

Bill Payment Addendum to the Terms of Service

This Bill Payment Addendum to the Terms of Service is entered into as of the Effective Date by and among the State of Wisconsin, Elavon, Inc. f/k/a NOVA Information Systems, Inc. and Member. Merchant, Elavon and Member may be referred to collectively herein as the "Parties."

WHEREAS, Merchant, Elavon and Member are parties to that certain Terms of Service ("TOS"); and

WHEREAS, pursuant to the TOS, the terms and conditions for the acceptance of any additional Payment Devices shall be set forth in one or more addenda, which shall incorporate the TOS by reference; and

WHEREAS, Merchant has requested that Elavon and Member provide to Merchant Bill Payment Transaction processing services;

WHEREAS, the Parties maintain that it is their interest to enter this Addendum regarding Merchant's utilization of those services.

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual promises of the Parties hereinafter set forth, and intending to be legally bound hereby, the Parties hereto covenant and agree as follows:

Section A – Definitions

1) Additional Definitions.

- a. **Addendum:** This Bill Payment Addendum and all additions to, amendments, and modifications of, and all replacements to the Addendum, as applicable.
- b. **Bill Payment.** PIN-less Debit Card payment Transactions resulting in funds transfer from Cardholders to Merchants in connection with payments for recurring services (excluding casual or occasional purchases) for which a corresponding invoice is periodically presented to the Cardholder by the Merchant, and which Transaction is initiated via a telephone (Voice Recognition Unit, Interactive Voice Recognition) or Internet device.
- c. **Effective Date:** The date set forth in the signature block herein.
- d. **EFT Networks:** (i) STAR Network Inc., NYCE, Accel, and Pulse; and (ii) any other organization or association that hereafter authorizes the Elavon and/or Member to authorize, capture, and/or settle Transactions effected with Debit Cards, and any successor organization or association to any of the foregoing.
- e. **Elavon Debit System:** Elavon's electronic Debit Card Transaction processing system for provision of Debit Card authorization, data capture, and settlement services.
- f. **Internet Payment Screen.** The screen displayed to a Cardholder during an Internet Bill Payment Transaction payment process which allows the Cardholder to select the payment method and to confirm understanding and agreement with payment terms, shipping and return policy.

- 2) **Rules of Construction.** Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the TOS. Singular terms shall include the plural, and vice versa, unless the context otherwise requires. The words "hereof," "herein," and "hereunder," and words of similar import when used in the TOS or this Addendum shall refer

to the TOS or this Addendum as applicable and not to any particular provision of the TOS or Addendum. The word "day" shall mean "calendar day", unless specifically stated otherwise. This Addendum incorporates the TOS by reference as if it were fully set forth herein. In the event of a conflict between the terms of this Addendum and the TOS, the terms of this Addendum shall prevail.

Section B – Acceptance of Bill Payment Debit Cards

- 3) **Debit Card Rules.** Merchant shall comply with and be bound by the Debit Card Rules, which are incorporated by this reference as if fully set forth herein.
- 4) **Bill Payment Transaction Fees.** Fees for Bill Payment Transactions are set forth in the response to Section 12.2 of the RFP or Appendix 3, as discussed in Section F of the Enterprise Banking Services Contract.
- 5) **Display Of Debit Card Marks.** Unless otherwise informed by Elavon, Merchant shall prominently display the most current versions of the EFT Network's names, symbols, and/or service marks, as appropriate, on the Internet Payment Screen or utilize them in its telephone script messages, and may display such marks on promotional materials to inform the public that such Debit Cards will be honored at Merchant's place(s) of business. Merchant's use of such marks must comply with the requirements of each mark's owner. Merchant's right to use or display such marks shall continue only long as the Agreement remains in effect and such right shall automatically terminate upon termination of the Agreement.
- 6) **Authentication.** Prior to entering into a Bill Payment Transaction, Merchant must authenticate the Cardholder using information that is not commonly known, but is only known by the Cardholder and Merchant, such as the Cardholder's account number with Merchant or information present on the Cardholder's hard copy bill from Merchant. Merchant must submit its authentication procedures to Elavon for approval by the appropriate EFT Networks, and Merchant warrants that it will follow such authentication procedures for each Bill Payment Transaction. The use of an authentication procedure, or the approval of such procedure by an EFT Network, is not a guarantee of payment, and Merchant remains liable for any Chargebacks resulting from any Bill Payment Transactions.
- 7) **No Minimum Or Maximum.** Merchant shall not establish minimum or maximum Bill Payment Transaction amounts. Merchant must accept Bill Payment Transactions on terms no less favorable than the terms under which Merchant accepts other Payment Devices.
- 8) **Convenience Fees.** Merchant may not add any amount to the posted price of goods or services Merchant offers as a condition of paying with a Debit Card unless permitted by all of the applicable Debit Card Rules.
- 9) **Purchases Only.** Merchant shall support Bill Payment Transactions involving purchases only. Merchant may not initiate a Debit Card Transaction or a Credit Card Transaction for returns or refunds, and must utilize other payment avenues (such as cash, check, or invoice adjustment) to return funds to a Cardholder.
- 10) **Prohibited Transactions.** Merchant shall initiate Transactions only for services approved by Elavon. In no event shall Merchant initiate, allow, or facilitate a gambling or gaming transaction, or fund a stored value account for such purposes.
- 11) **Internet Transaction Receipt Requirements.** At the time of any Internet Bill Payment Transaction, Merchant shall make available to each Cardholder a Transaction Receipt (printable from a screen or via e-mail) that complies fully with all Laws and containing, at a minimum, the following information:
 - a. Amount of the Bill Payment Transaction, or if a convenience fee applies, the amount debited from the Cardholder's account (exclusive of the convenience fee, shipping, handling and other fees), and the amount debited from the Cardholder's account

