

SERVICE PROVIDER AGREEMENT CREDIT CARD PROCESSING

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between **Certified Payments No. 1, Ltd., by and through its General Partner, Certified Payments, Inc.**, a Texas Corporation, with offices at 3410 Midcourt Road, Suite 136, Carrollton, TX 75006 ("**Certified**") and Collin County TX Tax Collector, 2300 Bloomdale, McKinney, TX 75071 ("**Agency**").

RECITALS

WHEREAS, Agency desires to accept payments from individuals or entities ("**Customers**") by Credit Card and pin-less debit card ("**Agency Payments**").

WHEREAS, Certified is a third party service provider that performs such Services on behalf of Agency ("**Services**").

WHEREAS, Agency desires to employ Certified to act on behalf of Agency in providing the Services and Certified desires to provide the Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises set forth below, the parties hereto agree as follows:

1. **DEFINITIONS** As used herein, the following terms have the meanings set forth below:

"Agency Bank" is the Depository Financial Institution where the Agency Bank Account is maintained and receives deposits from Agency's Customers or credits from the Federal Reserve Bank on behalf of the Agency.

"Agency Bank Account" is the account Agency has established with Agency Bank for credit card deposits from Agency's Customers as provided under the terms of this agreement, and identified on Page 3 of the **Bureau Credit Card Account Setup Form, Bureau Banking Information**, which is attached hereto.

"Bureau Code" is the unique seven (7) digit Agency identifier assigned to Agency by Certified.

"Card Issuing Bank" is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

"Card Associations" are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish the rules and regulations governing member participation in card programs.

"Card Holder" is an authorized user of a payment card issued by a Card Issuing Bank.

"Chargeback" is a transaction whereby the Card Issuing Bank reverses the Agency's Payment.

"Convenience Fee" means the fee charged by Certified to Customers for the convenience of using the Services in making an Agency Payment.

“**Credit Card**” refers to a pin-less debit card or credit card issued to a Customer for payment of goods and services.

“**Customer**” means both consumer and corporate, individual or company that purchases or uses the Services.

“**Front-End Processor**” is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

“**IVR**” means Integrated Voice Response system.

“**Processing Facility**” refers to the appropriate credit or debit network to which Certified transmits transactions.

2. CERTIFIED'S OBLIGATIONS Certified shall provide the Services as follows:

- A. Certified will provide Customers with the opportunity to make Agency Payments by Credit Card and pin-less debit card. These Agency Payments may be made through Certified's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, by contacting Certified by telephone or by any other communication medium that Certified and Agency mutually agree upon.
- B. Certified shall begin providing the Services to Customers on a date mutually agreed upon by Certified and Agency.
- C. Certified shall collect and transmit Agency Payments from Customers using MasterCard, Visa and Discover. American Express may be collected and processed at the discretion of the Agency and Certified.
- D. Certified may charge each Customer a Convenience Fee for each Agency Payment processed. The Convenience Fee will be collected in addition to the corresponding Agency Payment. **Exhibit A** attached hereto details the Schedule of Convenience Fees that Certified may charge to Agency's Customers. Certified, in its sole discretion, may charge Customers a minimum Convenience Fee for each payment; an amount not to exceed ^{One} Two Dollars (\$1.00) in US Currency. Certified will cause all net funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Certified shall retain all Convenience Fees collected by it hereunder.
- E. Except for the fees outlined in Exhibit A, Certified shall not charge Agency a fee in consideration for Certified's provision of the Services to Customers as provided for in this Agreement; any fees payable by Agency in connection therewith will be mutually agreed upon by Certified and Agency.
- F. Certified will notify each Customer of the dollar amount of the payment and the corresponding Convenience Fee to be charged to the Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's Credit Card.
- G. Certified will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Convenience Fee.

- H. Certified will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept. Transmission of Credit Card payments will occur in real time to the appropriate Front-End Processor(s).
- I. Certified will provide Agency with online access to Agency payment data and reports summarizing the use of the Services by Agency's Customers. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file. Access to Agency payment data and reports will be available 24/7.
- J. Certified will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Associations.
- K. Prior to initiating any refunds to a Customer's Credit Card, Certified will attempt to obtain permission either orally or in writing, from the Agency's authorized representative. Unless Agency receives written authorization from Certified to the contrary, Agency may not issue refunds to the Customer by check. Certified will process such refunds in the form of a credit to the Customer's Credit Card that was initially charged and in Certified's sole discretion, may refund the corresponding Convenience Fee payment. Certified or its authorized agent will debit the Agency's Bank Account for the amount of the Agency Payment refund.
- L. Under the rules of the Card Associations, Customer's Card Issuing Bank gives Certified a limited amount of time to dispute a Chargeback or issue a refund. In the event a refund must be issued, Certified will contact Agency and Agency will immediately issue a memo authorizing Certified to refund the transaction, however, Certified and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process.
- M. Agency will reimburse Certified for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a Credit Card refund or Credit Card Chargeback, where Certified is unable to collect amounts owed by Agency to Certified, Agency agrees to make amounts owed available to Certified in immediately available funds.

