

**eCheck Services Rider to
Government Payment Service, Inc. Agreement(s)**

This eCheck Services Rider to Government Payment Service, Inc. Agreement(s) ("eCheck Rider") establishes terms and conditions that govern the processing of payments made via Automated Clearinghouse ("ACH") transfer, also known as electronic check ("eCheck") to the undersigned entity ("eCheck Recipient") that has entered into one or more agreement(s) in the form of a Participation Agreement, a Merchant Agreement, or both with Government Payment Service, Inc. ("GPS") for payment processing services described in such agreement(s) (singularly, the "GPS Agreement" or collectively, the "GPS Agreement(s)").

1. **Effectiveness.** The effectiveness of this eCheck Rider is conditioned upon at least one standard form GPS Agreement(s) being in effect between eCheck Recipient and GPS. This eCheck Rider shall terminate at such time as there is no GPS Agreement in effect between eCheck Recipient and GPS. The terms of this eCheck Rider are in addition to and not in substitution for any terms and conditions of the GPS Agreement(s) which shall continue in full force and effect and apply to the eCheck services provided by or through GPS under this eCheck Rider. In the event of any conflict between the terms of the GPS Agreement(s) and the terms of this eCheck Rider, the terms of this eCheck Rider shall control. Capitalized terms used but not defined herein shall have the meaning given to them in the GPS Agreement(s).
2. **Payment Processing.** GPS obtains eCheck Services from the payments provider designated on Attachment "A" to this eCheck Rider ("Processor"). GPS will make available eCheck payment processing services ("eCheck Services") to individuals and organizations that desire to pay obligations to eCheck Recipient via ACH transfers (singularly, the "Payer" or collectively, the "Payers") as an additional service GPS provides to eCheck Recipient under the GPS Agreement(s).
3. **eCheck Services.** GPS shall make eCheck Services available to eCheck Recipient's Payers through the GPS payment website. The eCheck Services are as more specifically described in Attachment "B" to this eCheck Rider. GPS shall not be obligated to provide the eCheck Services if Processor ceases to provide such services to GPS for any reason. All Payer use of the eCheck Services shall be subject to GPS's terms of use displayed on the GPS website.
4. **Documentation.** Use of the eCheck Service shall also be subject to any user manuals and documentation GPS provides to eCheck Recipient. Availability of eCheck Services to eCheck Recipient's Payers is further conditioned on eCheck Recipient's completion of forms and authorization's GPS provides to eCheck Recipient that are required by GPS for establishing and operating the eCheck Services.
5. **Fees.** Service Fees for eCheck Services shall be as stated in Attachment "C" to this eCheck Services Rider. Service Fees may be the responsibility of cardholder, Participant, or shared by cardholder and Participant. Unless Participant advises GPS otherwise, Participant will be presumed to have chosen that cardholders shall be responsible for all Service Fees. If Participant elects to pay all or any portion of the Service Fee, Participant must so advise GPS in writing using the method specified in the GPS Agreement(s). For any Service Fees Participant elects to pay, GPS will debit Participant's account for Participant's share of the Service Fee in accordance with the terms of the debit authorization form GPS provides. Participant must allow GPS 30 days to make any changes Participant requests to the Service Fee responsibility. Service Fees include all costs of providing the eCheck Services.
6. **Limited Agency.** Under the GPS Agreement(s) GPS acts as eCheck Recipient's agent for the processing of credit, debit, and prepaid debit card transactions. In addition, eCheck Recipient hereby appoints GPS as its agent for the purpose of receiving payments on its behalf from Payers directly and through Processor, in connection with the processing of eCheck payments, and GPS accepts such appointment subject to any conditions and limitations in the GPS Agreement(s).
7. **Effect of Payment.** Receipt by GPS or Processor of a Payer's funds shall constitute receipt of payment by eCheck Recipient and will satisfy the obligation Payer authorized through GPS to pay to eCheck Recipient as of the day upon which GPS or Processor receives Payer's funds, subject to the conditions stated in section 8. If GPS fails to make a payment to eCheck Recipient corresponding to a Payer's payment, eCheck Recipient's sole recourse shall be to GPS,



not Payer. GPS will make a statement available to Payers at the time of the transaction that will indicate the GPS system has issued the payment request to Processor and providing details of such transaction, including a reference number specific to that Payer's payment.

