



Electronic Payments Core of Knowledge

EPCOR TERMS AND CONDITIONS

These Terms and Conditions (“Terms”, “Terms and Conditions”) govern your use of the EPCOR website <https://www.epcor.org> website (the “Site”) and all products and services provided by EPCOR via the Sites (the “Services”), so please read them carefully.

Your access to and use of the Site and any of the Services is conditioned upon your acceptance of and compliance with these Terms; these Terms are a legally binding agreement made by and between EPCOR, Inc. (“we”, “us”, “EPCOR”) and you, personally and, if applicable, on behalf of the entity on whose behalf you are using the Site or any of the Services (collectively, “you” or “your”).

By accessing or using the Site or any of the Services you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Site or any of the Services.

You agree that EPCOR’s [Privacy Policy](#) (the “Privacy Policy”) governs the terms and conditions under which EPCOR may collect, use, and share your information.

ADDITIONAL TERMS

Some Services may be subject to additional terms, which, if applicable, will be presented to when you use or create an account to use such Services or when you otherwise enter into an agreement with us for such Services. If you use any Service subject to additional terms, you agree to be bound by the terms of these Terms and those additional terms. If there is a conflict between these terms and the additional terms for a particular Service, the additional terms will control for that Services.

If you wish to purchase certain Services (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The Site may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order for any Service at any time for reasons including but not limited to: Service availability, errors in the description or price of the Service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

AVAILABILITY, ERRORS AND INACCURACIES

We routinely update Services offerings on the Site. We may experience delays in updating information on the Services and in our advertising on other web sites. The information found on the Services may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Services and we cannot guarantee the accuracy or completeness of any information found on the Services.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. More generally, you agree that we may change or discontinue any of the Sites or the Services at any time without liability to you or any third party.

ACCOUNTS

To use certain Services, you must create an account accessible through a user name and password. You may not use or access the Services if you are under age 18. When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Services.

You are solely responsible for maintaining the confidentiality of your account and login credentials, including but not limited to the restriction of access to your computer and/or account. You agree to and do accept responsibility for any and all activities or actions that occur under your account and/or login credentials, whether with our Services or a third-party service accessible via our Services, and that you are solely responsible for any losses incurred by you resulting from unauthorized use of such login credentials. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account or that your login credentials have been stolen or otherwise compromised.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

INTELLECTUAL PROPERTY

The Services and its original content, features and functionality are and will remain the exclusive property of EPCOR and its licensors, and using the Site or the Services does not give you ownership of or any rights to any materials or content that may be provided to you in connection with your use of the Site or the Services, other than as expressly provided in this Terms or, if applicable, additional terms for a particular Service. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of EPCOR.

Some of the Services allow you to submit content. To the extent you have any intellectual property rights in any content, you will retain those rights. By uploading or otherwise submitting content in connection with your use of the Services, you grant EPCOR (and its affiliates, distributors, and other agents it may designate in its discretion) a non-exclusive, worldwide, perpetual, royalty-free, non-terminable, sublicensable, transferable, license to use, distribute, reproduce, create derivative works of, distribute, publicly perform, publicly display and transmit such content for any purpose in connection with the provision, operation, promotion, and improvement of the Services and development of new EPCOR products and services. Do not submit content unless you have the right to grant this license for such content. If you submit ideas, suggestions or anything else about the Services (such as ways to improve the Services) to EPCOR, you agree that EPCOR can use that feedback for any reason, without payment or other compensation to you, forever and throughout the world. Do not submit any feedback to EPCOR in which you do not wish to grant such rights.

LINKS TO OTHER WEB SITES

Our Services may contain links to third party web sites or services that are not owned or controlled by EPCOR.

Your use of such third party websites, materials or other information will be subject to those terms to which you and the third party agree. You agree that EPCOR has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services and that EPCOR does not warrant the offerings of any of these entities/ individuals or their websites, including whether any information available via any such third party sites or services is accurate or whether the information is suitable for your use or use in connection with the Services. You agree that EPCOR is not responsible for whether third party information accessed by you is available for your use, for the performance or operation of any third party website, for any products or services advertised or sold by any third party (including on or through a third party's website), or for any other action or inaction by any third party.

You acknowledge and agree that EPCOR shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

YOUR OBLIGATIONS, YOUR RIGHTS AND LIMITATIONS ON YOUR RIGHTS

You agree that you are responsible, and EPCOR is not responsible: (i) for any internet access, hardware, or software that is necessary or appropriate to facilitate your use of or access to the Services; (ii) for establishing and following appropriate procedures to safeguard the security of the hardware, software, and information used by you in connection with your access to or use of the Services; and (iii) for adequate protection, security and backup of data and equipment used in connection with your access to or use of the Services.

