

## **PAYMENT PROCESSING AGREEMENT**

(Limited Acceptance)

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is entered into as of the date last signed below (the “Effective Date”) by and between **CSG Forte Payments, Inc.**, a Delaware corporation (“FORTE” or “Party”), and **Hall County, GA** (“AGENCY” or “Party” or “Merchant”). FORTE and its affiliates provide payment processing and related services including but not limited to Automated Clearing House (“ACH”), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents”).

### **1. GENERAL**

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the products and services described in the Agreement and attached Appendices, which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular product or service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by Agency at any given time shall apply.

### **2. USAGE**

2.1 Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use FORTE's products and services contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise notified by FORTE. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE's Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. Neither AGENCY nor any of its affiliates shall reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.2 AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY's accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE, and for User access to FORTE's systems either directly or through software.

### **3. OWNERSHIP**

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know- how, and other proprietary rights in or related to FORTE's products and services (the “Proprietary Property”), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing FORTE products or services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering any services to AGENCY (or any of its affiliates), even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to FORTE all rights, title, and interest which AGENCY or any of its affiliates may have in and to such refinements and improvements. All reference to any of FORTE's service marks,

trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

#### **4. CONFIDENTIALITY**

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in [Appendix A](#)) pertaining to the other's business, including but not limited to proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property as defined herein confidential in perpetuity.

Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to information which can be used to identify an individual consumer (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, payment history, and other unique identifiers) ("Personal Information"). As such, each Party shall: (i) keep all Personal Information in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use Personal Information solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect Personal Information that are at least as rigorous as accepted industry practices; (iv) as applicable, have in place a program that complies with applicable legal requirements regarding Personal Information.

The foregoing paragraph notwithstanding, the Parties acknowledge and agree disclosure obligations hereunder shall be subject to Confidential Information that is disclosed under force of law, governmental regulation, court order, or the Georgia Open Records Act. Additionally, except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, or (iii) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Association.

#### **5. TERM AND TERMINATION**

**5.1 Term.** This Agreement shall have an initial term of one (1) calendar year (the "Initial Term Period"), and thereafter may, by mutual consent in writing by signed Amendments, be extended up to four (4) additional one (1) year term renewals. Either party may terminate the Agreement by written notice of termination to the other Party not less than thirty (30) days prior to expiration of any term. The Initial Term Period, plus all four (4) one (1) year Renewals by Amendment are not terminated, then the entire term of the Agreement will be five (5) calendar years from date of execution.

##### **5.2 Reserved.**

**5.3 Termination.** In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination. Additionally, FORTE may immediately terminate this Agreement without prior notice in the event that (i) there is a material adverse change to AGENCY or its financial condition; or (ii) AGENCY experiences excessive chargebacks; or (iii) AGENCY experiences an actual or suspected data security breach; or (iv) AGENCY violates any applicable Law, Rule or Regulation; or (v) if FORTE is instructed to terminate by Financial Institution, Acquirer or Payment Association.

#### **6. TRANSACTION PROCESSING**

**6.1 Accepting Transactions.** FORTE shall process credit card, debit card and ACH Transactions on the AGENCY's behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding Payment Network. Transactions which are received after the designated cut-off time will be included in the next business day's settlement processing.

**6.1.1 Sale Transactions.** If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

**6.1.2 Auth/Capture Transactions.** If a Transaction is sent to FORTE for authorization only or for

delayed processing, then it will be the responsibility of AGENCY to submit a corresponding “capture” Transaction within 48 hours of the authorization in order to complete the Transaction process for settlement. Transactions which are not captured within 48 hours of Authorization are untimely and may be rejected by FORTE.

**6.2 Transaction Format.** FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 **Card Not Present Transactions.** For card-based transactions in which the card is not present, AGENCY must obtain and include as part of the authorization request the 3 or 4 digit Validation Code and cardholder’s billing address information.

**6.3 AGENCY Account.** In order to provide transaction processing services, FORTE may need to establish one or more service accounts on AGENCY’s behalf or require AGENCY to establish a service account with a third party provider sub-contracting with FORTE.

