CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 10074 DATE 5-28-26

TITLE

RESOLUTION AUTHORIZING A MERCHANT AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND ALLPAID, INC.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Williamsport, that the Merchant Agreement and eCheck Services Rider, attached hereto, between the City of Williamsport and AllPaid, Inc., for AllPaid, Inc. to provide merchant processing services to the Treasurer and Tax Collector's Office of the City of Williamsport, is hereby approved.

HEREBY, the appropriate City Officials are authorized to execute the attached Agreement between the City of Williamsport and AllPaid, Inc. and any other documents necessary to accept the attached Agreement.

Approved

City Clerk

President

allpaid

Merchant Agreement

City of Williamsport Treasurer and Tax Collector's Office 100 West 3rd Street Williamsport, PA 17701 ("Merchant")	AllPaid, Inc. 7820 Innovation Boulevard Suite 250 Indianapolis, Indiana 46278 ("AllPaid")

WHEREAS, AllPaid provides the "AllPaid Payment Network," consisting of governments and other entities that contracted with AllPaid to accept payments made by individuals using credit cards, debit cards, prepaid debit cards, and other means of electronic payment (each, a "Payer" and collectively, "Payers") for transmission to such entities, and Merchant, in order to improve Merchant's services and enhance administration, desires to accept payments through AllPaid with such related support services as AllPaid provides; and

WHEREAS, the entities that establish and govern the rules, regulations and guidelines for the credit card and debit card systems such as Visa U.S.A., Inc. and MasterCard International Incorporated (collectively, the "Payment Type Organizations" or "PTOs") require that Merchant enter into a contractual relationship with an entity that is a member of the PTOs and agrees to comply with PTO Rules and regulations ("PTO Rules") as they apply to credit and debit card transactions that are submitted to Worldpay by AllPaid on Merchant's behalf; and

WHEREAS, by Merchant executing this Agreement, Merchant agrees Worldpay, Inc., for itself and its affiliates, a Delaware Limited Liability Company with a business address at 8500 Governors Hill Drive, Symmes Township, Ohio 45249 (hereinafter "Worldpay") is made a party to this Agreement and that Merchant understands and agrees (i) Merchant has contracted with AllPaid to obtain certain processing services; (ii) AllPaid has agreed to be responsible for all or part of Merchant's industry compliance obligations contained herein; (iii) AllPaid is solely responsible for providing the performance of services hereunder to Merchant; and (iv) by agreeing to the inclusion of Worldpay, Merchant is fulfilling PTO Rules.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Merchant, Worldpay, and AllPaid agree as follows:

1. Recitals. The above recitals are by this reference incorporated into and made a part of this Agreement.

2. Security and Compliance.

2.1 Merchant acknowledges and agrees that in the event Payer uses a credit, debit, or prepaid debit card, certain PTO Rules apply to Merchant's acceptance of Payers' payments. Merchant further acknowledges and agrees that security standards and guidelines published by the Payment Card Industry ("PCI") Security Standards Council including PCI Data Security Standards ("DSS") are also applicable to Merchant's acceptance of payments from Payers. **In lieu of directly complying with all PTO Rules and PCI DSS requirements, Merchant may and hereby does appoint AllPaid as its agent to accept debit and credit cards and comply in full with all applicable PTO Rules and PCI DSS requirements, as they may be modified from time to time, on its behalf and AllPaid accepts such appointment subject to any limitations in this Agreement and any attachments hereto.** If any PTO requires an audit and/or forensic investigation due to an actual or suspected data security compromise event in connection with transactions processed hereunder, an audit and/or forensic investigation of AllPaid and its operations shall be sufficient for such purposes provided, however, that Merchant agrees to cooperate with such audit and/or forensic investigation as AllPaid may reasonably request.

2.2 Merchant acknowledges that any Payer personal information it obtains will be obtained lawfully, shall be retained only as necessary for the performance of Merchant's official duties, and will not be used by Merchant in violation of any PTO Rules or regulations or applicable law.

2.3 If at any time Merchant or AllPaid believes that Payer information has been compromised as a result of a breach of the AllPaid system, Merchant or AllPaid, as the case may be, must notify the other and AllPaid shall notify Worldpay, PTOs, Payers, and any other parties AllPaid is required to notify.

2.4 Merchant and AllPaid each additionally agree to comply, at each party's expense, with all federal, state, and local laws and the requirements of regulatory agencies as they pertain to the respective parties' businesses and operations.

