

Automatic Payments & Paperless Billing

Terms & Conditions

This Automatic Payments & Paperless Billing agreement contains provisions on jury trial waiver and binding arbitration of disputes which will be binding on you (the “Customer”) unless Customer opts out as described in Section III.(I) below. Unless Customer opts-out of arbitration: (a) Customer will only be permitted to pursue claims against Priority on an individual basis, not as part of any class or representative action or proceeding and (b) Customer will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

I. Automatic Payments ("AutoPay")

The customary means of making automated payments is by automatic withdrawal from a checking account [sometimes referred to as an Automated Clearing House (“ACH”) transaction in the U.S. or a Pre-Authorized Debit (“PAD”) in Canada]. Automatic payments may be made by alternative means such as by credit card or debit card, and by digital wallet products such as Venmo, PayPal, Apple Pay and Google Wallet. If you choose to make automatic payments, unless your services plan is cancelled by you or us as allowed by your agreement (“Agreement”) with us (the Priority entity that is party to the Agreement with you, “Priority”), you hereby authorize us to charge to your preferred payment method on file, or a substitute account provided from time to time by you or your card issuer, the amounts you owe under the Agreement; except that automatic payment charges may continue for any charges incurred and services provided on or prior to the cancellation date. For automatic payments made using an alternative payment method such as credit or debit card or digital wallet products such as Venmo, PayPal, Apple Pay and Google Wallet, the payment system provider, Merchant partner and WorldPay, may charge a fee (“Convenience Fee”) for processing each automatic payment as described below. Automatic payments made using automatic withdrawal from a bank account (ACH/PAD) will not be charged a Convenience Fee.

For all Customers, payments are drafted on the first day of the service period. This payment draft date may differ from the payment due date identified in the payment terms of your Agreement. The amount you pay on a monthly basis will be determined in accordance with the Agreement and may vary from month to month in accordance with the terms of the Agreement. Applicable charges and taxes will be included in the amount charged. By providing payment account information to us, you represent that you are an authorized user of such payment account.

You agree that your invoices will include notice of changes in services or service rates, including price increases or adjustment to charges subject to your consent and the terms of the Agreement, in compliance with your Agreement and applicable law. Subject

to applicable law, and the terms of the Agreement with respect to notice for changes in service and service rates, such consent would be given by your automatic payment and failure to object to the price increase within 30 days of the invoice date.

Convenience Fee for Automatic Payments Using Alternative Means – Automatic payments made by ACH or PAD withdrawal from a bank account (the customary means of payment) will not be subject to a Convenience Fee, but automatic payments made by using an alternative payment channel (by credit or debit card or by digital wallet methods such as Venmo, PayPal, Apple Pay and Google Wallet) may be charged a Convenience Fee by the payment system provider, Merchant partner and WorldPay. For Customers newly enrolling in Priority's automatic payment, if a Convenience Fee is charged, it will be disclosed prior to enrolling in automatic payments and you will be given the option of not proceeding with the automatic payment enrollment if you do not wish to pay the Convenience Fee. The amount of the Convenience Fee that will be charged to your payment method will be identified, by email and/or by payment receipt, with each automatic payment transaction. The amount of the Convenience Fee may be combined with the underlying payment amount on your credit card, debit card, or digital wallet statement, or may appear as a separate charge item on your credit card, debit card or digital wallet statement. If a Convenience Fee is assessed, then Merchant partner and WorldPay will only process the payment if you have agreed to enroll in automatic payments using an alternative method for which a Convenience Fee is charged. The Convenience Fee will be a flat charge per payment and may vary based upon whether the Customer is a residential service Customer or commercial service Customer. The Convenience Fee amounts may be changed from time to time at the payment system provider's discretion. You agree that the Convenience Fee is a fee for the use of alternative payment channels through the use of the Merchant partner and WorldPay service and is not a surcharge imposed for making a credit or debit card payment. By contract or because of state or provincial law restrictions, some Customers may pay a non-standard Convenience Fee or be exempt from paying any Convenience Fee.