3. AGENCY'S OBLIGATIONS

- A. In addition to this Agreement, Agency agrees to enter into any and all applicable agreements that are required to perform the Services hereunder. Such Agreements may include but are not limited to MasterCard and Visa, Discover and American Express, including the American Express Addendum attached hereto as **Exhibit B**. Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Associations, including without limitation with respect to the use of specific Card logos and marks.
- B. Prior to Certified's commencement of the Services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.
- C. Certified is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Associations, the Bank and any rules and regulations provided by American Express and Discover. Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Certified will be grounds for immediate termination of this Agreement.

- D. Agency agrees to promote the Services to its Customers. Promotions shall include publishing the Agency's Bureau Code, relevant IVR telephone number and URL of the Agency's website or Certified's website on all applicable tax instruction booklets, tax preparer communications, taxpayer information publications, citations, notices, utility bills and any related marketing material. Agency will obtain Certified's consent prior to publishing any materials that reference the Services and/or Certified.
- E. Agency will not require as a condition to making an Agency Payment, that a Cardholder agrees in any way to waive such Cardholder's right to dispute the transaction with the Card Issuing Bank for legitimate reasons.

4. **ADDITIONAL MATTERS**

A. Confidentiality

Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Certified's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties

The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract

Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property

In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure

Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. Remedies

Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY: Collin County TX Tax Collector
2300 Bloomdale
McKinney, TX 75071

CERTIFIED PAYMENTS: Certified Payments, Inc.
Attn: Pamela Stewart, President
3410 Midcourt Rd., Suite 136
Carrollton, TX 75006
pamela.stewart@certifiedpayments.net

H. Term of Arrangement

Unless otherwise terminated, the term of the arrangement shall continue from the date of this Agreement until thirty (30) days after such time as either Certified or Agency has notified the other party in writing of its decision to terminate.

I. Termination

Certified's performance of this Agreement is subject to the rules and regulations of the Card Associations, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard or other credit or debit card company or association to terminate shall be immediate upon such event.

J. Governing Law

In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State of Texas.

K. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, however, the obligations of Certified under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes full responsibility for such obligations.

L. Entire Agreement; Modifications

This Agreement, together with the exhibits and schedules hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability

If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on _____, 2012.

AGENCY'S ACCEPTANCE:

By: _____
Agency Signature

Printed Name and Title

Date

CERTIFIED'S ACCEPTANCE:

**CERTIFIED PAYMENTS NO. 1, LTD.
BY: CERTIFIED PAYMENTS, INC., GENERAL PARTNER**

By: _____
Pamela Stewart, President

Date

EXHIBIT A
SCHEDULE OF CONVENIENCE FEES
Confidential

This **Exhibit A to the Service Provider Agreement** between Certified and Agency provides as follows:

1. Schedule of Convenience Fees

Certified and Agency agree to the following provisions:

- A. 2.30 % or a minimum of \$1.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for *tax payments* when Customer uses a Credit Card.
- B. 2.34 % or a minimum of \$1.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for *non-tax payments* when Customer uses a Credit Card.
- C. 3.95 for payments using a Visa Debit Card.

AGENCY'S ACCEPTANCE:

By: _____
Agency Signature

Printed Name and Title

Date

CERTIFIED'S ACCEPTANCE:

CERTIFIED PAYMENTS NO. 1, LTD.
BY: CERTIFIED PAYMENTS, INC., GENERAL PARTNER

By: _____
Pamela Stewart, President

Date

EXHIBIT B

AMERICAN EXPRESS ADDENDUM

This instrument (the "Addendum") effective _____, 2012, amends and supplements the Collin County TX Tax Collector Agreement (as defined below) and the Cardtranz, Inc. Agreement (as defined below), including any and all exhibits, amendments, addenda, appendices and supplements thereto respecting the acceptance of the American Express® Card. For the purpose of this Addendum, "Cardtranz" means Cardtranz, Inc., a Texas corporation, located at 3410 Midcourt Rd., Suite 136, Carrollton, Texas, 75006.

