

## TRASH BILLING MODULE AGREEMENT

This Agreement is made between Ivy Computer, Inc., doing business as TrashBilling.com, whose mailing address is 2933 Waterbury-Stowe Road, Waterbury Center, Vermont 05677-7030, hereinafter “Trash Billing,” and \_\_\_\_\_, hereinafter the “Hauler.” This Agreement is effective as of the date it is signed by Trash Billing.

### 1. *Glossary of Terms.*

For purposes of this Agreement, the following terms shall have the meanings set forth in this Section.  
*Business Day.* A Business Day is any calendar day other than Saturday, Sunday, or a holiday observed by federal banks. For any transaction that is initiated by the Hauler or a Customer after 2:00 p.m. ET, the transaction shall be deemed to have occurred on the following Business Day.

*Chargeback.* A Chargeback is any Customer-initiated contest of a charge or debit processed against a Customer’s credit or debit card through the Software, even if such contest was made after the Hauler terminated its relationship with Trash Billing.

*Customer.* Any customer of the Hauler.

*Customer Account.* A Customer’s checking or savings account maintained by a bank located in the United States of America, or a debit or credit card issued through the Visa, MasterCard, Discover, or American Express networks.

*Deposit Account.* A Deposit Account is the financial institution account designated by the Hauler for the deposit of funds that Trash Billing collects through its payment processing service. Trash Billing will have authority to make deposits to, and withdrawals from, the Deposit Account.

*Fee.* The amount owed to Trash Billing by the Hauler for each electronic funds transfer that Trash Billing processes through its software on behalf of the Hauler; those amounts are set out in Appendix A.

*Handling Fee.* A fee that Trash Billing charges Customers on behalf of, and at the request of, the Hauler for using the Software and the electronic funds transfer process to make payments for the services the Hauler provides to the Customer.

*Payment.* The initiation of a funds transfer request, whether initiated by the Hauler or Customer, made through the Software.

*Return.* A funds transfer request made to a checking or savings account of a Customer that is not paid by the financial institution maintaining the account and is returned to Trash Billing for any reason, including but not limited to insufficient funds or invalid account information.

*Software.* Trash Billing’s Trash Flow Auto-Pay software and TrashBilling.com website.

### 2. *Services.*

- A. In return for the consideration set out in Section 3 of this Agreement, Trash Billing agrees to use its best efforts to facilitate certain electronic billing services.
- B. Trash Billing agrees to use its best efforts to deliver, through its email system, all bills designated as email bills by the Hauler in the Software.
- C. When a Payment is scheduled using the TrashBilling.com website or the Auto-Pay feature of the Software, Trash Billing shall, on the date selected by the Hauler or Customer, as the case may be, initiate an electronic transfer of funds from the Customer Account to the account of Trash Billing, followed by an electronic transfer of funds from the account of Trash Billing to the Deposit Account. Such transfer will be initiated Funds will be deposited into the Deposit Account within 2 Business Days of the scheduled transfer date.
- D. Trash Billing agrees to use its email system to provide notification of Payment to the Customer when a Payment is made, provided that an email address for that Customer is available to the

Software. Such notification will be sent to the email address contained in that Customer's information in the Software.

- E. Through the Software, Trash Billing agrees to provide notice to the Hauler of Chargebacks, Returns, the expiration of Customer's credit or debit card used to make a Payment, the dollar amount of Payments, and other information the Software may provide, which may be changed, updated, or otherwise modified from time to time.
- F. Trash Billing will allow the Hauler to charge its Customers a Handling Fee for using the Software. If the Hauler chooses to charge a Handling Fee, that Handling Fee will be added by the Software to any Payment made through the Software. Trash Billing will charge the Hauler a Fee for processing the Handling Fee as set out in Appendix A. Trash Billing will apply that collected Handling Fee to offset the other Fees charged to the Hauler by Trash Billing.
- G. Trash Billing may change the particular procedure set out in subsection C of this Section at any time. Trash Billing will provide notice of any changes to the procedure in this Section to the Hauler within ten (10) Business Days of the date the change takes effect.
- H. Trash Billing may select any system or medium it deems appropriate to effectuate the delivery of bills or electronic transfer of funds contemplated by this Agreement.
- I. The Hauler acknowledges that changes in technology may require periodic updates to the Software to maintain the Software's performance and functions. The Hauler agrees that it will update the Software as required by Trash Billing and that such updates may require the purchase of technical support services.

