

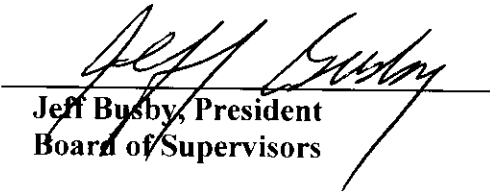
**ORDER: ACCEPT AGREEMENTS WITH COURT SOLUTIONS FOR
CIRCUIT CLERK TO PROCESS CREDIT CARDS AND ONLINE
PAYMENTS**

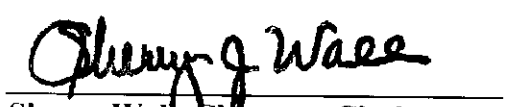
Motion was made by Mike Roberts, duly seconded by David Rikard, to accept agreements with Court Solutions for Circuit Clerk to process credit cards and online payments.

The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes
Supervisor Jeff Busby, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 16nd day of July, 2018.


Jeff Busby, President
Board of Supervisors


Sherry Wall, Chancery Clerk

AMENDMENT TO MERCHANT PROCESSING AGREEMENT

This AMENDMENT TO MERCHANT PROCESSING AGREEMENT ("Amendment") is entered into by National Processing Company ("NPC"), Fifth Third Bank ("Member Bank"), and Lafayette County Board of Supervisors/Lafayette County Circuit Court ("Merchant"), and shall not become binding or effective until executed by Merchant and approved by Processor and Member Bank as determined by Processor and Member Bank in their sole discretion.

WHEREAS, NPC, Member Bank, and Merchant have entered into a Merchant Processing Agreement(s), including the merchant application and the terms and conditions of the Merchant Processing Agreement ("Agreement"), under which NPC and Member Bank provide merchant processing services to Merchant and Merchant pays certain fees to NPC and Member Bank in connection therewith; and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the Agreement.
2. Section 7.B of the Merchant Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

Early Deconversion Fee/Liquidated Damages. If we terminate this Agreement after a breach by you, or if you wrongfully terminate the Agreement, you shall pay us the Early Deconversion Fee set forth on the Merchant Application for each Merchant Identification number and Merchant location. For clarity, the Early Deconversion Fee includes costs of processing Chargebacks, restocking equipment, and deleting numbers related to your deconversion. Additionally, you agree to pay us (i) any unpaid invoice; and (ii) any damages, losses, expenses, fees, fines, penalties, chargeback amounts, and adjustments we incur in connection with the Agreement. You authorize us to debit your Designated Account or to deduct amounts you owe us under this Section from the settlement funds we owe you. You are responsible for any collection fees, legal fees, and other expenses we incur in recovering your delinquent amounts

3. **Miscellaneous.** The Merchant Agreement, as amended hereby, constitutes the entire agreement between the parties as to the subject matter thereof, and any other representations, inducements, promises, or agreements not contained therein or herein, written or oral, shall be of no force and effect as to the subject matter thereof. The Merchant Agreement, as amended hereby, shall continue in full force and effect. If any provision of this Amendment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Amendment or of the Merchant Agreement.

IN WITNESS HEREOF, the Merchant has executed this Amendment which shall become binding and effective as set forth above.

MERCHANT

By: _____

Print Name: _____

Title: _____

Date: _____

MERCHANT APPLICATION

4455 Carver Woods Drive, Suite 110
Cincinnati, OH 45242

Please carefully complete the enclosed Application and read the attached Terms and Conditions and other additional forms, as applicable to you, which together make up the Merchant Processing Agreement. **Keep a Copy of the entire Application and the Terms and Conditions for your records.** NPC/Member Bank's acceptance of this Application will be made in a manner authorized in the attached Agreements.

Sales Representative ID Number (9 digit or 16 digit code)

T	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
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Bank # or Merchant Association #:

SECTION 1 BUSINESS INFORMATION

Business Legal Name: (Must Match Business Tax Return Name) Lafayette County Board of Supervisors		Contact Name: Baretta Mosley	
Business Name (DBA): <input type="checkbox"/> Check here if Corporate Headquarters Lafayette County Circuit Court		Email address: bmosley@lafayettecoms.com	Website:
Business Location Address: 1 Courthouse Square Suite 101		Business Billing Address: (if different from location address)	
City, State, Zip: Oxford, MS 38655		City, State, Zip:	
Phone #: (662) 234-4951	Fax #: 870-425-8470	Phone #:	Fax #:

SECTION 2 OWNERSHIP INFORMATION

Ownership: <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Government (Federal/State/Local) <input type="checkbox"/> Tax-Exempt Organization (501C)			
Owner/Officer/Principal Name:	Title:	DOB:	SSN #:
Home Address:		City, State, Zip:	Phone #:

SECTION 3 BUSINESS PROFILE AND ASSUMPTIONS

<input type="checkbox"/> Ownership or Legal Entity Change	Close NPC Existing MID#:	Close Date Existing MID#:	Open Date:	Annual Volume (Visa/MC/DS/AX): \$100,000	Average Ticket (Visa/MC/DS/AX): \$130	Highest Ticket (Visa/MC/DS/AX): \$0
<input type="checkbox"/> Add'l. Location 1st Location MID#:	<input type="checkbox"/> Never Accepted Cards <input type="checkbox"/> Processor Change -		How many processing statements are you including?			
80 % Card Present	20 % Card Not Present	80 % Card Swipe	% Imprint (Manually Keyed)	20 % MOTO	% Internet	% B2B
Type of Goods/Service Sold: Court Fees			REFUND POLICY (Check One): <input checked="" type="checkbox"/> No Refund <input type="checkbox"/> Refund in 30 days or less <input type="checkbox"/> Merchandise exchange only <input type="checkbox"/> Other			
Seasonal Sales: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Active Months: <input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC				

SECTION 4 IMPORTANT DISCLOSURES

Merchant acknowledges receipt of NPC documentation, which includes Merchant Processing Agreement Ver.GEN.0317

IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. (2) A Visa Member must be a principal (signer) to the Merchant Agreement. (3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. (4) The Visa Member is responsible for and must provide settlement funds to the Merchant. (5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

MEMBER BANK:
Fifth Third Bank
c/o Vantiv, Inc.
8500 Governors Hill Drive
Symmes Township, OH
45249
(866) 250-9764

Signature (Signature may be evidenced by facsimile) X	Name (please print)	Date
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SECTION 5 PATRIOT ACT AND BACKGROUND AUTHORIZATION

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The undersigned entity(ies) and individuals hereby unconditionally authorize NPC and Member Bank or its agents to (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner or general partner of Merchant, or providing their Social Security Number on the Application (if such individual asks NPC or Member Bank whether or not a consumer report was requested, NPC and/or Member Bank will tell such individual and, if NPC and/or Member Bank received a report, NPC and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Merchant Agreement. By providing your SSN and signing this Application, you, in your individual capacity, unconditionally authorize NPC and Member Bank to obtain your consumer credit report.