Payments in Excess of \$50,000.00 – Automatic payments in excess of \$50,000.00 must be made by ACH debit from a bank account.

Dishonored Requests for Payments - If a payment transaction is not honored by your bank or other financial institution, you remain liable to us for such amount, and we have the right to charge the amount of any such transaction to you. You remain responsible for any uncollected amounts and charges for late payment allowed by the Agreement and applicable law.

Consent to Electronic Communication - When you enroll for automatic payment, you understand and agree that you will be sent confirmation of your enrollment electronically to the e-mail address you have provided to us, that emails regarding each automatic payment will be provided to you at the e-mail address you have provided to us, and that we may later communicate with you via email about your account to the same address. In order to receive the electronic confirmation of your enrollment in this service and

emails that will follow, you must have access to a personal computer with a 128-bit javascript enabled browser, internet access, and a valid electronic mail account supported by software that enables you to receive electronic communications. In order to store electronic communications from us, you will need a printer connected to your computer to enable you to print such communications for storage in your off-line files, or a hard drive or disk drive to download the electronic confirmation communication for storage on your computer. Unless required by law, Priority will not provide paper copies of the electronic confirmation letter.

How to Cancel Automatic Payments - To cancel automatic payments, go to Prioritywaste.com, login, click on the Payment Accounts Tab, Click Auto pay Button to OFF. You may also call Priority customer service to cancel.

Priority may assess an administrative charge as specified in and subject to change in compliance with your Agreement and the applicable law.

II. Paperless Billing

If you choose to enroll in online paperless billing, you agree to receive all of your invoices electronically. You will no longer receive a mailed invoice. You will be notified via email when new invoices are available for viewing and payment. It is your responsibility to make sure you are able to receive, and that you review, messages from Priority. Please ensure messages from Prioritywaste.com are not directed to your spam or junk folder. An email notification will be sent from Priority thankyouforyourbusiness@prioritywaste.com.

By selecting paperless billing, you agree to receive e-mails with notice of Convenience Fees as applicable and electronic invoices, which will include notice of changes in services or service rates, including price increases or charges subject to your consent and the terms of your Agreement and applicable law. Subject to applicable law, and the terms of the Agreement with respect to notice for changes in service or service rates, such consent would be given by your payment or your failure to object to the price increase within 30 days of the invoice date.

To cancel paperless billing, go to Prioritywaste.com, login, click on the Payment Accounts Tab, Click Auto pay Button to OFF. You may also call Priority customer service to cancel.

Eligibility Requirements for Waiver of Administrative Charge - In compliance with your Agreement and the applicable law, Priority assesses an administrative charge (as specified in and subject to change in compliance with your Agreement and the applicable law) for each paper invoice; however, not all Customers have or will be assessed this charge. Customers who are being assessed the administrative charge can enroll in automatic bill payments and paperless billing to receive a waiver of the administrative charge, if any, on each invoice while they remain enrolled in automatic bill payments and paperless billing. If you are not yet being assessed the administrative

charge, enrollment in automatic bill paying and paperless billing will ensure that you will not be assessed the administrative charge for receipt of paper invoices in the future.

Electronic Communications - In order to participate in paperless billing and receive electronic invoices, you must have access to a personal computer with a 128-bit javascript enabled browser, internet access and a valid electronic mail account supported by software that enables you to receive electronic communications. In order to store electronic communications from Priority, you will need a printer connected to your computer to enable you to print such communications for storage in your off-line files or a hard drive or disk drive to download the electronic confirmation communication for storage on your computer.

III. Arbitration and Jury Trial Waiver

Please Read This Section Carefully - It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court.

A. Priority's Commitment to Resolve Disputes. We are available by email at info@prioritywaste.com or go to www.prioritywaste.com/support to find the appropriate customer service for your area to help address any concerns Customer may have regarding Priority's AutoPay and Paperless Billing services (the "Services"). Most concerns may be quickly resolved in this manner.