**6.4 Limited-Acceptance Agency.** If appropriately indicated on AGENCY’s application attached hereto, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card acquirer have no obligation other than those expressly provided under the Payment Association Operating Regulations and applicable law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

**6.5 Bona Fide Sales.** AGENCY shall only complete sales transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales transactions which are produced as a result of sales made by any person or entity other than AGENCY, or for purposes related to financing terrorist activities.

**6.6 Setting Limits on Transaction Amount.** AGENCY may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

**6.7 Modifying Transactions.** AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY’s bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization. At AGENCY’s request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as “in writing” for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests, and delivered to FORTE. AGENCY agrees that FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE’s failure to accomplish the request before the Transaction has been processed through the applicable Payment Network.

**6.8 Delay or Rejection of Transactions.** FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, is missing information, which may cause it to downgrade or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized or for any reason permitted or required under the Rules or Regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

**6.9 Returned Items.** FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or Transaction which is charged back and shall credit or charge such returned

item to AGENCY's Settlement Account.

**6.10 Chargebacks.** AGENCY acknowledges and agrees that it is bound by the Rules and Regulations of the Payment Associations with respect to any Chargeback. AGENCY understands that obtaining an authorization for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back, for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

**6.11 Excessive Chargebacks.** Using limits established by Associations as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Association Rules and Regulations, to provide to the Payment Associations and applicable regulatory bodies, AGENCY's name and contact information as well as transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

**6.12 Resubmitting Transactions.** AGENCY shall not re-submit any Transaction unless it is returned as (i) Insufficient funds (R01); or (ii) Uncollected funds (R09); or unless a new authorization is obtained from Constituent.

**6.13 Settlement.** Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within 72 hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of Agency's sales data for card transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Associations and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE ("FORTE Designated Account"), at Acquirer's sole option, for such card transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY, and that any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believe a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

**6.14 Provisional and Final Payment.** AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Entries may be transmitted through the ACH Network, that payment of an Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Entry, and that if such settlement is not received, then the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Entry. The rights and obligations of AGENCY concerning the Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located, unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern their rights and obligations.

**6.15 Reporting.** FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

## **7. TRANSACTION AUTHORIZATION**

**7.1 Constituent Authorization.** AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

**7.2 Retention.** AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of five (5) years for health- related Transactions from the authorization date or revocation of authorization date and shall provide such proof of authorization to FORTE upon request within five (5) business days of the request.

7.3 **Revoked Authorization.** AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of that Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new authorization from the Constituent.

## **8. AGENCY PROHIBITIONS**

AGENCY must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, ii) add any tax to Transactions, unless applicable law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately), iii) request or use an account number for any purpose other than as payment for its goods or services, iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY, v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY), or AGENCY is participating in a cash back service, vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval, vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY, or ix) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that, under no circumstance, will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Association including but not limited to the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

## **9. AUTHORIZATION**

9.1 **ACH Authorization.** AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement.

9.2 **Third Party Service Provider.** If AGENCY uses the Services through or in conjunction with a third party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide **CivicPlus** ("Partner") with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes Partner to originate Transactions and receive the corresponding results on its behalf.

## **10. CONSTITUENT DISPUTES**

All disputes between AGENCY and its Constituent (s) relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees that FORTE bears no responsibility or involvement in any such dispute.

## **11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS**

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, Regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Associations, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or Regulation. Additionally, should a Payment Association or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

## **12. PRICING AND PAYMENT**

12.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1 and incorporated herein by reference or any amendments thereto. Pricing which utilizes an Absorbed Fee Model will be billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH Debit. Pricing which utilizes a Service Fee Model will result in a processing fee being charged to the Constituent in the form of a non-refundable service fee which is either (i) added to; or (ii) charged as a separate transaction to the Constituent at the time of payment.

12.2 Pricing which utilizes a flat service fee model are calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance to the experiential transaction activity.