Merchant's Business Name (Legal): **Lafayette County Board of Supervisors**

SECTION 6 COMPLIANCE INFORMATION							
Do you (MERCHANT) have a <input type="checkbox"/> 3rd party software application/gateway or <input type="checkbox"/> POS Terminal				Are you compliant with the Payment Card Industry Data Security Standards? <input type="checkbox"/> YES <input type="checkbox"/> NO			
If yes, identify Security Assessor and certificate number: _____				Last Certification Date: _____			
Have you been notified by Visa, MasterCard or Discover that you have been the victim of a compromise of cardholder data? <input type="checkbox"/> YES <input type="checkbox"/> NO				If yes, have you completed remediation? <input type="checkbox"/> YES <input type="checkbox"/> NO			
				Do you store cardholder data? Paper - <input type="checkbox"/> YES <input type="checkbox"/> NO Electronic - <input type="checkbox"/> YES <input type="checkbox"/> NO			
Third Party Software/Gateway Vendor Name and Address: _____				Third Party Software/Gateway Vendor Contact Information: _____			
Version # _____		Merchant data to which this vendor has access: _____					
Does software store cardholder information? <input type="checkbox"/> YES <input type="checkbox"/> NO		Is Third Party Software/Gateway PCI DSS and/or PA DSS compliant? <input type="checkbox"/> YES <input type="checkbox"/> NO					
<p>All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide NPC with evidence that Merchant (a) has successfully completed a Self Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. NPC has created the PCI Program (the "PCI Program") to assist merchants in securing card data and complying with PCI DSS. You are enrolled in the PCI Program and the applicable fees will be assessed in accordance with the terms of the PCI Program. Information on the PCI Program is set forth in Section 15 of the Terms and Conditions and the applicable fees are set forth in Section 11. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA DSS").</p>							
SECTION 7 MERCHANT BANK ACCOUNT INFORMATION							
<p>In accordance with the terms set out in the Merchant Processing Agreement, funds will be transferred to/from the account as delineated. If nothing is checked, MERCHANT will receive Premium ACH. ACH can be performed by the following entities: Member Bank, NPC or any authorized agent of NPC or any Third Party Service Provider with whom you have contracted. *Subject to special approval PLEASE SUPPLY VOIDED PREPRINTED CHECK OR BANK LETTER FOR EACH ACCOUNT REQUESTED</p>							
Deposit Time Frame: <input checked="" type="checkbox"/> Premium ACH <input type="checkbox"/> Alternate Funding*				Deposit Type: <input type="checkbox"/> Combined <input checked="" type="checkbox"/> By Batch			
Any ACCOUNT NUMBER indicated must be a valid account number for handling ACH deposits and withdrawals. If more than one account is indicated, account #1 will be used for Sales.							
Routing #1 _____		DDA Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings					
Account #1 _____							
Routing #2 _____		DDA Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings					
Account #2 _____		If a second account, this account is used for: <input type="checkbox"/> Discount <input type="checkbox"/> Fees <input type="checkbox"/> Credits <input type="checkbox"/> Chargebacks					
SECTION 8 CHECK/ ACH SERVICES							
<p>If Check Services are selected and by signing Merchant Processing Agreement, Merchant agrees to accept Check Services pursuant to, and to be bound by, the terms and conditions for Check products acceptance as stated in the Merchant Processing Agreement or as provided by Check services provider, SPS-EFT, or other service provider. Member Bank is not providing the Check/ACH Services. Merchant must be approved by NPC and its service provider, SPS-EFT, or by other service provider. ++ For Non-Guarantee checks \$10,000 and greater: A premium of 0.10% (ten basis points) will be charged in addition to the discount rate. ***These fees apply per account.</p>							
Check Service		Discount Rate	Transaction Fee	Check Service	Discount Rate	Transaction Fee	Other Check21 Fees
<input type="checkbox"/> Check Conversion w/Guarantee			<input type="checkbox"/> Check21 POS - Guarantee <input type="checkbox"/> Check21 POS - Non-Guarantee**				Check21 Return Fee***: \$5.00
<input type="checkbox"/> Check Conversion w/o Guarantee			<input type="checkbox"/> Check21 Remote - Guarantee <input type="checkbox"/> Check21 Remote - Non-Guarantee**				Monthly Check21 Access Fee***: \$5.00
<input type="checkbox"/> Paper Check w/ Guarantee			<input type="checkbox"/> Check21 POS Payroll option - Guarantee: Discount Rate + 3% premium <input type="checkbox"/> Check21 POS Payroll option - Non-Guarantee: Discount Rate + 1% premium				<input type="checkbox"/> Monthly Billing
# of Checks Monthly:	Average Amount:	Largest Check Amount:	Monthly Service Fee***:	Batch Fee:	Monthly Minimum***:	Annual Fee***:	Termination Fee***:
					\$25.00		\$125.00
SECTION 9 UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION							
<p>PERSONAL GUARANTEE: In exchange for NPC's and Member Bank's acceptance of this Merchant Agreement, each person signing immediately below this paragraph (each such person, a "Guarantor") is signing this Merchant Agreement as a Guarantor of the Merchant identified on page 1 of the Merchant Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions starting in Section 11 of the Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Guaranty provisions. Each Guarantor individually authorizes NPC, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit reporting agency and/or to obtain a criminal background check. Guarantor acknowledges receipt of the Merchant Agreement, which is incorporated herein by reference as if fully set forth herein and has reviewed the Continuing Unlimited Guaranty provisions therein.</p>							
Authorized Signature of Guarantor: (Do Not Include Title)			Name of Guarantor: (Do Not Include Title)		Social Security #:		Date of Signature:

Merchant's Business Name (Legal): Lafayette County Board of Supervisors

SECTION 10 SCHEDULE OF FEES

APPLICATION TYPE: <input checked="" type="checkbox"/> Tiered* <input type="checkbox"/> Flat Rate*		DISCOUNT: <input type="checkbox"/> Daily <input checked="" type="checkbox"/> Monthly		CARD OPTIONS: <input checked="" type="checkbox"/> All Cards <input type="checkbox"/> Other Cards <input type="checkbox"/> Debit Card Only	
BUSINESS TYPE <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Mail/Telephone Order** <input type="checkbox"/> Internet**		SPECIAL PROCESSING <input type="checkbox"/> FPS <input type="checkbox"/> Utility			
SUB BUSINESS TYPE <input type="checkbox"/> Retail Key Entered** <input type="checkbox"/> DialPay Capture** <input type="checkbox"/> MOTO/CardSwipe** <input type="checkbox"/> Large Ticket <input type="checkbox"/> Level III Data					
VISA/MASTERCARD/DISCOVER (V/MC/D) Rate Category		Discount Rate	Transaction Fee	AMERICAN EXPRESS Rate Category*	
Base		0 %	\$ 0.00	Base	
Mid-Qualified¹ (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)		+ 0 %	+ \$ 0.00	Mid-Qualified¹	
Non-Qualified²		+ 0 %	+ \$ 0.00	Non-Qualified²	
Base Debit NON PIN-Based³ (Same as V/MC/D Discount Rate if left blank) Regulated Only ⁶ <input type="checkbox"/>		0 %	+ \$ 0.00		
<input type="checkbox"/> Debit PIN-Based⁴	Monthly Fee \$ 0.00	0 %	\$ 0.00	<input type="checkbox"/> Wireless Service³	Quantity 0
				Setup Fee	\$ 0.00
				Monthly Hosting Fee	\$ 0.00
				Transaction Fee	+\$ 0.00
Qualified Rewards⁵		0 %	Same as Visa/MC/Discover Transaction Fee	<input type="checkbox"/> Internet Services/Micros³	Quantity 0
				Setup Fee	\$ 0.00
				Monthly Hosting Fee	\$ 0.00
				Transaction Fee	+\$ 0.00

Transaction fees are charged for all transaction authorization attempts. ¹Added to Base discount rate and transaction fee. ²Added to applicable Mid-Qualified discount rate and transaction fee. ³Transaction fee is in addition to the applicable Base, Mid-Qualified, or Non-Qualified transaction fee, regardless of transaction qualification. ⁴Debit Network Interchange, sponsorship, switch and gateway fees, and any miscellaneous fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures. ⁵Same as Mid-Qualified discount rate if left blank for the applicable Reward categories collected by NPC. (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants).

