

All freight invoices are created and paid electronically thru Epay Manager. Before an invoice can be created, your company is required to register online at www.epaymanager.com/registration. Alternatively, you may complete the form below and return it to our Accounts Payable department and we will create an account for you. Immediately after your account is created, you will receive an email with your username and password to login to Epay Manager.

Company Information

The following information is required to register for Epay Manager. All company information is kept confidential, and will not be distributed to third parties for any reason.

Name*	<input type="text"/>		
Address 1*	<input type="text"/>		
Address 2	<input type="text"/>		
City*	<input type="text"/>	State*	<input type="text"/>
Phone*	<input type="text"/>	Ext	<input type="text"/>
		ZIP*	<input type="text"/>
		Fax	<input type="text"/>

Billing Contact Information

First Name*	<input type="text"/>	Contact Phone*	<input type="text"/>
Last Name*	<input type="text"/>	Email Address*	<input type="text"/>

Bank Information

Bank Name*	<input type="text"/>		
Address 1*	<input type="text"/>		
Address 2	<input type="text"/>		
City*	<input type="text"/>	State*	<input type="text"/>
Phone*	<input type="text"/>	Ext	<input type="text"/>
		ZIP*	<input type="text"/>
		Fax	<input type="text"/>
Bank Contact	<input type="text"/>		
Account Name*	<input type="text"/>		
Routing Number*	<input type="text"/>	Account Number*	<input type="text"/>

Terms & Conditions

I have read and agree to the Terms & Conditions for use of Epay Manager.

Signature

Date



Terms & Conditions

By registering for membership, you agree to the following terms:

These are the Terms and Conditions concerning your use of the Epay Manager application ("Epay") for online billing. By accessing and using this site, you agree to be bound by the following Terms and Conditions. If you do not agree to these Terms and Conditions, you may not complete the registration process. Your proceeding to use Epay indicates your acknowledgment that you have read and accept these Terms and Conditions.

- 1) **Eligibility** – In order to use Epay Manager, you must be a legal company with a US bank account, Internet access and a valid, working Email address and register for an Epay Membership ("Membership"). You agree that you will register for and maintain no more than one Membership. You agree that Level One Technologies, Inc. has the absolute right to terminate duplicate memberships. Further, should you register for more than one membership, Level One Technologies, Inc. has the absolute right without liability to you to terminate all of your memberships and will restrict you from going forward in the system.
- 2) **Registration Information** – You agree to provide current, accurate, and complete personal and banking registration information and to maintain and promptly update your information as applicable. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, you agree that Level One Technologies, Inc. has the absolute right without liability to you to terminate your use of Epay, and Level One Technologies, Inc., its subsidiaries, affiliates, agents, employees, and assigns shall have the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information. You authorize Level One Technologies, Inc. and its subsidiaries, affiliates, agents, employees, and assigns to make any inquiries they consider necessary to validate your registration. You agree to notify Level One Technologies, Inc. immediately of any changes in your registration data. Proceeding with the registration process indicates your intent to comply with this Term. Level One Technologies, Inc. will keep your registration information private and confidential. All banking information will be stored on secure and encrypted servers.
- 3) **Correct Email** – You agree that you have access to the Internet and to a current email address. You have sole responsibility for providing Level One Technologies, Inc. with a correct and operational email address. Level One Technologies, Inc. will not be liable for any undelivered email communications or any costs you incur for maintaining Internet access and an email account. You must promptly notify Level One Technologies, Inc. of any change in your email or postal mailing address.
- 4) **Passwords** – You are solely responsible for maintaining the confidentiality of your Membership password(s), and agree that Level One Technologies, Inc. will have no obligations with regard thereto. You agree not to divulge your Account password(s) to anyone, nor may you use anyone else's password(s). If you believe your password has been lost or stolen or someone has gained access to your password without your permission, call us immediately at 1-800-240-1824 or email us at service@epaymanager.com. No staff member of Level One Technologies, Inc. will ever ask for your password(s) or have any method of obtaining your membership passwords. Every Epay user for your company should have a unique username and password. Passwords can be reset if they are lost or forgotten. Our servers will encrypt a temporary password and email it to the email address on file for that member. This temporary password will allow the user to login and require them to change their password. Level One Technologies, Inc. is not responsible for any losses you incur as a result of your misuse of your Membership password(s).
- 5) **Electronic Communications** – To the fullest extent permitted by applicable law, these Terms and Conditions and any other agreements, notices, or other communications regarding your Membership and/or your use of Epay ("Communications") may be provided to you electronically and you agree to receive Communications in an electronic form. Electronic Communications may be posted on the pages within the Epaymanager.com web site and/or delivered to your email address. You agree to print a copy of any Communications and retain it for your records. All Communications in either electronic or paper format will be considered to be in "writing," and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the Communication. Level One Technologies, Inc. reserves the right but assumes no obligation to provide Communications in paper format. When a member is logged in as a Payee and clicks the "Send" button on a pending invoice, the member authorizes the submission of the invoice, without dispute of its content, to the Payer for approval or rejection. When there is a dispute, the member should not click the "Send" button until all disputes have been

resolved. When a member is logged in as a Payer and clicks the "Approve" button on a pending invoice, the member authorizes the payment of the invoice, without dispute of its content, within the terms agreed upon. Your consent to receive Communications electronically is valid until you revoke your consent by notifying Level One Technologies, Inc. of your decision to do so, by sending an email message to service@epaymanager.com or by calling 1-800-240-1824. If you revoke your consent to receive Communications electronically, Level One Technologies, Inc. shall have the absolute right to terminate your right to use the epaymanager.com site.