B. Pre-Arbitration Notice Procedure. Prior to bringing a lawsuit or initiating an arbitration that asserts a claim arising out of or related to the Services (as further defined below, "Claim"), the party asserting the Claim ("Claimant") shall give the other party ("Respondent") written notice of the Claim ("Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim through good faith efforts of both parties. Any Claim Notice to Customer shall be sent to the address we have in our records (or any updated address Customer subsequently provides to us). Any Claim Notice to us shall be sent to: legal@Prioritywaste.com. Any Claim Notice Customer sends must provide Customer's name, address and Account number and explain the nature of the Claim and relief demanded. Customer may only submit a Claim Notice on Customer's own behalf and not on behalf of any other party. No third party, other than a lawyer Customer has personally retained, may submit a Claim Notice on Customer's behalf. The Claimant must reasonably cooperate in providing any information about the Claim that the Respondent reasonably requests. Any statute of limitations applicable to the Claim described in the Claim Notice shall be tolled during the period between the date that the Claim Notice is sent and the later of;

- a. 60 days after receipt of the Claim Notice, or
- b. 30 days after either Claimant or Respondent informs the other that good faith efforts to resolve the Claim informally have ceased.

A lawsuit or arbitration proceeding may not be commenced unless the Claimant has complied with the procedure in this paragraph. A court will have authority to enforce this

notice procedure, including the power to enjoin the filing or prosecution of arbitrations without first complying with this provision. Unless prohibited by applicable law, the arbitration Administrator is without authority to accept or administer any arbitration proceeding unless the Claimant has complied with this notice procedure.

C. Jury Trial Waiver. To the extent permitted by law, Customer and Priority waive any right to trial by jury in the event of a lawsuit involving any Claim (defined below) asserted against each other, including but not limited to those arising out of or related to the Services. This jury trial waiver shall not affect the Arbitration Provision below (including the jury trial waiver contained therein). Customer and Priority each represent that this waiver is given knowingly, willingly and voluntarily.

D. Parties. Solely as used in this Arbitration Provision, the terms “we,” “us” and “our” mean:

- a. Priority and its successors and/or assigns, as well as any parent, subsidiary, affiliate of theirs and their employees, officers and directors (the “Priority Parties”);and,
- b. any other person or company that provides any services in connection with the Services if Customer asserts a Claim against such other person or company at the same time Customer asserts a Claim against any Priority Party.

E. Agreement to Binding Arbitration. Review this provision carefully. If Customer does not reject it in accordance with Section (I), below, it will be part of Customer’s agreement with Priority and will have a substantial impact on the way Customer and Priority resolve any Claim we have against each other, now or in the future.

If the parties do not reach an agreed upon resolution pursuant to the process outlined in Section (B), above, all the parties agree that any and all Claims will be resolved via binding arbitration, as set forth herein. “Claim” means any claim, dispute or controversy between Customer and the Priority Parties, including but not limited to, those that in any way arise from or relate to these Terms and Conditions (including their formation, performance and breach), the parties' relationship with each other, marketing efforts related to the Services, communications from Priority, Priority's provision of the Services or any alleged failure to provide Services, the Charges or other amounts assessed by Priority including but not limited to for the provision of Services, the mode of payment selected by Customer, convenience fees charged as part of the Customer’s payment of any invoice, prior agreements between Customer and Priority, and/or Priority’s handling or dissemination of personally identifying information or any other consumer data or information. “Claim” includes disputes arising from actions or omissions prior to the date Customer agreed to these Terms and Conditions, including the advertising and marketing related to, application for or initiation of the Services. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based on contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for individual injunctive or declaratory relief). "Claim"

includes disputes about the validity, enforceability, coverage or scope of this Arbitration Provision; however, any dispute regarding the class action waiver or class arbitration waiver contained in Section (H) are for a court and not an arbitrator to decide. Any dispute or argument that concerns the validity or enforceability of these Terms and Conditions as a whole is for the arbitrator, not a court, to decide.

