

## Bank of America Q and A

1. Who is the current Merchant Acquirer and when does your contract expire?

*Answer – Our current merchant processor is Priority Payment Systems and our contract expires in August of 2018.*

2. How many merchant accounts is processed under today?

*Answer – Current processing is handled by one merchant account.*

3. What payment types are accept today credit, Visa, MasterCard, American Express, Discover, other) echeck, pin debit, pinless debit, signature debit, alternative payments and/or ACH?

*Answer – Current payment types accepted are credit (Visa, MasterCard, American Express and Discover) as well as Visa Non-PIN Debit, MasterCard Non-PIN Debit and PIN Debit. Recording department payments may be made via ACH. All card payments and ACHs are processed online; there is no over the counter card payment, or ACH payment, capability at this time.*

4. What is the annual volume of credit card payments accepted today by card type?

*Answer – Please see attached spreadsheet titled “Payment Card Processing Only FY-2017.xlsx”.*

5. What is the annual number of credit card transactions processed today by card type?

*Answer – Please see attached spreadsheet titled “Payment Card Processing Only FY-2017.xlsx”.*

6. Is Pin debit transactions accepted today if so please provide the annual volume and number of transactions accepted?

*Answer – Yes, PIN Debit transactions are currently accepted. Please see attached schedule titled “Payment Card Processing Only FY-2017.xlsx”. Our current processing statements do not breakout PIN Debit from Non-PIN Debit transactions.*

7. Please provide the number of transactions and sales volume processed annually for echeck by each acceptance methods Web (Internet Check Acceptance) POS (ECA for over-the-counter), and Phone?

*Answer – We do not currently accept e-checks.*

8. What percentage of the echeck transactions are business checks?

*Answer – We do not currently accept e-checks.*

9. Is any of the echeck volume warranted or guaranteed and if not are you looking for a warranty/guarantee program?

*Answer – We do not currently accept e-checks.*

10. What methods of authorization is used today, real-time authorization, batch authorization, recurring, installment, other?

*Answer – Real time authorization is used today.*

11. Is it the County's intent to accept payments in their call center?

*Answer – Ideally the Clerk's Agency would like to transition routine call center items to the proposing vendor, including an option for payment through the vendor's call center. The Clerk's Agency would consider processing payments through their in-house call center.*

12. What stand-alone credit card terminals are used today, the number of each, manufacturer, make and model and if owned, rented or leased?

*Answer – Currently the Clerk's Agency does not accept payment cards for over the counter transactions and as such has no card terminals.*

13. What pin pads are used today, the number of each, manufacturer, make and model and if owned, rented or leased?

*Answer – Currently the Clerk's Agency does not accept payment cards for over the counter transactions and as such has no pin pads.*

14. What check readers are used today, the number of each, manufacturer, make and model and if owned, rented or leased?

*Answer – Currently the Clerk's Agency does not utilize check readers.*

15. What card readers are used today, the number of each, manufacturer, make and model of each and if owned, rented or leased?

*Answer – Currently the Clerk's Agency does not accept payment cards for over the counter transactions and as such has no card readers.*

16. Does the Clerk's court records management system Showcase, provided by CourtView Justice Solutions, have a payment processing interface that it has already developed/certified to? If so what is the company name, product name, and version including service packs of each software or gateway interface option available?

*Answer - CourtView advised that Showcase integrates with the following companies for card processing via the web: Tempus + FirstData, Priority Payments, Acculynk, and My Florida. Over the counter integration is currently available for Tempus + FirstData. In addition, CourtView provides an API for nCourt to get case payment information and create receipts. A list of specific Product Names, Versions, etc. would require more time to compile.*

17. Does the Clerk's recording records management system COR, provided by NuviVus LLC, have a payment processing interface that it has already developed/certified to? If so provide the company name, product name and version, including service packs of each software or gateway interface option available?

*Answer - The Clerk's recording system, COR, interfaces with a third party payment processor, PayZang (API: Payments Gateway, currently Forte) for the purpose of processing ACH/EFT*

*transactions. Currently it does not interface for card payments. The addition of card payments would require additional programming from Nuvivus LLC (COR vendor).*

18. Since the Clerk's Value Adjustment Board management system AXIA, provided by Pioneer Technologies, has built-in functionality to accept electronic card payments is the County able to provide the company name, product name and version, including service packs of each software or gateway interface option available?