- 6) **Fees** – For the right to complete a transaction through Epay, you agree that Level One Technologies, Inc. shall be entitled to a nonrefundable transaction fee (the "Transaction Fee") that is based on the member's volume of invoices and/or the average amount transferred. Level One Technologies, Inc. retains the right to increase fees at any time to allow for fluctuating costs of the services provided, but shall never override any existing contract pertaining to rates. Fees are fully disclosed and may be split between the parties in any manner. Level One Technologies, Inc. is not involved in negotiations between you and your vendors and customers, and any discount(s) that may apply is not required, controlled, or determined by Level One Technologies, Inc. For your records and verification, the transaction fee will show up on the transaction summary template and all payment status lists on the website.
- 7) **Processing** – Level One Technologies, Inc. shall make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts are processed in a timely manner. ACH payment instructions are sent once a day. All transactions must be approved for processing before 2:00 PM CT in order to be processed that day. A typical payment results in the Federal Reserve debiting a payer's account on one business day and crediting the carrier's account on the next business day. However, a number of factors, several of which are outside of Level One Technologies, Inc.'s control, will contribute to when the funds are received. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE AMOUNT OF TIME NEEDED TO COMPLETE PROCESSING, SUCH AS DELAYS IN THE BANKING SYSTEM OR THE U.S. OR INTERNATIONAL MAIL SERVICE, NOR SHALL WE BE LIABLE FOR ANY ACTUAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY CLAIM OF DELAY. We estimate that transactions will generally clear within five (5) days of submission, but you should note that the U.S. Federal Reserve allows up to sixty (60) days for any disputes or reversals.
- 8) **Electronic Transfers** – When you make a payment funded through Epay, you are requesting an electronic transfer from your bank account. Upon your request, Level One Technologies, Inc. will make electronic transfers via the Epay application to and from your U.S. bank account in the amount you specify, minus any applicable fees. You agree that such requests constitute authorization for such transfers. If you request an electronic transfer from your bank account, you also authorize Level One Technologies, Inc. to confirm your control of your bank account through various methods, including, but not limited to, calling your business' principal, requiring the entry of credit card information, or requiring a forced transfer of a small amount to verify your bank account balance. Your bank account and your Epay Membership will be considered verified once you correctly enter the deposit amounts on the epaymanager.com site. The minimum debit amount per transaction is \$25.00 and the maximum allowed is \$10,000.
- 9) **Reversal Transactions** – In the event that your transaction is reversed for any reason, you will owe Level One Technologies, Inc. for the amount of the reversed transaction. Examples of such a reversal include, but are not limited to, a closed bank account was used, a reversal of the transaction because the sender of the payment was using an unauthorized checking account and the electronic equivalent check returned due to insufficient funds. Level One Technologies, Inc. will seek to recover the funds from you by debiting your account balance and, if there are not sufficient funds in your account balance, you agree that Level One Technologies, Inc. has the right to collect your debt to Level One Technologies, Inc through a traditional invoice or by any other legal means. You authorize Level One Technologies, Inc. to withdraw any amount deposited by Level One Technologies, Inc. with respect to a reversal transaction in accordance with U.S. Federal Reserve standard terms.
- 10) **Not a Bank** – You acknowledge that: (i) Epay is not a banking service; (ii) Epay is not insured by any government agency of any nation; (iii) Epay is not subject to banking regulations; and (iv) Epay does not hold your funds in a separate Epay account, but draws funds directly from your bank account when you complete a transaction on the Epay site.
- 11) **Penalties** – Level One Technologies, Inc. reserves the right to terminate your Membership at Level One Technologies, Inc.'s sole discretion. Level One Technologies, Inc. also reserves the right to charge or impose fines for fees incurred by Level One Technologies, Inc. through users who misuse the Epay site. Termination of your Membership does not remove your responsibility under this agreement to pay all fees incurred up to the date the Membership was cancelled including any fees incurred up to the date of termination of the service. Level One Technologies, Inc. reserves the right to cancel a user's Membership for abuse, neglect, fraudulent, or illegal actions at any time without returning any money to the customer. Level One Technologies, Inc. reserves the right to demand advance payments for service to high-risk customers.
- 12) **ARBITRATION** – ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE PROVISION OF Level One Technologies, Inc. SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY SUCH CONTROVERSY OR CLAIM SHALL BE AR-

BITRATED WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. THE ARBITRATION SHALL BE CONDUCTED IN ST. LOUIS, MISSOURI, AND JUDGMENT ON THE ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. EITHER YOU OR Level One Technologies, Inc. MAY SEEK ANY INTERIM OR PRELIMINARY RELIEF FROM A COURT OF COMPETENT JURISDICTION IN ST. LOUIS, MISSOURI, NECESSARY TO PROTECT THE RIGHTS OR PROPERTY OF YOU OR Level One Technologies, Inc. (OR ITS SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, AND ASSIGNS) PENDING THE COMPLETION OF ARBITRATION.

