vi) providing all legally required notices and obtaining all necessary authorizations with respect to any Client information shared with or communicated to TFS.

(b) Customer shall at all times during the Term: (i) set up, maintain, and operate in good repair all Customer Systems on or through which the Services are accessed or used; and (ii) provide all cooperation and assistance as TFS may reasonably request to enable TFS to exercise its rights and perform its obligations under and in connection with this Agreement.

(c) Customer is responsible for all information and materials shared with TFS in the Customer Account or in connection with the Services, including its legality, reliability, accuracy, and appropriateness, and we are not responsible or liable to any third party for the content or accuracy of any such information or materials. The Payment Processor may rely solely and exclusively upon information and instructions received from TFS where provided by Customer, and Customer hereby forever discharges and releases the Payment Processor from any claim, obligation or liability that may arise out of or relate to any action taken by the Payment Processor in reliance upon or in connection with any such information or instructions, except to the extent such claim, obligation or liability is based on such Payment Processor's gross negligence, willful misconduct, or violation of Law.

(d) In connection with the upload of any Client invoices to the Customer Account, Customer acknowledges and agrees that Customer is solely responsible for, and we will have no liability in respect of: (i) the accuracy and completeness of such invoices, including the calculation and remittance to any governmental authority of any applicable tax associated with the goods or services that are the subject of such invoice; (ii) ensuring the proper file format and maintenance thereof at the time of and following such upload; and (iii) providing support to a Client concerning any such invoice.

(e) If Customer is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as a Covered Entity or Business Associate (as defined in HIPAA), Customer covenants and agrees that neither Customer nor its Authorized Users will use the Services in a manner that causes TFS to create, receive, maintain or transmit Protected Health Information (PHI) on Customer's or its Client's behalf.

(f) **Authorization to Access Bankruptcy Case Data**
By executing this Agreement, Attorney hereby authorizes Nationwide TFS, LLC ("TFS") to access Bankruptcy Case Data as necessary to assist in displaying payment data that will help Attorney track client payment patterns through the TFS Attorney Portal.

For purposes of this Section, "Bankruptcy Case Data" means bankruptcy case information made available to Attorney via the National Data Center, Inc. website (the "NDC Site") or in bulk format, which is not otherwise publicly available, including but not limited to data concerning administrative claims, client payment history, and payments received on specific claims.

Attorney expressly authorizes TFS to (i) retrieve and access Bankruptcy Case Data from the NDC Site in connection with Attorney's use of the TFS Attorney Portal, including the display of payment history and related data to assist Attorney in tracking client payment patterns, and (ii) utilize such data exclusively to generate a report for Attorney's use within the TFS Attorney Portal, ensuring that such information is not displayed publicly or disseminated to any other party.

TFS acknowledges and agrees that any reports generated using Bankruptcy Case Data will be provided solely for Attorney's firm and will not be shared, distributed, or otherwise made available beyond Attorney's designated access.

Attorney acknowledges that this authorization is granted pursuant to Attorney's relationship with TFS and remains in effect unless revoked in writing by Attorney. Any revocation shall not affect TFS's right to access and utilize Bankruptcy Case Data obtained prior to the effective date of such revocation.

5. Customer Data.

(a) Customer grants to us a license to copy, transmit, store and back-up or otherwise access, use or make reference to any Intellectual Property Rights in the Customer Data (i) to supply the Services, including to enable the Customer to access and use the Services; (ii) for diagnostic purposes; (iii) to test, enhance and otherwise modify the Services whether requested by the Customer or not; (iv) to develop

other Services; and (v) as reasonably required for the performance of our obligations under this Agreement.

(b) Customer represents and warrants that:

(i) any and all Customer Data is the sole and exclusive property of Customer or Customer has secured any and all authorizations and rights to use the Customer Data as applicable;

(ii) the Customer Data does not breach any applicable Laws;

(iii) the Customer Data does not infringe the Intellectual Property Rights of any third party; and

(iv) to the extent that the Customer Data contains personal data, it has obtained the necessary consents in order to transfer or permit access to such Customer Data in accordance with applicable privacy and data protection Laws.

(c) Customer acknowledges and agrees that (i) any collation, conversion and analysis of Customer Data performed as part of the Services is likely to be subject to human input and machine errors, omissions, delays and losses including, but not limited to, any loss of Customer Data, and (ii) we are not liable for any such errors, omissions, delays or losses, and Customer acknowledges and agrees it is responsible for adopting reasonable measures to limit the impact of such errors, omissions, delays and losses.

