

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

## 1. Definitions.

**"Account"** means a checking, savings, NOW, brokerage, or other similar source at a recognized financial institution or financial corporation that You use to provide funds for your Transaction or a similar destination of funds that a Recipient has identified to accept funds that relate to Your Transaction.

**"Agency"** means a department, division, district, entity, office, or other official body, public authority, or similar governmental or quasi-governmental institution or organization within the United States.

**"Card"** means a credit, debit, or pre-paid debit card issued by Visa, Mastercard, American Express, or Discover.

**"Claim"** means a formal challenge You file with Your Issuer regarding a payment made through the Service 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 an Account directed to the Account of a Recipient.

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

**"Holiday" or "Holidays"** means all or any days on which U.S. banks are closed, such as 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.

**"Issuer"** means a bank, thrift, credit union, brokerage, or other financial institution or organization that provided, sold, or stands behind the Transactions You attempt through the Service using Your Payment Device. The Issuer's name will typically appear somewhere on Your Payment Device with contact information such as a toll-free telephone number, web site, SMS address, or email address for You to use if You have problems or questions relating to Your Payment Device.

**"Payment Device"** means a Card, an eCheck, or other digital or electronic payment method AllPaid supports now or in the future to execute a Transaction through the Service.

**"Recipient" or "Recipients"** means an Agency, corporation, authority, cooperative, corporation, limited liability company, or other organizational entity that AllPaid retains as a customer and is the party You have identified to receive funds in a Transaction.

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

**"Service Fee"** means the amount(s) You will be charged for making a payment through the Service as disclosed to You through Our payment web site when You attempt Your Transaction.

**"SMS"** stands for the phrase "short message service" and typically refers to a text message.

**"Terms"** means these General 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 the Service 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 Service.

## 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, director, or otherwise hold a position entitling You to use a Payment Device to make a payment on behalf 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 on behalf of which You are acting when using a Payment Device to request a Transaction through Us.

## 3. Basic Service Terms.

You have chosen to make a payment to a Recipient using our Service. AllPaid accepts for processing cards bearing the Visa®, MasterCard®, American Express®, and Discover®, brands only. We cannot attempt to obtain authorization for a Transaction involving any other type of card. We provide additional support such as toll-free telephone and email access to customer service representatives who can access your payment's record to assist You with Your questions. Your total Transaction amount includes a nonrefundable fee unless the Recipient has agreed with AllPaid to absorb the Transaction Fee. We will keep and retain as compensation a nonrefundable fee for processing a Transaction, and if insufficient funds are available for the principal amount of the Transaction and the Service Fee, We cannot complete the Transaction. We will process Your Transaction only if Your Issuer authorizes Us to do so.

## 4. Additional Terms Relating to Posting Cash Bail.

If your Transaction is for the posting of cash bail, you further represent that:

- i. When you submit Your bail Transaction for Yourself or another person, You understand and agree that submitting Your Transaction constitutes an electronic signature for purposes of the bail laws in the jurisdiction where the Agency You intend as Recipient of the cash bail is located and that any cash bail you post is subject to the requirements of that jurisdiction's laws,
- ii. You understand that whether You are posting cash bail for Yourself or another person, the cash You post is guaranteeing that the defendant will appear in court on the scheduled court date,
- iii. You understand that state law determines how cash bail payments are applied to a defendant's various obligations, and how the court may return or forfeit the posted bail funds depending on whether the defendant appears in court,
- iv. You understand AllPaid is not able to answer questions or explain how bail is determined, granted, or applied in any defendant's case, and
- v. You are personally responsible for the funds in the cash bail Transaction.

**FOR FURTHER INFORMATION ON STATE BAIL POLICIES CONTACT THE AGENCY TO WHICH YOU ARE MAKING THE BAIL PAYMENT OR CONSULT AN ATTORNEY.**

## 5. Additional Terms Relating to Incarcerated Persons.

For Transactions relating to depositing funds for the benefit of a person housed in an incarceration facility, AllPaid may impose limits on Transaction amounts and frequency in addition to any imposed by the facility itself. **ONCE YOU AUTHORIZE A DEPOSIT TO AN ACCOUNT FOR THE BENEFIT OF AN INCARCERATED PERSON, IT CANNOT BE REFUNDED.**

## 6. Contact AllPaid if You have questions about Your Transaction.

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. AllPaid 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 other questions about the Transaction itself. **ALLPAID DOES NOT ACT ON MESSAGES SENT BY SMS OR SOCIAL MEDIA.**

## 7. 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.

**8. AllPaid may use various methods to confirm Your identity.**

Financial fraud is an unfortunate but real concern, and AllPaid 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 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.

