

eBPP Terms & Conditions

Definitions

Customer: The entity submitting the online payment.

Payee: The entity receiving the online payment.

Output Services Group, Inc.: The software company which hosts and maintains this online payment gateway on behalf of TFS.

TFS: Terex Financial Services, Inc. , the entity to which Customer is to submit payment(s) to.

Payment Gateway: Refers to the electronic systems, through which a Customer may pass payment information to TFS including but not limited to name, mailing address, email address, customer number and payments information.

Output Services Group, Inc. (" OSG") advises you "Customer" to read these Terms and Conditions in their entirety before processing your transaction. Your transaction is subject to your acceptance of these Terms and Conditions, which are agreed upon when you proceed with your transaction. This agreement is entered into on the date of payment acceptance. This agreement supersedes any prior agreements you have with TFS, or the owner of the merchant account Payee to which you are submitting an electronic payment. OSG and Customer hereby agree as follows:

By making your payment and providing the information needed to process your checking/savings account, you acknowledge that you have read and understand the Terms and Conditions contained herein.

Customer will indemnify, protect, defend and hold OSG, Payee, TFS and their affiliates and/or subsidiaries and all of its or their officers, agents and/or employees, harmless from and against any and all claims, losses, demands, actions, expenses, damages, liability, and/or causes of action, including (without limitation) attorney fees, other costs of defense and/or collection fees, which in any way result directly or indirectly from: breach of this agreement or any warranty or representation made to OSG; any damage or loss caused by negligence, fraud, dishonesty, or willful behavior by Customer or any of Customer's employees or agents; any contention, whether well founded, baseless or otherwise, that Customer violated the law or any rule or regulation; any damages resulting from or related to any failure or delay of OSG in providing transaction processing services under this agreement; any delays in the performance of services or for any failure to perform hereunder if such delays are due to strikes, inclement weather, acts of God, or other causes beyond OSG's reasonable control.

OSG will not be liable for performance of services where delayed by war, riot, embargoes, strikes, or acts of its vendors and suppliers, concealed acts of workmen (whether of OSG or others), or accidents. The indemnification provided for herein shall survive the termination of this agreement. Customer

warrants to OSG all of the following: that all representations and statements made by Customer in this agreement, or in any other document relating hereto, by Customer or on Customer's behalf are true, accurate and complete in all material respects. Where applicable and appropriate, Customer agrees to maintain and promptly update their registration or payment information to keep it true, accurate, current and complete. Failure to provide or maintain accurate and current data that is being passed to and from Customer will result in breach even if OSG and Customer have been advised of the possibility thereof.

OSG reserves the right to suspend or terminate any account or transaction from Customer if Customer provides OSG with information that is untrue, inaccurate, not current or incomplete. You may not use the OSG payment gateway for any illegal purpose or in any manner inconsistent with the terms and conditions set forth in this agreement. Customer agrees that OSG's services shall only be used for lawful purposes. Any transaction or transmission which violates federal, state or local laws, is expressly prohibited. Customer hereby authorizes OSG to investigate and confirm the information herein. For this purpose OSG may utilize credit bureau/reporting agencies and/or its own agents. Upon Customer's request, OSG will provide Customer with a copy of the results of such investigation if needed. However, the Customer must request such documentation within fourteen (14) days of becoming aware of the investigation.

Any claim or legal action arising out of disputes, failures, misrepresentations, malfunctions, or defects shall be waived and in no event shall OSG's liability exceed the total amount in convenience fees Customer paid to OSG hereunder.

Customer agrees that any cause of action arising out of or relating to this agreement must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. Jurisdiction of any legal proceeding arising hereby shall be in the State of New Jersey, United States of America.

Customer agrees, as a company and/or as an individual, to defend, indemnify, and hold harmless OSG from any and all claims resulting from Customer's use of any services contemplated under this agreement, which cause damage to Customer or any other party. OSG shall not be responsible or liable for unauthorized access of facilities or to Customer's data or programs due to accident, illegal or fraudulent means or devices.

