



## BILLING SERVICES AGREEMENT

Now therefore, for and in consideration of the mutual covenants and agreements hereinafter set forth, Secure Instant Payments ("Instant Payments") and Tooele County Clerk ("Customer") agree as follows:

1. Representations of Customer. The Customer represents, warrants and promises:

- The Customer will not use Instant Payments to provide Services in connection with any transaction that: (a) constitutes a criminal offense; (b) gives rise to civil liability; or (c) violates any law, rule or regulation.
- The Customer will provide Instant Payments with an electronic interface of the records of the end users of Instant Payment's Services (the "Constituents") and other records sufficient for Instant Payments to provide the services called for pursuant to this Agreement.
- All records provided by the Customer will be true and accurate, including without limitation records of monies due to the Customer from Constituents.
- The Customer will provide its Constituents with the necessary receipts or notifications of payments made through Instant Payments, as may be required by the rules and regulations of the National Automated Clearing House Association.

2. Representations of Instant Payments. Instant Payments represents, warrants and promises:

- Instant Payments will collect money into a holding account in behalf of the Customer pursuant to the terms and conditions of this Agreement and will disburse money collected out to the Customer immediately upon receipt, less any fees Instant Payments is entitled to retain pursuant to this Agreement.
- Instant Payments will provide necessary software and a secure web-based service application in a Class A data center to protect all Customer Information. Instant Payments will conduct regular backups of all Customer data, provide front end and back end security using various security protocols, including without limitation, firewalls, intrusion prevention systems, 24/7 activity logging alerting, network address translation, virus scanning and secure socket layer technology to encrypt and protect Customer information.

3. Provision of Services. During the term of this Agreement, Instant Payments will provide its services requested by the Customer (the "Services") to Customer. Customer acknowledges and agrees that Instant Payments reserves the right, in its sole discretion, at any time and from time to time, to modify any or all of the Services without liability of any kind.

4. Payment and Billing. Instant Payments will bill the customer for fees owed Instant Payments or withhold and retain fees owed Instant Payments from money Instant Payments has collected in behalf of the Customer. In the event Instant Payments is owed money by the Customer for which there is not corresponding money that Instant Payments has collected in behalf of the Customer, Instant Payments will bill the Customer monthly on net 30 day terms. Instant Payments may impose an interest charge of 1.5% per month on any overdue invoice. If Instant Payments requires the use of collection agencies, attorneys, or courts of law for collection of any invoice, Customer shall reimburse Instant Payments for those expenses. Customer is responsible for reporting and paying any applicable taxes arising from Customer's use of the Services.

5. Ownership; Proprietary Information. Customer acknowledges and agrees that, as between Instant Payments and Customer, the Services, any websites created by Instant Payments (the "Sites"), and, with the exception of any art or prose provided by Customer, all components thereof are the exclusive property of Instant Payments, and Instant Payments owns all right, title and interest, including copyrights and other intellectual property rights, in and to any and all ideas, concepts, expertise, programs, systems, methodologies, data or other materials embodied in, underlying

or reduced to practice in the Services and/or Sites. The Services and Sites may only be used by Customer as expressly authorized herein. All rights not specifically granted by Instant Payments to Customer hereunder are reserved by Instant Payments. Customer will not copy, record, publish, compile, reproduce, republish, transmit, use or resell for any purpose not expressly permitted by this Agreement any information available on the Sites. Customer will not use any device, software or routine that may extract, copy, modify, import, export, replicate, scrape or otherwise deliver, in any manner, the data and information available on the Sites to Customer or anyone else. Customer will not use, disclose or transmit any information available from Instant Payments, including from the Sites, to compete against Instant Payments.

6. Security. Instant Payments will use reasonable commercial efforts to provide a secure web-based application to protect information Customer provides when using the Services. Instant Payments uses various security protocols standard within the industry.

7. Disclaimer of Warranties and Limitation of Liability. The services and sites are provided "as is" and "as available" for customer's and constitutes' use. The services and sites are provided without warranty of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement or any warranties arising from course of performance or course of dealing. Instant Payment's aggregate liability under this agreement is limited to the fees paid by customer hereunder with respect to the event giving rise to liability. Under no circumstances will Instant Payments be liable for any indirect, punitive, incidental, special, or consequential damages even if Instant Payments has been previously advised of the possibility of such damages.

8. Term and Termination; Survival. The term of this Agreement will commence upon Customer's acceptance of this Agreement and will continue in full force until terminated in accordance with this Agreement. Customer may terminate this Agreement at any time with written notice to Instant Payments. Instant Payments may immediately terminate this Agreement without notice in the event that Customer violates the terms of this Agreement. Instant Payments may terminate this Agreement for its convenience with 30 days' prior notice to Customer. Rights and obligations which by their nature would be expected to survive will survive any termination of this Agreement.

