



Merchant Agreement Service Fee Modification

In accordance with the terms and conditions of the **Merchant Agreement** entered into between your office/organization and AllPaid, Inc. f/k/a Government Payment Service, Inc. ("AllPaid"), AllPaid will implement the below **Service Fee** modification on or about **October 4, 2022**.

This modification applies only to **Service Fees** expressed under the **Merchant Agreement** as a percentage of the principal payment in an amount **less than 2.95%** of the principal.

All other terms and conditions of the Merchant Agreement remain unchanged.

Minimum Percentage Service Fee
Notwithstanding anything in the Agreement to the contrary, the minimum percentage Service Fee for payments processed under this Agreement is:
2.95%
Additional charges for premium service via the call center still apply.

All Service Fees Are Non-refundable

AllPaid accepts the major credit,
debit or prepaid debit cards, including:





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AllPaid, Inc., formerly known as Government Payment Service, Inc. (“AllPaid,” “we,” “us,” “our”) conducts business by entering into either or both a Participation Agreement or a Merchant Agreement which may include amendments, modifications, or riders added over the course of the contract (“AllPaid agreement”) with public agencies, corporations, and other organizations (each, an “AllPaid customer”). An AllPaid agreement establishes the terms under which we provide automated payment processing to enable individuals to make payments (“payers”) to AllPaid customers and provide various technological and operational support services to assist AllPaid customers in managing their payment environments.

As an AllPaid Customer (“you,” “your”) we are notifying you of changes in the fees AllPaid applies to the card transactions we process for you and your payers. We are also taking this opportunity to clarify certain concepts in your AllPaid agreement and remind you of the important role you play in helping your payers make payments and keep their credit, debit, or prepaid debit card (“card”) information safe.

SERVICE FEE MODIFICATIONS

Your AllPaid agreement gives us the right to modify the service fees we apply on your behalf, typically on 30 days’ advance written notice. This document is your notice of service fee modifications to any or all of the services fees applicable to tax payments, utility payments, or administrative and civil payments. Your new service fee schedule included with this notice will become on or about October 4, 2022, based on implementing the service fee changes on our system. We will keep you advised as we finalize the activation date of your new service fee.

THE PAYMENT PROCESS

AllPaid customers are categorized in two ways, as public entities (such as treasurers, agency administrators, law enforcement, courts, and various districts) and as private entities (providers of outsourced services such as electronic monitoring and probation oversight, clinics and treatment centers, and providers of various services at the community level). For private entities, we provide merchant processing so that payers may purchase services from these AllPaid customers electronically. For public entities, we provide services that support payers satisfying their obligations to government by electronic means. For legal and policy reasons, public entities must contract with commercial companies like AllPaid to make electronic payments possible for their payers. Laws enacted across the country enable public entities to pass on to their payers the costs that processing companies such as AllPaid impose for their services. For consistency with these laws, AllPaid agreements historically stated that AllPaid applied a fee to a card or other electronic payment “on behalf of” the AllPaid customer, and the AllPaid customer allowed AllPaid to retain this fee as its sole compensation. On the recommendation of various state regulators, more recent AllPaid agreements include language clarifying this relationship. If your AllPaid agreement uses an older form, please note that AllPaid is acting as your authorized agent for the limited purpose of receiving payments from payers on your behalf.

Further, you expressly authorize AllPaid to act as your agent for the receipt of payer funds. Payment from your payer to AllPaid by use of our payment processing services shall be considered payment to you, extinguishing your payer’s payment obligation to you (in the amount paid by the payer) as if your payer had paid you directly. This is subject to any right you have to reject a payer’s payment. We, and not the individual payer, are solely liable to you for payers’ funds if we fail to remit funds to you from payers using our services. We accept this appointment as your agent subject to any conditions and limitations stated in your AllPaid agreement(s).

Also, the ability of public entity customers to make card and other electronic payment services available to their payers at the payers’ expense only exists because laws were enacted to allow public entities to pass these costs on, rather than paying processing costs themselves. This means that by entering into an AllPaid agreement, you are confirming, among other things, your right to pass on, through AllPaid, the contracted service fee on to your payer.



If you choose to pay all or any part of the service fee in your AllPaid agreement, you may do so. If you elect this option after you commence using AllPaid, you must notify us by the method described in your AllPaid agreement and allow us 90 days to implement your request. We will require authorization to debit a bank account you designate through a form we will provide to collect the service fee portion for which you accept responsibility.

SECURITY REMINDER

AllPaid's payment processing system operates in accordance with Level 1 Payment Card Industry Data Security Standards ("PCI DSS")—the most stringent PCI DSS available. AllPaid maintains payment-related data on our systems and databases so that you don't have to and never retains the full card number. If you are in direct contact with your payers, either in person or by phone, remember that the steps you take to help keep a payer's card information secure also help you avoid accepting PCI DSS responsibility and potential liability for the misuse of your payer's card information. AllPaid does not accept responsibility or liability for PCI DSS for card information obtained through systems or methods that we do not control. Therefore:

- If you are a public entity, your office or agency is subject to state or local laws applicable to the safeguarding of information those who use your services provide, including card information. If you are a private entity, your ability to accept card payments includes acting responsibly to maintain card information you may obtain outside of AllPaid's processing services as secure.
- Processing card payments other than by the authorized methods AllPaid provides can affect your PCI DSS responsibility. This includes writing down card information or accepting card information by email or over the phone that you use to process a payment. In these instances, please put your payer in direct contact with AllPaid's web or telephone services.
- If you have questions about how PCI DSS may affect you outside of AllPaid's authorized services, please contact one of the companies that is authorized by the PCI DSS Council (AllPaid is not a PCI DSS consultant).