3. AllPaid Obligations; Agency Appointment and Effect. AllPaid and Merchant agree that AllPaid will enable Payers to pay amounts owed to Merchant as follows:

3.1 AllPaid shall act as Merchant's authorized agent for the limited purpose of receiving payments from Payers on Merchant's behalf and Merchant expressly authorizes AllPaid to act as its agent for the receipt of Payer funds. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Merchant, extinguishing the Payer's payment obligation to Merchant (in the amount paid by the Payer) as if the Payer had paid Merchant directly, subject to any right Merchant has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Merchant for Payer funds if AllPaid fails to remit funds to Merchant from Payers using AllPaid's services.

3.2 AllPaid shall obtain on Merchant's behalf authorization to process a charge to the Payer's credit card account, debit such Payer's debit card account, or take such other actions as may be required by Payer's financial services provider for purposes of funding payment(s) by such Payer to Merchant. Such charges or debits shall be subject to acceptance by Payer's financial services provider, PTO Rules, and any other applicable industry rules, laws, or regulations.

3.3 AllPaid shall act on Merchant's behalf in applying the service fees listed on Attachment "A" to this Agreement. Payer shall pay all service fees unless Merchant advises AllPaid Merchant intends to absorb all or any part of the service fees in the manner provided in this Agreement. For any service fees Merchant elects to absorb, Merchant shall follow the payment procedures described in Attachment "B" to this Agreement. Merchant hereby authorizes AllPaid to net and retain as AllPaid's sole compensation service fees paid by Payers in addition to the payment amounts. AllPaid may modify Payer fees at its sole option, providing Merchant with 30 days' notice of such modification and a revised attachment reflecting modified fees prior to activating the new fee structure. Service fees are non-refundable.

3.4 AllPaid shall transmit payment transactions on Merchant's behalf to Worldpay for further processing and shall further direct Worldpay to transfer Merchant's portion of all settling funds received from PTOs to Merchant in accordance with then-standard AllPaid practices. AllPaid shall establish unique payment codes on its system for the routing of Payer funds to Merchant. Such codes shall be available to Payers through Merchant or by accessing AllPaid's services.

3.5 AllPaid will maintain proper security and responsibility for Payer information while it is in AllPaid's possession, all at AllPaid's sole cost in accordance with applicable PCI DSS requirements, rules, laws, or regulations.

3.6 AllPaid shall be responsible for all chargebacks for payments made by card initiated not more than 180 days after the transaction. When a Payer initiates a chargeback within 180 days of a transaction, it automatically results in a provisional credit to the Payer from an AllPaid account. If AllPaid determines that a chargeback may be inappropriate, AllPaid expects Merchant to provide reasonable assistance in any challenge AllPaid makes to the chargeback. AllPaid reserves the right to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

3.7 AllPaid reserves the right to charge Merchant for services or equipment beyond the scope of this Agreement, such as custom software development, non-AllPaid standard peripheral devices, and other services and support as the parties may agree upon from time to time.

3.8 AllPaid shall provide administrative support to Payers and to Merchant through a toll-free telephone help line and the Internet.

3.9 AllPaid shall provide Merchant with participation procedures that Merchant must follow in using AllPaid's payment services. In addition, AllPaid will provide Merchant with toll-free telephone numbers, web addresses, and promotional and instructional materials to market and explain the AllPaid service to Payers, and shall train Merchant staff on how to access and use, and how to assist Payers to access and use the AllPaid Payment Network.

3.10 AllPaid shall be responsible for all federal, state, and local taxes that may be imposed upon its services only.

4. Merchant Obligations. Merchant's continued participation in the AllPaid Payment Network is conditioned upon the following:

4.1 Merchant understands and agrees that its cooperation in promoting use of the AllPaid Payment Network is a significant consideration for Merchant and AllPaid entering into this Agreement. Merchant shall therefore (i) ensure that the appropriate employees participate in any AllPaid training or refresher training on the use and promotion of the AllPaid Payment Network and its associated services; (ii) keep available for reference any user manuals and instructional materials AllPaid provides to Merchant; (iii) display logos, signage, literature, and other promotional and instructional materials that AllPaid provides and otherwise inform and assist Payers to use AllPaid for their payments to Merchant; and (iv) cooperate with all reasonable AllPaid requests to encourage greater use of the AllPaid Payment Network. All marketing and promotion of AllPaid services by Merchant shall conform to guidelines provided by AllPaid from time to time.

