



**e.service® BY WEB AGREEMENT**

THIS AGREEMENT, is made and entered as of the date that the last party to the agreement executes it between VANCO SERVICES, LLC ("Vanco") and ("Company").

**RECITALS:**

- A. Vanco provides services to its customers pursuant to various *e.service®* programs;
- B. Company desires to purchase "*e.service® by Web*" from Vanco pursuant to the terms and conditions of this Agreement; and
- C. For the purpose of this Agreement, "notice" or "notification" may be given in person, by United States Mail with postage prepaid or by means of electronic communication to the last known address of the other party; and
- d. For the purpose of this Agreement, "Company's Account" refers to the account maintained by Company at its financial institution; "ACH" refers to the Automated Clearing House Network.

Vanco and Company hereby agree as follows:

1. **e.service® BY WEB.** *e.service® by Web* is a service to build and manage web sites for the purpose of capturing payment and other information.
2. **COMPANY'S DUTIES.** In order to utilize *e.service® by Web*, Company must have a hosted website.
3. **PROGRAM CHARGES AND TAXES.** Company agrees to pay Vanco monthly for Program Charges for *e.service® by Web* by an ACH debit to Company's Account. Said Program Charges, which Company acknowledges receiving from Vanco, may be modified at any time upon thirty (30) days notice. Any taxes or fees, except taxes based upon income, imposed by any federal, state, municipal or other governmental authority that may be applicable to the services provided to Company pursuant to this Agreement, shall be paid by Company regardless of whether such taxes or fees are added to the invoice which Vanco provides to Company and regardless of when such taxes or fees are determined to be due and owing. The Program Charges are small in relation to the transactions made pursuant to *e.service® by Web*. The Program Charges have been established based upon the limitation of liability set forth in Paragraph 4.
4. **LIMITATION OF LIABILITY.** Services provided by Vanco are on an "as is" basis, and Vanco makes no express or implied warranty regarding *e.service® by Web*. All warranties, whether express, statutory, implied or otherwise, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, are hereby expressly disclaimed by Vanco and waived by Company. Furthermore, Vanco does not warrant or make any representation regarding the results of Company's use of the services, the Internet or the application program interface ("API") or the material associated therewith in terms of capability, correctness, accuracy, reliability or otherwise. No oral or written information, representation, or advice given by Vanco or a Vanco representative shall create a warranty for the services, the Internet, or the API. Company acknowledges that Vanco has not represented or warranted that the services will be uninterrupted, error free or without delay. The flow of data through the Internet depends in part on the performance of third-parties whose actions or inactions can produce situations in which the functioning of the Internet may be impaired or disrupted. Vanco does not guarantee that such events will not occur and Vanco disclaims all liability related to such events.  
Except for Company's obligation to pay Program Charges, neither party will be liable for any failure or delay in performing under this Agreement where such failure or delay is due to causes beyond its reasonable control, including natural catastrophes, governmental acts or omissions, terrorism, labor difficulties, communication systems breakdowns, hardware or software failures

or transportation problems. Additionally, Vanco will not be liable for any consequential, indirect, special, punitive, incidental or similar damages regardless of whether such damages are foreseeable or whether Vanco has been advised of the possibility thereof including claims for loss of goodwill, profits, data or use of money or products.

5. **TERM.** This Agreement shall continue in effect unless terminated by either party upon thirty (30) days notice. Provided however, that in the event that Vanco attempts to make a debit to Company's Account pursuant to Paragraph 3 which is later returned because the account has insufficient funds in it to permit the debit, Vanco shall be entitled to terminate this contract immediately upon the occurrence of such an event and thereafter give notice to Company that this Agreement has been terminated.

6. **MISCELLANEOUS.** This Agreement shall constitute the entire agreement between the parties and supersedes all prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding *e.service® by Web*. This Agreement shall be construed under the laws of the State of Minnesota and the exclusive venue for any litigation shall be in the courts of the State of Minnesota. The Company hereby submits to the jurisdiction of said courts.

This Agreement may hereafter be amended by Vanco giving Company advance notice of changes to the terms and conditions of this Agreement. Company's utilization of *e.service® by Web* from Vanco subsequent to such notification shall constitute Company's consent to such modification.

All of the provisions of this Agreement shall survive its termination except for Vanco's obligation to provide *e.service® by Web* to Company.

This Agreement may not be assigned by either party except that either party may assign this Agreement to any successor by merger, consolidation or corporate reorganization.

Each party hereby warrants and represents that the person whose signature appears below has been duly authorized and that all of the necessary and appropriate corporate authority exists for said party to execute this Agreement.

**NOTE:**  
Company has made application via Vanco's website to utilize *e.service® by Web*. Company's execution of the separate **Authorization and Representations** form pertaining to this Agreement constitutes acceptance of the terms of this Agreement. If Vanco approves Company's application, it will do so in writing by executing the Authorization and Representations form. At that time both parties will be bound by the provisions of this Agreement.



**e.service**

# PROGRAM CHARGES

**e.service® by Web**

Web hosting fee	\$25.00 *	per month
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\* Includes secure web hosting for a single Vanco-hosted payment page that is customized to match the style of your website. Also includes a mobile version of the page and a unique QR code that connects to the mobile version. The payment page can be designed to accept any combination of donations, registrations, tuition or other payments. If you want more than one Vanco-hosted payment page (i.e., donations and payments on separate pages), the web hosting for each additional page is only \$10.00 per month. Transaction fees apply. To view transactions fees, see Program Charges for the following processing solutions:

- **e.service® Merchant Services** (credit and debit card processing)
- **e.service® Electronic Funds Transfer** (ACH processing)

## SPECIAL PROGRAMMING

Vanco will provide a quote for customizations requiring special programming. Call 800-675-7430 to inquire.