

## GOVPAYNET TERMS OF USE

GovPayNet provides transaction processing and associated support services to Users which enter into an Agreement with GovPayNet to participate in the GovPayNet Payment Network. Not every User, however, will utilize all services, technologies, or support options the GovPayNet Payment Network includes. Therefore, GovPayNet supplements each Agreement with these Terms of Use to the extent they apply to User's selected GovPayNet Payment Network options.

Entering into an Agreement constitutes User's acceptance of the applicable Terms of Use, which are then considered a part of the Agreement and effective when the Agreement becomes effective. If a User changes its use of the GovPayNet Payment Network so that Terms of Use that did not previously apply to User apply, the applicable Terms of Use become effective upon the date of such change.

In the event of a conflict between these Terms of Use and an Agreement, the Agreement will control. Capitalized words used in these Terms of Use are defined in the [Definitions](#) section.

Click [here](#) for a printable version of all Terms of Use.

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**Definitions.** The below definitions apply to the capitalized words used in these Terms of Use:

“Agreement” means either a form Merchant Agreement or a form Participation Agreement that Users enter into with GovPayNet to provide them with access to the services available through the GovPayNet Payment Network.

“Cardholder” means an individual using any of the credit cards, debit cards, and prepaid debit cards carrying the Visa, MasterCard, American Express, or Discover brand names to transfer funds to Users for a variety of purposes including the payment of financial obligations.

“Firmware” means software embedded in a read-only memory.

“GovPayNet” means Government Payment Service, Inc., a Delaware corporation with its principle place of business at 7102 Lakeview Parkway West Drive, Indianapolis, Indiana 46268.

“GovPayNet Intellectual Property” means trademarks, service marks, trade names, patent rights, copyrights, trade secrets, or other intellectual property of GovPayNet.

“GovPayNet Payment Network” means the collective services and technologies GovPayNet offers to Users to enable them to accept funds from Cardholders through GovPayNet’s services, technologies, and processes.

“Images” means photographs, graphics, digital assets, or digital images created, taken, or acquired by a User and in which User has a proprietary interest.

“Merchant Agreement” means any version of the form GovPayNet contract of the same name in effect from time to time which provides the basis for assignment to the User of a MID as a condition to accessing the GovPayNet Payment Network. Whether to use a Merchant Agreement to document any User relationship is within GovPayNet’s sole discretion.

“MID” means a Merchant Identification number assigned through card industry practices to a User that enters into a Merchant Agreement.

“Participation Agreement” means any version of the form GovPayNet contract of the same name in effect from time to time with Users which do not require a MID to be assigned to the User as a condition to accessing the GovPayNet Payment Network. Whether to use a Participation Agreement to document any User relationship is within GovPayNet’s sole discretion.

“PCI DSS” means the Payment Card Industry Data Security Standards in effect from time to time published by the PCI Security Standards Council, [https://www.pcisecuritystandards.org/about\\_us/](https://www.pcisecuritystandards.org/about_us/).

“Private Entity” means a private organization including but not limited to a corporation, limited liability corporation, partnership, trust, or other recognized type of private association.

“Public Entity” means a governmental unit, subunit, or other public authority and their offices and divisions including but not limited to administrative agencies; courts; educational institutions; detention facilities; health care-related entities such as clinics, laboratories, and hospitals; and law enforcement agencies.

“User” means a Public Entity or Private Entity that has entered into an Agreement with GovPayNet.

“Terms of Use” means these terms and conditions, including these definitions, made applicable to Agreements depending upon the nature of the User, the User’s service and equipment selections, and the User’s use of the GovPayNet Payment Network under an Agreement.

“Writing” means an email, facsimile, letter, or other written memorandum.

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**Applicability.** These Terms of Use are effective as of [INSERT DATE POSTED TO GPS WEBSITE LIBRARY] and apply only to Agreements that have incorporated them by reference. Terms of Use may be updated from time to time, but such updates will only apply prospectively. Each legally substantive update will include an effective date and will not apply to Agreements effective prior to that date unless added to the Agreement by amendment to User’s Agreement. GPS is under no obligation to communicate updates to these Terms of Use to Users.