4.2 Merchant shall provide telecommunication capabilities, such as telephone, facsimile, and Internet connections to enable Payers to access AllPaid from Merchant locations and enable AllPaid to communicate with Merchant. Further, Merchant shall be responsible for establishing and maintaining secure access at its locations to the AllPaid administrative system, including user identification, passwords and precautions for accessing all confidential information. AllPaid shall be entitled to rely on any communications or instructions initiated with Merchant's user identification, passwords or other security and identity tokens or devices. Merchant shall designate a primary contact and a secondary contact with which AllPaid may communicate on operational, technical, and administrative issues.

4.3 Merchant shall raise any claimed transaction or settlement errors with AllPaid within 12 months of the date of Merchant's receipt of the AllPaid report on which the claimed error appeared and shall otherwise follow the AllPaid Payment Network participation procedures that AllPaid provides to Merchant, as such procedures may be updated from time to time. Merchant shall cooperate with AllPaid in the event of an overpayment or refund to AllPaid funds that AllPaid can demonstrate exceed Payer liabilities to Merchant.

4.4 Merchant shall provide AllPaid with prompt written notice of any change in the information Merchant provides to AllPaid necessary for Merchant's participation in the AllPaid Payment Network, including but not limited to any change in its bank routing and account numbers.

4.5 In the event Merchant receives a payment from AllPaid that appears to have been obtained through the commission of civil or criminal fraud, Merchant shall cooperate in any resulting investigation.

4.6 Merchant shall not enter into any other agreement or make any other arrangement for services similar to those available through the AllPaid Payment Network for the duration of this Agreement.

5. Term and Termination. This Agreement shall become effective upon the date it has been executed by Merchant and AllPaid and shall continue for one year, automatically renewing for additional one-year periods, subject to the below conditions.

5.1 Notwithstanding the foregoing, this Agreement shall terminate if and when Worldpay ceases to provide processing services to AllPaid or if terminated earlier as provided herein.

5.2 Merchant may terminate this Agreement upon 30 days' written notice to AllPaid and AllPaid shall promptly inform Worldpay of such termination. If at any time Merchant wishes to terminate the services of AllPaid but continue to process transactions under this Agreement through Worldpay, Merchant shall immediately upon AllPaid's cessation of services become directly responsible for complying with all duties hereunder Merchant had formerly assigned to AllPaid.

5.3 AllPaid may terminate this Agreement (a) upon 30 days written notice prior to its annual expiration date; (b) upon 30 days written notice if Merchant fails to comply with AllPaid procedures for participating in the AllPaid Payment Network (subject to Merchant's reasonable opportunity to cure); or (c) immediately if Merchant fails to comply with any other term of this Agreement.

6. AllPaid and Worldpay Representations and Warranties. Each of Worldpay and AllPaid represents and warrants as follows:

6.1 This Agreement is valid, binding, and enforceable against the warranting party in accordance with its terms. Each party has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.

6.2 The employees, agents and subcontractors of Worldpay and AllPaid shall possess the education, knowledge and experience necessary to qualify them individually for the particular duties they perform.

6.3 During the performance of this Agreement, each of Worldpay and AllPaid shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class.

7. Merchant Representations and Warranties. Merchant has taken all administrative, legal and regulatory measures necessary for it to enter into this Agreement and this Agreement is valid, binding, and enforceable against Merchant in accordance with its terms. Merchant warrants that Merchant's decisions and instructions to AllPaid with respect to Payer responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

8. Notices. All notices permitted or required by this Agreement shall be in writing and shall be given to the respective parties in person at or by first class U.S. Mail or by recognized courier directed to the address first stated in this Agreement, or if by facsimile, to AllPaid at (888) 665-4755 or if to Merchant to the facsimile number Merchant provides to AllPaid (in each case, with a hard copy following). Notices under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier and, if sent by facsimile, when such facsimile is transmitted to the number provided by the recipient and sender receives a confirmation of such facsimile.

9. Disclaimers and Limitation of Liability

9.1 The sole purpose of this Agreement is to enable Merchant to participate in the AllPaid Payment Network. Merchant understands and agrees that AllPaid takes no responsibility that amounts AllPaid transmits in payment to Merchant will fully satisfy any obligation to Merchant, and that AllPaid does not guarantee any particular outcome or result other than the delivery of each Payer's payment to Merchant.