OSG shall be under no obligation to continue to operate the Site for any particular term and may remove or change the Site at its sole and absolute discretion. OSG has no obligation to monitor the Site. However, Customer agrees that OSG has the right to monitor the Site electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Site properly, or to protect itself or its users in accordance with OSG Privacy Policy. OSG will not intentionally monitor or disclose any private electronic-mail message unless required by law.

All information submitted to Payee through the Payment Gateway shall become the property of TFS. OSG shall not be under an obligation of confidentiality in respect of such information except and to the

extent that OSG enters into or assists in establishing a customer relationship with or for you, or as otherwise agreed by TFS or as may be required by applicable law. This provision shall not serve to limit the responsibilities of OSG in respect of Customers with whom or for whom it has established a customer relationship by, for example, referring such a customer to a payment processor or acquiring bank.

Insofar as Customer enters into a customer agreement with TFS or one of its sponsoring banks, processors or suppliers, then information submitted by you in the course of such relationship shall be governed pursuant to TFS privacy policy posted on this Site, such as it may be from time to time.

Customer hereby authorizes OSG to initiate transaction entries, including convenience fees if any as noted herein, to Customer's transaction account number (including checking and savings accounts). These charges will be debited at the time of payment of each transaction. Customer authorizes OSG to debit the specified bank deposit account identified in the Payment Gateway in order to initiate funding of the bill payment on behalf of the Customer to the Payee. All payment transactions initiated after the payment cutoff time as defined on the site, will be initiated on the next business day.

If payment is made by eCheck/ACH, Customer understands that if such payment is returned from the bank for any reason, he or she may be charged additional "returned item" fee(s), which will be added to the original amount and auto-debited from Customer's bank account at least ten (10) days after the initial payment fails. In the event that subsequent fee collection auto-debits also fail, Customer may continue to incur fees related to such attempts. Customer assumes all responsibility for all such fees. Returned item fees vary, please contact your bank or financial institution for details.

[Note: deleted as duplicative of prior paragraph] OSG advises Customer that its bank statement will show a charge item that displays the name of the merchant account of the Payee. If you are unsure of that name, you agree to contact Payee before processing this transaction so as to be sure to recognize the transaction when it appears on your monthly statement.

OSG reserves the right to cancel Customer's transaction processing account at any time for any reason. Your Payee may also decline/refuse any and all payments at any time and for any reason at which time OSG will return the payment amount entered into the payment gateway, minus convenience fees paid, in an appropriate and reasonable time frame.

OSG reserves the right to refuse processing service to any Customer at any time for any reason. Likewise, Customer may discontinue use of the payment gateway at any time for any reason. Active pending payments must be deleted before use of service is discontinued. Customer is responsible for all payments authorized by use of your Account Number and/or Password. If Customer believes that their Customer Number and/or Password has been lost or stolen, or that someone is using your Customer Number and/or Password without permission, notify TFS IMMEDIATELY. To notify TFS of any payment or other issue, potential security breach or to cancel service, Customer may contact Terex Financial Services Customer Service by Phone 877-TEREX22 (877-837-3922) or by email to tfsoperations@terex.com

For Customers that believe a transaction was made improperly, OSG may in its sole discretion, void, issue a credit or rescind any transaction made through the payment gateway prior to remittance of such payment to your Payee. Payment disputes arising after payment has been settled to your Payee are between Payee and Customer alone. OSG may act as an intermediary if such actions can reasonably and efficiently handle said problem.

Both Customer and Payee mutually reserve the right to cancel, reverse or halt any and all checking or savings account transactions that have been cleared through the OSG payment gateway.

If any provision in this agreement is invalid, such invalidity shall not affect the validity of the remaining provisions of this agreement and Customer and OSG agree to substitute for the invalid provision, provisions which closely approximate the effect and intent of the invalid provision.

The website, services and programs are owned by OSG and are subject to protection under the copyright, patent and trademark laws of the United State of America and other countries. You agree not to remove any of the copyright notices, OSG identifiers or other proprietary labels, or modify, reverse engineer, decompile or disassemble the binary components of this program.

OSG grants the nonexclusive right to use these services upon agreeing with the terms set forth herein. OSG is not responsible for any changes made without authorization and consent.

This agreement describes certain legal rights of the parties referenced herein. You may have other rights under Federal or state law.