***TIERED MERCHANTS ONLY** - Commercial Card transactions that do not meet the requirements to qualify for preferred rates will be assessed an additional fee of 0.50% (0.0050) on such sales volume. ⁶Regulated applies to all Base NON PIN debit transactions from issuers that are not exempt pursuant to 12 CFR Part 235. NON PIN debit transactions from exempt issuers will fall under the Base V/MC/D discount rate. If a rate is identified but the Regulated Only box is not checked, then this rate applies to all Base NON PIN debit transactions. **If the Retail Key Entered/MOTO/Internet/DialPay Business Type is selected, Rewards cards will be charged discount rates plus 0.11% (0.0011) on all transactions. NPC's processing fees and Card Brand interchange fees are included in the discount rate. All other Card Brand fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

* **INTERCHANGE MERCHANTS ONLY - CARD ORGANIZATION FEES:**
Visa, MasterCard and Discover Interchange fees, assessments and other fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.

* **FLAT RATE MERCHANTS ONLY - CARD ORGANIZATION FEES:**
All fees are included in discount rate and transaction fee above except fees related to International transactions. Does not apply to American Express.

* **AMERICAN EXPRESS** - Existing American Express Number ☐ YES ☐ NO If Yes, Existing American Express Account Number:
Annual Estimated or Actual American Express Volume <\$1,000,000.00 ☐ YES ☐ NO If No, Merchant is not eligible for the American Express Program.
☐ By checking this box, Merchant elects to opt out of the American Express Program
☐ By checking this box, Merchant elects to opt out of receiving American Express Marketing Materials.

SECTION 11 OCCURRENCE FEES

On File Fee	\$0.00 /month	Retrieval/Chargeback	\$0.00 /each	Paper Statement	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	/month
Batch Fee ^{††}	\$0.00 /each	Minimum Bill	\$0.00 /month	Advantage Buyer Program ³	<input type="checkbox"/>	\$0.00 /month
Voice Auth/DialPay	\$0.00 /each	Early Deconversion Fee ¹	\$0.00 /each	PCI Fee	<input type="checkbox"/> \$0.00 /year OR <input type="checkbox"/> \$0.00 /year	
ACH/DBA Change Fee	\$0.00 /each	Card Brand Usage Fee (NABU) ²	\$0.00 /each		<input type="checkbox"/> \$0.00 /month OR <input type="checkbox"/> \$0.00 /month	
Annual Fee	\$0.00	Charged in Month of		1099-K Reporting is provided at No Charge	Regulatory Accounting Assistance Program (RAAP) Fee ⁴	\$0.00
					Charged Annually Month of	March

Return ACH(s) are subject to a \$25.00 fee for each occurrence. ¹The initial term of the Merchant Agreement is 3 years and automatically renews for additional 2-year periods. If this Agreement is terminated prior to the expiration of the initial term or any renewal term, you will be subject to an Early Deconversion Fee ("EDF") in accordance with the terms of Section 7.B. of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 7.B. of the Terms and Conditions. ²The Card Brand Usage Fee (NABU) includes the MasterCard Network Assessment and Brand Usage Fee, the Visa Acquirer Processing Fee, and the Visa Base II Transaction Fee and applies to Tiered Merchants Only. ^{††}Same as V/MC/D base transaction fee if left blank; if base V/MC/D transaction fee is left blank, the fee is \$0.30. ³See Schedule I of the Terms and Conditions for additional information. ⁴See Section 13 of the Terms and Conditions for additional information.

SECTION 12 MERCHANT ACKNOWLEDGEMENTS AND SIGNATURE

Merchant agrees to and accepts the terms and conditions set forth in this Application and the Terms and Conditions which are incorporated herein by reference (GEN 0317) as if fully set forth herein (collectively, the "Merchant Agreement") and acknowledges receipt of all parts of the Merchant Agreement. Merchant acknowledges that no handwritten changes have been made to the printed text of the Merchant Agreement and that the parties may produce and rely on a copy or electronically stored image of the Merchant Agreement for all legal purposes. Merchant represents, warrants and certifies to NPC and Member Bank that it has reviewed all 4 pages of this Application, that all information provided herein is true, correct and complete and that NPC and Member Bank may rely on the information contained in this Application, without further investigation, for all purposes. Merchant acknowledges and agrees that NPC and Member Bank are in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider or independent sales representative. Merchant represents that it has chosen for itself any services, equipment or third party selected in connection with the Merchant Agreement, and it has not relied on any promises, representations, warranties, or covenants of the independent sales representative, NPC or others. Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party. Merchant further authorizes the release of Merchant information in accordance with the provisions of Section 10 of the Terms and Conditions. If Merchant does not want to participate in the American Express Program, the applicable Opt Out Box has been marked.

IN WITNESS WHEREOF Merchant has caused this Agreement to be executed by its duly authorized representative effective in accordance with the terms of the Terms and Conditions. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

MERCHANT

Signature (Signature may be evidenced by facsimile)	Name (please print)	Date
X		

Merchant's Business Name (Legal): Lafayette County Board of Supervisors

FE CODE: VSN = Vital/TSYS GPC = Global Central VAN = Vantiv

FE Code VSN

SECTION 13 EQUIPMENT SETUP

PROVIDER CODE: NPC = NPC to ship equipment

SOF = Sales office to ship equipment

MER = Merchant Owned

TERMINAL	QTY	PROVIDER CODE	PRINTER	PROVIDER CODE	PIN PAD	PROVIDER CODE
					<input type="checkbox"/> NEW <input type="checkbox"/> EXCHANGE	
					<input type="checkbox"/> NEW <input type="checkbox"/> EXCHANGE	
					<input type="checkbox"/> NEW <input type="checkbox"/> EXCHANGE	

Other: _____ Provider Code: _____ Other: _____ Provider Code: _____ Other: _____ Provider Code: _____

EQUIPMENT SOFTWARE INFORMATION	SOFTWARE NAME	PUBLISHER	VERSION
	Forte		

EQUIPMENT OPTIONS THE DEFAULT SELECTION WILL BE APPLIED FOR ANY OPTION NOT SELECTED BELOW

<input type="checkbox"/> RETAIL / MOTO AVS <input type="checkbox"/> YES <input type="checkbox"/> NO Last 4-Digits <input type="checkbox"/> YES <input type="checkbox"/> NO CVV 2 <input type="checkbox"/> YES <input type="checkbox"/> NO Purchase Card/Level 2 <input type="checkbox"/> YES <input type="checkbox"/> NO Invoice # Prompt <input type="checkbox"/> YES <input type="checkbox"/> NO PBX Code <input type="checkbox"/> 8 <input type="checkbox"/> 9 Multi Merchant <input type="checkbox"/> YES <input type="checkbox"/> NO First Merchant MID _____ Auto-Close++ <input type="checkbox"/> YES <input type="checkbox"/> NO TIME _____ Store N Forward <input type="checkbox"/> YES <input type="checkbox"/> NO Pre-dial <input type="checkbox"/> YES <input type="checkbox"/> NO Cash Back <input type="checkbox"/> YES <input type="checkbox"/> NO Debit Cash Bank Max Amount _____ ++ Auto-Close Time for Alternate Funding needs to be no later than 7:30 p.m. CST	<input type="checkbox"/> RESTAURANT Tips <input type="checkbox"/> YES <input type="checkbox"/> NO Servers <input type="checkbox"/> YES <input type="checkbox"/> NO Tables <input type="checkbox"/> YES <input type="checkbox"/> NO Bar Tab <input type="checkbox"/> YES <input type="checkbox"/> NO Suggested Tip <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> FAST PAY (FPS) <input type="checkbox"/> Both receipts signature line <input type="checkbox"/> Both receipts NO signature line <input type="checkbox"/> NO receipts under \$25.00	<input type="checkbox"/> CASH ADVANCE <input type="checkbox"/> LODGING FUEL <input type="checkbox"/> YES <input type="checkbox"/> NO PASSWORD All <input type="checkbox"/> YES <input type="checkbox"/> NO Void <input type="checkbox"/> YES <input type="checkbox"/> NO Return <input type="checkbox"/> YES <input type="checkbox"/> NO Settlement <input type="checkbox"/> YES <input type="checkbox"/> NO Other _____
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Custom Header / Footer:	Wireless ID:
	Comments:

