

# Helen M. Morris, Chapter 13 Trustee

## Online Payment Center

### Terms and Conditions

#### Payment Authorization

If you have elected on the prior page to make a single payment from your checking/savings account, then you authorize a single debit entry to the account in the amount and on the date specified.

You acknowledge that the origination of debit entries to your checking/savings account must comply with the provisions of U.S. law. You authorize any financial institution through which any such debit entries are processed to use any data you provide to process these debit entries, and consent to that data being sent outside of the United States in connection with such processing and any related activities.

**If any debit entry to your checking/savings account is returned as insufficient or for stop payment then you understand your access to this system may be revoked and you may no longer be eligible to initiate payments using this system.**

#### Payment Timing and Disbursement

All payments are placed on a 15 day hold by the Trustee to guarantee validity of funds. Funds are subject to disbursement in the next disbursement cycle following expiration of the 15 day hold. **If your case is dismissed, completed or converted following any payment received by the trustee using this ePay system, no such funds will be refunded to you until at least sixty (60) calendar days have passed since the payment receipt.**

#### Consent For Electronic Signatures and Transactions

Introduction. In order to receive delivery of invoices and make payments through this website, you must consent to the use of electronic signatures and electronic Transactions for those invoices and payments and for all agreements, disclosures, notices and other communications relating to those invoices and payments (all of which are referred to in this consent as the "Transactions"). Once you have given your consent, we may deliver or make any of the Transactions available to you by (a) posting them to the relevant page of your account on this website or (b) sending them to your e-mail address as then reflected in our records. Transactions posted to your account will be electronically accessible for at least 24 months unless your consent is withdrawn as specified in the "Withdrawing Your Consent" section below; or your access to the system is revoked due to insufficient funds or a stop payment. If your consent is withdrawn or your access to the system is revoked, you may obtain information regarding Transactions posted to your account by emailing [inquiry@wvtrustee.org](mailto:inquiry@wvtrustee.org). You may review, print or download those Transactions by logging into your account and accessing the relevant page. The following material is intended to provide you with important information you should consider before giving your consent.

Option for Paper or Non-Electronic Transactions. You may obtain a paper copy of any ePay Transaction by emailing a written request identifying the specific Transaction(s) to [inquiry@wvtrustee.org](mailto:inquiry@wvtrustee.org).

Scope of Your Consent. Your consent to the use of electronic signatures and electronic Transactions applies to all invoices delivered and payments made through this website and all Transactions relating to those invoices and payments.

Hardware and Software Requirements. To access and retain electronic Transactions, you must use computer hardware and software that meets the following requirements:

- A PC or MAC compatible computer or other device capable of accessing the Internet
- An Internet Browser software program that supports Secure Sockets Layer V3 or TLS 1.0 such as Microsoft® Internet Explorer or Mozilla Firefox®
- A PDF file reader like Adobe® Acrobat Reader, Xpdf® and Foxit®.

To print or download electronic Transactions, you must have a printer attached to your computer or sufficient space on a long-term storage device, such as your computer's hard disk drive, a flash drive or other removable media.

Withdrawing Your Consent. You are free to withdraw your consent to the use of electronic signatures and electronic Transactions at any time and without paying any fees. To withdraw your consent, you must email a written notice of that withdrawal to [inquiry@wvtrustee.org](mailto:inquiry@wvtrustee.org). A withdrawal of your consent does not become effective until we have received and had a reasonable period of time to implement it. Once a withdrawal of your consent becomes effective, you will no longer be able to electronically access the Transactions or otherwise use this website. However, a

withdrawal of your consent does not affect the legal effectiveness, validity or enforceability of any electronic signatures or electronic Transactions entered into, provided or made available before that withdrawal becomes effective.

Updating Your Contact Information. It is your responsibility to keep all contact information updated and current, specifically your email and physical mailing address. You may do so by emailing a written notice of the change to [inquiry@wvtrustee.org](mailto:inquiry@wvtrustee.org). Any update to your contact information sent to this e-mail address, will effect only your on-line payment information.

Any address change or contact information related to your bankruptcy case and/or for the purpose of receiving communication from the U. S. Bankruptcy Court, your bankruptcy attorney or your Chapter 13 Bankruptcy Trustee, must be filed with the U. S. Bankruptcy Court on the appropriate Address Change Form. It is recommended that you contact your bankruptcy attorney.

**Agreement to Payment Authorization and Consent for Electronic Signatures and Transactions**

*Please print and retain a copy for your Transactions.*

By clicking this checkbox and then selecting "Continue Payment" below, you acknowledge, certify and agree as follows:

(click box to continue)

- You have read, understand and agree to the Payment Authorization and the Consent for Electronic Signatures and Transactions.
- You can access the Transactions in the electronic form described in the Consent for Electronic Signatures and Transactions.
- You affirmatively consent to the use of electronic signatures and electronic Transactions for all invoices delivered and payments made through this website and all Transactions relating to those invoices and payments.