**Payment Authorization Terms &
E-Sign Disclosure and Consent Notice**

Welcome to White Marsh Ballet Academy, upon Registration, you accept these terms and conditions. Please read them carefully. You should retain an electronic or printed copy of these terms.

**Refund Policy:** Under normal circumstances, there are no refunds on the payments.

**Other Payment Options:** You understand that we have provided other ways to pay your bill, such as by mail, or in person, that may be made by the 25th of the month prior to automatic billing. Automatic Payment is voluntary and offered as a convenience to you.

**Authorization:** For ACH payments, by clicking on the designated button to complete a payment, or otherwise authorizing a payment, you authorize White Marsh Ballet, to initiate payments on the 1st day of each month. ACH debit to the bank account you indicated in the amount of the “Payment Amount”. You understand that because this is an electronic transaction, these funds will be withdrawn from your bank account on the first day of each month, unless you have specified a later date or paid the “Payment Amount” in person or by mail.

If you have specified a later date for your ACH payment and wish to cancel your payment (up to 24 hours prior) you can do so by emailing White Marsh Ballet Academy at whitemarshballetacademy@gmail.com.

For card payments, by clicking on the designated button to complete a payment, or otherwise authorizing a payment, you agree to pay the amount indicated as the full amount of each payment (“Total Amount Charged”) according to the card issuer agreement governing the card whose details you have provided. All authorizations are subject to the agreements governing your credit or debit card. Payment transactions by card will only be completed after receiving successful authorization from your card company for the Total Amount Charged.

**Saving Payment Information:** Your payment information will be kept on your account for future use, it will be used at your request to make future payments to your biller for as long as this information is retained. If we make any changes to these terms and conditions that affect the use of the saved information, we will post the new terms on our “Parent Portal” or provide them to you by email.

**Arbitration: The following provisions regarding arbitration apply only to claims between White Marsh BalletAcademy and United States individuals.**

**Any dispute between us and an individual (for this purpose, a human being) arising from or relating to the use of our services or a payment to a biller or other customer of ours (“Dispute”) will be resolved by mandatory and binding arbitration administered by National Arbitration and Mediation (“NAM”) under its Comprehensive Dispute Resolution Rules and Procedures (“Rules”). No Dispute may be pursued on a class or other representative basis and neither party will seek to coordinate or consolidate any arbitration with any other proceeding by another. The arbitrator will follow applicable substantive law and has no authority to deviate from that law. Unless prohibited by law, the arbitrator will decide what is subject to arbitration. This agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and any award shall be final and binding, and may be entered as judgment in any court of competent jurisdiction. In the event NAM is unwilling or unavailable to act as arbitrator, the parties or a court will select another arbitrator in accordance with the Federal Arbitration Act. A copy of the Rules are available by writing to NAM at 990 Stewart Ave., 1st Fl., Garden City, NY, 11530 or from its website** [**www.namadr.com**](http://www.namadr.com/)**. If any part of this paragraph is determined to be invalid, the reminder will remain in effect.**

**Limitation of Liability:**You agree that except as otherwise provided by law our liability for any delay, failure of delivery, underpayment, or nonpayment is limited to the fee paid to Paymentus to process your transaction. In no event shall Paymentus be liable for any direct, indirect, incidental, consequential, or punitive damages. You agree further that Paymentus shall not be liable for any damages whatsoever for its failure to process transactions from prohibited third parties.

**Prohibited Use: By using the Automatic Payment Option, you represent and warrant you (“Payer”) are (i) a customer of White Marsh Ballet Academy; (ii) paying a bill on your own behalf, or as a parent or relative of a Payer; and (iii) not using the Automatic payment option and/or the electronic billing and payment services on behalf of a Payer under a claim of agency or other third-party relationship, or for commercial gain. You agree that any breach of these warranties constitutes a material breach of this Agreement. White Marsh Ballet Academy reserves the right to reverse any and all payments made from third-party agencies, and you agree to: (i) indemnify White Marsh Ballet Academy for interchange fees, merchant fees, as well as all other costs and fees, including internal costs to White Marsh Ballet Academy to research and compile charges by you, incurred in processing a payment transaction in violation of these terms and conditions, and (ii) indemnify White Marsh Ballet Academy for all other damages, costs, fees, expenses, and attorney fees resulting from your breach of this agreement.**

**Governing Law:** Except to the extent limited or required by federal law, the laws of the State of Maryland, without regard to principles of conflicts of law, will govern the interpretation of these terms and conditions and any claim or dispute between you and White Marsh Ballet Academy.

**Changes to Terms and Conditions:** We may modify these terms and conditions from time to time for various reasons, including to reflect changes to our services, changes to the law, or other business reasons. We will post changes or revised terms and conditions here, and you should regularly refer to this page. In most cases, changes will not take effect until at least ten (10) days after they have been posted. Exceptions include when new services or functionality are added, or changes made for legal reasons, which will be effective immediately. You should stop using our service if you do not agree to any new or modified terms.

**The Following Additional Terms Apply If You Use Our Customer Portal, Website Or Telephone call To Schedule Or Make Payments**

By providing us with the requested information and submitting it to us, you authorize us, on behalf of your biller, to issue electronic debits (“eChecks”) to your bank, or to charge your debit or credit card (depending on the information you have given us) either for a one-time payment or on the schedule you agree to when setting up a payment schedule. This give us the right to present a check to your bank or to charge your debit or credit card (each a “transfer”) for your bill payment, and for any service fee (if one is charged), as you have instructed us for a one-time payment or as scheduled. It is your responsibility to have funds available in your account when the eCheck is presented to your financial institution or your debit card is charged.

You may use our service to pay your biller from your checking or savings account, or charge it to your credit or debit card, in the amounts and on the days or schedule you request. If applicable, the maximum payment you may make will be disclosed when you authorize or schedule your payment upon registration. This authorization will remain in effect until you cancel it through the same method by which you authorize a one-time payment or create the schedule, emailing White Marsh Ballet Academy, or in any manner we provide for that purpose. For a scheduled payment, the cancellation request must be received at least 5 business days before the next scheduled payment date. For a future-dated one-time payment, the cancellation request must be received at least 24 hours before the scheduled payment date. However, if after you cancel the authorization you submit a payment request, you will be deemed to have re-instated this authorization. A “business day” is Monday through Friday, except for holidays.

**Additional Terms That Apply Only to eChecks or Debit Card Transfers by United States Individuals From Accounts Used Primarily for Personal, Family or Household Purposes**

If you set up scheduled payments, you will receive 10 days’ advance written notice from us or your biller if a transfer varies in amount from the previous transfer. This notice may be your monthly bill or a separate notice and will include the amount and the date of the next transfer, which unless otherwise stated, will be the due date of the bill.