EQUIPMENT SHIPPING INSTRUCTIONS Required ONLY if ordered through NPC - Default shipping options (indicated by *) will be applied for any option not selected below

Ship To: <input type="checkbox"/> Merchant Location * <input type="checkbox"/> ISO Location <input type="checkbox"/> Other	<input type="checkbox"/> 1-3 Day <input type="checkbox"/> Over Night Priority * <input type="checkbox"/> Ground <input type="checkbox"/> Saturday
Attn:	Payment For Equipment Will Be: <input type="checkbox"/> Lease <input type="checkbox"/> Check <input type="checkbox"/> Cash <input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/> Discover <input type="checkbox"/> Amex <input type="checkbox"/> 30 Day (Bill Group)
Address:	
City:	State: Zip: Phone #: <input type="checkbox"/> Special Instructions:
NPC TO REPROGRAM/TRAIN MERCHANT? <input type="checkbox"/> YES <input type="checkbox"/> NO	
NPC TO SHIP WELCOME KIT? <input type="checkbox"/> YES <input type="checkbox"/> NO	

WELCOME KIT SHIPPING INSTRUCTIONS Required if welcome kit is shipping to separate address from above

Ship To: <input type="checkbox"/> Merchant Location * <input type="checkbox"/> ISO Location <input type="checkbox"/> Other	Attn:	Phone #:
Address:	City:	State: Zip:

SECTION 14 SITE INSPECTION INFORMATION

I represent and warrant that the information set forth in the application is true and accurate to the best of my knowledge. In addition, I hereby certify that (check which applies):

<input checked="" type="checkbox"/> I have physically inspected the business premises of the merchant at this address, personally confirmed the identity of the person listed in the Owner/Officer Information Section, and witnessed their signing of the Agreement.	Business/Inventory/Shipments: Does business appear as represented? <input type="checkbox"/> YES <input type="checkbox"/> NO Is business open and operating? <input type="checkbox"/> YES <input type="checkbox"/> NO Is inventory sufficient for business type? <input type="checkbox"/> YES <input type="checkbox"/> NO Are goods and services delivered at the time of sale? <input type="checkbox"/> YES <input type="checkbox"/> NO Goods and services charged to credit card on <input type="checkbox"/> Order <input type="checkbox"/> Shipment Are good and services delivered <input type="checkbox"/> Digitally <input type="checkbox"/> Physically <input type="checkbox"/> Both If goods are shipped, is a Fulfillment House used? <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/> An NPC approved third party site inspection vendor will supply inspection within 15 days of my signature below or I have informed NPC that a site inspection is needed.	
<input type="checkbox"/> I have not physically inspected the business premises of the Merchant, but have verified the validity of the business using outside sources and confirmed the identity of the person listed under the Owner/Officer Information Section.	

If Fulfillment House is used, please complete the following:

Fulfillment House Name and Address:	Fulfillment House Contact Information:
Is Fulfillment House PCI DSS Compliant? <input type="checkbox"/> YES <input type="checkbox"/> NO	% of shipments by this vendor
Location Type: <input type="checkbox"/> Retail Store Front <input type="checkbox"/> Office Building <input type="checkbox"/> Residence <input type="checkbox"/> Industrial Building <input type="checkbox"/> Trade Show	

Sales Organization: Infitech	Sales Rep Signature:	Application Date:
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Gateway Application and Agreement

DBA NAME/OUTLET NAME: Lafayette County Circuit Court			PRIMARY OWNER / OFFICER NAME:		% OWNERSHIP:
PHYSICAL STREET ADDRESS (NO P.O. BOXES): 1 Courthouse Square Suite 101			SOCIAL SECURITY #:		TELEPHONE #:
CITY Oxford	STATE MS	ZIP: 38655	ADDRESS:		CITY:
DBA PHONE #: (662) 234-4951	FAX: 870-425-8470	STATE:		ZIP:	YEARS THERE: OWN/RENT: Rent
CONTACT NAME AT THIS ADDRESS Baretta Mosley		E-MAIL: bmosley@larayettecoms.com		DRIVER'S LICENSE #: DATE OF BIRTH:	
CUSTOMER SERVICE PHONE # (REQUIRED FOR ALL MERCHANTS): (662) 234-4951			E-MAIL ADDRESS:		

TYPE OF OWNERSHIP:	<input type="checkbox"/> SOLE PROPRIETORSHIP	<input type="checkbox"/> PARTNERSHIP GENERAL / LIMITED	<input type="checkbox"/> LIMITED LIABILITY CORP.	<input type="checkbox"/> TAX EXEMPT/NON-PROFIT
	<input type="checkbox"/> CLOSELY HELD CORP.	<input type="checkbox"/> PUBLICLY HELD CORP.	<input checked="" type="checkbox"/> GOVERNMENT (FED/STATE/LOCAL)	<input type="checkbox"/> OTHER:
YEARS IN BUSINESS:	# OF LOCATIONS:	LENGTH OF CURRENT OWNERSHIP:	FEDERAL TAX ID/SSN:	
LOCATION OF BUSINESS:		<input type="checkbox"/> OFFICE SUITE	<input type="checkbox"/> RETAIL STOREFRONT	<input type="checkbox"/> PRIVATE RESIDENCE
		<input checked="" type="checkbox"/> OTHER (SPECIFY): Court Fees		
TYPE OF GOODS/SERVICE(S) YOU SELL:		INTENDED USE OF SERVICE(S):		
HAS BUSINESS OR ANY PRINCIPAL BEEN TERMINATED AS A VISA/MC MERCHANT (TMF)?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
HAS MERCHANT OR ANY PRINCIPAL DISCLOSED HEREIN FILED BANKRUPTCY OR BEEN SUBJECT TO INVOLUNTARY BANKRUPTCY?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
IF YES, EXPLAIN:				

BANK ACCOUNT FOR BILLING	
TRANSIT ROUTING/ABA NUMBER (NINE DIGITS):	DDA/CHECKING ACCOUNT #:
MASTERCARD / VISA: EXISTING PROVIDER: <input type="checkbox"/> TSYS <input type="checkbox"/> NOVA <input type="checkbox"/> FIRST DATA <input type="checkbox"/> GLOBAL	
IF NOVA, FIRST DATA OR GLOBAL: BIN#: _____ TERMINAL ID (TID) #: _____ MID #: _____	
IF TSYS: BIN#: _____ TERMINAL ID (TID) #: _____ AGENT #: _____ CHAIN #: _____ STORE #: _____ TERMINAL #: _____	
<input type="checkbox"/> VIRTUAL TERMINAL <input type="checkbox"/> TRANSPORTER <input type="checkbox"/> WEBPAY	
<input type="checkbox"/> DIRECT INTERFACE / API <input type="checkbox"/> OTHER - SPECIFY _____	
GATEWAY MONTHLY: \$ 0.00 GATEWAY PER TRANSACTION: \$ 0.00 ONE-TIME SETUP FEE: \$ 0.00	
MONTHLY MINIMUM: \$ 0.00	

This Gateway Services Application and Agreement ("GSA"), along with the Terms and Conditions attached hereto, serves as the Merchant Agreement by and between Forte Payment Systems ("Forte") and the Merchant named above ("Merchant" "you"). A copy of the Terms and Conditions, version number 1.08, has been provided to you. As a duly authorized signatory of Merchant, the undersigned certifies the following: 1) You have received a copy of the Terms & Conditions and that Merchant agrees to be bound by all terms and conditions contained therein and as may be modified or amended in compliance with those terms; 2) You understand that IF MERCHANT SUBMITS A TRANSACTION TO FORTE PAYMENTS SYSTEMS HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE MERCHANT SERVICES TERMS & CONDITIONS; 3) All information provided in this GSA and supporting documents is true and accurate; 4) Merchant authorizes Forte to debit and/or credit the account(s) listed above, or other accounts maintained by Merchant, for any amounts owed in accordance with the GSA and the Terms and Conditions; and 5) Merchant authorizes Forte to order a credit report on Merchant and / or any affiliate that is listed on the GSA or any supporting documents.

