

GENERAL TERMS OF SERVICE

Understanding and agreeing to these Terms of Service is necessary for You to use GovPayNet to make a payment. Please read them carefully. When You attempt a payment through GovPayNet, this means that You agree to these Terms in their entirety and that they are a valid and enforceable agreement between You and GovPayNet.

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1. Definitions.

"Account" means the source of funds that relate to Your Transaction, whether an advance of credit, a deduction from funds on deposit, or a reduction of pre-paid funds accessed through a Payment Device.

"Agency" means a government department, division, entity, office, or other official body or organization.

"Card" means a credit, debit, or pre-paid debit card issued by Visa®, MasterCard®, American Express®, or Discover®, as indicated by that association's logo on the card.

"Claim" means a formal challenge You file with Your Payment Device Issuer regarding a payment made through GovPayNet which You believe is an Unauthorized Transaction.

"eCheck" means an electronic payment that replaces the use of a physical check, resulting in a deposit of funds drawn from a checking, savings, NOW, or other similar account to the account of a party identified by the account owner as the funds recipient.

"GovPayNet," "Our," "Us," or "We" means AllPaid, Inc., a Delaware corporation headquartered at 7820 Innovation Boulevard, Suite 250, Indianapolis, Indiana 46278 doing business under the name "GovPayNet."

"GovPayNet Payment Network" means Recipients assembled by and contracted with GovPayNet for the purpose of accepting payments made by a Payment Device through the Service.

"Holidays" means New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day (Fourth of July), Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day - all days on which U.S. banks are closed.

"Issuer" means a bank, thrift, credit union, or other financial institution or organization that provided or sold to You Your Payment Device. The Issuer's name will typically appear on the back of Your Payment Device with contact information such as a phone number or web site.

"Payment Device" means a Card, an eCheck, or other digital or electronic payment method GovPayNet supports now or in the future for system users to execute payments to a Recipient.

"Payment Device Issuer" means the Issuer that provided Your Payment Device.

"Recipient" or **"Recipients"** means an Agency, corporation, authority, cooperative, corporation, limited liability company, or other organizational entity that GovPayNet retains as a customer for its payment processing services.

"Service" means the methods GovPayNet uses to obtain an authorization to process a charge to or debit the funds in Your Account for the purpose of funding Your payment to a Recipient. **GOVPAYNET DOES NOT PROVIDE LEGAL ADVICE AND THE SERVICE IS NOT A SUBSTITUTE FOR CONSULTING AN ATTORNEY.**

"Service Fees" means those amounts You will be charged for making a payment through GovPayNet as disclosed to You through Our payment web site when You attempt to make Your payment.

"Terms" means these Terms of Service.

"Transaction" means a payment made or attempted with Your Payment Device through the Service to a Recipient.

"Unauthorized Transaction" means a Transaction using Your Payment Device through GovPayNet which You believe was in error, was fraudulent, or was otherwise made without Your permission.

"You," "Your," or "Yourself" means the individual who is attempting to complete a Transaction using a Payment Device through the GovPayNet Payment Network.

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2. You represent that You have the legal ability to accept these Terms.

By initiating a Transaction, You represent and warrant that You are either an adult at least 18 years of age, an emancipated minor, or legally acting within Your authority as an agent, contractor, employee, owner, member, officer, or director of an entity or organization. As such, We are relying on the fact that You are legally competent and able to contract and understand and agree, and do agree that these Terms constitute a binding obligation upon You or the entity or organization You represent.

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2.1 You represent that You have the legal ability to accept these Additional Terms for Cash Bail Payments.

Your acceptance of these Terms when submitting a bail transaction constitutes an electronic signature for purposes of the governing law of criminal procedure in the jurisdiction where the incarcerated person for whom this bail transaction is being processed, and

- i. that You are personally responsible for the funds for the cash bail payment,
- ii. that the transaction amount includes a nonrefundable fee We will keep and retain as compensation for processing this payment and
- iii. if insufficient funds are available for the cash bail payment, and the Our fee, We cannot complete the transaction.

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3. The Service is limited to enabling You to make a payment.

We offer a process that You have chosen to use to make a payment to a Recipient, We provide additional support such as toll-free telephone and email access to customer service representatives to assist with questions. For transactions relating to depositing funds for the benefit of inmates in a corrections facility or an alternative facility, GovPayNet may impose limits on

payment amounts and frequency in addition to any imposed by the facility itself. **ONCE YOU AUTHORIZE A DEPOSIT TO AN INMATE'S ACCOUNT, IT CANNOT BE REFUNDED.**

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4. You should contact GovPayNet if You have questions about Your payment.