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**General Services.** The GovPayNet Payment Network basic e-commerce service option provides Users with access to a payment processing system designed to be available 24 hours a day, 7 days a week, 365 days a year, together with online administrative, analytical, and reporting capabilities and customer service support to Cardholders and User staff. Cardholders accessing the GovPayNet Payment Network may make payment transactions via the World Wide Web, through GovPayNet’s patent-pending countertop solution *GovSwipe*, or by toll-free telephone. GovPayNet processes all payments using the Internet regardless of their method of initiation.

GovPayNet will provide Users with training, documentation, and electronic and telephonic support at GovPayNet’s expense. GovPayNet will forward electronically to User’s designated account(s) the funds for all approved transactions which are accepted by User within two business days after transaction authorization (remittance by check is also available).

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**Bail Bondsmen Users.** Users that are bail bondsmen shall only use GovPayNet services for the collection of customer fees payable to Participant, not for the posting of cash sureties. Any bail bondsmen User further represents, warrants, and agrees that User (i) is duly licensed to provide its services in the jurisdiction in which it operates; (ii) shall take all necessary actions to keep such license current and in full force and effect; (iii) shall immediately cease using the GovPayNet Payment Network if User’s license is suspended or revoked; and (iv) will immediately notify GovPayNet of such occurrence and that the User’s Agreement shall terminate upon such suspension or revocation without penalty or liability to GovPayNet. Bail Bondsmen Users shall, prior to entering into an Agreement, provide GovPayNet with a current and valid bail bondsman license number and a copy of such license upon GovPayNet request.

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***BailCall***<sup>®</sup>. *BailCall* is a method for arrestees to more effectively use the contact information on their cellular or smart phones to arrange for the posting of their bail by a third party, with User involvement and supervision. GovPayNet will provide Users selecting the *BailCall* option with instructions, materials, and requirements for use of the service.

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***ConnexYourGov***<sup>®</sup>. If a User elects to utilize GovPayNet's *ConnexYourGov* service, the User must provide GovPayNet with Images in accordance with these Terms of Use. Users that provide Images to GovPayNet for use in connection with *ConnexYourGov* thereby grant to GovPayNet a non-exclusive license to reproduce, publicly display, and distribute the Images only for purposes of the *ConnexYourGov* service and so long as the Agreement is in effect.

Any other GovPayNet use of Images must be with User's express written permission, obtained in advance. Images may contain copyright management information at the discretion of User 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 User and GovPayNet. All rights relating to the Images, including license rights, copyrights, and ownership rights in the media in which the Images are stored, remain the sole and exclusive property of User.

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***Card Association Payment Programs***. Enrollment of User in various card associations' governmental and institutional payment programs may be required in connection with services GovPayNet is to perform under an Agreement. GovPayNet shall administer any such enrollment in reliance on information User provides. Participation in such programs may be contingent on card association review, verification, and other association processes. All Users enrolled in Card Association Payment Programs must enter into a Merchant Agreement and will be assigned at least one MID. GovPayNet does not guarantee acceptance of User by any card association for any payment program.

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***GovPayNet Intellectual Property***. Any use by User of GovPayNet Intellectual Property shall be in accordance with GovPayNet instructions and subject to the control, direction and approval of GovPayNet. Any rights arising out of such use shall inure solely to the benefit of GovPayNet. User acquires no ownership or other interest in GovPayNet Intellectual Property except as granted in the Agreement or these Terms of Use. GovPayNet<sup>®</sup>, *BailCall*<sup>®</sup>, *ConnexYourGov*<sup>®</sup>, and Gov\$wipe<sup>®</sup> are registered service marks of Government Payment Service, Inc.