SIGNATURE:	DATE:	SIGNATURE:	DATE:
PRINTED NAME:	TITLE:	PRINTED NAME:	TITLE:

PLEASE REMIT APPLICATION TO: (OVERNIGHT DELIVERY RECOMMENDED)

Forte Payment Systems
500 W. Bethany Drive, Suite 200
Allen, TX 75013
FAX: 469-675-8740

FOR OFFICE USE ONLY		
ISO ID:	SIC:	SALES REP:

GATEWAY SERVICES AGREEMENT TERMS AND CONDITIONS

1. SERVICES, USE, LICENSE.

Forte Payment Systems ("Forte" "Party") shall provide the company ("Merchant" "Party") indicated on the Gateway Services Agreement ("GSA") with *Forte Payment Systems* Services (the "Services"). These Services shall include processing/channeling any or all of the following Transactions: authorizations, verifications, authentications, settlement transactions or funds capturing. Merchant may use the Services in conjunction with other products and services provided by Forte or Merchant may elect to use the Services in conjunction with its own or a third party's products and services.

No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of Forte's Proprietary Property, as defined in Section 2 below, in whole or in part, is granted except as expressly provided by these Terms and Conditions. Neither Merchant nor any business entity effectively controlling or controlled by Merchant or associated with others under common ownership or control ("Affiliates") shall reverse engineer, decompile or disassemble the Proprietary Property.

Additionally, nothing in the GSA or specifically, these Terms and Conditions shall be construed to provide Merchant with a license of any third-party proprietary information or property.

2. OWNERSHIP.

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to Forte's products and services (the "Proprietary Property"), are and will remain the sole and exclusive property of Forte, whether or not specifically recognized or perfected under applicable law. Forte shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Forte products or services and/or any new programs, upgrades, modifications or enhancements developed by Forte in connection with rendering any services to Merchant (or any of its affiliates), even when refinements and improvements result from Merchant's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Forte by virtue of Merchant's agreement to these Terms and Conditions or otherwise, Merchant hereby transfers and assigns (and, if applicable, shall cause its affiliates to transfer and assign) to Forte all rights, title, and interest which Merchant or any of its affiliates may have in and to such refinements and improvements.

3. TRANSACTION PROCESSING. Forte shall accept transactions on a 24-hour basis. Forte is responsible only for processing transactions that are received by Forte in the proper format, pre-approved by Forte. Merchant is solely responsible for communicating with the System for processing transactions.

4. PRICING AND PAYMENT.

Merchant shall pay for all products and services according to the GSA and as those fees may be amended by Forte from time to time in accordance with these Terms and Conditions. Said fees shall be due and payable by Merchant immediately upon receipt of invoice from Forte. Fees will differ depending on type of services and/or level of services Merchant has requested and may be modified by Forte upon a minimum of ten (10) days' written notice to Merchant. Forte is authorized to obtain payment for these fees and any other amounts due under the GSA, including late fees, by directly debiting Merchant's specified bank account(s). A \$25.00 fee shall be assessed for any return of a debit processed to Merchant's account. Failure to pay any amount due to Forte within the time period or on the terms set forth in this section shall constitute a material breach of the GSA by Merchant. Forte shall assess a late fee of one and one-half percent (1½%) per month on all amounts past due. In addition to imposing such late fees, Forte may elect to terminate Merchant's access to the Services in accordance with Section 17 below.

5. TAXES.

Merchant is solely responsible for payment of any taxes (including sales or use taxes, transfer taxes, excise taxes, intangible taxes, property taxes, and similar taxes and duties) resulting from Merchant's acceptance of the license granted hereunder and use of Forte's products and services, excluding, however, any taxes payable by Forte as a result of income earned by Forte hereunder. Merchant shall reimburse Forte should Forte be charged for any tax obligation of Merchant. Merchant shall hold Forte harmless from all claims and liability arising from Merchant's failure to report or pay such taxes.

6. INVESTIGATIVE REPORT.

Merchant is on notice that an investigative or Consumer Report may be made in connection with the GSA. Merchant authorizes Forte or any Credit Bureau or any Reporting Agency employed by Forte or any of its agents to investigate the references given or any other statements or data obtained from Merchant, or any of its principals, in connection with the GSA or for the purpose of obtaining services from Forte. Subsequent Consumer Reports and inquiries may be required or used in conjunction with an update, renewal or extension of the GSA.

7. CONFIDENTIALITY.

Merchant acknowledges that the products, services and information relating to Forte's products and services (including without limitation the GSA) contain confidential and proprietary information developed by, acquired by, or licensed to Forte (the "Confidential Information"). Merchant will take (and will cause its affiliates to take) all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. Neither Merchant nor any of its affiliates will make any unauthorized use of the Confidential Information or disclose, in whole or in part, the Confidential Information to any individual or entity,

except to those of Merchant's employees or affiliates who require access for Merchant's authorized use of the products or services and agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information. This Section will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other party, through no fault of the other party, or (iii) is disclosed under force of law, governmental regulation or court order. Merchant acknowledges that any unauthorized use or disclosure by it or any of its affiliates of the Confidential Information may cause irreparable damage to Forte. As such, if Forte becomes aware of Merchant's breach or threatened breach of this Section 8, Forte may suspend any and all rights granted to Merchant under the GSA and shall be entitled to injunctive relief, without the need of posting a bond, in addition to all legal or equitable relief that may be available to Forte.

8. REPRESENTATIONS AND WARRANTIES.

a. Mutual Representations and Warranties. Both parties to this Agreement represent and warrant that:

1) Performance under this Agreement will not violate any applicable international, federal, state, or local law or regulation, including but not limited to the Regulations listed in Section 10 below and on Appendix A attached hereto;

2) When executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of that party under the Agreement, enforceable in accordance with its terms;

3) Performance under this Agreement does not violate any agreement or obligation between that Party and any third party.

b. Merchant's Representations and Warranties. Merchant represents and warrants to Forte that:

1) To the best of Merchant's knowledge, neither any information delivered by Merchant to Forte in support of the GSA nor Merchant's performance of its obligations hereunder will infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

2) Neither Merchant nor any of its affiliates will use the Forte products and/or services for (i) any unlawful, fraudulent, libelous, defamatory, threatening, abusive or otherwise objectionable usage of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law.

9. INDEMNIFICATION.

Merchant bears all responsibility for its own employees' actions while in Merchant's employ. Merchant shall indemnify and hold harmless Forte and its officers, directors, employees, and agents, from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to attorneys' fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of

Merchant's representations and warranties contained herein, (ii) any alleged violation by Merchant of any applicable law, Rule or Regulation, or (iii) any action of Merchant, its agents or employees in connection with any Transaction subject to the GSA. All disputes between Merchant and its customer(s) relating to any Transaction will be settled by and between Merchant and customer. Merchant agrees that Forte bears no responsibility or involvement in any such dispute.

10. LEGAL AND REGULATORY COMPLIANCE.

Merchant agrees to comply with all operating rules and regulations issued from time to time by NACHA, MasterCard, Visa, Discover, American Express or any other applicable network (the "Rules"). Such Rules are incorporated into this Agreement by reference as if they were fully set forth herein. Merchant further agrees to comply with all applicable federal, state local laws, rules and regulations ("Regulations"), as amended from time to time affecting acceptance of the Transactions. Merchant will assist Forte in complying in a complete and timely manner with all Rules and Regulations now or hereafter applicable to any Card transaction or this Agreement. Merchant will execute and deliver to Forte all related documentation Forte may from time to time reasonably deem necessary. Merchant is solely responsible for ensuring that Merchant's policies and procedures meet the requirements of the Rules and Regulations. Forte bears no responsibility for any lack of compliance by Merchant with any applicable Rules or Regulations. Forte directs Merchant to seek the counsel of outside legal assistance should Merchant have questions or concerns regarding compliance with such.

