

**M&V Provision Co., Inc.**  
**Terms and Conditions for Credit Card Payments**  
**and Electronic Communications**

**1. General**

*SEE IMPORTANT DEFINITIONS IN SECTION 2 BELOW.*

- a. These terms and conditions apply to all credit card payments made (whether online, by telephone, or in any other manner) to M&V Provision Co., Inc..
- b. These terms and conditions also apply to Electronic Communications (whether or not in connection with a credit card payment).
- c. By making a credit card payment to M&V Provision Co., Inc., or by requesting Electronic Communications, you accept these terms and conditions.

**2. Definitions**

As used in these terms and conditions:

- a. “M&V Provision Co., Inc.,” “we,” or “us” refers collectively to M&V Provision Co., Inc.
- b. “You” means you, the customer.
- c. “Service” means any service provided by M&V Provision Co., Inc.
- d. “Electronic Communications” means any electronic billing and payment communications sent by M&V Provision Co., Inc. to you or by you to M&V Provision Co., Inc., such as online access to statements and emails relating to billing or payment, disclosures, notices and other communications regarding your Service (including, without limitation, your billing statements notice of the posting of your electronic billing statements).
- e. “Credit cards” includes both credit cards and debit cards.

**3. Authorization**

By entering your credit card information:

- a. You are stating that you are an authorized user of the credit card and that the associated information entered (account holder name, account number, billing address, etc.) is accurate.
- b. You authorize M&V Provision Co., Inc. to charge the amount you have requested to your credit card.
- c. If you set up automatic payments, then you authorize M&V Provision Co., Inc. to charge the amount due being paid to the credit card.

#### **4. Charges**

- a. If a charge is declined or reversed by the credit card issuer, you agree to pay us a service charge and to reimburse us for all reasonable costs of collection. Your credit card issuer may also assess its customary charge for such transactions.

#### **5. Dishonored Requests for Payments**

- a. If your credit card issuer does not honor an online payment transaction, then we have the right to charge the amount of any such transaction to your account or to collect the amount from you.
- b. If your credit card issuer does not honor an online payment transaction, we may terminate any or all Service, and we may cancel your right to participate in the online payment program.

#### **6. Confirmation of Payment**

- a. By clicking “Submit,” you are consenting to receive a one-time confirmation of this payment electronically to the email address you have provided to us.
- b. If you set up automatic payments, then you are consenting to receive a one-time confirmation of each payment electronically to the email address you have provided to us.

#### **7. Technical Requirements for Electronic Communications**

- a. In order to make credit card payments online or receive Electronic Communications, you must have access to a personal computer with a 128 bit JavaScript enabled browser, internet access and a valid email account supported by software that enables you to receive Electronic Communications. In order to store Electronic Communications on paper, you will need a printer connected to your computer.. You also may store them in your offline files or in an electronic storage device. M&V Provision Co., Inc. is not required to provide paper copies of any Electronic Communication you have previously authorized.
- b. You agree to provide us, and keep current, a valid email address. If any Electronic Communication is returned to us as undeliverable, you agree that we may (but are not required to) deliver such communication in paper form to the most recent mailing address you have provided for your account.
- c. By authorizing a credit card payment online, or by requesting Electronic Communications, you confirm that your system meets these requirements, that you have the capability to access and download or print electronic disclosures, and that your email address is current and valid.