### **3. Fees and Agreements.**

- A. As compensation for the services set out in Section 2 of this Agreement, the Hauler shall pay to Trash Billing a Fee for each transaction processed. The applicable Fees are set forth in Appendix A, attached hereto. Trash Billing reserves the right to periodically change the Fees set forth in Appendix A and shall provide the Hauler with notice of any changes to its Fees. Fee changes shall take effect as set forth in the notice of Fee change.
- B. The applicable Fees will be deducted from the funds derived from payments made by Customers or through the Auto-Pay feature of the Software before those funds are transferred to the Deposit Account. The Hauler expressly acknowledges that the amount of Fees charged hereunder is based on the number of transactions submitted by the Hauler or Customer to Trash Billing and not the number of transactions successfully processed by Trash Billing.
- C. The Hauler agrees to provide any data required to effectuate the electronic funds transfer in the format required by the Software. Trash Billing reserves the right not to process any data not in the format required by the Software.
- D. The Hauler agrees to provide Trash Billing with the information requested in Appendix B, attached hereto, regarding its Deposit Account, upon execution of this Agreement. In addition, the Hauler agrees that it will authorize its Deposit Account financial institution to release to Trash Billing the names of all nominal and beneficial owners and authorized signatories of the Deposit Account using the authorization form provided in Appendix C.
- E. The Hauler agrees that Trash Billing is not responsible for any bank fees or charges incurred by the Hauler through its Deposit Account, including but not limited to fees for insufficient funds, overdraft, direct drafts, withdrawals, deposits, or any other fee or charge, regardless whether the fees or charges were incurred as a result of a withdrawal from or deposit to the Deposit Account by Trash Billing.
- F. The Hauler agrees that it will not record or store Customer Account information in any location other than through the Auto-Pay feature of the Software; the limitations of this sentence include, but are not limited to, manual notebooks, computers that are removed from the Hauler's place of business, data files, spreadsheets, journals, ledgers, and hand-held devices. The Hauler further

agrees to maintain the confidentiality of financial information, including Customer Account information, provided to it by Customers and agrees that it will limit access to the Customer Account information in the Software to those directors, officer, employees, shareholders, or agents of the Hauler with a legitimate business need to access the data.

- G. The Hauler agrees that it is responsible for any data security breach, loss of data, or disclosure of any Payment or Customer information, regardless whether that data security breach, loss of data, or disclosure of Payment or Customer information is the result of any act or failure to act of the Hauler.

#### **4. Chargebacks, Returns, and Insufficient Deposit Account Funds.**

- A. In the event that a Chargeback or Return is made for any reason, the Deposit Account shall be debited by the amount of the Chargeback or Return plus any Fee for the transaction as set out in Appendix A.
- B. Trash Billing will notify the Hauler of any Chargebacks or Returns within five (5) Business Days of the date Trash Billing debits the Deposit Account via the reporting characteristics of the Software.
- C. In the event of a deficit balance in the Deposit Account caused by a Chargeback or Return, the Hauler shall pay to Trash Billing the amount of any deficit amounts owed to Trash Billing within five (5) Business Days of the date that deficit was created.

#### **5. Data Transmission.**

- A. The Hauler specifically acknowledges and agrees that email will be utilized by Trash Billing for purposes including but not limited to email billing, receipts, and notifications, and messaging, and specifically acknowledges and agrees that the reliability of email and other forms of electronic communications are subject to factors beyond the control of Trash Billing.
- B. It is expressly acknowledged by the Hauler that the transfer of information contemplated by this Agreement by telephone lines or email may not be secure, and the transmission of information over telephone lines or by email may result in the inadvertent disclosure of that information.
- C. The Hauler specifically acknowledges that the electronic transmission of data under this Agreement necessarily involves third-party internet service providers and other telecommunications vendors, and that Trash Billing has no control or influence over third parties or telecommunications vendors.