Subject to your compliance with these Terms and any additional terms that are applicable to a particular Services, we grant you a limited, non-exclusive right to use the Services, and any content and materials made available to you in connection with your use of the Services, only for your internal business purposes, informational purposes and for such other purposes (and subject to such further limitations) as may be provided in these Terms, any additional terms applicable to a particular Services, or any instructions for use that we may provide from time to time. In addition, you agree that you will (i) comply with all applicable laws in your use of the Site and the Services, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements; (ii) provide accurate information to us and keep it updated; and (iii) use the Services in a professional manner.

In addition to your obligation to use the Site and Services only as expressly permitted under these Terms, by using the Sites or the Services, you expressly agree that you will not, in your use of the Sites or the Services: (i) cause, or attempt to cause, a denial of service condition or otherwise engage in any activity that interferes with any third party's ability to use or enjoy the Services; (ii) access, or attempt to access, data or information that does not belong to you or portion of the Services to which you have not been granted access by EPCOR pursuant to your authorized use of the Services; (iii) destroy or corrupt, or attempt to destroy or corrupt, data or information that does not belong to you, or otherwise interfere with or damage the Services; (iv) infringe, violate, or transgress any rights of EPCOR, its customers, or other users of the Services; make any false or misleading statements about EPCOR, its customers, or other users of the Services; or submit any false or misleading information to EPCOR (including in your use of the Services); (v) disparage the Services or engage in any activity harmful to or likely to be harmful to the reputation or goodwill of EPCOR; (vi) use, upload, or input data that has not been collected, used, and protected in a manner that complies with all applicable laws, rules, and regulations and agreements governing collection, use, or protection of such data; (vii) use, upload, or input data for any purpose that does not comply with all applicable laws, rules, and regulations and agreements governing use of such data; (viii) attempt to download or otherwise acquire possession of any software used to provide the Services, other than components expressly authorized for download in accordance with documentation provided by EPCOR in connection with your use of the Services; (ix) reverse engineer any of EPCOR's software or services or attempt to derive any algorithms, processes or methods used in connection with the Services; (x) use, display, perform, copy, reproduce, represent, adapt, create derivative works from, distribute, transmit, sublicense or otherwise circulate or make available by any means whatsoever any materials or content made available to you in connection with your use of the Services, without express permission from the owner, except as expressly set forth in these Terms or any additional terms applicable to a particular Services; (xi) disrupt, interfere with, or bypass (or attempt to disrupt, interfere with, or bypass) any security or user authentication features of the Services; (xii) use the Services for the benefit of third parties (such as a service bureau) or to compete with EPCOR; or (xiii) assist any third party in engaging in any such activity.

TERMINATION

You may stop accessing or using the Sites or the Services at any time. EPCOR may terminate your access to the Sites or the Services in whole or in part if it reasonably believes you have breached any of the terms and conditions of these Terms or if you fail to timely pay any fees due to EPCOR in connection with your right to use the Sites or receive the Services. Your rights to access certain Services may terminate if the entity on behalf of which you are using the Services breaches these Terms or requests termination of such access. Following termination, you will not be permitted to access the Sites or use the Services. If your access to the Sites or the Services is terminated, EPCOR may exercise whatever means it deems necessary to prevent unauthorized access to the Sites or the Services, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet service provider. These Terms will survive indefinitely unless and until EPCOR chooses to terminate them, regardless of whether any account you open is terminated by you or EPCOR or whether you continue to use or continue to have the right to use the Sites or the Services.

GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of Missouri, United States, without regard to its conflict of law provisions and the United States of America applicable to contracts entered into and performed entirely within the State of Missouri. Any action at law or in equity arising under these Terms permitted to be filed under these Terms will be filed only in an appropriate State or Federal Court located in [Jackson] County, Missouri. The Parties hereby irrevocably consent and submit to the exclusive personal jurisdiction of and venue in such courts for the purposes of litigating any such action.