9.2 Other than the limited agency of AllPaid to accept payments for Merchant nothing in this Agreement establishes or creates any association, partnership, joint venture, or relationship of master and servant or

employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

9.3 AllPaid shall be liable for losses or damages to Merchant to the extent provided herein only if they are caused directly by the gross negligence or willful misconduct of AllPaid.

9.4 Merchant bears all responsibility for administrative and official actions taken by Merchant. AllPaid accepts no liability whatsoever for Merchant actions taken based on payment information provided by AllPaid even if such information proves to be incorrect.

9.5 **THIS IS A CONTRACT FOR SERVICES. ALLPAID LIABILITY TO MERCHANT IS LIMITED TO MAKING PAYMENTS TO MERCHANT IN THE AMOUNTS THAT ALLPAID HAS INFORMED MERCHANT HAVE BEEN AUTHORIZED. THE ALLPAID PAYMENT NETWORK AND ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. ALLPAID MAKES NO WARRANTIES THAT ALLPAID SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER MERCHANT NOR ALLPAID SHALL BE LIABLE FOR LOST REVENUES, PROFITS, INTEREST, GOOD WILL, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH OR ARISING FROM SERVICES PERFORMED UNDER THIS AGREEMENT. WORLDPAY'S FUNCTION IS TO ACCEPT AND PROCESS MERCHANT'S TRANSACTIONS FROM ALLPAID. WORLDPAY SHALL HAVE NO LIABILITY TO MERCHANT WHATSOEVER HEREUNDER.**

10. Publicity. AllPaid shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of Merchant.

11. Intellectual Property

Merchant acknowledges and shall not challenge AllPaid's ownership of AllPaid trademarks, service marks, trade names, patents, copyrights, or other intellectual property ("AllPaid Intellectual Property"). Merchant agrees that any Merchant use of AllPaid Intellectual Property shall be in accordance with AllPaid instructions and subject to the control, direction and approval of AllPaid; that any rights arising out of such use shall inure solely to the benefit of AllPaid; and that Merchant shall have no ownership or other interest in AllPaid Intellectual Property.

12. Miscellaneous Terms and Conditions

12.1 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. There are no third-party beneficiaries to the Contract. Notwithstanding the foregoing, the American Express terms of usage provided as Attachment "B" to this Addendum apply to transactions using cards issued by American Express.

12.2 Assignment. This Agreement may not be assigned, in whole or in part, by AllPaid or by Merchant without prior written consent of the other party, which consent shall not be unreasonably withheld.

12.3 Force Majeure. All parties are excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the parties including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, or similar occurrences.

12.4 Governing Law. This Agreement shall be governed by the internal laws of the state in which Merchant is located. Litigation regarding this Agreement shall be filed in state or federal courts of appropriate jurisdiction in or near the county in which Merchant is located.

12.5 No Waiver. A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions.

12.6 Survival. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

12.7 Severability. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect.

12.8 Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the electronically imaged and emailed or faxed signature of the other party as an original document.

12.9 Complete Agreement. This Agreement, together with its attachments is the entire agreement between and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements, with regard to the subject matter herein and may not be altered, amended, or modified except in a writing incorporated hereto, and signed by the parties, provided, however, that AllPaid may revise the terms of this Agreement if required to comply with PTO Rules, law, or regulation and AllPaid provides notice to Merchant of such change and may modify fees per Section 3.3.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date written below.

City of Williamsport Treasurer and Tax Collector's Office

By: Derek Slaughter

Printed Name: Derek Slaughter

Title: Mayor

Date: 5/28/26

By: Margaret J. Woodring

Printed Name: Margaret J. Woodring

Title: Controller

Date: 5/29/26

By: James Frank

Printed Name: James Frank

Title: City Clerk

Date: 5-28-26

AllPaid, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment "A" – Service Fees

Service Fee Schedule for Tax and Utility Payments Via Web or *Gov$wipe®*
2.95% *Minimum Fee = $3.99*

Service Fee Schedule for Administrative & Civil Payments Via Web or *Gov$wipe®*
4.00% *Minimum Fee = $3.99*

Premium Assistance Fee for All Payments Via Call Center
Add $3.99 to each fee amount for use of operator assistance.