**9. Our web site describes in detail the Service**

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

**10. The Recipient will determine how to apply Your payment, not AllPaid.**

AllPaid is obligated by Our contract with the Recipient to transmit funds to a Recipient Account the Recipient has identified to Us for all Transactions involving that Recipient. Once funds have passed to the Recipient from AllPaid, the Recipient is solely responsible for how those funds are applied or any refunds. If You disagree with any of the Recipient's actions in how the Recipient handled Your payment, please contact the Recipient not AllPaid.

**11. If You believe a payment made through AllPaid using Your Payment Device is an Unauthorized Transaction, You should immediately contact Your Issuer.**

If You believe a payment is an Unauthorized Transaction, You should contact Your Issuer, not AllPaid, through the contact method and information that appears on Your Payment Device and discuss with the Issuer any possible Claim You may have. If You file a Claim with Your Issuer about a suspected Unauthorized Transaction, the Claim will then be referred to AllPaid. AllPaid reviews Claims during Our business hours, which are from 8:00 AM to 5:00 PM, Eastern Time Zone Monday through Friday, Holidays excluded. AllPaid 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 particular type of payment, such as bail. Also, some Payment Devices provided to employees for purchases and expenses may prohibit certain types of payments including bail, fines, court costs, and others. Issuer and employer policies are out of AllPaid's control. Please refer to documents made available to You with Your Payment Device or to the Issuer's web site for more information.

**12. ALLPAID'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 ALLPAID HAS BEEN INFORMED BY YOUR PAYMENT DEVICE ISSUER HAVE BEEN AUTHORIZED. THE SERVICE TOGETHER WITH ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. ALLPAID 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. ALLPAID IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES YOU BELIEVE YOU HAVE SUFFERED OR INCURRED AS A RESULT OF USING THE SERVICE. SERVICE FEES ARE NON-REFUNDABLE.

**13. AllPaid needs accurate information to process Your Transaction.**

You are responsible for giving Us accurate information so We can process Your Transaction. Our website provides various ways to help You confirm the information You need to provide to Us about Your Transaction and the Recipient. Recipient staff may also assist You with Transactions You are making at the Recipient's location.

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

It is up to the Recipient to specify in its agreement with Us the manner in which funds are deposited to an Account the Recipient has identified through the Service. Typically, deposits from Card Transactions take place in a two-day electronic settlement cycle, excluding weekends and Holidays. Some Recipients may choose to receive funds by mailed check. Deposits made or checks sent on Your behalf to a Recipient are typically "in bulk" and cover all Transactions made during a previously concluded processing cycle.

**15. We expect Your use of the Service to comply with the law.**

Our business is designed to help You make payments to a Recipient. We expect Your use of the Service 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 submitting Your Transaction, provide false information in connection with a Transaction, or refuse to cooperate in any investigation into any Claim. FRAUDULENT USE OF A PAYMENT DEVICE IS A CRIMINAL OFFENSE PUNISHABLE BY LAW.

**16. Mandatory Arbitration, Jurisdiction, and Venue.**

You understand and agree that any controversy and/or disagreement You have 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 AllPaid

**17. Other Terms that Apply. 17.1 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.

**17.2 Email Address.**

We may require You to provide a valid email address as a condition for the use of the Service.

**17.3 Complete Agreement.**

These Terms, along with Our Privacy Policy, form the entire understanding between You and AllPaid regarding Your use of the Service. AllPaid 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.

**17.4 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 Transaction is the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.
- AllPaid must comply with laws, ordinances, regulations, and industry rules that apply to the Service, including but not limited to laws affecting unclaimed funds.
- Your 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 charges.
- AllPaid has other conditions that will apply should You choose to use the Service to store Your personal or Payment Device information on Our system or use it for any Service that requires access to such stored information.
- The AllPaid website is a passive website requiring You to input accurate information and take other actions to complete a Transaction.
- Using AllPaid does not result in personal jurisdiction for any purposes over AllPaid 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 AllPaid may only be filed within a state or federal court of competent jurisdiction in the County of Dallas, State of Texas.
- You and AllPaid acknowledge and agree that the Service involves interstate commerce.

General Terms of Service Effective June 3, 2021 AllPaid, Inc. All Rights Reserved