In witness whereof, the parties have duly executed this Agreement to be effective as of the date of the last party to sign below.

Secure Instant Payments LLC

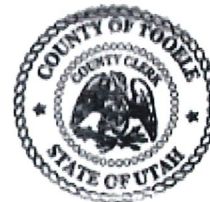
By: *Nancy Sjostrom*  
Name Printed: Nancy Sjostrom  
Title: Owner/Manager  
Date: 2-4-20

The Customer

By: *Tom I. R. S.P.*  
Name Printed: Tom I. R. S.P.  
Title: Tooele County Commissioner  
Date: 24 January 2020

ATTEST:

*Marilyn K. Gillette*  
MARILYN K GILLETTE  
TOOELE COUNTY CLERK



or reduced to practice in the Services and/or Sites. The Services and Sites may only be used by Customer as expressly authorized herein. All rights not specifically granted by Instant Payments to Customer hereunder are reserved by Instant Payments. Customer will not copy, record, publish, compile, reproduce, republish, transmit, use or resell for any purpose not expressly permitted by this Agreement any information available on the Sites. Customer will not use any device, software or routine that may extract, copy, modify, import, export, replicate, scrape or otherwise deliver, in any manner, the data and information available on the Sites to Customer or anyone else. Customer will not use, disclose or transmit any information available from Instant Payments, including from the Sites, to compete against Instant Payments.

6. Security. Instant Payments will use reasonable commercial efforts to provide a secure web-based application to protect information Customer provides when using the Services. Instant Payments uses various security protocols standard within the industry.

7. Disclaimer of Warranties and Limitation of Liability. The services and sites are provided "as is" and "as available" for customer's and constitutes' use. The services and sites are provided without warranty of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement or any warranties arising from course of performance or course of dealing. Instant Payment's aggregate liability under this agreement is limited to the fees paid by customer hereunder with respect to the event giving rise to liability. Under no circumstances will Instant Payments be liable for any indirect, punitive, incidental, special, or consequential damages even if Instant Payments has been previously advised of the possibility of such damages.

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In witness whereof, the parties have duly executed this Agreement to be effective as of the date of the last party to sign below.

Secure Instant Payments LLC

The Customer

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

By: [Signature]

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

Name Printed: TAM TRIPP

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

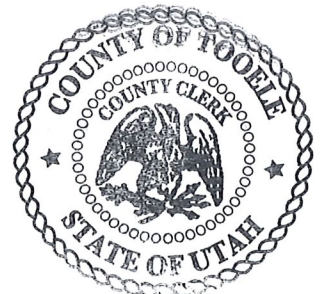
Title: Tooele County Commission Chair

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

Date: 24 January 2020

**ATTEST:**

[Signature]  
**MARILYN K GILLETTE**  
**TOOELE COUNTY CLERK**





## SECURE INSTANT PAYMENTS, LLC Processing Agreement

Phone Number: 800.764.0844

Fax: 800.985.9275

1. BUSINESS PROFILE				
Legal Name of Business Applicant (under which tax returns are filed) Tooele County				
Doing Business As (if different from legal name)				
Business Street Address (No P.O. Boxes) 47 South Main		City Tooele	State UT	Zip 84074
Business Phone Number		Customer Service Phone Number		Web Site Address
Date Business Established	Client Email:	Ownership Structure		
Federal Tax ID	Business License # & State	Type of Business		
Primary Contact:	Primary Contact Email:	Direct Phone Number:	For billing, please provide our monthly statement via: (circle at least one) Email      Fax      U.S. Mail _____	
Accounts Payable Contact:	Accounts Payable Email:	Direct Phone Number:	Electronically deduct statement amount from our account 3 business days from statement date: (please circle one)      Accept      Decline	
		Account Name:	Account Routing Number:	Account Number:

2. TRANSACTION SPECIFICATIONS AND PROCESSING HISTORY			
Average Transaction Amount:	Estimated Number of Transactions:	Estimated Monthly Dollar Volume:	Highest Individual Payment Amount:
Descriptor to Appear on Statement (16 characters max)		Customer Service Phone Number:	

### Processing Price List

One Time Setup		\$ 0.00
Monthly Support		\$ 0.00
<b>ACH Processing</b>		
Per Transaction	\$ 0.49	Pd by User
Returns	\$ 0.00	
<b>Credit Card Processing</b>		
Convenience Fee	2.5% with a \$1.50 minimum.	Pd by User
Credit Card Charge Back		\$25.00