#### **6. Storage and Confidentiality of Data.**

- A. Data received from the Hauler and payment requests by a Customer for Trash Billing's use under the terms of this Agreement, including but not limited to names, account numbers, financial information, and payment information, will be stored by Trash Billing in a manner consistent with the rules of NACHA, the rules of the applicable credit card issuer, federal or state law (including applicable rules and regulations), the TrashBilling.com User Agreement, or other applicable governing text.
- B. Except as otherwise provided in this Agreement, Trash Billing will limit access to the data described in subsection A of this Section to those directors, officer, employees, shareholders, or agents of Trash Billing with a legitimate Trash Billing business need to access the data. Additionally, Trash Billing may disclose such data for the following purposes:
  - (i) to effectuate the transfer of funds as contemplated by this Agreement;
  - (ii) to investigate any errors or complaints arising out of the services contemplated by this Agreement; or
  - (iii) to comply with the rules of NACHA, the rules of the applicable credit card issuer, federal or state law (including applicable rules and regulations), the TrashBilling.com User Agreement, or other applicable governing text.

## **7. *Equipment.***

- A. The Hauler is responsible for obtaining, securing, and maintaining the equipment required to use the Software and to utilize the services of Trash Billing as set out in Section 2, including maintaining a reliable internet connection. The Hauler shall assume all costs and responsibility for operating and maintaining that equipment and its internet connection.
- B. Trash Billing reserves the right to make any changes in the technical specifications of the equipment required to run the Software and shall provide the Hauler with timely notice thereof.
- C. Trash Billing shall take reasonable measures to ensure that any equipment owned by Trash Billing and used to provide the services under this Agreement is in proper working order. Trash Billing shall take reasonable measures to ensure that it has provided for appropriate back-up and redundancy equipment and procedures in the case of a malfunction, error, defect, or other failure of the equipment it uses to provide services under this Agreement.

## **8. *Security Interest.***

The Hauler hereby gives to Trash Billing a possessory security interest in funds now held or hereinafter acquired by Trash Billing on behalf of the Hauler. This possessory security interest is created on the first date that Trash Billing possesses funds on behalf of Hauler and shall continue uninterrupted as long as Trash Billing maintains funds on behalf of Hauler.

## **9. *Indemnification.***

The Hauler shall indemnify and hold Trash Billing harmless from all claims, demands, actions, suits, liabilities, damages, expenses, or any other loss, whether groundless or otherwise, and whether based on contract, tort, negligence or otherwise, arising out of any act or failure to act on the part of Trash Billing with respect to the provision of services under this Agreement, including all court costs and reasonable attorney fees. If the Hauler fails to so indemnify Trash Billing, Trash Billing, in addition to its other remedies, may set off its claim for indemnification against the Hauler by charging the amount of the loss to be indemnified against amounts otherwise owing to the Hauler or held on the Hauler' behalf by Trash Billing under this Agreement.

## **10. *Representations of Hauler.***

Hauler makes the following warranties and representations to Trash Billing:

- A. The Hauler possesses a written and duly executed authorization and a receipt, or record of an authorization through the TrashBilling.com website, for each and every Customer for whom an electronic funds transfer is to be made under this Agreement. Said authorization shall indicate that transfers will be reflected on a Customer's account or account statement under the name of Trash Billing. In the event that any Customer's authorization under this subsection is revoked for any purpose, the Hauler shall not submit data to process any further transactions for that Customer. In the event that notice of a cancellation of an electronic funds transfer authorization is received by Trash Billing after a funds transfer has begun, Trash Billing shall assume no liability for the completion of the transfer, and the Hauler shall indemnify and hold Trash Billing harmless for claims, damages, or any other loss resulting from that transfer. The Hauler agrees that it shall provide Trash Billing with copies of Customer electronic funds transfer authorizations within five (5) Business Days of such a request from Trash Billing.
- B. If the Hauler is other than a sole proprietorship, the person executing this Agreement on behalf of Hauler has the authority to do so.
- C. The Hauler is legally organized under the State or States wherein it does business.
- D. This Agreement is entered into by Hauler as part of an income-producing activity.

## **11. *Notices.***

- A. Except as otherwise provided herein, all notices required hereunder shall be in writing and shall be sufficiently given as follows:

- (i) Trash Billing will provide any notice required under this Agreement to the Hauler by email to the email address contained in this Agreement or other email address designated by the Hauler and provided to Trash Billing prior to the date of notice given under this Agreement.
- (ii) The Hauler will provide any notice required under this Agreement by either (1) an email addressed to info@TrashBilling.com or (2) facsimile machine with electronic acknowledgment to the Hauler that a facsimile was sent and received.

