

Web Site Agreement and Authorization for Payments The GSNH Web Site (the "Service") is an on-line payment service provided by GSNH and its Licensors, including Internet Payment Exchange, Inc. GSNH Health and Payment Processors are together referred to as "we", "us", and "our" in this document. Please read this Agreement carefully before accessing or using the Service. By accessing or using the Service, you agree to be bound by the terms and conditions below. If you do not accept the terms and conditions of this Agreement, you may not access or use the Service. We may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement.

Payment Services.

In any other event, including, but not limited to, sending a payment authorization less than three (3) days prior to the actual due date, you bear the risk of incurring and the responsibility for paying any and all late charges or penalties. We will use our best efforts to process all your payment authorizations promptly and properly. However, we shall incur no liability if we are 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 us correct names or account information.
3. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper transmission of your payment authorization and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing, three (3) exceptions to our performance obligations are applicable, we shall be responsible for properly directing the payment authorization.

THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER.

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

Your liability for Unauthorized Transfers. If you tell us within two (2) business days after you discover your password or the Software has been lost or stolen, you can lose no more than \$50.00 if someone uses your account with us 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 us to make and accept 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. We reserve the right to refuse to pay any person or entity to which you may

direct a payment. We are obligated to notify you promptly if we 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.

Payment Refunds. Credit balances created by customer payments are regularly reviewed by Customer Accounting to determine if a refund is due to the customer. If no other outstanding account balance is identified by Customer Accounting personnel upon conducting full research of its accounting system, a refund check shall be issued to the customer in the amount of the overpayment.

Charges. As a customer of the Service, you will not be charged by us for receiving a bill electronically or for payment authorizations that you choose to send electronically.

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LIMITATION OF LIABILITY. IN NO EVENT SHALL WE OR OUR LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SERVICE, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF WE OR OUR LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS IMPOSED ON US, OUR LICENSORS OR SUPPLIERS, TOTAL LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICE.

Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you. You may also have other legal rights that vary from jurisdiction to jurisdiction.

Assignment. You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated entity. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

General. This Agreement is governed and shall be construed in accordance with the laws of the State of Texas, excluding its choice of law rules. This Agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between us and you concerning the Service and may only be amended in a writing signed by both parties. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this

Agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.