ALL SERVICE FEES ARE NON-REFUNDABLE

ATTACHMENT "B" -- ADDITIONAL SERVICE TERMS

General Service Terms. Merchant is responsible for advising AllPaid as to the types of payments AllPaid is authorized to accept on Merchant's behalf (per the service fees stated in any Attachment to this Agreement). Merchant may at any time (i) authorize AllPaid to accept additional types of payments within the scope of the applicable service fees; (ii) cancel the processing through AllPaid of any types of payments; and (iii) modify the account(s) to which AllPaid shall direct payments to Merchant by specifying all such changes to AllPaid **in writing** (for purposes of this attachment, "**in writing**" means via letter, email, or facsimile). Any such changes require reasonable lead-time to implement and are subject to AllPaid acceptance and confirmation **in writing**.

Service Fees. Service Fees may be the responsibility of Payer, Merchant, or shared by Payer and Merchant. Unless Merchant advises AllPaid otherwise, Merchant will be presumed to have chosen that Payers shall be responsible for all Service Fees. If Merchant elects to pay all or any portion of the Service Fee, Merchant must so advise AllPaid **in writing**. For any Service Fees Merchant elects to pay, AllPaid will debit Merchant's account for Merchant's share of the Service Fee in accordance with the terms of the debit authorization form Merchant completes. Merchant must allow AllPaid 30 days to make any changes Merchant requests to the Service Fee responsibility.

Service Models. AllPaid provides an e-commerce payment solution to entities that contract to participate in the AllPaid Payment Network. Basic service policies include a system designed to be available 24 hours a day, 7 days a week, 365 days a year; access to online administrative, analytical, and reporting capabilities; and customer service support to Merchant's Payers and staff. AllPaid will cause funds to be forwarded electronically to Merchant's designated account(s) for all approved transactions which are accepted by Merchant within two banking days after transaction authorization, or will remit funds by check if Merchant so requests **in writing**. Payers may make payment transactions via the Internet or by toll-free telephone. All payments are processed using the Internet regardless of their method of initiation. AllPaid makes various methods of system access available to paying parties, including integrated solutions. The following additional terms apply to Merchant's use of selected services. By electing to utilize such services, Merchant agrees to the following:

***Gov$wipe*:** If Merchant selects *Gov$wipe*, AllPaid will provide Merchant with card readers and peripheral equipment (cables, etc.), which are and will remain the property of AllPaid. Merchant understands that AllPaid card readers are embedded with proprietary technology ("Firmware"). AllPaid grants Merchant a license to use such card readers and Firmware for the duration, and only for purposes of this Agreement. Acceptance and use of card readers does not convey to Merchant any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, AllPaid or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Merchant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on the Firmware.

Merchant will use reasonable care to protect card readers from loss, theft, damage or encumbrance. AllPaid shall provide card readers and installation instructions at service implementation and when providing replacement or additional card readers by shipment to a location Merchant designates. Or, at AllPaid's option, Merchant will allow AllPaid and its designated representatives reasonable access to Merchant's premises for purposes of training or device installation, repair, removal, modification, upgrades, or relocation. AllPaid is solely responsible for the maintenance of its card readers and shall supply Merchant with replacements on Merchant's request and as AllPaid deems appropriate. Upon termination of the Agreement, AllPaid may require Merchant to return card readers to AllPaid, at AllPaid's expense and by such method as AllPaid specifies.
Merchant may request an increase or decrease in the number of card readers deployed **in writing**. Any such changes will be subject to AllPaid acknowledgment and acceptance **in writing**. AllPaid shall communicate shipping and handling procedures and any costs to Merchant in advance of taking action.

***Connex*YourGov:** If Merchant elects to utilize AllPaid's *Connex*YourGov solution, Merchant must provide AllPaid with photographs, graphics, digital assets, or digital images legally created, taken, or acquired by Merchant

(collectively, "Images") that Merchant desires AllPaid to use. All Images that participating Merchants deliver to AllPaid become subject upon delivery to a limited license granting AllPaid a non-exclusive right to reproduce, publicly display, and distribute the Images only for purposes of this Agreement. Any other AllPaid use of Images must be with Merchant's express written permission. Images may contain copyright management information at the discretion of Merchant in the form of either (i) a copyright notice (©) and/or (ii) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the parties. All rights relating to the Images remain the sole and exclusive property of Merchant. AllPaid's webpage design will include a logo of AllPaid's choice indicating all services are provided by AllPaid and links to AllPaid's Terms of Service, Privacy Policy, and other information at AllPaid's sole discretion.