12.3 FORTE's pricing is subject to the underlying fees established by the Payment Associations and its service providers. As such, in the event FORTE experiences an increase in cost for any processing services utilized by AGENCY during any term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

## **13. LIMITS OF LIABILITY**

13.1 Neither Party shall be liable to the other Party or to any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to this Agreement. The amount of damages recoverable by either Party from the other will not exceed that Party's actual, direct damages and will be limited to the amount of the average monthly fees and charges paid by AGENCY for the Service for the immediate three (3) month period prior to the event giving rise to the applicable claim. Neither Party will be liable for failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any Law, Rule or requirement of any governmental authority. The provisions of this section will survive the termination of this Agreement.

13.2 FORTE shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, other processors, communications carriers or clearing houses through which Transactions may be originated or through which FORTE may receive or transmit information, and no such entity shall be deemed an agent of FORTE.

## **14. REPRESENTATIONS AND WARRANTIES.**

14.1 **FORTE's Representations and Warranties.** FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein.

14.1.1 FORTE hereby warrants that its software solutions and services will perform in accordance with their published specifications in all material respects.

14.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

14.2 **AGENCY's Representations and Warranties.** AGENCY represents and warrants to FORTE that:

14.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY that (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver and; (iii) AGENCY shall provide proof of authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

14.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

14.3 **Mutual Representations and Warranties.** Each Party represents and warrants to the other that:

14.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

14.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any

judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

14.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

## **15. FORTE SERVICE POLICY.**

FORTE makes no representations or warranties concerning its services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in service as quickly as possible.

## **16. FORCE MAJEURE**

Neither Party shall be liable for, or be considered in breach of or default under the Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party shall give prompt written notice to the other Party and shall use all commercially reasonable efforts to minimize the impact of the event.

## **17. ASSIGNMENT**

The rights granted under this Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

## **18. CHOICE OF LAW**

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

## **19. AMENDMENT**

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing, signed by the parties hereto and specifically referring to this Agreement.

## **20. PUBLICITY**

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

## **21. NOTICE**

Any notice required to be given by either Party hereunder, shall be in writing and delivered personally to the other designated Party, or sent by any commercially reasonable means of receipted delivery, addressed, to that Party at the address most recently provided in writing. Either Party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

### **Notices to FORTE:**

CSG Forte Payments, Inc.  
500 W. Bethany Drive  
Suite #200  
Allen, TX 75013  
Attn: VP/Associate General Counsel

### **Notices to AGENCY:**

Hall County  
Jock Connell

County Administrator  
2875 Browns Bridge Road  
Gainesville, GA 30504  
PO Box 1435  
Gainesville, GA 30503

with a copy to:

Van Stephens, County Attorney  
2875 Browns Bridge Road  
Gainesville, GA 30504  
PO Box 1435  
Gainesville, GA 30503

## **22. HEADINGS**

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

## **23. SEVERABILITY**

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties.

## **24. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS**

This Agreement constitute the entire understanding of the Parties, and revoke and supersede all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party's waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of same or other provision. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement as of the date set forth below.

### **ATTESTMENT:**

#### **Hall County, Georgia**

By: \_\_\_\_\_ (SEAL)  
Jennifer Rivera, County Clerk

By: \_\_\_\_\_  
Richard Higgins, Chairman  
Board of Commissioners

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Notary Comm. Exp.

### **APPROVED AS TO FORM:**

\_\_\_\_\_  
Van Stephens, County Attorney  
Or designee

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**SERVICE PROVIDER'S SIGNATURE SECTION**

**CSG FORTE PAYMENTS, INC.:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Sworn to and subscribed before me this

\_\_\_\_\_ dayDay of \_\_\_\_\_, 2022

Notary Public

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

SEAL OR STAMP PLACEMENT

## APPENDIX A

### DEFINITIONS

**ACH Network** – Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

**Acquirer** – A sponsoring financial institution or payment processor that enters into an agreement which enables merchants/government agencies or their Agent(s) to submit Transactions to a payment network.

**Affiliate** – A business entity effectively controlling or controlled by another or associated with others under common ownership or control.