- (inclusive of the fees);
 - b. Date and local time of the Bill Payment Transaction;
 - c. Type of Transaction;
 - d. Type of account accessed;
 - e. Truncated Debit Card number (showing the final four (4) digits);
 - f. Trace or retrieval number;
 - g. Merchant name;
 - h. Merchant ID;
 - i. Merchant's web site home page URL;
 - j. Promised shipment time period (for Internet Transactions which involve shipment of goods);
 - k. Cardholder's name;
 - l. Authorization code;
 - m. Description of the bill payment;
 - n. Customer service contact; and
 - o. Fees imposed by the Merchant on the Cardholder, including shipping and handling fees, taxes, and convenience fees, as applicable.
- 12) **Additional Internet Requirements.**
- a. **Internet Payment Screen and Sales Policy.** Merchant must prominently display on the Internet Payment Screen the Merchant's name, telephone number, city and state. Merchant must also obtain explicit confirmation that the Cardholder understands and agrees that the funds will be immediately debited from their account upon approval of the Transaction, before submission of the Bill Payment Transaction. Merchant must display a clearly visible and conspicuous notice on the Internet Payment Screen of the imposition of any convenience fee or the payment of a rebate for a Bill Pay Transaction prior to submitting the payment request from the Cardholder. Such notice must include: (i) a heading of "Fee Notice" in at least 14-point type; (ii) text in at least 10-point type; and (iii) the amount of the convenience fee or rebate and the name of the party imposing the convenience fee or the Merchant that receives the convenience fee.
 - b. **Communication and Encryption.** Merchant must participate in an approved authentication program as designated by the EFT Networks. All authentication information must be encrypted upon entry into the Internet device and must never leave the Internet device in cleartext form. The Internet device used by Merchant must meet or exceed the minimum communication and encryption protocol set forth by the EFT Networks.
- 13) **Telephone Transaction Requirements.** At the time of a telephone Bill Payment Transaction, Merchant shall provide each Cardholder with Transaction information that complies fully with all Laws and containing, at a minimum, the following information:
- a. Approval or denial of the Bill Payment Transaction,
 - b. Amount of the Bill Payment Transaction, or if a convenience fee applies, the amount debited from the Cardholder's account (exclusive of the convenience fee, shipping, handling and other fees), and the amount debited from the Cardholder's account (inclusive of the fees);
 - c. Trace number;
 - d. Authorization code or confirmation number;
 - e. Customer service contact; and
 - f. Fees imposed by the Merchant on the Cardholder, including shipping and handling fees, taxes, and convenience fees, as applicable.
- 14) **Technical Problems.** Merchant shall ask a Cardholder to use an alternative means of payment if the Elavon Debit System or the electronic interface with any EFT Network is

inoperative.

- 15) **Adjustment.** A Bill Payment Transaction may be adjusted if an error is discovered during Merchant's end-of-day balancing only by means of a written request from Merchant to Elavon. The request for adjustment must reference a settled Bill Payment Transaction that is partially or completely erroneous or a denied pre-authorize Transaction for which the pre-authorization request was approved. An adjustment must be completed within forty-five (45) days after the date of the original Bill Payment Transaction.
- 16) **Merchant Warranty.** In order to accept Bill Payment Transactions, Merchant warrants that it is: (i) a municipal, state or other public utility system operated for the manufacture, production, or sale of electricity, natural or artificial gas, water or waste collection; (ii) an insurance service provider that is licensed by a state to sell property, casualty, life and health insurance policies and that the Transaction involves the payment of premiums on such policies; (iii) a public or private provider of telecommunications services, including telephone, cellular, digital and cable services, which is licensed and governed by any federal, state or municipal authority; (iv) a public or private provider of cable or satellite media services, which is regulated by the Federal Communications Commission or any other federal, state or municipal authority, or (v) any other acceptable Merchant type, or covered under a pilot program approved by, the EFT Networks.
- 17) **Termination/Suspension of Bill Payment.** When requested by any EFT Network in its sole discretion, Merchant will immediately take action to: (i) eliminate any fraudulent or improper Transactions, (ii) suspend the processing of Bill Payment Transactions; or (iii) entirely discontinue acceptance of Bill Payment Transactions.
- 18) **Responsibility.** Merchant will be responsible for, and will at its own expense defend itself against, any and all claims, losses, costs, damages, liabilities or expenses that are suffered as a result of a Bill Payment Transaction, except to the extent caused by Elavon or Member.
- 19) Except as supplemented herein, the TOS remains unaltered and in full force and effect.