



SYNOVUS[®]

HOA Payment Processing Service Addendum

**Synovus Treasury Management Services
HOA Payment Processing Services Addendum**

1. **Acceptance of HOA Payment Processing Services.** By selecting the HOA Payment Processing Services (the “**HOA Payment Services**”) on the Enrollment Form, you agree to the terms of this HOA Payment Processing Services Addendum (the “**HOA Service Addendum**”) and this HOA Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this HOA Service Addendum, shall constitute one “**HOA Payment Processing Service Agreement**” for the HOA Payment Services, the terms and conditions of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the HOA Services. Customer acknowledges the receipt of a copy of this HOA Service Addendum and the current Master Services Agreement. The HOA Payment Services are subject to Bank approval, at its sole discretion and said approval may impact dollar and/or other limits applicable to the HOA Payment Services. This HOA Service Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this HOA Service Addendum, the terms of this HOA Service Addendum will control with respect to the HOA Payment Services, but only to the extent necessary to resolve the discrepancy or inconsistency.

2. **Definitions.**
 - a. “**Assessment**” means monthly, quarterly, annual, and special assessments and other charges paid by a Homeowner to you in the regular course of business.
 - b. “**Bill Pay**” means any electronic fund transfer initiated by a Homeowner by means of a service offered by the financial institution at which such Homeowner maintains a depository account “**Boarding File**” means a computer file in such format and containing such fields as we may reasonable request, which must be received by us before you, can begin using the HOA Payment Services.
 - c. “**Card**” means any credit or debit card validly issued by members of Visa U.S.A., Inc., (“**Visa**”), MasterCard International, Incorporated (“**MasterCard**”), Discover Financial Services (“**Discover**”) or American Express (“**American Express**”).
 - d. “**Chargeback**” means the reversal of a prior provisional credit granted by us to your Deposit Account subject to final settlement of an Electronic Payment.
 - e. “**Convenience Fee**” means the amount established by us as a charge to Homeowners who make Electronic Payments.
 - f. “**Electronic Payment**” means a payment of Assessments made electronically by Bill Pay, Card or ACH debit (irrespective of whether such debit is a one-time or recurring transaction or whether such transaction is initiated by Homeowner or Customer) using the HOA Payment Services.
 - g. “**Homeowner**” means a member or homeowner in Customer.

3. **Chargebacks, Fees, and Charges.**
 - a. In addition to any applicable fees or other charges specified in our Fee Schedule and if elect to use the services offered by our third-party vendors by signing the applicable merchant terms and conditions, you agree to pay us the applicable electronic payment service fees. Any Convenience Fees collected from Homeowners shall be credited against any electronic payment service fees payable by you to us.
 - b. Any Convenience Fees paid by Homeowners will be retained by us as partial consideration for rendering the HOA Payment Services. Convenience Fees paid by Homeowners are non-refundable and we reserve the right to modify the amount of the Convenience Fee upon notice to you.
 - c. In the event of the occurrence of a Chargeback, we will debit your Depository Account in the amount of the Chargeback, plus any associated fees. If there are insufficient funds in the Depository Account to enable us to recover the entire amount of the Chargeback, plus any associated fees, you will be liable to us for the amount of such deficiency and will pay us the amount thereof promptly upon demand therefore.

4. **Our Obligations.**
 - a. We, through our third-party service provider, will create and host a payment page integrated to the HOA Payment Services. Your website will display a link to the payment page and direct Homeowners to pay Assessments by Card or ACH.
 - b. We will provide you with standard online reports containing all data and information reasonably necessary to account for the payment activities of Homeowners using the HOA Payment Services.

5. Your Obligations.

- a. You will agree to all merchant terms and conditions reasonable required by our third-party service providers in connection with the HOA Payment Services.
- b. You will provide us with the Boarding File and promptly provide us with updates and changes as necessary. We will accept as correct, without further inquiry, all data contained in the Boarding File and will have no liability for the adequacy, completeness or accuracy of data contained in the Boarding File.

- 6. Posting of Funds.** On a daily basis, we will credit your Deposit Account, and make available to you, funds equal to the aggregate sum of Electronic Payments made by your Homeowners, after deduction of any associated Convenience Fees. We will use commercially reasonable efforts to post each Electronic Payment no later than three Business Days after the Electronic Payment is initiated by the Homeowner on the payment page.