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***Gov\$wipe***<sup>®</sup>. For Users that select Gov\$wipe, GovPayNet will provide User with card readers and peripheral equipment (cables, stands, numeric pads, etc.), which are and will remain the property of GovPayNet. User understands that GovPayNet card readers are embedded with proprietary Firmware. GovPayNet grants User a license to use such card readers, peripherals,

and Firmware for the duration and only for purposes of the Agreement. Acceptance and use of card readers does not convey to User any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, GovPayNet or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. User shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on the Firmware.

Users selecting Gov\$wipe will use reasonable care to protect card readers from loss, theft, damage or encumbrance. GovPayNet shall provide card readers and installation instructions at service implementation and when providing replacement or additional card readers by shipment to a location User designates. Or, at GovPayNet's option, User will allow GovPayNet and its designated representatives reasonable access to User's premises for purposes of training, installation, repair, removal, modification, upgrades, or relocation.

GovPayNet is solely responsible for the maintenance of its card readers and shall supply User with replacements on User's request and as GovPayNet deems appropriate. Upon termination of the Agreement, GovPayNet may require User to return card readers to GovPayNet, at GovPayNet's expense and by such method as GovPayNet specifies.

User may increase or decrease the number of card readers deployed upon request in Writing to and accepted in Writing by GovPayNet.

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***Inmate Trust and Commissary Payments:*** Cardholders may complete transactions to Users that are detention centers, correctional agencies, sentencing-alternative residences, or similar facilities that accept and hold funds on behalf of inmates, detainees, patients, or other User residents. Unless the User and GovPayNet agree otherwise, GovPayNet will make customer service representative assistance available to cardholders Monday through Friday from 8 AM to 8 PM ET only. GovPayNet shall cause funds to be forwarded electronically to User's designated account within two business days after transaction authorization.

GovPayNet shall be responsible for handling all reversals (*i.e.*, chargebacks), re-presentments, and transaction disputes associated with Cardholders' use of cards to make inmate trust and commissary payments to User through GovPayNet. User shall have no liability for chargebacks that are upheld through industry procedures or that GovPayNet chooses, in its sole discretion, not to contest. Payments will not be considered subject to chargeback more than 180 days after their authorization.

Cardholder payments are limited to the following maximums: (i) \$100 per transaction; (ii) \$500 in total payments per inmate, per week; (iii) five total transactions per inmate, per week; or (iv) two total transactions per card, per week. GovPayNet will reject any attempted transaction that would exceed any of these maximums. GovPayNet reserves the right to modify these limitations to control fraud in the event that excessive chargebacks, law enforcement inquiries, or other factors indicate fraudulent activity. User will provide reasonable cooperation in fraud control efforts including but not limited to suspension of services upon GovPayNet's instruction to do so

if, in GovPayNet's business judgment, reasonably exercised, suspension is necessary to prevent continuing systematic fraudulent activity at User's facility.

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**Integration.** GovPayNet offers Users varying methods of integrated solutions. If desired, GovPayNet may connect with User's systems in a variety of methods. Any interfaces GovPayNet establishes with User's system shall be based on specifications User and GovPayNet mutually develop. User must consult with GovPayNet in advance of any system modifications that may disrupt existing interfaces.

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**Legal Purposes.** All Users will access and use the GovPayNet Payment Network for legal purposes only and only as legally authorized by the User's organization and an Agreement, including these Terms of Use.

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**Private Entity Users.** It is GovPayNet's intention to fully comply with provisions of the USA Patriot Act, anti-money laundering laws and regulations, and other similar public acts and standards. If User is a Private Entity, GovPayNet may require as a condition of entering into an Agreement any or all of (i) User's ownership information; (ii) references; (iii) a list or a partial list of User's government contracts; and (iv) other information reasonably needed to verify User's identity and that User and User's owners are not listed on the U.S. Department of the Treasury Office of Financial Assets Control list of Specifically Designated Nationals or subject to similar governmental controls or prohibitions. User understands and agrees that GovPayNet may also perform, at GovPayNet's expense, a credit check of User. (For Users that are bail bondsmen, providing GovPayNet with proof of licensure is generally sufficient for this purpose due to the User checks and certifications performed by state licensing agencies.)