(d) Privacy/Data Use Clause: TFS may collect, use, store, and process Customer Data and personal information in accordance with this Agreement. Such use includes (i) providing and improving the Services, (ii) compliance with applicable Law, (iii) analytics, benchmarking, and the creation of aggregated and anonymized Resultant Data, and (iv) communications with Customers regarding the Services. TFS will implement and maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, loss, or disclosure.

6. **Prohibited Uses.**

Customer shall not, and shall not permit any Authorized User or other Person to, access or use the Services except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, and shall cause its Authorized Users not to, except as this Agreement expressly permits:

(a) remove, delete, alter, or obscure any trademarks, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or TFS Materials, including any copy thereof;

(b) copy, modify, or create derivative works or improvements of the Services or the TFS Materials;

(c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or the TFS Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

(d) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or the TFS Materials, in whole or in part;

(e) bypass or breach any security device or protection used by the Services or the TFS Materials, or access or use the Services or the TFS Materials other than by an Authorized User through the use of then valid Access Credentials;

(f) input, upload, transmit, or otherwise provide to or through the Services or the TFS Systems, any information or materials that are unlawful, defamatory, offensive, abusive, indecent, menacing, unwanted or injurious, or that contain, transmit, or activate any Harmful Code;

(g) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, the TFS Systems, or our provision of Services to any third party, in whole or in part;

(h) access or use the Services or the TFS Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other TFS customer), or that violates any applicable Law;

(i) access or use the Services or the TFS Materials for purposes of competitive analysis of the Services or the TFS Materials, the development, provision, or use of a competing software service or product or any other purpose that is to our detriment or commercial disadvantage;

(j) use TFS's name, logo, or any related names, logos, product and service names, designs, and slogans without the prior written permission of TFS;

(k) use the Services to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;

(l) use the Services to engage in any conduct that restricts, inhibits or interferes with any Person's use or enjoyment of the Services, or which, as determined by us, may harm TFS or users of the Services or expose them to liability;

(m) use the Services in any manner that could disable, overburden, damage, or impair the Website or the TFS Systems;

(n) use any robot, spider, or other automatic device, process, or means to access the Services for any purpose; or

(o) otherwise access or use the Services or the TFS Materials beyond the scope of the authorization granted in this Agreement.

7. **Intellectual Property Rights.**

(a) All right, title, and interest in and to the TFS Materials, including all Intellectual Property Rights therein, are and will remain with TFS or the applicable third-party providers. Customer has no right, license, or authorization with respect to any of the TFS Materials except as expressly set forth in this Agreement. All other rights in and to the TFS Materials are expressly reserved by TFS. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to TFS an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

(b) As between Customer and TFS, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 5.

8. **Term and Termination.**

(a) Except as provided in Section 15(h), the term of this Agreement shall commence when Customer agrees to be bound by this Agreement and shall continue in effect until the earlier of Customer's termination of the Services and TFS's termination of this Agreement (the "**Term**"). TFS may terminate this Agreement and suspend or remove Customer's or any Authorized Users' access to the Services at any time for any reason or no reason at all. Customer User may terminate the Services at any time by clicking on the "cease Services" button in its Customer Account.

(b) Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: (i) all rights, licenses, consents, and authorizations granted to Customer hereunder will immediately terminate, (ii) Customer shall immediately cease all use of any Services, and (iii) TFS may, but is under no obligation to, delete Customer's information and account data stored on the TFS Systems. Without limiting the foregoing, upon any expiration or termination of this Agreement, TFS will not be liable for any amounts, claimed by third parties or otherwise, resulting from or purported to result from the termination of Customer's access to the Services, or the deletion of Customer's Access Credentials or other account information.

9. **Reliance on Third Party Information & Services.**

(a) The Services may include content, functions and services provided by third parties (collectively, the "**Third Party Materials**"). All Third Party Materials are solely the responsibility of the

third party providing the same, and TFS is not responsible for the accuracy, completeness or functionality of any Third Party Materials.

(b) Where the Services contain links to other sites and resources provided by third parties, these links are provided for Customer's convenience only, and TFS does not have any control over the contents of such sites or resources and accepts no responsibility for them or for any liability that may arise from Customer's use thereof. If Customer decides to access any of the third-party websites linked to the Website, Customer does so entirely at its own risk and subject to the terms and conditions of use for such websites.

(c) Any information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance Customer places on such information is strictly at Customer's own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by Customer or its Authorized Users.