If Customer or Priority elect to arbitrate a Claim, Customer will not have the right to pursue that Claim in court or have a jury decide the Claim. Also, your ability to obtain information from us is more limited in arbitration than in a lawsuit. Other rights that Customer would have if Customer went to court may also not be available in arbitration.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

The arbitrator may also allocate compensation, expenses and administrative fees (which include filing and hearing fees) to any party upon the arbitrator's determination that the party's claim or counterclaim was filed for purposes of harassment or is patently frivolous.

Judgment upon the arbitrator's award may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA") and/or the rules of the Administrator. Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim.

F. Starting an Arbitration. Arbitration may be elected by any party with respect to any Claim, even if that party has already initiated a lawsuit with respect to a different Claim. Arbitration is started by giving a written demand for arbitration to the other party and filing the arbitration demand with the Administrator, pursuant to the Administrator's procedures. Customer and Priority will not choose to arbitrate any individual Claim against each other brought in small claims court or Customer's or Priority's state's equivalent court. This means Customer and Priority may bring an action in small claims court without being subject to arbitration. However, if a Claim is transferred, removed or appealed from small claims court to a different court, or if any Claim brought in small claims court exceeds the small claims court limit or attempts to change an individual Claim into a class or other representative Claim, Customer or Priority will then have the right to demand arbitration.

G. Administrator. "Administrator" means the American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, New York, NY 10271. The AAA's rules governing the arbitration will be the Consumer Arbitration Rules, available at www.adr.org. The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, the arbitrator must be a retired or former judge or a lawyer with

at least 10 years of experience. If the AAA refuses to administer the arbitration and the parties are unable to select a substitute administrator, the Administrator will be selected by a court with jurisdiction pursuant to Section 5 of the FAA. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered by any Administrator (including the AAA) that has in place a formal or informal policy that is inconsistent with the Class Action Waiver, without the consent of all parties to the arbitration.

Each party will have the right to use legal counsel in connection with arbitration at its own expense. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of these Terms and Conditions shall be subject to the FAA.

If Customer initiates arbitration, to the extent the filing fee for the arbitration exceeds Two Hundred and Fifty U.S. Dollars (\$250.00), Priority will pay the additional cost. If Priority is required to pay the additional cost of the filing fees, Customer should submit a request for payment of fees to the AAA along with Customer's form for initiating the arbitration, and Priority will make arrangements to pay all necessary fees directly to the AAA. Priority will also be responsible for paying all other arbitration costs arising in connection with the arbitration. Customer will not be required to pay fees and costs incurred by Priority if Customer does not prevail in arbitration.

H. Class Action and Class Arbitration Waiver. Customer and Priority each further agree that:

- any arbitration shall be conducted in their respective individual capacities only and not as a class action or other representative action;
- each expressly waive their rights to file a class action or seek relief on a class basis;
- neither Customer nor Priority may act as a private attorney general in court or in arbitration;
- absent the written consent of all parties, Claims brought by or against Customer may not be joined or consolidated with Claims brought by or against any other person; and,
- the arbitrator shall have no power or authority to conduct a class-wide arbitration, private attorney general arbitration or other representative arbitration.

If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in Section (E) shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

I. 30 Day Right to Opt Out. Customer has the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in herein by sending written notice of Customer's decision to opt-out to the following email: legal@Prioritywaste.com. The notice must be sent within thirty (30) days of enrolment for the Services, otherwise Customer will be bound to arbitrate disputes in accordance with the terms of those sections. The opt-out notice must include your name, address, phone number and Account number. If Customer opts out of these arbitration provisions, Priority also will not be bound by them. Customer's rejection of the arbitration and class action waiver provisions will not affect any other provision of the Terms and Conditions or Customer's ability to obtain the Services.

J. Governing Law. This Arbitration Provision is governed by the FAA and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply in an individual case if the action were pending in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). The substantive law applicable to any Claim will be the law of the state where the Services are provided.

K. Exclusive Venue for Litigation. To the extent that the arbitration provisions set forth in Section (E) do not apply, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in Houston, Texas (except for small claims court actions which may be brought in the county where Customer resides). The parties expressly consent to exclusive jurisdiction in Houston, Texas for any applicable litigation other than small claims court actions.