The term "County Agreement" shall mean the Agreement for American Express Card Services dated _____, and any Amendment and/or Addendum to such Agreement whereby American Express and Collin County TX Tax Collector have made available Card Acceptance for Government offices, agencies, and educational institutions and entities; and, such Collin County TX Tax Collector agencies have initiated American Express Card acceptance. The term "Cardtranz Agreement" shall mean the agreement dated September, 2003 whereby American Express and Cardtranz have initiated American Express Card acceptance on behalf of various state and local governments. All other terms in this Addendum shall have the same meanings as they have in the Collin County TX Tax Collector Agreement and/or the Cardtranz Agreement as such Agreements pertain to the parties of those Agreements.

Cardtranz hereby agrees to accept the Card on behalf of Collin County TX Tax Collector as permitted by Collin County TX Tax Collector. The parties further agree that the Collin County TX Tax Collector Agreement and the Cardtranz Agreement shall be deemed amended so that the Discount associated with such Charges on behalf of Collin County TX Tax Collector to Cardtranz shall be paid to American Express by Cardtranz. Payments for charges submitted on behalf of {COUNTY NAME} County shall be paid directly to {COUNTY NAME} County.

The parties also agree to the following:

Disputed Transactions and Chargebacks:

American Express will send requests regarding a claim, complaint, or question related to a Disputed Charge to Cardtranz and not to the Collin County TX Tax Collector. Cardtranz will retrieve all requested information relating to the Disputed Charge and provide such to American Express. If a Cardmember contests the Convenience Fee relating to a Charge, the payment of that Charge to Collin County TX Tax Collector also will be treated as contested. If the Disputed Charge results in a reversal of the Charge ("Chargeback"), both the Collin County TX Tax Collector payment of that Charge and the Convenience Fee will be charged back by American Express. Collin County TX Tax Collector payments will be charged back to Collin County TX Tax Collector; Convenience Fees will be charged back to CARDTRANZ. In no case shall a Convenience Fee be charged back to CARDTRANZ without the related Charge also being charged back to Collin County TX Tax Collector.

CARDTRANZ will provide reports to Collin County TX Tax Collector of any Chargebacks either prior to or on the day the Chargeback is posted to Collin County TX Tax Collector's bank account. American Express will deduct any Chargebacks from amounts owed to Collin County TX Tax Collector for Charges.

Reporting:

CARDTRANZ will provide reports to Collin County TX Tax Collector that includes all transactions, including Chargebacks and adjustments in a format agreeable to Collin County TX Tax Collector.

Refunds:

Refunds will be processed through the Collin County TX Tax Collector agency's standard refund processes. The specific refund policy for each Collin County TX Tax Collector agency will be posted on the Collin County TX Tax Collector agency's web site. American Express will accept proof of the refund via the Collin County TX Tax Collector agency's posted refund process in the event of a Dispute, and not allow the Chargeback.

Limitation of Liability:

In no event will Cardtranz or American Express be responsible hereunder for damages to Collin County TX Tax Collector arising from delays or problems caused by any telecommunications carrier or banking system or Internet Services Provider ("ISP"); provided, however, that the foregoing shall have no effect upon American Express' rights of Full Recourse, as used in the Agreement. Except as specifically indicated above, all terms and conditions of the Collin County TX Tax Collector Agreement and the CARDTRANZ Agreement shall remain in full force and effect.

Authority to Sign:

Each party represents that the individual who signs this Addendum has authority to do so and to bind it to the terms and conditions of this Addendum. Each party further represents that they are authorized to sign and enter into this Addendum on behalf of their subsidiaries, affiliates and licensees that accept the Card.

AMERICAN EXPRESS TRAVEL
RELATED SERVICES COMPANY, INC.

Collin County TX Tax Collector
2300 Bloomdale
McKinney, TX 75071

By: _____

By: _____

Date: _____

Date: _____

CARDTRANZ, INC.

By: _____

Date: _____

Pamela Stewart, President

EXHIBIT C

This Exhibit C to the Service Provider Agreement outlines the equipment and additional services Certified Payments will make available to use by Collin County Tax Collector:

1. Equipment

15 Magtek Model #21040108 Scanners (Or Equivalent)
34 Verifone Model VX570 Terminals (Or Equivalent)

2. IVR Telephone Number

877-264-7533

3. Settlement Time Frame

Normal Settlement into Agency's Account is:
Visa/MasterCard/Discover – 48 Hours*
American Express – 72 Hours*

*Deposit times may vary due to holidays, weekends or circumstances beyond our control

AGENCY'S ACCEPTANCE: **COLLIN COUNTY TX TAX COLLECTOR**

By: _____
Agency Signature

Printed Name and Title of Agency Signature

Date

CERTIFIED'S ACCEPTANCE:

CERTIFIED PAYMENTS NO. 1, LTD.
BY: CERTIFIED PAYMENTS, INC., GENERAL PARTNER

By: _____
Pamela Stewart, President

Date