Security. If desired, AllPaid may connect with Merchant's systems in a variety of methods. Any system integration between Merchant's and AllPaid's data processing platforms shall require Merchant to enter into AllPaid's "Proprietary Interface Software License Agreement." **ALLPAID ACCEPTS NO RESPONSIBILITY FOR SECURITY OR PCI DSS COMPLIANCE WITH RESPECT TO INFORMATION THAT RESIDES ON SYSTEMS OTHER THAN THOSE CONTROLLED BY ALLPAID**.

Gov$wipe®. *Gov$wipe* card readers are designed to communicate Payer data to AllPaid through Merchant's computing equipment to which they are cable-attached via USB port. Internet access to AllPaid is required for *Gov$wipe* transaction processing and is enabled solely by Merchant's computers and networks. Merchant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. **ALLPAID IS NOT LIABLE TO MERCHANT FOR EXPOSURE OF MERCHANT'S COMPUTERS OR NETWORKS TO MALICIOUS SOFTWARE OR HARDWARE OF ANY KIND.**

American Express® Card Acceptance. Merchant agrees to the following American Express conditions:

1. American Express Compliance. Merchant agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.

2. Processing Restrictions. Merchant is prohibited from processing transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

3. Third Party Beneficiary Rights. a. Not withstanding anything in this Agreement to the contrary, Merchant confers on American Express the third party beneficiary rights, but not obligations, to the Merchant's Agreement and subsequent addendums (collectively the "Agreement") between Merchant and AllPaid and, as such, American Express has the express right to enforce the terms of the Agreement against the Merchant. b. Merchant warrants that it does not hold third party beneficiary rights to any agreements between AllPaid and American Express and at no time will attempt to enforce any such agreements against American Express.

4. American Express Liability. MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

allpaid

eCheck Services Rider

This eCheck Services Rider ("eCheck Rider") establishes terms and conditions that govern the processing of payments made via Automated Clearinghouse ("ACH") transfer, also known as electronic check ("eCheck") to the undersigned agency ("eCheck Recipient") that has entered into one or more agreement(s) in the form of a Participation Agreement, a Merchant Agreement, or both with AllPaid, Inc. ("AllPaid") for payment processing services described in such agreement(s) (singularly, the "AllPaid Agreement" or collectively, the "AllPaid Agreement(s)").

1. Effectiveness. The effectiveness of this eCheck Rider is conditioned upon at least one standard form AllPaid Agreement(s) being in effect between eCheck Recipient and AllPaid. This eCheck Rider shall terminate at such time as there is no AllPaid Agreement in effect between eCheck Recipient and AllPaid. The terms of this eCheck Rider are in addition to and not in substitution for any terms and conditions of the AllPaid Agreement(s) which shall continue in full force and effect and apply to the eCheck services provided by or through AllPaid under this eCheck Rider. In the event of any conflict between the terms of the AllPaid Agreement(s) and the terms of this eCheck Rider, the terms of this eCheck Rider shall control. Capitalized terms used but not defined herein shall have the meaning given to them in the AllPaid Agreement(s).

2. Payment Processing. AllPaid obtains eCheck Services from the payments provider designated on Attachment "A" to this eCheck Rider ("Processor"). AllPaid will make available eCheck payment processing services ("eCheck Services") to individuals and organizations that desire to pay obligations to eCheck Recipient via ACH transfers (singularly, the "Payer" or collectively, the "Payers") as an additional service AllPaid provides to eCheck Recipient under the AllPaid Agreement(s).

3. eCheck Services. AllPaid shall make eCheck Services available to eCheck Recipient's Payers through the AllPaid payment website. The eCheck Services are as more specifically described in Attachment "B" to this eCheck Rider. AllPaid shall not be obligated to provide the eCheck Services if Processor ceases to provide such services to AllPaid for any reason. All Payer use of the eCheck Services shall be subject to AllPaid's terms of use displayed on the AllPaid website.

4. Documentation. Use of the eCheck Service shall also be subject to any user manuals and documentation AllPaid provides to eCheck Recipient. Availability of eCheck Services to eCheck Recipient's Payers is further conditioned on eCheck Recipient's completion of forms and authorization's AllPaid provides to eCheck Recipient that are required by AllPaid for establishing and operating the eCheck Services.