11. RULES AND REGULATIONS VIOLATIONS.

Merchant shall reimburse Forte for any fines or loss of funds imposed on Forte for any violation of the Rules or any Regulation by Merchant. Forte shall provide Merchant written notice of any such fine upon receipt of notice from the fining authority.

12. USAGE.

a. Use Restricted to Lawful Purpose. Merchant agrees to use Forte's the Services solely for lawful purposes. Merchant agrees that it will not transmit any material in violation of any Federal, State or foreign law, including but not limited to, copyrighted material, material legally judged to be threatening, obscene, or material protected by trade secret laws. Forte reserves the right to use all means necessary to monitor Merchant's actions in the event of a real or perceived security breach. Merchant agrees that Forte, at its discretion, may remove objectionable materials residing on Forte's servers. Forte shall use its discretion to define what constitutes objectionable material. Forte reserves the right to terminate Services to Merchant should Forte deem Merchant's use of the Services are for an unlawful purpose. In the event of such an occurrence, Forte shall make reasonable effort to notify Merchant of such action, but is not bound by the terms of the GSA in doing so.

b. Proper Usage. Merchant agrees to comply with the reasonable and acceptable use policies, rules,

regulations, terms and conditions of any networks accessed by Merchant through Forte's Services. Forte reserves the right to deny Merchant access to the Services should Forte determine, in its sole opinion, that Merchant's actions are or may negatively impact Forte or applicable third party network. In the event of such an occurrence, Forte shall make reasonable effort to notify Merchant of such action, but is not bound by the terms of the GSA in doing so.

13. LIMITS OF LIABILITY.

a. Errors of Others - Forte shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which Forte may receive or transmit information, and no such entity shall be deemed an agent of

b. Damages Waiver - Forte shall not be liable to Merchant or any third party for any special, consequential, incidental or punitive damages of any kind or nature incurred in relation to the GSA, whether or not (i) any claim for these damages is based on tort or contract; or (ii) Forte knew or should have known the likelihood of such damages occurring under the circumstances. Merchant shall not assert any such claim against Forte or its subsidiaries or affiliated companies or their respective officers, directors, or employees. Forte's maximum liability hereunder for any claims whatsoever shall not exceed the total amount of all fees paid by Merchant to Forte during the three-month period preceding the origination of the claim giving rise to liability. No claim may be brought by Merchant or any of its affiliates more than one (1) year after the accrual of the claim. The limitations of liability contained in this section shall apply without regard to whether other provisions of the Terms and Conditions have been breached or have proven ineffective.

c. Force Majeure. Neither party shall be liable for, or be considered in breach of or default under the GSA on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party shall give prompt written notice to the other party and shall use all commercially reasonable efforts to minimize the impact of the event.

14. Forte SERVICE POLICY.

a. Outages. Merchant acknowledges and understands that Forte does not warrant that the Services will be uninterrupted or error free and that Forte may occasionally experience delays or outages due to disruptions that are not within Forte's control. Any such interruption shall not be considered a breach of the GSA by Forte shall use its best efforts to remedy any such interruption in service as quickly as possible.

b. Changes to Services. Forte may modify the Services from time to time in Forte's reasonable discretion and upon reasonable electronic or written notice to Merchant, provided that such modifications

shall not materially diminish the functionality of the Services.

15. DISCLAIMER OF WARRANTIES.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, Forte's PRODUCTS AND SERVICES ARE PROVIDED HEREUNDER "AS IS" WITHOUT WARRANTY OF ANY KIND. Except as otherwise specifically provided herein, to the maximum extent permitted by law, Forte expressly disclaims any and all warranties, conditions, representations, and guarantees with respect to the Forte products and services, whether express or implied, arising by law, custom, prior oral or written statements, or otherwise, including without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement. No representation or other affirmation of fact, including, without limitation, statements regarding capacity, suitability for use or performance of the Forte products or services, whether made by employees of Forte or otherwise, which is not contained in these Terms and Conditions, shall be deemed to be a warranty by Forte for any purpose, or give rise to any liability of Forte whatsoever.

16. TERM AND TERMINATION.

The term of the GSA shall be month to month, effective on the date the Merchant accepts this Agreement ("Effective Date"). Either party may terminate the GSA without cause on thirty (30) days' written notice to the other party. In the event of a breach of any provision of the GSA by either party, other than a failure by Merchant to remit timely payment, the other party must provide the breaching party written notice of breach. Should the breaching party fail to cure the breach within ten (10) days of notice, the non-breaching party may terminate this Agreement and seek legal remedy under the terms herein. Termination of the GSA shall in no way affect either parties' rights or obligations relating to services rendered prior to the termination.

17. AMENDMENT OR MODIFICATION OF TERMS.

Unless otherwise provided for in these Terms and Conditions, Forte reserves the right to amend the terms of its agreement with Merchant upon at least ten (10) days written notice to Merchant. Merchant's continued use of the Services after receipt of such notice shall indicate Merchant's acceptance of the new terms. These Terms and Conditions are subject to such modifications, changes, and additions as may be required, or deemed to be required by Forte, by reason of any applicable Rule or Regulation.

18. ASSIGNMENT.

The rights granted under the GSA are and shall be personal to Merchant and shall not be assigned by any act of Merchant or by operation of law, without the prior consent of Forte, which shall not be unreasonably withheld. Any attempt on the part of Merchant to sub-license or assign to third parties its rights or obligations hereunder without such consent shall constitute a material breach of its agreement

with Forte and grounds for termination of the GSA. Forte may assign its rights and obligations under the GSA without the approval of Merchant, but shall provide notice of such assignment to Merchant.

19. NOTICE.

Any notice required to be given by either party hereunder, excluding notice of changes in fees, shall be in writing and sent by any commercially reasonable means of delivery, addressed, to that party at the street address or electronic mail address most recently provided in writing. Either party may change the address to which notice is to be sent by written notice to the other under any provision of this paragraph.

20. LEGAL FEES.

In the event of any dispute arising out of or related to the GSA, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and collection expenses in addition to any other recovery.

21. GENERAL PROVISIONS.

The GSA shall be binding on the parties effective on the date the Merchant accepts this Agreement. The GSA shall be governed by and construed in accordance with the internal laws of the state of Texas, and the parties consent to the jurisdiction and venue of the federal and state courts sitting in Collin County, Texas. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of the GSA. Should any term, clause or provision hereof be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the parties. The GSA constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their agreement. Except as otherwise provided for herein, the GSA shall not be modified or amended except in writing.

APPENDIX A DEFINITIONS

ACH Network - Automated Clearing House Network is a batch processing, store-and-forward system that accumulates and distributes ACH transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

ACH Transactions - All Entries, including but not limited to Debit and Credit Entries (defined below) that are transmitted through the ACH Network.

Affiliate - a business entity effectively controlling or controlled by another or associated with others under common ownership or control.

Business Banking Day - Monday through Friday, normal operating hours, excluding Federal holidays.

NACHA - National Automated Clearing House Association responsible for establishing, revising and enforcing the Operating Rules for the ACH Network.

Operating Rules (the "Rules") - the operational rules established by NACHA which govern all transactions and parties utilizing the ACH Network.

Regulations - All federal, state and local regulations that govern Internet business, consumer information and Transactions (as defined below), including but not limited to the FCRA, federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, Driver's Privacy Protection Act. Fair Credit Reporting Act 15 U.S.C. § 1681 et seq. ("FCRA"); (b) the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. (including the United States Federal Trade Commission rules promulgated thereunder) ("GLBA"), (c) the Driver's Privacy Protection Act, 18 U.S.C §2721, et. seq. ("DPPA")

Returned Entries - Any Transaction returned or rejected by Forte or a third party.