8. Reversal or Rejection. Notwithstanding section 7, if an ACH transfer funding a Payer's eCheck payment is (i) reversed by Payer; or (ii) rejected by Payer's bank due to lack of sufficient funds ("NSF"), such obligation shall be deemed unpaid and due or owing to eCheck Recipient solely and exclusively by Payer in addition to any other costs and penalties eCheck Recipient imposes or seeks to impose upon Payer. In addition, if eCheck Recipient uses the "reject or accept" feature of the eCheck Services to reject an eCheck payment, GPS shall have no further responsibility or liability to the eCheck Recipient for any such rejected transaction
9. **DISCLAIMERS AND LIMITATIONS OF LIABILITY. ALL DISCLAIMERS AND LIMITATIONS OF LIABILITY STATED IN THE GPS AGREEMENT(S) RELATING TO THE PERFORMANCE OF SERVICES UNDER THE GPS AGREEMENT(S) SHALL APPLY WITH EQUAL EFFECT TO THE ECHECK SERVICES. GPS DOES NOT GUARANTEE THAT ECHECK SERVICES SHALL BE PROVIDED ERROR-FREE OR UNINTERRUPTED AND DOES NOT GUARANTEE ECHECK PAYMENTS AGAINST PAYER STOPS, REVERSALS, OR NSF STATUS. GPS WILL NOT REINITIATE AN ECHECK TRANSACTION THAT HAS BEEN DENIED DUE TO A "PAYMENT STOPPED" OR NSF NOTICE. GPS HAS NO OBLIGATION TO NOTIFY PAYERS IF ECHECK RECIPIENT REJECTS PAYER'S ECHECK PAYMENT ATTEMPT. ECHECK SERVICES ARE NOT AVAILABLE FOR THE POSTING OF CASH BAIL.**
10. Compliance. eCheck Recipient shall only use the eCheck Services for legal purposes and shall not use the eCheck Services in any way that violates laws, ordinances, or regulations applicable to eCheck Recipient. eCheck Recipient will reasonably cooperate with GPS and Processor in good faith to minimize potential illegal use of the eCheck Services and shall cooperate with reasonable GPS requests for information related to potential fraud or abuse.
11. Execution. This eCheck Rider may be executed contemporaneously with the GPS Agreement(s) or as a supplement to one or more pre-existing GPS Agreement(s) between eCheck Recipient and GPS. This eCheck Rider may be executed in counterparts. Each counterpart is an original, but together constitute one and the same instrument. The exchange of copies of this signed eCheck Rider signature page by facsimile or electronically imaged transmission shall constitute effective execution and delivery of this eCheck Rider and may be used in lieu of the original eCheck Rider for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this eCheck Rider by their duly authorized representatives or agents as of the date written below.

CITY OF MANITOWOC

GOVERNMENT PAYMENT SERVICE, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT “A” – PROCESSOR

Vantiv, LLC n/k/a “Worldpay” (“Worldpay”) under a Payment Facilitator Merchant Agreement between and among GPS, Worldpay, and Fifth Third Bank, an Ohio banking corporation “Member Bank” effective September 28, 2016 (the identity of the Member Bank may change from time to time but any successor Member Bank shall be a member of VISA, MasterCard and/or other card and payment networks, as the case may be, that will provide sponsorship services in connection with the Payment Facilitator Merchant Agreement).

ATTACHMENT “B” – ECHECK SERVICES

The eCheck Services shall be available to Payers through the GPS website and implemented at no cost to the eCheck Recipient. Specific services include the following:

- Presentment of Payer eCheck transaction request via the GPS payment website to Processor for authorization and, if authorized, debiting of funds from the Payer’s indicated account
- Electronic settlement of funds debited from Payer’s account by Processor to eCheck Recipient’s indicated account via GPS’s standard settlement process
- Payers may place eCheck transaction requests via toll-free call to GPS for entry to the GPS website by a GPS customer service representative
- Real-time updates of payment status and notification to eCheck Recipient of payments processed
- Email notice to eCheck Recipient of ACH payments denied within 48 hours of bank denial
- Pre-notification (non-monetary) transactions to confirm Payer information accuracy
- Verification of information for U.S. accounts through a third-party service
- Payer account information update in response to change notifications
- eCheck Recipient to accept or reject each eCheck payment
- Processing for returned eCheck items
- Transaction reporting and analytics
- Training and support

ATTACHMENT “C” – SERVICE FEES

***ECHECK SERVICES ARE NOT AVAILABLE FOR THE POSTING OF CASH BAIL
ALL SERVICE FEES ARE NON-REFUNDABLE***

Service Fee Schedule for eCheck Payments	
	\$2.95 per item