10. Authentication; Information About Customer.

(a) Customer authorizes TFS, directly or through third parties, to make any inquiries we consider necessary to verify Customer's identity. This may include, among other things, ordering a credit report from a credit reporting agency, or verifying Customer information against third-party databases or through other sources.

(b) All information we collect on the Website or in connection with the Services is subject to our Privacy Policy. By using the Services, Customer consents to all actions taken by us with respect to such information in compliance with the Privacy Policy.

11. Disclaimer of Warranties.

(a) TO THE FULLEST EXTENT PROVIDED BY LAW, TFS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

(b) CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF THE SERVICES IS AT CUSTOMER'S OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER TFS NOR ANY OTHER PERSON ASSOCIATED WITH TFS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE SERVICES INCLUDING, WITHOUT LIMITATION, AS TO THEIR COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY. WITHOUT LIMITING THE FOREGOING, NEITHER TFS NOR ANY OTHER PERSON ASSOCIATED WITH TFS REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE

WEBSITE OR THE TFS SYSTEMS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES WILL OTHERWISE MEET CUSTOMER'S NEEDS OR EXPECTATIONS.

(c) CUSTOMER EXPRESSLY UNDERSTANDS THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. CUSTOMER IS RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY ITS PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO OUR SITE FOR ANY RECONSTRUCTION OF ANY LOST DATA. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, HARMFUL CODE, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECTION ANY CUSTOMER SYSTEM, CUSTOMER DATA, OR OTHER PROPRIETARY MATERIAL DUE TO CUSTOMER'S USE OF THE SERVICES OR CUSTOMER'S DOWNLOADING OF ANY MATERIAL POSTED ON THE WEBSITE, OR ON ANY WEBSITE LINKED TO IT.

(d) THE SERVICES DO NOT REPLACE THE NEED FOR CUSTOMER TO MAINTAIN REGULAR DATA BACKUPS OR REDUNDANT DATA ARCHIVES. TFS HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF ANY DATA.

(e) The foregoing notwithstanding, nothing in this Agreement shall exclude or limit any warranty that cannot be excluded or limited under applicable Law. In the event applicable Law does not permit the exclusion or limitation of certain warranties, our warranties will be limited to the maximum extent allowable under such applicable Law with respect to such applicable warranty.

12. Limitation on Liability.

(a) TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE INDEMNIFIED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OF, OR INABILITY TO USE, THE SERVICES, ANY CONTENT ON THE WEBSITE OR ANY WEBSITES LINKED TO IT INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

(b) The foregoing notwithstanding, nothing in this Agreement shall exclude or limit any liability that cannot be excluded or limited under applicable Law. In the event applicable Law does not permit the exclusion or the limitation of certain liabilities, our liability will be limited to the maximum extent allowable under such applicable Law with respect to such applicable liability.

13. **Indemnification.**

Customer shall indemnify and hold harmless TFS and its affiliates, owners, officers, directors, managers, employees, representatives, attorneys and agents (collectively, the “**Indemnified Parties**”) from and against, for and in respect of, any and all claims, demands, actions, liabilities, losses, damages, obligations, penalties, judgments, awards, disbursements, costs and expenses (including reasonable attorneys’ fees and reasonable disbursements incurred in investigating, preparing, pursuing or defending any action, suit, proceeding or investigation, or in giving testimony or furnishing documents in response to a subpoena or otherwise) (collectively, “**Losses**”) which they, or any of them, may suffer, sustain, or become subject to, directly or indirectly, as the result of, based upon, or in connection with Customer’s use of the Services or any breach of this Agreement by Customer.

(a) **Hold Harmless.** Attorney acknowledges and agrees that (i) all Bankruptcy Case Data is provided through the NDC Site, (ii) TFS is not responsible for the accuracy, completeness, or timeliness of any such data, and (iii) Attorney’s use of such data is solely at its own risk. Attorney shall indemnify, defend, and hold harmless both TFS and NDC, and their respective officers, directors, employees, and agents, from and against any and all claims, losses, liabilities, damages, costs, or expenses (including reasonable attorneys’ fees) arising out of or related to Attorney’s access to or use of Bankruptcy Case Data, except to the extent caused by the gross negligence or willful misconduct of TFS or NDC.

