

Introduction

These Terms and Conditions govern the use of BYL Services, LLC's ("BYLS", "we", "us", or "our") Payment Portal. The Payment portal ([https:// byl.mybalanceonline.com/](https://byl.mybalanceonline.com/)) and BYL.My Balance Online are owned and operated by BYL Risk Management, LLC ("BYLRM"). BYLRM has granted BYLS a limited non-exclusive revocable license to use the payment portal solely for BYLS' own internal business purposes. By accessing, viewing, or using the content, material, or services available through the Payment Portal, you acknowledge that you, the visitor ("you", "your", or "yours"), have read and understand these Terms and Conditions and agree to be legally bound by them. If you do not agree to the Terms and Conditions, you are not granted permission to use the Payment Portal. You should immediately exit the Payment Portal and refrain from accessing or using any part of the Payment Portal.

The Payment Portal's Privacy Terms and Conditions, including but not limited to, the privacy notice under the California Consumer Privacy Act and the California Privacy Rights Act can be found here: [https:// byl.mybalanceonline.com](https://byl.mybalanceonline.com). This is also where you can find information regarding BYLS' collection, use, and protection of your personal information.

Agreement to Terms of Service, Privacy Policies

By visiting and accessing the Payment Portal, you understand and agree to accept and adhere to following terms and conditions, along with the Payment Portal Privacy Terms and Conditions.

Date Last Revised: 7/2/2025

Changes to Terms and Conditions

We reserve the right to change these Terms and Conditions, including the Privacy Policy, from time to time without notice to you. You acknowledge and agree that it is your responsibility to review these Terms and Conditions and Privacy Policy each time you visit or use the Payment Portal. Your continued use of the Payment Portal after such modifications will constitute your acknowledgment and agreement

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of the modified terms and conditions. BYLS may remove the Payment Portal at any time without notice to you.

Responsible Use and Conduct

By visiting and accessing the Payment Portal, , you agree to use the Payment Portal only for the purposes intended as permitted by (a) the Terms of Service; (b) the Privacy Notice; and (c) applicable federal and state laws.

You further agree by visiting and accessing our Payment Portal that:

a. In order to access the Payment Portal, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Payment Portal. You agree that any information you provide will always be accurate, correct, and up to date.

b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access the Payment Portal. Accordingly, you are responsible for all activities that occur under your account(s).

c. Accessing (or attempting to access) the Payment Portal by any means other than through the means we provide, is strictly prohibited. You specifically agree not to access (or attempt to access) the Payment Portal through any automated, unethical or unconventional means.

d. Engaging in any activity that could disable, overburden, damage, impair, disrupt or interfere with the Payment Portal, including the servers, networks, or both to which the Payment Portal is located or connected, is strictly prohibited.

e. Attempting to copy, duplicate, reproduce, sell, trade, or resell any information on the Payment Portal is strictly prohibited.

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f. You are solely responsible for any consequences, losses, or damages that BYLS or BYLRM may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained

above, and may incur criminal or civil liability.

g. You agree to indemnify and agree to defend and hold BYLS and BYLRM harmless, together with their subsidiaries, affiliates, service providers, content providers, directors, officers, managers, employees, agents, and licensors, from and against all losses, liabilities, expenses, damages and costs (including, but not limited to, court costs, legal fees, reasonable attorneys' fees, awards, or settlements) resulting from, relating to, or arising out of your use of the Payment Portal, including any breach by you of these Terms and Conditions. BYLS and BYLRM reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms and Conditions. In such event, you shall provide us with such cooperation as is reasonably requested by us.

Your Privacy Rights

Your privacy is very important to us, which is why we've created privacy notices in order to explain in detail how we collect, manage, process, secure, and store your private information. To read our privacy notices in their entirety, click here:
<https://byl.mybalanceonline.com/Home/GetPrivacyPolicy>.

Software

You further acknowledge and agree that BYLRM, is the owner and Licensor of the Payment Portal and that BYLS is the non-exclusive Licensee of the Payment Portal and all copyrights, trademarks, service marks including but not limited to Promptd™ and other legal rights and interest in the Payment Portal including all written and printed documentation regarding the Payment Portal. Any use of the Payment Portal by You is only for Your personal use. You may not distribute copies of the Payment Portal.

Limitation of Warranties

By using the Payment Portal, You understand and agree that the Payment Portal is provided "as is" and "as available". This means that we do not represent or warrant to you that:

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- i) The use of the Payment Portal will meet your needs or requirements.
- ii) The use of the Payment Portal will be uninterrupted, timely, secure or free from errors.
- iii) The information obtained by using the Payment Portal will be accurate or reliable, and
- iv) Any defects in the operation or functionality of the Payment Portal will be repaired or corrected.

Furthermore, you understand and agree that:

- i) Any content downloaded or otherwise obtained through the use of the Payment Portal is “confidential” information in accordance with the herein terms of service and the privacy notices. Furthermore, any personal information contained in the Payment Portal is protected by the Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act (HIPAA), and other state and federal regulations. Therefore, you are required to afford the Payment Portal the protection required pursuant to the herein TOS and Privacy Notices.
- ii) Any content downloaded or otherwise obtained through the Payment Portal is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.
- iii) No information or advice, whether expressed, implied, oral or written, obtained by you from BYLRM, BYLS , or through the Payment Portal shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in these Terms of Service (TOS).