B. Notices to Trash Billing sent by email are deemed to be given on the date the email is acknowledged, in the form of a reply email to the email containing the notice. Notices sent to Trash Billing by fax are deemed to be given on the date the fax was received by the other party, as evidenced by the electronic acknowledgment that a facsimile was received. Notices to the Hauler sent by email are deemed to be given on the date the email is sent by Trash Billing.

## **12. Termination.**

Either party may terminate this Agreement at any time upon providing written notice to that effect to the other party as described in Section 11 of this Agreement. Termination shall be effective five (5) Business Days following receipt of the notice of termination and shall not affect any transaction in progress through midnight of the fifth Business Day following receipt of the notice of termination. Notwithstanding any termination under this Agreement, Hauler shall remain liable to Trash Billing for any Chargebacks or Returns incurred by Trash Billing under the applicable rules of NACHA, the rules of the applicable credit card issuer, federal or state law (including applicable rules and regulations), the TrashBilling.com User Agreement, or other applicable governing text.

## **13. Waiver.**

The waiver of any default or breach hereunder shall not operate as a waiver of successive defaults, but all rights hereunder shall continue notwithstanding one or more waivers.

## **14. Remedies Cumulative.**

Trash Billing's rights and remedies hereunder shall be cumulative and Trash Billing may exercise any right or remedy, whether against Hauler or against any funds held by Trash Billing for the benefit of Hauler, or any combination of the foregoing in such order as Trash Billing deems fit without thereby releasing any other right Trash Billing may have.

## **15. Limitation of Liability.**

In addition to any limitations of liability elsewhere in this Agreement, Trash Billing's liability to Hauler shall be limited as set forth in this Section.

- A. Under no circumstances shall Trash Billing's liability to Hauler exceed the sum of the actual amount of funds held on behalf of Hauler plus the Fees which would have been charged to Hauler under Section 3 less Chargebacks or Returns which would have been deducted from sums owed to Hauler under Section 4.
- B. UNDER NO CIRCUMSTANCES SHALL IVY BE LIABLE TO BUSINESS FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES THAT THE HAULER MAY INCUR OR SUFFER BY REASON OF THIS AGREEMENT OR ANY TRANSFER EFFECTED OR NOT EFFECTED UNDER THIS AGREEMENT.
- C. Trash Billing shall not be held liable or responsible for failures, delays, errors, claims, damages, or other losses in the execution or effectuation of any transfer occasioned by the fault or negligence of any party other than Trash Billing, agent or agency selected by Trash Billing for purposes of making or completing such transfers.
- D. The Hauler hereby specifically acknowledges and agrees: (1) Trash Billing is not responsible for, and has no obligation to remedy, any changes to a Customer's account with the Hauler caused by a Chargeback, Return, or any other credit to a Customer Account; (2) that Trash Billing is not responsible for any deficit in the Deposit Account; (3) that the Hauler will hold Trash Billing

harmless for any loss resulting from a deficit in the Deposit Account; and (4) that Trash Billing is under no obligation to investigate any reason for a Chargeback or Return.

- E. For purposes of this Agreement, Trash Billing shall have no obligation to verify the accuracy of, or make corrections to, any data or payment request supplied to Trash Billing by the Hauler or a Customer, nor shall Trash Billing have other obligation with respect to data supplied by the Hauler or Customer payment request except to process the data or payment request as contemplated under this Agreement. The Hauler further agrees that it shall hold Trash Billing harmless from any and all errors in the data or payment request sent to Trash Billing not directly caused by any act or failure to act of Trash Billing.
- F. Trash Billing shall not be responsible for any data security breach, loss of data, or the disclosure of any Payment or Customer information in any manner, including but not limited to theft, negligence, accident or any other cause, by any entity or network, including but not limited to the Hauler, internet service providers, automated clearing houses, banks, credit card issuers, or other financial institutions. Further, the Hauler agrees that it will be responsible for any fines, costs, penalties, damages, claims, delays, or other loss, including but not limited to fines, penalties, or other costs assessed or recoverable by any credit card network, financial institution, payment processor, independent service organization (ISO), NACHA, or other organization, resulting from a data security breach, loss of data, or the disclosure of any Payment or Customer information in any manner by any entity or network. The Hauler agrees to indemnify and hold Trash Billing harmless for all such fines, costs, penalties, damages, claims, delays, or other losses. The provisions of this subsection F apply whether the data security breach, loss of data, or the disclosure of any Payment or Customer information is caused by theft or other criminal activity, failure or error in transmission media, or any other reason.
- G. The Hauler specifically agrees that it will hold Trash Billing harmless from any and all losses due to hardware malfunction, error, defect, or other failure associated with the equipment not owned or controlled by Trash Billing, including the hardware used by the Hauler for running the Software. Regardless of any other provision of this Agreement, Trash Billing shall not be responsible to the Hauler in the event of any unforeseeable malfunction, error, defect, or other failure of any equipment or network, regardless of the ownership of that equipment.