Transactions - Any transfer of data or information from Merchant to Forte in a format pre-approved by Forte, including but not limited to ACH Transactions, Debit Entries, Credit Entries, Verification Entries and Authentication Entries.

1. Prepare in duplicate.
2. INFINTech and the Merchant listed below hereby enter into an agreement subject to the Terms and Conditions stated herein and/or attached.
3. Acceptance of this contract implies conformance with Terms and Conditions.
4. This contract takes effect upon the date specified by the Authorized Official.

<p><input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment</p> <p>Identification No. _____</p>																					
MERCHANT INFORMATION	<p>Legal Name: Lafayette County Board of Supervisors</p> <p>Address: 1 Courthouse Square Suite 101</p> <p>City: Oxford State: MS Zip Code: 38655</p> <p>Phone: (662) 234-4951 Fax: (662) 236-0238</p> <p>Website: _____</p>	<p>Contact information is provided to the Payer upon facilitating an online payment. Payers will direct any payment questions or concerns to the Contact listed below. The email address below will receive notifications when successful online payments are made. This email address may also be provided to the Payer.</p> <p>Contact Name: Baretta Mosley</p> <p>Contact Phone: (662) 234-4951</p> <p>Notification Email: bmosley@lafayettecoms.com</p>																			
	<p>Payment Type (select ONE):</p> <p><input checked="" type="checkbox"/> Court <input type="checkbox"/> Utility <input type="checkbox"/> Tax <input type="checkbox"/> Parks & Recreation <input type="checkbox"/> Other: _____ (specify)</p>																				
SERVICE INFORMATION	<p>Payment Environment (select ONE):</p> <p><input type="checkbox"/> Online (WebPay™) <input checked="" type="checkbox"/> Retail (swipe)</p>	<p>Fee Assessment:</p> <p><input checked="" type="checkbox"/> Convenience Fees¹</p>	<p>¹ Convenience Fee utilization is subject to the Terms and Conditions in the "Convenience Fees" Addendum. Fee assessment is restricted to certain payment environments and/or tender types.</p>																		
	<p>3rd-Party Software Integration (select ONE):</p> <p><input type="checkbox"/> CMI <input type="checkbox"/> CourtView <input type="checkbox"/> GBS <input type="checkbox"/> Henschen <input type="checkbox"/> MITS <input type="checkbox"/> OhioTicketPayments.com</p> <p><input type="checkbox"/> Pontem <input type="checkbox"/> SSI <input type="checkbox"/> Custom¹ <input type="checkbox"/> Other Provider¹: _____ (specify)</p>		<p>¹ Standard integration requires separate agreement with a 3rd-party service provider. Custom/Other integration may require development and will be quoted based on current INFINTech development rates.</p>																		
	<p>Accepted Tender Types (select all that apply):</p> <p><input checked="" type="checkbox"/> Visa <input checked="" type="checkbox"/> Mastercard <input checked="" type="checkbox"/> Discover <input type="checkbox"/> Amex¹ <input type="checkbox"/> EFT²</p>		<p>¹ American Express is not available as a tender type when using Utility flat rates or when assessing an Access Fee surcharge.</p> <p>² Electronic Fund Transfer (EFT) is limited to SINGLE web payments that are not assessed an Access Fee. EFT payments do not authorize in real-time and require exception handling for Rejected items</p>																		
PRICING	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">One-Time Cost/Setup</th> <th style="text-align: center;">Monthly Cost</th> </tr> </thead> <tbody> <tr> <td>Standard System</td> <td style="text-align: center;">\$ 200.00</td> <td style="text-align: center;">\$ 25.00</td> </tr> <tr> <td>Custom Development</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Enhanced Features</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Other</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Total:</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> </tbody> </table>			One-Time Cost/Setup	Monthly Cost	Standard System	\$ 200.00	\$ 25.00	Custom Development	\$	\$	Enhanced Features	\$	\$	Other	\$	\$	Total:	\$	\$	<p>Notes, (in/ex)clusions:</p>
		One-Time Cost/Setup	Monthly Cost																		
Standard System	\$ 200.00	\$ 25.00																			
Custom Development	\$	\$																			
Enhanced Features	\$	\$																			
Other	\$	\$																			
Total:	\$	\$																			
PAYMENT INFORMATION	<p>One-Time and Recurring/Monthly fees will be directly withdrawn from the Merchant's depository account listed below, and further evidenced by a voided check or preprinted Bank letter to be supplied with this agreement.</p>																				
	<p><input type="checkbox"/> Check Routing #: _____ Account #: _____ ATTACH VOIDED CHECK</p>																				
	<p><input type="checkbox"/> Credit Card Card Type: _____ Card Number: _____ Expiration (MM/YYYY): _____</p>																				
ACCEPTANCES & APPROVALS	<p>By signing below, Merchant acknowledges that he/she has read and accepts all terms of the Processing Agreement. Additionally, Merchant will maintain and abide by individual separate merchant processing agreements that govern the terms and responsibilities of ACH and/or Credit Card acceptance.</p>																				
	<p>Signature of Authorized Official: _____</p> <p style="text-align: center;">X</p>																				
	<p>Name of Authorized Official: _____ Title: _____ Date: _____</p> <p>Infintech Representative: _____ Title: _____ Date: _____</p>																				

CONVENIENCE FEE TERMS

In consideration for the performance of the Services provided by INFITECH, the Merchant agrees to allow INFITECH to charge a non-refundable Convenience Fee to the Payer making the payment. This will be accomplished by charging a second transaction to the Payer based on the dollar amount of the payment transaction initiated by the Payer. These fees are subject to change upon notice to Merchant.

DISPUTES AND CHARGE-BACKS

The Convenience Fee transaction will be deposited directly into an account owned by INFITECH. It is understood that these fees, subject to the terms negotiated as a component of Payer enrollment, are the property of INFITECH. Any disputes or chargebacks that may arise from these Convenience Fees will be handled directly between Payer and INFITECH. If the Payer charges back the Convenience Fee to INFITECH, the Merchant will be required to issue a full refund of the principal amount and thereby will consider the obligated payment as unpaid.

FEE SCHEDULE - TERMINAL PAYMENTS

Minimum Charge	Fee
\$3.50	4 50%

RECITALS

WHEREAS, I3-INFIN, LLC DBA "INFINTECH", A DELAWARE LIMITED LIABILITY COMPANY, IS ENGAGED IN THE BUSINESS OF PROVIDING MERCHANT SERVICES FOR PROCESSING OF ELECTRONIC TRANSACTIONS SUBMITTED BY PARTICIPATING MERCHANTS UNDER THE PROGRAM HEREIN DESCRIBED, WHEREAS THE MERCHANT ("MERCHANT") DESIRES TO HAVE INFINTECH PERFORM ELECTRONIC TRANSACTIONS; NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, AND OF THE MUTUAL PROMISES HEREINAFTER SET FORTH, INFINTECH AND THE MERCHANT HEREBY AGREE AS FOLLOWS.

SERVICES

Services to be provided by INFINTECH — Subject to the terms and conditions set forth in this Agreement, INFINTECH hereby agrees to perform the following services for the benefit of the Merchant. INFINTECH shall: (1) offer Merchant a selection of options for the creation of a payment web page; (2) create and maintain a payment web page based on the options chosen by Merchant; (3) provide for the electronic processing of approved Card and ACH/EFT ("Approved Tender") transactions, namely payments, made via the payment web page by supporters of the Merchant ("Payer") who hold Approved Cards ("Cardholders") and accounts (ACH); (4) provide for the electronic debiting of the Payer's account when said Payer has made a payment and electronic crediting of the Payer's account when value is added to the Payer's account; and (6) maintain an accessible electronic record of transactions as described above for a minimum period of 60 days. The services to be rendered by INFINTECH in accordance with this section shall be referred to herein as the "Services"; and INFINTECH will supply to and accept from the Merchant all information and data reasonably required from time to time in connection with the Services. The Merchant hereby agrees that in the event that the electronic processing system is temporarily unavailable and INFINTECH is not able to verify transactions, INFINTECH will not continue to process transactions during that time.