GovPayNet may re-verify any such information at any time during the course of the Agreement. Should such verifications indicate User is potentially in violation of laws and regulations intended to provide for public safety and security, GovPayNet may terminate its Agreement with User immediately and without penalty or liability.

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**Public Entity Users.** A Public Entity User may be allowed by applicable procurement laws and regulations to allow other Public Entities to share services under a vendor contract to which the Public Entity User is a party. GovPayNet encourages shared services among Public Entities and supports such arrangements provided, however, that (i) contract sharing is limited to Participation Agreements (*i.e.*, service arrangements that do not require the Public Entity to have an individual MID); (ii) the Participation Agreement includes the applicable fee for the service(s) to be provided under the shared contract; (iii) the Public Entities which intend to share services under a Participation Agreement notify GovPayNet in Writing of their intent to do so; and (iv) by

so notifying GovPayNet of the shared service arrangement, the Public Entity represents and warrants that it is acting in accordance with all applicable laws, regulations, and ordinances.

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**Service Changes.** Each User specifies to GovPayNet in the implementation process what types of payments GPS shall process; the offices, divisions, and departments within the Public Entity that will participate in the GovPayNet Payment Network; settlement accounts to which GovPayNet will direct funds; and its selection of service options reflected in these Terms of Use (*ConnexYourGov*, *GovSwipe*, integration, etc.). User requests that alter the User's choices at implementation must be made to GovPayNet in Writing, will be subject to GovPayNet acceptance and confirmation in Writing, and will require reasonable lead-time to implement.

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**Security.** The GovPayNet Payment Network is an e-commerce, browser-based solution that provides transaction processing, administrative, and other services via the Internet. **USER IS RESPONSIBLE FOR TAKING MEASURES TO KEEP ITS FACILITIES, COMPUTERS, DATABASES, AND NETWORKS SECURE AND FREE FROM MALICIOUS SOFTWARE OR HARDWARE.**

A User interfacing with GovPayNet may receive cardholder information that is subject to PCI DSS. PCI DSS compliance responsibility rests with the entity that handles Cardholder information. Some Users may have arrangements in place with other service providers that include the acceptance or sharing of Cardholder information. **GOVPAYNET ACCEPTS NO RESPONSIBILITY FOR SECURITY OR PCI DSS COMPLIANCE WITH RESPECT TO INFORMATION THAT RESIDES ON OR PASSES THROUGH SYSTEMS OTHER THAN THOSE CONTROLLED BY GOVPAYNET.**

Each User must make its own determination regarding the scope and nature of its PCI DSS compliance practices. Every User should maintain sound and reasonable employee security procedures if User employees are in the position of gaining access in any other manner to Cardholder names, card numbers, or other information that could facilitate unauthorized transactions.

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**User Fees.** Unless an Agreement provides otherwise, Cardholders are responsible for service fees. Users may elect to pay some of or the entire service fee associated with GovPayNet processing a transaction, in which case the Agreement will indicate the User's choice. If a User is paying processing fees, the User must provide GovPayNet with a completed debit authorization form, which GovPayNet will supply in blank. Unless the User and GovPayNet agree otherwise, GovPayNet will debit a designated User bank account on a monthly basis for User's payment of any service fees.

GovPayNet will calculate any service fee chargeable to User in arrears, applying the fee formula stated in the Agreement to transactions processed during the applicable period. GovPayNet will provide User with a statement as to how service fees were calculated upon User's request for any payment period occurring within 12 months prior to User's request. All service fees GovPayNet collects from User are non-refundable, unless User can definitively show that GovPayNet has made an error with respect to any fees calculated. Any refund shall be limited to the amount of the overcharge Merchant can so establish.

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