**Agent** Any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Merchant/Agency with the actual, implied or apparent authority of Merchant/Agency.

**Business Banking Day** – Monday through Friday excluding banking holidays.

**Chargeback** – A Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically a Merchant/Agency) and the account owner.

**Confidential Information** - Confidential Information may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial

information directly or indirectly related to the disclosing Party's company(s) or investments or its internal administrative, billing and accounting systems, customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party's products and services that is not generally available to the public.

**Credit Entry (or "Entry")** – An ACH/EFT Transaction that is intended to deposit funds into a Receiver's (defined below) account which has been withdrawn from Merchant's/Agency's Settlement Account (defined below).

**Debit Entry (or "Entry")** – An ACH/EFT Transaction that is intended to withdraw funds from a Receiver's account for deposit into Merchant's/Agency's Settlement Account (defined below).

**Laws** – All international, national, regional and local regulations or laws which are applicable to the services provided herein.

**NACHA** – National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

**ODFI** – Originating Depository Financial Institution is the financial institution that receives ACH Transactions from Merchant/Agency through FORTE and then forwards these Transactions (defined below) to the ACH Network.

**Originator** – A Merchant/Agency who has contracted with FORTE to initiate ACH entries, on their behalf, to the ACH Network.

**Payment Association** – Any entity governing a payment network, including but not limited to VISA, M/C, Discover, NACHA, CPA.

**PCI-DSS** – System security measures established by the various credit card companies,

known as the Payment Card Industry Data Security Standards.

**RDFI** – Receiving Depository Financial Institution is the financial institution that receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

**Receiver** – An entity or individual consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

**Reserve** – A specific amount of money that is held in your Merchant/Agency account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other Merchant/Agency obligations to FORTE that FORTE is unable to collect from Merchant/Agency.

**Returned Entries** – Any Transaction that is not able to be completed successfully and is returned/rejected back to the Originator.

**Rules** – The operational rules, policies and procedures established by each applicable Payment Association to govern all transactions

and parties that participate in the associated payment network.

**Settlement Account** – An account established and maintained by Merchant/Agency with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the parties.

**Settlement Entry** – A Debit or Credit Entry to Merchant's/Agency's Settlement Account which corresponds to the net amount owed Merchant/Agency by FORTE at the end of each Business Banking Day.

**Transactions** – Any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

**Users** - All individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of Merchant/Agency directly or through software that accesses the FORTE systems through Merchant's/Agency's systems, by using Merchant's/Agency's access credentials or any other access reasonably presumed to be on behalf of Merchant/Agency.

## APPENDIX B

### ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

**1. Representation by Agency.** Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by Agency that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules or Laws; and (ii) shall be used solely for the intended use as stated by Agency on the application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act (“FCRA”) as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) Agency will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) Agency acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

**2. Use of Services.**

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 Agency understands and agrees that it cannot decline services to a consumer or customer after receiving an approval result from FORTE on a verification inquiry unless Agency is declining based on other grounds and/or information. Further, if Agency does decline services to a FORTE approved consumer or customer based on alternate information, Agency shall not provide FORTE’s contact information as recourse for the consumer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 Agency shall provide to FORTE, as part of a verification inquiry, the accurate amount for each transaction Agency wants to verify.

**3. Retention of Data.** Agency acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable law or to perform its obligations under this Agreement.

## **APPENDIX C** **ACCOUNT UPDATER SERVICES**

- 1. Description of Services.** Participating Visa/MasterCard Issuers submit their account changes to the Account Updater Database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized transactions against the Account Updater Database. FORTE will then update the tokenized card information on file with updated account information.
  