Merchant Duties — Subject to all terms and conditions set forth in this Agreement, the Merchant hereby agrees that it shall: (1) accept for processing by INFINTECH any transaction initiated by a Payer without discrimination with regard to the Payer who initiated the transaction or the virtual point-of-sale terminal at which a transaction was initiated ("The Virtual POS Terminal"); (2) supply to INFINTECH in a timely manner and in a format acceptable to INFINTECH all information and data reasonably required from time to time by INFINTECH to perform the Services, including without limitation the location of Virtual POS terminals; (3) maintain all transaction records and other records required by law or regulation as defined in separate credit card and ACH agreement to maintain in connection with the operation of the electronic virtual point of sale processors; (4) obtain, operate, and maintain at its own expense the PC where the Virtual POS is located; (5) be responsible for the accuracy and adequacy of all data transmitted by it or on its behalf for processing or for storage of information; (6) maintain sufficient "back-up" information and data to reconstruct any information or data loss due to any system malfunction; and (7) comply with all applicable Federal and State laws and regulations relating to financial transactions.

Merchant represents and warrants with respect to any Payer information it submits that the information is accurate and up-to-date and that it has Payer's permission to share the information with INFINTECH. Merchant understands and agrees that, in the event INFINTECH has acquired information directly from Payer, Merchant will have access to the Payer's name, billing address, member identification number, and payment amount, but in no case shall INFINTECH have any obligation to share Payer's account number with Merchant.

Use of Intellectual Property — Merchant authorizes the use of the names, logos, trademarks, service marks, and copyrights of Merchant and its affiliates (the "Intellectual Property") in any advertising, promotional or instructional materials provided by or for INFINTECH, as well as on any payment web pages created for Merchant by INFINTECH. Merchant represents and warrants that it is the sole owner of the Intellectual Property, that the Intellectual Property does not infringe the intellectual property or other proprietary rights of any third party, and that Merchant has full power and authority to make the grant of rights herein.

FEES

Setup Fees — Merchant agrees to pay INFINTECH for initial costs to establish Services as outlined on Page 1 of the Agreement.

Monthly Service Fees — Merchant agrees to pay INFINTECH for Services on a monthly basis as outlined on Page 1 of the Agreement.

Access Fees — If the Merchant elects to include an Access Fee surcharge on the principal payment amount, the fee schedule and associated terms will be defined in the "Access Fees" addendum.

TERM

The term of this Agreement shall be for three years unless otherwise specified and shall commence upon execution of the Agreement by both parties. The Agreement shall automatically renew for successive one-year terms unless either party has notified the other in writing, at least thirty (30) days prior to the expiration of the then-current term, that it does not wish to renew the Agreement.

Termination by INFINTECH — INFINTECH may terminate this Agreement without notice in the event of: (1) a determination by INFINTECH that all Merchant transactions have ceased and therefore the relationship between Merchant and INFINTECH has ceased; (2) Merchant's violation of any law or regulation applicable to the Merchant that has an adverse effect upon INFINTECH or the operation of the Services; (3) a determination by INFINTECH, which determination may be based in whole or in part on creditworthiness as determined from credit reports received from credit reporting agencies as well as any other relevant information, that provision of the Services hereunder may be considered financially detrimental to either Merchant or INFINTECH; (4) a determination by INFINTECH that Merchant is using the Services fraudulently, has misrepresented the nature of Merchant's business, or is engaged in any illegal activity; or (5) any other material breach of this Agreement by Merchant.

Termination by Merchant — Merchant may terminate this Agreement without cause upon thirty (30) days' notice and payment to INFINTECH of an early termination fee of \$250.00. Merchant may terminate this Agreement without payment of the early termination fee in the event of INFINTECH's material breach of this Agreement.

Responsibilities upon Termination — The Merchant and INFINTECH understand and agree that termination of this Agreement shall not relieve Merchant of any obligation or liability accrued prior to such termination, including meeting all financial and other obligations arising from its participation (including the payment of any and all applicable fees, charges, and other amounts). The Merchant shall not be entitled to a refund of any fees, charges, or other amounts paid to INFINTECH. Any chargebacks arising after termination are the sole responsibility of Merchant.

Amendments — This agreement is subject to amendment to conform with regulations of the Services pertaining to the processing of electronic transactions.

Non-Disclosure of Customer Information — The Merchant and INFINTECH understand that neither party shall sell or disclose any personal customer data or information collected in performance of the Services, and INFINTECH shall make reasonable efforts to secure acquired data in the interests of the merchant, customer, and INFINTECH. It is understood that INFINTECH may use, share, and/or sell deidentified aggregate information collected in performance of the Services.

Indemnification by Merchant — The Merchant hereby agrees to indemnify and hold INFINTECH, its affiliates and subsidiaries, agents and employees, harmless from and against any and all losses, damages, claims, and expenses (including reasonable attorneys' fees) which INFINTECH may incur or be liable for arising out of any claim, suit or proceeding made or brought against Merchant and/or INFINTECH as the result of (1) information approved or provided by Merchant and/or (2) Merchant's breach of this Agreement.

Limitation of Liability — Notwithstanding anything in this Agreement to the contrary, in no event shall INFINTECH, its affiliates or its directors, officers, employees, agents or subcontractors, be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by Agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages. Notwithstanding anything in this Agreement to the contrary, INFINTECH's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever including, but not limited to, those arising out of or related to this Agreement and regardless of the cause of action or legal theory shall not exceed one month's revenue derived from the provision of Services to Merchant hereunder, calculated as the average of the three full months immediately preceding the date the claim was made, less all costs incurred by INFINTECH therefore, which were received by INFINTECH from this Merchant or such lesser time if this Agreement has been in effect for less than three months.

COMPLIANCE WITH LAW

This Agreement is subject to, and the parties agree to comply with all laws of duly authorized governments and authorities relating to the use of communication lines leased from domestic, international and foreign carriers to transmit information. It is understood and agreed by the parties that the performance of the Services hereunder may be subject to examination by authorized representatives of Federal and State governmental agencies and INFINTECH is authorized to furnish any such agency reports, information and other data as may be required under applicable laws and rules. Both the Merchant and INFINTECH understand and agree that each party shall be responsible for its own compliance with all Federal, State, and local laws, rules and regulations that are applicable to this Agreement.

Entire Agreement — This Agreement, including the Application, Addenda and all documents incorporated by reference herein, constitutes the entire agreement between parties and supersedes all previous negotiations, commitments and writings.

Waivers — Failure by INFINTECH to enforce one or more of the provisions of this Agreement shall not constitute a waiver of the right to enforce the same provision in the future. All waivers must be signed by the waiving party.

Non-Assignability — Merchant may not, without the prior written permission of INFINTECH, assign, transfer, subcontract, or sublicense this Agreement or any obligation hereunder.

Amendments — Except as otherwise provided herein, no amendment to this Agreement shall be effective or bind any Party unless set forth in writing and signed by the duly authorized representatives of the parties.

Headings — The titles and headings preceding the text of the paragraphs of this Agreement have been inserted solely as a convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, interpretation or effect.

Severability — If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, and enforceable on the parties.

Notice — Any notice, request, or demand required or permitted to be given hereunder by any party will be deemed duly given when received or when mailed by regular mail, postage prepaid, addressed to the respective parties at the addresses listed on the Application or at such other address as any of them may theretofore have designated to the others for such purpose.

FORCE MAJEURE

INFINTECH may not be held liable for failure to perform due to any contingency beyond its reasonable control such as acts of God, acts of Government, war or other hostility, civil disorder, weather, fire, power failure, labor dispute, like causes and any other similar contingency.