**16. *Relationship Between Parties.***

This Agreement shall not be construed as creating any legal relationship between Trash Billing and the Hauler in the nature of partnership, joint venture, agency or otherwise, and it is specifically understood that Trash Billing shall not be considered an agent or employee of the Hauler, nor shall the Hauler be considered an agent or employee of Trash Billing.

**17. *Entire Agreement.***

This Agreement constitutes the complete and entire Agreement and understanding between Trash Billing and the Hauler with respect to the provision of services under this Agreement.

**18. *Binding Effect.***

This Agreement shall be binding upon the parties hereto, their successors, and any permitted assigns.

**19. *Governing Law.***

This Agreement shall be construed and enforced in accordance with the laws of the State of Vermont. Any legal action or proceeding arising out of or in connection with this Agreement or its breach shall be brought and venue shall be proper only in the Superior Court in and for the County of Washington, State of Vermont, or in the U.S. District Court for the District of Vermont. In the event that any federal or state statute, regulation or rule provides for Trash Billing to provide Hauler with any item of information in a time period that is of a different duration than specified herein, this Agreement shall be deemed to be automatically amended to provide for the time period prescribed by statute, regulation or rule.

**20. Interpretation.**

Both Trash Billing and Hauler expressly waive any right to the benefit of any interpretation on the grounds that it did or did not draft the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

HAULER

IVY COMPUTER, INC.

\_\_\_\_\_  
by:

\_\_\_\_\_  
by:

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Date

Hauler Email Address: \_\_\_\_\_

Hauler Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A

### SCHEDULE OF FEES

The following fees are charged by Trash Billing for each transaction processed by it, regardless of the number of transactions in which the funds transfer was successful. The monthly volume for the Per-Transaction Fees is calculated using the average monthly transactions of the three (3) months prior to the month in which a transaction is processed.

1. Per-transaction Fees (Direct Draft and Credit/Debit Cards):

Less than 500 payments per month	\$ .35
500 to 999 payments per month	\$ .30
1000 to 1499 payments per month	\$ .25
1500 to 1999 payments per month	\$ .20
2000 or more payments per month	\$ .15

2. Credit/debit card payments: additional 2.95% of total (excluding Per-transaction Fee)

3. Return of direct draft: \$4.00 per payment

4. Declined credit card: No Charge

5. Contested credit card (Chargeback): \$20.00 per payment

6. For optional Handling Fees, if any, assessed by the Hauler to its Customers:

For payments made on-line at TrashBilling.com, \$.20 per payment will be deducted from the Handling Fee as a processing fee for Trash Billing.

For payments made through Trash Flow Auto-pay feature, \$.15 per payment will be deducted from the Handling Fee as a processing fee for Trash Billing.

**APPENDIX B**

**AUTHORIZATION TO RELEASE ACCOUNT INFORMATION**

COMPANY Name: \_\_\_\_\_

Account Name: \_\_\_\_\_

Tax ID/SSN: \_\_\_\_\_

BANK Name: \_\_\_\_\_

Address: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

To the Above-Reference Bank:

You are hereby authorized to release the names of all nominal and beneficial owners of the above account, as well as any authorized signatories on the above-referenced account, to Ivy Computer, Inc., doing business as TrashBilling.com, 2933 Waterbury-Stowe Road, Waterbury Center, Vermont 05677.

\_\_\_\_\_  
Authorized Signature of Account Holder (signature)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Date of signature