- 2. Agency Requirements for Account Updater Participation.**
  - a. AGENCY must be properly established and registered in the United States.
  - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard or Discover programs.
  - c. AGENCY must be in compliance with all Card Association Operating Regulations.
  - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing customer relationship and customer's authority to submit such payments.
  - e. AGENCY may not request authorization on accounts that have returned "Contact Cardholder" or "Closed."
  - f. AGENCY must not submit inquiries on behalf of any other entity.
  - g. AGENCY assumes all risk associated with the use of the Account Updater Service.  
FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

## SCHEDULE 1

### PRICING FEE SCHEDULE (Hall County, Georgia)

#### 1. Service (Convenience) Fee Pricing Option:

- a) **MasterCard, Visa, Discover and American Express cards**  
2.85% of the payment amount with a minimum fee of \$2.00 based upon volume
- b) **Visa Debit Tax Program only**  
\$3.95 Per Transaction

- c) **Electronic check – online WEB payments (includes Forte Verification for known accounts)**

| eCheck Transaction Tiers     | Fees                   | Frequency       |
|------------------------------|------------------------|-----------------|
| \$0.00 to \$50,000.00        | \$2.00 w/Verification  | Per Transaction |
| \$50,000.01 to \$75,000.00   | \$3.00 w/Verification  | Per Transaction |
| \$75,000.01 to \$100,000.00  | \$6.00 w/Verification  | Per Transaction |
| \$100,000.01 to \$150,000.00 | \$10.00 w/Verification | Per Transaction |
| \$150,000.01 + \$250,000.00  | \$15.00 w/Verification | Per Transaction |

#### 2. Absorbed Pricing Option:

##### Emerging Market and Public-Sector Rate Structure

| Processing Costs:   | Fees                                | Frequency               |
|---|-------------------------------------|-------------------------|
| <b>Option 1. Visa, MasterCard, Discover</b>                         | *Pass Thru pricing + \$0.20+.40bpts | Per Transaction         |
| <b>Option 2. Visa, MasterCard, Discover</b>                         | 2.85%                               | Per Transaction         |
| <b>Account Updater (Optional)</b>                                   | \$0.35                              | Per Transaction         |
| <b>Account Updated (Optional)</b>                                   | \$25.00                             | Per Month               |
| <b>Forte Protect (End-2-End Encryption)</b>                         | \$0.10                              | Per Transaction         |
| <b>Forte Protect (Key Injection Fee)</b>                            | \$2.25                              | One Time Per Device     |
| <b>Chargeback Fee</b>   | \$25.00                             | Per Chargeback          |
| <b>Batch Fee</b>  | \$0.00                              | No Charge - Waived      |
| <b>ACH Fee-debits/credits</b>                                       | \$0.50 with Forte Verify            | Per Transaction         |
| <b>ACH Return Fee</b>   | \$2.00                              | Per Return              |
| <b>Monthly Billing (single bill for multiple merchant accounts)</b> | \$50.00                             | Per Month per Merchant  |
| <b>Monthly Fee</b>  | \$5.00                              | Each Month per merchant |

|  |  |         |
|--|--|---------|
|  |  | account |
|--|--|---------|

\* Pass Thru pricing includes the direct interchange dues, assessments and all other fees that are charged directly from the associations. Interchange “pass through pricing” allows the actual cost of the credit card processing (\*interchange fees & assessments) to be passed directly through to AGENCY.

Forte's fees include: Total volume processed multiplied by bpts  
Total # of transactions processed by per item fee

### 3. Gateway Only Pricing Option:

| Fee Description            | Fee     | Frequency       |
|----------------------------|---------|-----------------|
| <b>Forte Gateway Fee</b>   | \$0.15  | Per Transaction |
| <b>Monthly Gateway Fee</b> | \$19.95 | Per Merchant ID |

### 4. Equipment and Service Pricing:

| Standard Product  | Description   | Fees and Cost of Equipment                               |
|---|---|--|
| <b>VeriFone V400c Terminal (Standalone)</b>                               |   | \$399.00 per terminal plus shipping                      |
| <b>VeriFone V400c Terminal (Hybrid with cables)</b>                       |  | \$450.00 per terminal plus shipping                      |
| <b>MagTek eDynamo</b>   |  | \$155.00 per device plus shipping                        |
| <b>MagTek eDynamo and Countertop Docking Station Bundle (recommended)</b> |  | \$190.00 per device (with docking station) plus shipping |