



## ***SUBMITTER MERCHANT PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES***

Paymentech, LLC ("Paymentech" or "we," us" or "our" and the like), for itself and on behalf of JPMorgan Chase Bank, N.A., a national banking association ("Member"), is very excited about the opportunity to join **Link2Gov, Corp.** in providing you with state-of-the-art payment processing services. When your customers pay you through Link2Gov, Corp., you may be the recipient of a credit card or debit card ("Card") funded payment. The organizations that operate these credit card and debit card systems (such as Visa U.S.A., Inc. and MasterCard International Incorporated (collectively, the "Associations")) require that you (i) enter into a direct contractual relationship with an entity that is a member of the Associations and (ii) agree to comply with Association rules as they pertain to applicable credit and debit card payments you receive through Link2Gov, Corp..

By executing this document, you are fulfilling the Association rule of entering into a direct contractual relationship with a member, and you are agreeing to comply with Association rules as they pertain to payments you receive through the Link2Gov, Corp. service. We understand and acknowledge that you have contracted with Link2Gov, Corp. to obtain credit card and debit card processing services on your behalf and that Link2Gov, Corp. may have agreed to be responsible to you for your obligations to us set forth in this agreement.

The following information is designed to inform and assist you as we begin our relationship.

### **Your Acceptance of Cards**

- You agree to comply with all Association rules, as may be applicable to you and in effect from time. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Associations.
- In offering payment options to your customers, you may elect any one of the following options: (1) Accept all types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards; (2) Accept only Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or (3) Accept only Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards). The acceptance options above apply only to domestic transactions.
- If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).
- For recurring transactions, you must obtain a written request or similar authentication from your customer for the goods and/or services to be charged to the customer's account, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

### **Settlement**

- Upon our receipt of your Sales Data for Card transactions, we will process your Sales Data to facilitate the funds transfer between the various Associations and you for Card sales. After we receive credit for such Sales Data, we will provide provisional credit to you as you designate in the Funding Schedule.
- You must not submit transactions for payment until the goods are delivered, shipped, or the services are performed. If the Cardholder disputes being charged for merchandise or services before receiving them, the result may be a chargeback to you.

### **Chargebacks**

- You may receive a chargeback for a number of reasons. The following are some of the most common reasons for chargebacks: (1) You do not issue a refund to a customer upon the return or non-delivery of goods or services; (2) An authorization/approval code was required and not obtained; (3) The transaction was fraudulent; (4) The customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or (5) The customer refuses to make payment for a Card sale because in the customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner.

### **Data Security and Privacy**

- You represent to us that you do not have access to Card information (such as the cardholder's account number, expiration date, and CVV2) and you will not request access to such Card information from Link2Gov, Corp.. In the event that you receive such Card information in connection with the processing services provided under this agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Association rules or applicable law. If at any time you believe that Card information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance with all security standards and guidelines that are

applicable to you and published from time to time by Visa, MasterCard or any other Association, including, without limitation, the Visa U.S.A. Cardholder Information Security Program ("CISP"), the MasterCard Site Data Protection ("SDP"), and (where applicable), the VISA Payment Application Best Practices ("PABP") (collectively, the "Security Guidelines"). If any Association requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card information other than for the sole purpose of completing the transaction authorized by the customer for which the information was provided to you, or as specifically allowed by Association Rules, or required by law.

**Convenience Fee Transactions**

- A CONVENIENCE FEE TRANSACTION is a transaction representing a charge to a customer’s Card for the convenience of using the payment channel offered by you and Link2Gov.
- You and Link2Gov hereby agree that (i) all CONVENIENCE FEE TRANSACTIONS will be submitted by Link2Gov to Paymentech under that certain Submitter Agreement entered into by and between Link2Gov and Paymentech; (ii) all Card transactions will be submitted by Link2Gov on your behalf to Paymentech under the terms of these Payment Processing Instructions and Guidelines, (iii) all Paymentech processing fees, interchange and assessment fees, or other fees that may arise from or relate to the CONVENIENCE FEE TRANSACTION shall be paid by Link2Gov, (iv) all Paymentech processing fees, interchange and assessment fees, or other fees that may apply associated with Card transactions shall be paid by Link2Gov, (v) all Chargebacks (but not chargeback fees), returns and similar charges arising from or relating to Card transactions shall be paid by you, (vi) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges arising from or relating to CONVENIENCE FEE TRANSACTIONS shall be paid by Link2Gov, (vii) all funds transfer fees, Chargeback fees and similar charges related to Card transactions shall be paid by Link2Gov (viii) all settlement funds for CONVENIENCE FEE TRANSACTIONS will be paid directly to a bank account designated by Link2Gov, and (ix) all settlement funds for Card transactions will be paid directly to a bank account designated by you in the Funding Schedule attached hereto.

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

Lexington Fayette Urban County Government  
Name of Entity

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

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

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

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

Agreed and Accepted by:

Link2Gov, Corp.

Agreed and Accepted by:

**PAYMENTECH, LLC. for itself and on behalf of  
JPMORGAN CHASE BANK, N.A.**

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

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

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

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

Address: \_\_\_\_\_

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

Print Name: Kyle J. Salvati \_\_\_\_\_

Title: Group Manager and Senior Director \_\_\_\_\_

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

Address: 4 Northeastern Boulevard, Salem, NH 03079



**FUNDING SCHEDULE**

In order to receive funds from Paymenttech, you must designate a bank account at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. You authorize Paymenttech to initiate electronic credit and debit entries and adjustments to this bank account in accordance with this funding schedule. We will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Associations or the bank.

The proceeds payable to such bank account shall be equal to the amounts received by us in respect of your Card transactions less all chargebacks, customer refunds and other applicable charges. Such amounts will be paid into the account promptly following our receipt of the funds. If the proceeds payable to the account do not represent sufficient credits, or the bank account does not have a sufficient balance to pay amounts due from you under this funding schedule, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the bank account for the amount of the negative balance; (iii) withhold settlement payments to the account until all amounts are paid, (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

Unless otherwise agreed to or until we receive written instructions from you to the contrary, all amounts payable by Paymenttech to you will be deposited in the bank account designated and authorized by you as set forth below:

Name of Bank: \_\_\_\_\_

ABA No. \_\_\_\_\_

Account No. \_\_\_\_\_

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

Reference: \_\_\_\_\_