

## **Rentec EasyPay (Online Payments) User Agreement & Terms of Use**

This User Agreement ("Agreement") is a contract between you ("Landlord") and Rentec Direct LLC an Oregon Limited Liability Company. ("Rentec Direct") and applies to your use of Rentec Direct's Services. You must read, agree with and accept all of the terms and conditions contained in this Agreement.

We may amend this Agreement at any time by posting a revised version on our website. The revised version will be effective at the time we post it.

The terms within this agreement are in addition to the terms of service located at <https://www.rentecdirect.com/terms>. You are hereby agreeing to the terms of both agreements when applying for online payments with Rentec Direct.

### **1. Our Relationship With You.**

1.1 Rentec Direct is a software application which helps you schedule and send payment or credit instructions to your merchant account or payment service provider. Rentec Direct is not a merchant service or payment service provider.

1.2 Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without Rentec Direct's prior written consent. Rentec Direct reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

1.3 Notices to You. You agree that Rentec Direct may provide notice to you by posting it on our website, emailing it to the email address listed in your Account, or mailing it to the street address listed in your Account. Such notice shall be considered to be received by you within 24 hours of the time it is posted to our website or email to you unless we receive notice that the email was not delivered. If the notice is sent by mail, we will consider it to have been received by you three Business Days after it is sent. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting Rentec Direct. Rentec Direct will charge you a Records Request Fee of \$25 to provide a paper copy.

1.4 Transaction History. You may view your transaction and invoice history by logging into your Rentec Direct Account and looking at your Account History. You agree to review your transactions through your Account History instead of receiving periodic statements.

1.5 Landlord acknowledges that Rentec Direct is only sending the electronic transactions that the Landlord or Tenant initiates and does not hold itself out as a collection agency or payment processor. It is the Landlord's responsibility to ensure that such transactions are received in a timely basis according to the terms of the separate lease/rental agreement executed between the Landlord and Tenant. Any dispute between the Tenant and Landlord regarding amount of payment, timing of payment, lack of payment, late-charges incurred, overdue rent and the like will be handled exclusively between the Tenant and Landlord.

1.6 Landlord acknowledges that they will have a separate agreement with a payment processor, and

that payment processor will be the entity that handles the financial transactions. Landlord agrees that any dispute related to payment processing will be handled directly between Landlord and the party for which they sign up for merchant services with. Further, Landlord agrees to defend and hold harmless Rentec Direct related to any action or dispute related to payment processing services, even if Rentec Direct assists with any communication between Landlord and the payment processor.

1.7 At Rentec Direct's option, Rentec Direct may pay the processing fees directly to the payment or merchant processor, and then discount or mark-up those rates and invoice them to the Landlord. If Rentec Direct does not elect to pay the processing fees directly, you will receive a separate invoice from the payment processor.

## **2. Closing Your Account.**

2.1 How to Close Your Account. You may close your Account at any time by contacting us by email to [easy pay@rentecdirect.com](mailto:easy pay@rentecdirect.com). Send the email from an address registered to your account and provide contact information, including a daytime phone number, so we can verify the validity of the request. The email will not be deemed delivered until you have received confirmation from us that it was received. Alternatively, you can close your account by sending a letter via first class mail to Rentec Direct, 231 SW I St, Grants Pass, OR 97526-2814. Upon Account closure, all unpaid fees must be immediately paid in full and we will cancel any pending payments. If your account is closed within 12 months of opening it, there will be a \$150 account closure charge.

## **3. Fees**

All fees are in U.S. Dollars unless otherwise stated.

Per Incoming ACH Transaction:	\$ 0
Per Outgoing ACH Transaction:	\$ 0.50
ACH Verify:	\$ 0.50
VI/MC/DISC Credit Transactions:	2.95% of each transaction
AMEX Credit Transactions:	3.50% of each transaction
Monthly:	\$ 0
Setup:	\$ 0

Each credit card transaction has a \$1.00 minimum transaction fee. Chargebacks, either from ACH or Credit Card will incur a \$35.00 fee. ACH Returns due to NSF or other bank rejections will incur a \$5.00 fee.

## **4. Restricted Activities.**

4.1 Restricted Activities. In connection with your use of our website, your account, or the Services, or in the course of your interactions with Rentec Direct, a User or a third party, you will not:

- a. Breach this Agreement or any other agreement that you have entered into with Rentec Direct (including a Policy);
- b. Violate any law, statute, ordinance, or regulation;

- c. Provide false, inaccurate or misleading Information;
- d. Send or receive what we reasonably believe to be potentially fraudulent funds;
- e. Use an anonymizing proxy;
- f. Conduct your business or use the Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to Rentec Direct, a User, a third party or you;
- g. Use your Account or the Services in a manner that Rentec Direct, NACHA, Our Banks, Visa, MasterCard, American Express or Discover reasonably believe to be an abuse of the ACH or credit card system or a violation of credit card or NACHA association rules;

## **5. Your Liability - Actions We May Take.**

5.1 Your Liability. You are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liability incurred by Rentec Direct, a Rentec Direct User, or a third party caused by or arising out of your breach of this Agreement, and/or your use of the Services. You agree to reimburse Rentec Direct, a User, or a third party for any and all such liability.

5.2 Reimbursement for Your Liability. In the event that you are liable for any amounts owed to Rentec Direct, Rentec Direct may charge those amounts to any payment information present on file. If you do not have a Balance that is sufficient to cover your liability, your Account will have a negative Balance and you will be required to immediately add funds to your Balance to eliminate the negative Balance. If you do not do so, Rentec Direct may engage in collection efforts to recover such amounts.

## **6. MISC**

6.1 Rentec Direct may take any collection measures as may be permitted under law for the recovery of amounts due, including without limitation filing suit in the appropriate courts. Landlord agrees to pay Rentec Direct's costs of collecting overdue amounts from Landlord, including court costs, and Rentec Direct's reasonable attorney fees, regardless of whether suit or action is required.

6.2 Nothing in this agreement shall prevent Rentec Direct from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Rentec Direct's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

## **7. Limitation of Liability**

7.1 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL RENTEC DIRECT BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR TIME ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, THE DELIVERABLES OR THIS AGREEMENT, EVEN IF RENTEC DIRECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF RENTEC DIRECT FOR ANY BREACH OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) EXCEED THE LESSER OF \$1,000 OR RENTEC DIRECT'S MARK-UP ON THE FEES ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT OR SERVICES WHICH DIRECTLY

GAVE RISE TO SUCH DAMAGES IN THE ONE YEAR IMMEDIATELY PROCEEDING THE EVENT THAT IS THE BASIS FOR SUCH CLAIM.

## **8. Definitions**

- a. "ACH" means the Automated Clearing House network.
- b. "Agreement" means this agreement including all subsequent amendments.
- c. "Authorize" or "Authorization" means you authorize Rentec Direct to collect a payment from your Account.
- d. "Business Days" means Monday through Friday, excluding Holidays.
- e. "Chargeback" means a request that a buyer files directly with his or her credit card company or bank to invalidate a payment.
- f. "Days" means calendar days.
- g. "Rentec Direct," "we," "us" or "our" means Rentec Direct, LLC and its subsidiaries and affiliates.
- h. "Landlord," "you" or "your" means you and any other person or entity using the Service.
- i. "Tenant," and "Renter" means the individual or organization who has a contract with the Landlord to rent or lease a property managed by the Landlord.
- j. "Services" are the electronic or non-electronic products provided by Rentec Direct to Landlord. Examples include: website access, payment processing initiation or facilitation, online accounting, and property management software.

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*Revision 1.1 01/04/2021*