We will attempt to answer Your questions about Your payment, such as the amount, date, Recipient to which it was directed, and payment type based on system records available to us. Our toll-free telephone number and email address for payment inquiries are on Our web site. GovPayNet will not, however, answer questions about the underlying obligation such as how Your taxes, fees, fines, or other obligations were calculated, how a Recipient may apply Your payment or, if You are making a bail payment, how bail is determined or applied in any defendant's case. **DOES NOT PROVIDE LEGAL ADVICE AND IS NOT A SUBSTITUTE FOR CONSULTING AN ATTORNEY.**

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5. We respect Your privacy.

Protecting Your privacy is of great importance to us. Our [Privacy Policy](#) is available for Your review. If You have any concerns, please review this policy before attempting Your Transaction.

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6. GovPayNet may use various methods to confirm Your identity.

Financial fraud is an unfortunate but real concern, and GovPayNet reserves the right to take steps to prevent fraud, principally by confirming the identity of individuals using the Service or Payment Device or imposing limits on Transactions that appear to increase the risk or to be the result of fraud. If we have reason to believe You are not authorized to use the Payment Device You present, we reserve the right to not process Your transaction even if it was approved by the Payment Device Issuer. This is part of Our effort to ensure that individuals using the Service are authorized to use the Payment Device they have presented to Us for acceptance.

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7. We will process Your payment to the Recipient only if Your Payment Device Issuer authorizes Us to do so.

GovPayNet accepts and processes cards bearing the Visa[®], MasterCard[®], American Express[®], and Discover[®], brands only. We will not attempt to obtain authorization for a Transaction involving any other type of Card.

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8. Our web site describes in detail the Service Fees for making each payment.

You have the opportunity to cancel any Transaction before making payment and becoming responsible for Service Fees, which will be charged to Your Account. Service Fees are non-refundable.

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9. The Recipient will determine how to apply Your payment, not GovPayNet.

GovPayNet is obligated by Our contract with the Recipient to transmit funds as the Recipient has directed for all Transactions involving that Recipient. Once funds have passed to the Recipient from GovPayNet, the Recipient is solely responsible for how those funds are applied or any refunds. If You disagree with how Your payment was applied by the Recipient, please contact the Recipient not GovPayNet. If You are making a bail payment for Yourself or another person, the cash You post is guaranteeing that the defendant will appear on the scheduled court date. State law determines how bail payments are applied to a defendant's various obligations, and how the funds are distributed or forfeited depending on

whether the defendant appears in court. **FOR FURTHER INFORMATION ON STATE BAIL POLICIES CONTACT THE AGENCY TO WHICH YOU ARE MAKING THE BAIL PAYMENT OR AN ATTORNEY.**

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10. If You believe a payment made through GovPayNet using Your Payment Device is an Unauthorized Transaction, You should contact Your Payment Device Issuer.

If You believe a payment is an Unauthorized Transaction, You should contact Your Payment Device Issuer first, not GovPayNet, through the contact method and information that appears on Your Payment Device, such as a toll-free telephone number, web site or email address and discuss with the Issuer any possible Claim You may have. If You file a Claim with Your Payment Device Issuer about a suspected Unauthorized Transaction, the Claim will then be referred to GovPayNet. GovPayNet reviews Claims during Our business hours, which are from 8:00 AM to 5:00 PM, Eastern Time Zone Monday through Friday, Holidays excluded. GovPayNet will not accept liability for Claims more than 120 days (or such longer period as the law or industry rules may require) after the Transaction to which the Claim relates. Some Issuers may have specific rules or requirements about Your Transaction depending on the type of payment You make, such as applying a cash advance fee or different interest rate to a bail payment. Also, some Payment Devices provided to employees for purchases and expenses may prohibit certain types of payments such as bail, fines, and court costs. Issuer and employer policies are out of GovPayNet's control. Please refer to documents made available to You with Your Payment Device or the Issuer's web site for more information.

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11. GOVPAYNET'S LIABILITY TO YOU IS LIMITED.