3. SIGNATURE OF MERCHANT		
<p>We wish to originate ACH (Automated Clearing House) debit and/or credit items as a form of payment or to facilitate funds transfer utilizing the Instant Payments System. We have received and read the current version of the separate Instant Payments "ACH Processing Agreement" applicable to ACH processing. By signing below, we agree to be bound by the terms and conditions of the Instant Payments ACH Processing Agreement. We hereby authorize Instant Payments to debit and or credit the bank account indicated herein with respect to the receipt of settled funds, returned items. The ACH Processing Agreement will be effective upon Instant Payments' acceptance and upon our submission of first transaction by use of the Instant Payments, Inc. The undersigned certify and warrant that all information provided in this application is true and correct. I/We understand that Secure Instant Payments will retain this application whether or not it is approved, and I/We authorize Secure Instant Payments to periodically check and/or update my/our individual credit and/or obtain other investigative reports they deem necessary and to answer all questions about its credit/deposit experience with me/us. We also understand that Secure Instant Payments has legal recourse against us for false or misleading information provided above. "I have read, understand and agree to all of the preceding terms."</p>		
Authorized Signature: 	Title: Tooele County Commissioner	Date: 24 Jan 2020
		Print Authorized Signature Tom TRIP
Secure Instant Payments Accepted Authorized Signature:	Title:	Date:

Please fax this form to: Secure Instant Payments – Fax: 800.985.9275  
Accompanied with a copy of a voided check.



**SECURE INSTANT PAYMENTS, LLC  
Processing Agreement**

Phone Number: 800.764.0844

Fax: 800.985.9275

1. BUSINESS PROFILE					
Legal Name of Business Applicant (under which tax returns are filed) Tooele County					
Doing Business As (if different from legal name)					
Business Street Address (No P.O. Boxes) 47 South Main		City Tooele	State UT	Zip 84074	Business Phone Number
Business Fax Number		Customer Service Phone Number		Web Site Address	
Date Business Established	Client Email:	Ownership Structure			
Federal Tax ID	Business License # & State	Type of Business			
Primary Contact:	Primary Contact Email:	Direct Phone Number:	For billing, please provide our monthly statement via: (circle at least one) Email      Fax      U.S. Mail		
Accounts Payable Contact:	Accounts Payable Email:	Direct Phone Number:	Electronically deduct statement amount from our account 3 business days from statement date: (please circle one) Accept      Decline		
		Account Name:	Account Routing Number:	Account Number:	

2. TRANSACTION SPECIFICATIONS AND PROCESSING HISTORY			
Average Transaction Amount:	Estimated Number of Transactions:	Estimated Monthly Dollar Volume:	Highest Individual Payment Amount:
Descriptor to Appear on Statement (16 characters max)		Customer Service Phone Number:	

**Processing Price List**

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Per Transaction	\$ 0.49	Pd by User
Returns	\$ 0.00	
<b>Credit Card Processing</b>		
Convenience Fee	2.5% with a \$1.50 minimum.	Pd by User
Credit Card Charge Back	\$25.00	

3. SIGNATURE OF MERCHANT		
<p>We wish to originate ACH (Automated Clearing House) debit and/or credit items as a form of payment or to facilitate funds transfer utilizing the Instant Payments System. We have received and read the current version of the separate Instant Payments "ACH Processing Agreement" applicable to ACH processing. By signing below, we agree to be bound by the terms and conditions of the Instant Payments ACH Processing Agreement. We hereby authorize Instant Payments to debit and or credit the bank account indicated herein with respect to the receipt of settled funds, returned items. The ACH Processing Agreement will be effective upon Instant Payments' acceptance and upon our submission of first transaction by use of the Instant Payments, Inc. The undersigned certify and warrant that all information provided in this application is true and correct. I/We understand that Secure Instant Payments will retain this application whether or not it is approved, and I/We authorize Secure Instant Payments to periodically check and/or update my/our individual credit and/or obtain other investigative reports they deem necessary and to answer all questions about its credit/deposit experience with me/us. We also understand that Secure Instant Payments has legal recourse against us for false or misleading information provided above. "I have read, understand and agree to all of the preceding terms."</p>		
Authorized Signature: <i>[Signature]</i>	Title: Tooele County Commissioner	Date: 24 Jan 2020
		Print Authorized Signature Tom TRIPP
Secure Instant Payments Accepted Authorized Signature: <i>[Signature]</i>	Title: Nancy Sjostrom	Date: 2-4-20
		Print Authorized Signature Nancy Sjostrom

Please fax this form to: Secure Instant Payments – Fax: 800.985.9275  
Accompanied with a copy of a voided check.