- 13) **Site Use and Content** – You may view, copy, or print pages from this site solely for personal, noncommercial purposes. You may not otherwise use, modify, copy, print, display, reproduce, distribute, or publish any information from this site without the express permission of Level One Technologies, Inc. At any time Level One Technologies, Inc. may, without notice, make changes to this site or to the online services or products described in this site.
- 14) **Links to Other Sites** – The Epay site may include hyperlinks to web sites maintained or controlled by others. Level One Technologies, Inc. is not responsible for and does not endorse the contents of, use of, or any of the products or services offered in these sites.
- 15) **Cancellation** – You may cancel your Epay Membership at any time upon prior written notice to us. Members who have a contractual relationship with Level One Technologies, Inc. for the Epay service may refer to their cancellation provision in their contract for procedures and penalties. Level One Technologies, Inc. reserves the right to cancel this service at any time. If you do not access your Membership for a period of one (1) year, it will be terminated. Upon cancellation or termination of your Membership, Level One Technologies, Inc. will delete your banking information in order to safeguard against illegal access to it.
- 16) **Hacking** – If you use, or attempt to use the Epay site for other purposes including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Epay, your Membership will be terminated and you will be subject to damages and other penalties, including criminal prosecution where available.
- 17) **Assignability** – You may not transfer any rights or obligations you may have under these Terms and Conditions without the prior written consent of Level One Technologies, Inc. Level One Technologies, Inc. reserves the right to transfer any right or obligation under these Terms and Conditions without your consent.
- 18) **Indemnification** – You agree to indemnify, defend and hold harmless Level One Technologies, Inc. its affiliates, officers, directors, and employees from any claim, action, demand, loss, or damages (including, but not limited to, attorneys' fees) made or incurred by any third party arising out of or relating to your use of Epay.
- 19) **Disclaimers** – THE USER OF THE Epay SITE AND SERVICES ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS SERVER AND THE INTERNET GENERALLY. Level One Technologies, Inc. AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE INFORMATION ACCESSED FROM, OR VIA, THIS SERVER OR THE INTERNET, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Level One Technologies, Inc. DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT, OR PROCESS DISCLOSED ON THE SERVER OR OTHER MATERIAL ACCESSIBLE FROM THE SERVER. IN NO EVENT SHALL Level One Technologies, Inc. BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE SUE OR PERFORMANCE OF THE INFORMATION ON THIS SERVER OR THE INTERNET GENERALLY.
- 20) **No Warranties** – To the extent that you utilize Epay, you acknowledge that there cannot be a guarantee that communications or transactions conducted online will be absolutely secure. You further acknowledge that there may be system failure that may limit your ability to use the online services. You agree to assume all risk and liability arising from your use of Epay online services, including the risk of breach in the security of the communications or transactions you conduct with Level One Technologies, Inc. Level One Technologies, Inc.'s online services are provided "As Is" without warranty of any kind, whether express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or otherwise. Any Level One Technologies, Inc. material on this server may include technical inaccuracies or typographical errors. Level One Technologies, Inc. is not responsible for any damages incurred, consequential or otherwise. Level One Technologies, Inc. has the right to make changes and updates to any information contained within this server without prior notice. THE INFORMATION PROVIDED ON THIS SERVER AND SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY Level One Technologies, Inc., ITS AFFILIATES OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. NEITHER Level One Technologies, Inc. NOR ITS AFFILIATES WARRANT THAT THE INFORMATION ON THIS SERVER OR ON THE INTERNET GENERALLY WILL BE UNINTERRUPTIBLE OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE FROM THIS SERVER IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

21) **Modifications** – Level One Technologies, Inc. reserves the right to amend these Terms and Conditions at any time by posting the amended terms on our site. The amended Terms and Conditions shall be effective automatically upon being posted on this site. Your continued use of the services at our site will be deemed your agreement to the amended Terms and Conditions. A notice of any material amendment to the Terms and Conditions shall be posted on the web site for one week following such amendment. The Terms and Conditions were most recently revised on January 2, 2007.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION. By continuing your registration, you agree to the Terms and Conditions stated herein. You represent and warrant that you are authorized to enter into this Agreement and to bind yourself to the terms and provisions hereof