

Payment Terms and Conditions

Abby Kelly Foster House, Inc., (aka "Abby's House")

Terms and Conditions for Credit Card Donations

1. General

SEE IMPORTANT DEFINITIONS IN SECTION 2 BELOW.

- a. These terms and conditions apply to all donations made by credit card (whether online, by telephone, or in any other manner) to Abby Kelly Foster House, Inc., (aka "Abby's House")
- b. These terms and conditions also apply to electronic communications, whether or not they are used in connection with a credit card donation.
- c. In addition to these terms and conditions, the Abby Kelly Foster House, Inc., privacy policies apply to your use of the Abby Kelly Foster House, Inc., donation website.
- d. By making a credit card donation to Abby Kelly Foster House, Inc., you accept these terms and conditions.
- e. Abby Kelly Foster House, Inc., may amend these terms and conditions at any time by posting the amendment on its website at least 30 days prior to the effective date of change.

2. Definitions

As used in these terms and conditions:

"Abby's House," "we," or "us" refers collectively to Abby Kelly Foster House, Inc.,

- b. "You" means you, the customer.
- c. "Service" means any service provided by Commonwealth Consulting Group.
- d. "Electronic Communications" means any electronic communications sent by Abby's House to you or by you to Abby's House, such as online access to statements and emails relating to your donation, disclosures, notices and other communications, including, without limitation, notice of donation transaction, notice of the posting of the charge, annual privacy notices and change-in-terms notifications.
- e. "Charge" means the donation, of any amount, that is charged to your credit card.
- f. "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 Abby's House to charge the amount you have requested to your credit card.

c. If you set up automatic monthly donations, then you authorize Abby's House to charge the monthly donation amount to your credit card.

4. Charges

a. For each transaction, in addition to the charge you have authorized, your credit card issuer and network may assess their customary transaction or handling charge, if any.

b. If a charge is declined or reversed by the credit card issuer or network, 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 or network does not honor an online payment transaction, then we have the right to collect the amount from you.

6. Confirmation of Payment

a. By clicking "Submit Online Payment," you are consenting to receive a one-time electronic confirmation of this donation at the email address you have provided to us.

b. If you set up automatic monthly donations, 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 donations online or receive electronic communications from Abby's House, 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. Abby's House is not required to provide paper copies of any electronic communication you have previously received.

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 to Abby's House.

c. By authorizing a credit card donation online, or by requesting electronic communications, you confirm that your system meets these requirements, that you have the capability to access, download and/or print electronic disclosures, and that your email address is current and valid.

Updated: January 31, 2015