14. **Release of TFS.**

In the event of a dispute between or among Customer and its Clients relating to or arising from the Services or the use thereof, Customer hereby releases the Indemnified Parties from any and all Losses of every kind and nature, whether known or unknown, arising out of or in any way connected with such disputes. By granting this release, Customer expressly waives any protections (whether statutory or otherwise, for example, California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims which Customer may know or suspect to exist in Customer’s favor at the time of agreeing to this release.

15. **Miscellaneous.**

(a) This Agreement, all matters relating to the Services, and any dispute or claim arising therefrom or related thereto shall be governed in all respects in accordance with and governed by the internal laws (without reference to choice or conflict of laws) of the State of New York. Customer hereby (i) irrevocably consents and submits to the exclusive jurisdiction of any state or federal court of competent jurisdiction sitting in (or with jurisdiction over) the State of New York, County of Nassau, in any action, suit, or proceeding arising out of or relating to this Agreement or the Services, (ii) agrees that all claims with respect to such action, suit, or proceeding shall be heard and determined in such a state or federal court, (iii) waives, to the fullest extent possible, and agrees not to assert, as a defense in any such action, suit, or proceeding that such action, suit, or proceeding may not be brought or is not maintainable in said court, that the venue thereof may not be appropriate or is inconvenient, or that this Agreement may

not be enforced in or by said court, and (d) WAIVE, TO THE FULLEST EXTENT POSSIBLE, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY SUCH ACTION, SUIT, OR PROCEEDING.

Customer hereby consents to and grants such courts' jurisdiction over Customer and over the subject matter of any such dispute, and agree that delivery or mailing of process or other papers in connection with any such action, suit or proceeding in such manner as may be permitted by Law shall be valid and sufficient service thereof.

(b) We may revise this Agreement and any of our other terms, agreements, or policies from time to time. Any such revised version will be effective at the time we post it on the Website, unless otherwise noted. By continuing to use the Services after any changes to this Agreement or any of the other applicable terms, agreements, or policies, Customer agrees to abide and be bound by those changes. If Customer does not agree with any such changes to this Agreement, Customer must terminate its use of the Services.

(c) No waiver by TFS of any term or condition set out in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of TFS to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

(d) If any provision of this Agreement is held to be illegal, invalid or unenforceable for any reason, and if the rights or obligations of any party under this Agreement will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

(e) Customer may not transfer or assign this Agreement or any rights or obligations Customer may have hereunder without the prior written consent of TFS, which consent may be granted or withheld in the sole and absolute discretion of TFS. TFS may transfer or assign this Agreement or any right or obligation of TFS hereunder without Customer's consent.

(f) This Agreement constitutes the sole and entire agreement between Customer and TFS regarding its subject matter and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

(g) This Agreement is binding upon and inures solely to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, executors, successors and permitted assigns; provided, however, the Indemnified Parties are intended third party beneficiaries of the Sections 12, 13, and 14, and the Payment Processor is an intended third party beneficiary of Section 4.

(h) Third Party Beneficiaries Clause: In addition to the Payment Processor, the National Data Center, Inc. ("NDC") is an intended third-party beneficiary of Sections 4(f), and 13(a) of this Agreement, and any other Sections which, in order to give proper effect to its intent. Except as expressly set forth herein, no other Person shall be a third-party beneficiary of this Agreement.

(i) Sections 1, 2(a), 4(a), 4(c), 4(d), 5, 7, 8(b), 9, 11, 12, 13, 14, and 15, and any other Sections which, in order to give proper effect to its intent, should survive the termination of this Agreement, shall continue in full force and effect after the termination of this Agreement.

(j) For purposes of this Agreement: (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(k) The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(l) In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party against the other party arising out of or related to this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

(m) The Services and the Website are operated by Nationwide TFS, LLC, located at 500 North Broadway, Suite 240, Jericho, NY 11753, Tel: (888) PAY-CH13 (888-729-2413), Email: support@tfsbillpay.com. All other feedback, comments, requests for technical support, and other communications relating to the Services should be directed to the appropriate department based on user type:

- Trustees – (888) 752-5315, trustee@tfsbillpay.com
- Attorneys – (888) 752-5309, attorney@tfsbillpay.com
- Employers – (888) 800-0294, employer@tfsbillpay.com
- Debtors/Other – (888) 729-2413, support@tfsbillpay.com

(n) Regulatory Cooperation Clause: TFS may disclose Customer Data or Bankruptcy Case Data to the extent required by Law, regulation, court order, or governmental request, provided that, unless legally prohibited, TFS will provide Customer with prompt notice of such requirement to allow Customer to seek protective relief.