5. Fees. Service Fees for eCheck Services shall be as stated in Attachment "C" to this eCheck Services Rider. Service Fees may be the responsibility of cardholder, Participant, or shared by cardholder and Participant. Unless Participant advises AllPaid otherwise, Participant will be presumed to have chosen that cardholders shall be responsible for all Service Fees. If Participant elects to pay all or any portion of the Service Fee, Participant must so advise AllPaid in writing using the method specified in the AllPaid Agreement(s). For any Service Fees Participant elects to pay, AllPaid will debit Participant's account for Participant's share of the Service Fee in accordance with the terms of the debit authorization form AllPaid provides. Participant must allow AllPaid 30 days to make any changes Participant requests to the Service Fee responsibility. Service Fees include all costs of providing the eCheck Services. AllPaid may modify Service Fees to the greatest extent allowed by the AllPaid Agreement(s).

6. Limited Agency. For avoidance of doubt, Recipient and AllPaid agree that AllPaid is to act as Recipient's agent for the limited purpose of receiving payments from Payers on Recipient's behalf and Recipient expressly authorizes AllPaid to act as its agent for the receipt of Payer funds including but not limited to those payments described in the AllPaid Agreements and in this eCheck Rider. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Recipient, extinguishing the Payer's payment obligation to Recipient (in the amount paid by the Payer) as if the Payer had paid Recipient directly, subject to any right Recipient has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Recipient for Payer funds if AllPaid fails to remit funds to Recipient from Payers using AllPaid's services and AllPaid accepts such appointment subject to any conditions and limitations in in the AllPaid Agreement(s).

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7. Effect of Payment. Recipient and AllPaid agree that AllPaid is to act as Recipient's agent for the limited purpose of receiving payments from Payers on Recipient's behalf and Recipient expressly authorizes AllPaid to act as its agent for the receipt of Payer funds including but not limited to those payments described in the AllPaid Agreements and in this eCheck Rider. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Recipient, extinguishing the Payer's payment obligation to Recipient (in the amount paid by the Payer) as if the Payer had paid Recipient directly, subject to any right Recipient has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Recipient for Payer funds if AllPaid fails to remit funds to Recipient from Payers using AllPaid's services and AllPaid accepts such appointment subject to any conditions and limitations in in the AllPaid Agreement(s).

8. Reversal or Rejection. Notwithstanding section 7, if an ACH transfer funding a Payer's eCheck payment is (i) reversed by Payer; or (ii) rejected by Payer's bank due to lack of sufficient funds ("NSF"), such obligation shall be deemed unpaid and due or owing to eCheck Recipient solely and exclusively by Payer in addition to any other costs and penalties eCheck Recipient imposes or seeks to impose upon Payer. For any reversed or rejected payment, AllPaid will debit Recipient's account for the amount of the payment in accordance with the terms of the debit authorization form provided as Attachment "D" hereto. Recipient must complete, sign, and return Attachment "D" with this eCheck Rider.

9. **DISCLAIMERS AND LIMITATIONS OF LIABILITY. ALL DISCLAIMERS AND LIMITATIONS OF LIABILITY STATED IN THE ALLPAID AGREEMENT(S) RELATING TO THE PERFORMANCE OF SERVICES UNDER THE ALLPAID AGREEMENT(S) SHALL APPLY WITH EQUAL EFFECT TO THE ECHECK SERVICES. ALLPAID DOES NOT GUARANTEE THAT ECHECK SERVICES SHALL BE PROVIDED ERROR-FREE OR UNINTERRUPTED AND DOES NOT GUARANTEE ECHECK PAYMENTS AGAINST PAYER STOPS, REVERSALS, OR NSF STATUS. ALLPAID WILL NOT REINITIATE AN ECHECK TRANSACTION THAT HAS BEEN DENIED DUE TO A "PAYMENT STOPPED" OR NSF NOTICE. ALLPAID HAS NO OBLIGATION TO NOTIFY PAYERS IF ECHECK RECIPIENT REJECTS PAYER'S ECHECK PAYMENT ATTEMPT. ECHECK SERVICES ARE NOT AVAILABLE FOR THE POSTING OF CASH BAIL.**

10. Compliance. eCheck Recipient shall only use the eCheck Services for legal purposes and shall not use the eCheck Services in any way that violates laws, ordinances, or regulations applicable to eCheck Recipient. eCheck Recipient will reasonably cooperate with AllPaid and Processor in good faith to minimize potential illegal use of the eCheck Services and shall cooperate with reasonable AllPaid requests for information related to potential fraud or abuse.

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