Limitation of Liability

In conjunction with the Limitation of Warranties as explained above, You expressly understand and agree that any claim against us shall be limited to the amount You paid, if any, for use of the Payment Portal. Neither BYLRM nor BYLS will be liable for any direct, indirect, incidental, consequential or

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exemplary loss or damages which may be incurred by you as a result of using the Payment Portal, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

Copyrights/Trademarks

All resources, content and materials available on the Payment Portal, including but not limited to, text, graphics, website name, code, images, and logos are the intellectual property of BYLRM and/or BYLS and are protected by applicable copyright and trademark law. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on this site is strictly prohibited, unless specifically authorized by BYLRM and/or BYLS.

Termination of Use

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of the Payment Portal with or without notice and for any reason, including, without limitation, breach of these Terms of Service. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your access or future access to the Payment Portal and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Payment Portal will immediately cease. We reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

Mandatory Arbitration, Class Action Waiver, Choice of Law, and Jurisdiction

PLEASE READ THE FOLLOWING SECTION CAREFULLY TO ENSURE THAT YOU UNDERSTAND IT FULLY. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION AND CLASS ACTION JURY TRIAL WAIVER PROVISION THAT REQUIRES USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RATHER THAN JURY TRIAL OR CLASS ACTIONS. **BY USING THE PAYMENT PORTAL, YOU AGREE TO ARBITRATE ANY CLAIMS THAT YOU MAY HAVE OR CLAIM TO HAVE ANY BYLS OR BYLRM AND ANY THEIR SERVICE PROVIDERS, AND YOU GIVE UP YOUR RIGHT TO ASSERT SUCH CLAIMS IN A COURT OF LAW AND TO HAVE A JURY DETERMINE YOUR CLAIMS(S).**

This Agreement to arbitrate shall be subject to the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, *et seq.*, and may be enforced pursuant to the FAA. The Terms and Condition and any claims or disputes arising

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out of or relating to them, or your use of the Payment Portal is to be governed by and construed in accordance with the federal laws of the United States and the laws of the Commonwealth of Pennsylvania, without regard to choice-of-law principles. All claims or disputes arising in connection with the Terms and Conditions or use of the Payment Portal, relating to site operations and/or intellectual property, shall be resolved solely and exclusively by confidential, binding arbitration as provided below.

Prior to initiating arbitration, you, and BYLRM and BYLS each agree to notify the other party to the claim or dispute and attempt to negotiate an informal resolution. You must send any notice of claim or dispute by e-mail to Myaccount@bylcompanies.com. We will send any notice of claim or dispute to you at the address we have for you. You and BYLRM or BYLS, as applicable, will attempt to resolve any claim(s) or dispute(s) through informal negotiation within thirty (30) days from the date that the notice of claim or dispute is received. If we are unable to resolve the claim or dispute through informal negotiation, you agree that the claim or dispute will be resolved through confidential, binding arbitration by a single impartial arbitrator rather than by a court of law.

Any such claim or dispute shall be brought solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be conducted in the Commonwealth of Pennsylvania using the American Arbitration Association. The arbitrator's award shall be final and binding.

The courts located within the Commonwealth of Pennsylvania shall have exclusive jurisdiction and venue over any action if arbitration is not permitted by law, then any claim or dispute arising in connection with the Terms and Conditions or use of the Payment Portal. You agree that any questions as to the enforceability of this arbitration agreement shall be decided by the arbitrator. You, and BYLRM and BYLS acknowledge and agree that each are waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all claims and disputes. You, and BYLRM and BYLS also acknowledge and agree that each are waiving the right to a trial by jury.

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You may opt out of this arbitration agreement by notifying us within thirty (30) days of the first day on which you use the Payment Portal of your desire to do so. Your notice that you choose to opt out must be sent via email to myaccount@bylcompanies.com with the subject line “Arbitration Opt Out” or by certified mail to BYLS, PO Box 1310 Malvern PA 19355. You agree that your failure to opt out in either of these manners shall constitute a waiver of your right to opt out and of any challenges to this agreement to arbitrate.

Entire Agreement

These Terms [and](#) Conditions and the Privacy Notices constitute the sole and entire agreement between BYLRM and BYLS on the one hand and you on the other hand with respect to the Payment Portal and supersedes all prior and contemporaneous agreements, negotiations, representations, warranties, or understandings, whether oral or written, with respect to the Payment Portal. If any provision of the Terms and Conditions is found to be invalid, the remaining provisions will be in full force and effect.

Miscellaneous

- a. The failure of BYLRM, BYLS, their licensors, content providers, third party or service providers to exercise or enforce any right or provision of the Terms and Conditions shall not operate as a waiver of such right or provision.
- b. The section titles in these Terms and Conditions are merely for your convenience and do not have any legal or contractual effect.

Contact Information

If you have any questions or comments about these our Terms of Service as outlined above, you may contact: BYL Services, LLC by mail at: BYLS, PO Box 1310 Malvern PA 19355. You may contact BYLS by toll free number at: 1-866-423-0533. You may email BYLS at: myaccount@bylcompanies.com.

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