OUR SOLE OBLIGATION IS TO MAKE PAYMENTS TO RECIPIENTS YOU HAVE IDENTIFIED TO US THROUGH YOUR USE OF THE SERVICE IN THE AMOUNTS THAT GOVPAYNET HAS BEEN INFORMED BY YOUR PAYMENT DEVICE ISSUER HAVE BEEN AUTHORIZED. THE GOVPAYNET PAYMENT NETWORK, TOGETHER WITH ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. MAKES NO WARRANTIES THAT ALL OR ANY PART OF THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. GOVPAYNET SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES YOU BELIEVE YOU HAVE SUFFERED OR INCURRED AS A RESULT OF GOVPAYNET PROVIDING THE SERVICE UNDER THIS AGREEMENT. SERVICE FEES ARE NON-REFUNDABLE.

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12. GovPayNet needs accurate information to process Your payment.

You are responsible for giving Us accurate information so We can process Your payment. Our website provides various ways to help You confirm the information You need to provide to Us about Your payment and the Recipient. Recipient staff may also assist You.

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13. The timing of the actual transfer of Your funds to the Recipient may vary.

It is up to the Recipient to specify in its contract with Us the manner in which funds are deposited through the Service. Typically, deposits take place in a two-banking day electronic settlement cycle although some Recipients may choose to receive funds by mailed check. Deposits made or checks sent on our behalf to a Recipient are typically "in bulk" and cover all Transactions made during a previously concluded daily payment processing cycle. Weekends and Holidays also affect the timing of deposits to a Recipient.

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14. We expect Your payment to comply with the law.

Our business is designed to help You make payments to a Recipient. We expect Your use of the GovPayNet Payment Network will be lawful. We have the right to bar You from using the Service if You violate these Terms or any law, regulation or rule in making Your payment, provide false information in connection with Your payment, or refuse to cooperate in any investigation into any Claim. **FRAUDULENT USE OF A PAYMENT DEVICE IS A CRIMINAL OFFENSE PUNISHABLE BY LAW.**

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15. Mandatory Arbitration Jurisdiction, and Venue

You understand and agree that any controversy and/or claim that is based on, relates to, or arises out of Your use of the Service regardless of the date such claim arose shall be adjudicated by mandatory arbitration administered on an individual basis by the JAMS Mediation and Arbitration Service ("JAMS") under its arbitration rules. You and GovPayNet waive any applicable right to trial by jury or court or to participate in a class action, class arbitration, or any other representative, consolidated, or collective proceeding. You agree that the location of the arbitration shall be Dallas, Texas, United States of America (appearances may be by telephone if necessary or required). You agree that any challenge, if so legally allowed, relating to any award issued by JAMS, shall be venued exclusively in the United States District Court for the Northern District of Texas, located in Dallas, Texas. Further, You agree that the scope, validity, effect, and enforceability of the foregoing waiver of class action lawsuit, class-wide arbitration, or representative, consolidated, or collective proceeding shall be determined solely and exclusively by such courts and that You submit to the personal jurisdiction of the court(s).

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16. Other Terms apply generally to the Service.

16.1 Assignment.

These Terms and any rights granted and obligations You accept hereunder are personal to You and You may not transfer or assign them to anyone else.

16.2 Complete Agreement.

These Terms, along with Our Privacy Policy form the entire understanding between You and GovPayNet regarding Your use of the Service. GovPayNet may amend these Terms at any time and without notice by posting an updated version on Our web site. If a court holds any of these Terms to be invalid or unenforceable any Term or part of a Term that was not held to be invalid or unenforceable will still apply and will be enforced.

16.3 Applicable Law and Jurisdiction. You agree that:

- Your submitting a payment transaction constitutes an electronic signature. The parties agree that the electronic signature to a payment transaction is the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- GovPayNet must comply with laws, ordinances, regulations, and industry rules that apply to the Service, including but not limited to laws affecting unclaimed funds.
- Your Payment Device Issuer may have terms or conditions that apply to Your use of a Payment Device, including but not limited to those concerning interest and various service and cash advance charges.
- GovPayNet has other conditions that will apply should You choose to use the Service to store Your Payment Device information on our system or use it for any Service that requires access to such stored information.
- The GovPayNet website is a passive website requiring You to input accurate information and take other actions to complete a Transaction.
- Using GovPayNet does not result in personal jurisdiction for any purposes over GovPayNet outside of the State of Texas.
- The laws of the State of Texas, excluding the laws of conflict or choice of law, apply exclusively to the interpretation of these Terms.
- Any legal action You may take against GovPayNet may only be filed within a state or federal court of competent jurisdiction in the County of Dallas, State of Texas.
- You and GovPayNet acknowledge and agree that the services We provide involve interstate commerce.

General Terms of Service

Effective April 30, 2020

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