ADDITIONAL TERMS

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Services, and supersede and replace any prior agreements we might have had between us regarding the Site or the Services. You may not transfer your rights or obligations under these Terms without the prior written consent of EPCOR. EPCOR may freely do so, in whole or in part. These Terms will be binding upon the successors and permitted assigns of you and EPCOR. These Terms do not create any third party beneficiary rights. You and EPCOR are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by these Terms. Whenever possible, each provision, or subpart thereof, of these Terms shall be interpreted so as to be valid and enforceable under applicable law. If any provision of these Terms is adjudicated to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such adjudication shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of these Terms is adjudicated to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited to the extent required by applicable law and shall be enforced to the maximum extent permissible under applicable law.

You represent and warrant that you have all necessary authority and power to enter into this Agreement including, if applicable, the entity on whose behalf you are using the Services and that this Agreement constitutes the valid and binding obligation of you and, if applicable, such entity, in accordance with its terms.

Words such as “herein”, “hereinafter”, “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a section, paragraph or clause in which such words appear, unless the context otherwise requires. All definitions set forth herein will be deemed applicable whether the words defined are used herein in the singular or the plural. The singular shall include the plural, and each masculine, feminine and neuter reference shall include and refer also to the others, unless the context otherwise requires. The words “include”, “includes” and “including” are deemed to be followed by “without limitation” or words of similar import. Except where the context otherwise requires, the word “or” is used in the inclusive sense (and/or). The headings and summaries of the terms of this Agreement are provided for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

CHANGES

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. Notification of modifications to these Terms will be posted on this page and notice of modified additional terms will be posted on this page or in the applicable Services. Changes will become effective on the date specified in the applicable notification. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Services after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Services.

DISCLAIMER AND LIMITATIONS OF LIABILITY

EPCOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF EPCOR HAS BEEN INFORMED OF SUCH PURPOSE), VALIDITY, ENFORCEABILITY, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND ANY WARRANTIES THAT MAY ARISE DUE TO COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. THE SITES AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND EPCOR MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL ACHIEVE A PARTICULAR RESULT, MEET YOUR REQUIREMENTS, OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE, OR BE UNINTERRUPTED, SECURE, OR ERROR FREE.

In no event shall EPCOR or any of its officers, directors, employees, shareholders, agents, representatives, successors, or assigns (the “EPCOR Parties”) be liable for any indirect, incidental, punitive, special or consequential damages (including without limitation loss of profits, revenue, goodwill, data, or use, work stoppage, computer failure or malfunction, or any damages arising from incorrect information or data provided by EPCOR), resulting from the use of or inability to use any of the Sites or Services; the performance or non-performance of any of the Sites or Services; the failure of essential purpose; or the failure of any of the Sites or Services to achieve any particular result, even if, in any case, EPCOR has been notified of the possibility or likelihood of such damages (the “Losses”). Subject to the foregoing, the entire liability of the EPCOR Parties in respect of any Losses, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, is limited to and will not exceed the greater of (i) the amount you have paid to EPCOR for your use of the Services during the one year period immediately preceding the event (or, as the case may be, the last to occur of the series of events) giving rise to your damages or (ii) one hundred dollars (US\$100).

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. AS SUCH, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS APPLY, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless EPCOR and the EPCOR Parties from any and all claims, injuries, liabilities, damages, losses and all costs and expenses (including attorneys’ and expert witnesses’ fees and expenses) due to or arising out of your use of any of the Sites or Services or your breach of these Terms. If you are obligated to provide indemnification pursuant to this provision in respect of any third party claim, EPCOR may, in its sole and absolute discretion, control the disposition of such third party claim at your sole cost and expense. Without limiting the foregoing, you may not settle, compromise or in any other manner dispose of any third party claim without the consent of EPCOR.

DISPUTE RESOLUTION

If you have any dispute with EPCOR or any related third party, arising out of, relating to, or connected with the Services, you agree to contact EPCOR at the address set forth below; provide a brief, written description of the dispute; and give EPCOR thirty (30) days within which to resolve the dispute to your satisfaction. You must provide notice of any dispute (or otherwise assert any claims) related to your use of the Services or under these Terms, if at all, in writing to EPCOR within one (1) year of the date such claim first arose, or such claim is forever waived by you. Each claim shall be adjudicated individually, and you agree not to combine your claim with the claim of any third party.

CONTACT US

If you wish to provide legal notice to EPCOR or any other notice required or provided by this Agreement, please do so by letter, deposited into the United States mail, return receipt requested, postage prepaid, and addressed as follows: EPCOR, Inc., 3100 Broadway Blvd., Suite 555, Kansas City, MO, 64111. Attention: Chris Richardson

For communications for purposes other than those related to this Agreement, you may contact EPCOR at memserve@epcor.org.