

## Web Site Agreement

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**Bill Payment Services.** By accessing the Service, you authorize (1) Lakeland Surgical and Diagnostic Center, LLP to establish and maintain your bills and payment authorizations and (2) Lakeland Surgical and Diagnostic Center, LLP to process your payments.

When Lakeland Surgical and Diagnostic Center, LLP receives a payment authorization, you authorize Lakeland Surgical and Diagnostic Center, LLP to charge your transaction account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that Lakeland Surgical and Diagnostic Center, LLP will complete most transactions within twenty-four (24) hours of the day designated, it is understood that due to circumstances beyond the control of Lakeland Surgical and Diagnostic Center, LLP, particularly delays in handling and posting payments by slow-responding companies or financial institutions, some transactions may take a day or even a few days longer.

For this reason, it is recommended that all payment authorizations be received by Lakeland Surgical and Diagnostic Center, LLP at least three (3) business days before the actual due date.

Lakeland Surgical and Diagnostic Center, LLP will use its best efforts to process all your payment authorizations promptly and properly. However, Lakeland Surgical and Diagnostic Center, LLP shall incur no liability if it is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account.
2. You have not provided Lakeland Surgical and Diagnostic Center, LLP with correct names or account information.
3. Circumstances beyond Lakeland Surgical and Diagnostic Center, LLP control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper transmission of your payment authorization and Lakeland Surgical and Diagnostic Center, LLP has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing, three (3) exceptions to the Lakeland Surgical and Diagnostic Center, LLP performance obligations are applicable, Lakeland Surgical and Diagnostic Center, LLP shall be responsible for properly directing the payment authorization.

THE FOREGOING SHALL CONSTITUTE LAKELAND SURGICAL AND DIAGNOSTIC CENTER, LLP'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER.

Authorization of payment of taxes or court-directed payment through the Service is prohibited.

**Security.** If you believe that your Software has been lost or stolen or that someone may attempt to use your information without your consent or has authorized payments without your permission, you must notify Lakeland Surgical and Diagnostic Center, LLP at once.

You must not restrict or inhibit any other user from using the Service. You may not send any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, threatening, offensive, or otherwise objectionable information of any kind. You may not use the Service to conduct any illegal activity or solicit the performance of any illegal activity, including without limitation the U.S. export control laws and regulations.

**Your liability for Unauthorized Transfers.** If you tell us within two (2) business days after you discover Software has been lost or stolen, you can lose no more than \$50.00 if someone uses your Lakeland Surgical and Diagnostic Center, LLP account without your permission. If you do not tell us within two (2) business days after you learn of such loss or theft, and we can prove that we could have stopped someone from using your password or the Software without your permission if you had told us, you could lose as much as \$500.00.

**In the Event Your Bank Returns a Transaction.** In using the Service, you are requesting Lakeland Surgical and Diagnostic Center, LLP to make payments for you from your designated transaction account. If your financial institution, or the holder of the account from which you have designated payment is unable to process a transaction (for example, there are not sufficient funds in your account to cover the transaction), the transaction may not be completed.

**Types of Payments and Limitations on Payees.** You may use the Service to authorize payment from an account that you designate. Biller reserves the right to refuse to pay any person or entity to whom you may direct a payment. Lakeland Surgical and Diagnostic Center, LLP is obligated to notify you promptly if they decide to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments, which are prohibited under this Agreement.

**Charges.** As a customer of the Service, you will not be charged by Lakeland Surgical and Diagnostic Center, LLP for receiving a bill electronically or for payment authorizations that you choose to send electronically. There may be a charge for additional transactions and other optional services.

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