*Answer - Pioneer advised that they do not have a comprehensive list of companies prepared and would require more time to compile one. Some examples include: Wells Fargo, Payment Express, My Florida, CyberSource and nCourt.*

19. Does the Count require EMV chip acceptance capability for the Counter Payments?

*Answer – Yes, the Clerk desires EMV chip acceptance capability for Counter Payments.*

20. Does the County require recurring transactions to be automatically executed by the respondent?

*Answer – The Clerk's Office does not currently process recurring transactions.*

21. What County locations accept or anticipate accepting convenience fees today and who manages or would manage the fees?

*Answer – A convenience fee of \$5.00 is charged on each online Traffic or Criminal Fine transaction. Currently the Clerk's Agency manages the fee but all proposals will be considered.*

22. If planning on accepting convenience fees does the locations anticipate a two transaction model and if so who receives funding for the second transaction?

*Answer – Currently we do charge a convenience fee for our online payment card processing but we do not utilize a two transaction model.*

23. If accepting today who funds for Discover transactions?

*Answer – See attached copy of current agreement with Priority Payment Systems.*

24. If accepting today who funds for American Express transactions?

*Answer – See attached copy of current agreement with Priority Payment Systems.*

25. Are you PCI compliant today and what is your PCI level?

*Answer - Yes we are PCI compliant. We currently validate as SAQ-A-EP.*

26. Does any location utilize tokenization today, if so please provide the tokenization method and product used?

*Answer – Currently we do not accept over the counter card payments.*

27. What is the time frame of your current funding for payment of your settlement items?

*Answer – Current funding of settled items occurs generally in 3 days.*

28. What depository bank are your funds settled into?

*Answer – Currently funds are settled into the Clerk’s Agency depository account with First Florida Integrity Bank.*

29. What is your settlement cutoff time?

*Answer – The settlement cutoff time for payments via card is midnight and for ACHs it is 7:00 PM.*



# MERCHANT PROCESSING APPLICATION AND AGREEMENT

# COPY

Relationship PPSSFL

Association \_\_\_\_\_

Next Generation Small Card Solutions

Sales Rep Name \_\_\_\_\_

Application Date \_\_\_\_\_

**1. GENERAL INFORMATION    2. BUSINESS LOCATION INFORMATION    3. BUSINESS STRUCTURE** Page 1 of 4

<b>Client's Business Name (Doing Business As)</b> Collier County Clerk of Courts		<b>Client's Corporate/Legal Name (Must match IRS income tax filing)</b> Same	
<b>Location Address</b> 3299 Tamiami Trail East Suite 701		<b>Corporate Address (if Different Than Location)</b>	
<b>City</b> Naples	<b>State</b> FL	<b>Zip</b> 34112	<b>City</b> _____ <b>State</b> _____ <b>Zip</b> _____
<b>Location Phone</b> 239-252-2723	<b>Location Fax</b> 239-252-6179	<b>Contact Name</b> Raymond Milum	<b>Contact Phone</b> 239-252-2723
<b>Customer Service Phone</b> 239-252-2646	<b>Prior Security Breach?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Business Email</b> raymond.milum@collierclerk.com	<b>D&amp;B#</b>
<b>Business Website Address</b> www.collierclerk.com		<b>Fed Tax ID # (Must match IRS income tax filing)</b> 59-6000559	<b>Tax Type</b>
<b>Multiple locations?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <small>If Yes, enter # of locations _____</small>		<b>Tax Filing Name</b> Collier County Clerk of Courts	
<b>Additional location to existing MID</b> <input checked="" type="checkbox"/> Corporate Address <input type="checkbox"/> Location Address		<b>Date Business Started</b> 05/23	<b>Length Current Ownership</b> Government
<b>Send monthly merchant statements to</b> <input checked="" type="checkbox"/> Corporate Address <input type="checkbox"/> Location Address <input type="checkbox"/> Do Not Mail			
<input type="checkbox"/> Sole Prop <input type="checkbox"/> Partnership <input type="checkbox"/> LLC/LLP <input type="checkbox"/> C Corp <input type="checkbox"/> S Corp <input checked="" type="checkbox"/> Govt. (Local/State/Federal) <input type="checkbox"/> 601c/Tax Ex. <b>State Filing:</b> _____			
<input type="checkbox"/> I certify that I am a foreign entity / nonresident alien. (If checked, please attach IRS Form W-8.)		NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.3 of your Program Guide for further information.)	

**4. OWNERS/PARTNERS/OFFICERS    5. TRADE REFERENCE**

OWNER/PARTNER/OFFICER 1	OWNER/PARTNER/OFFICER 2	TRADE REFERENCE
<b>Name</b> Dwight E Brock	<b>Name</b>	<b>Business Name</b>
<b>Title</b> Clerk Of Courts	<b>Title</b>	<b>Business Address</b>
<b>% Ownership</b> %	<b>% Ownership</b> %	<b>City</b> _____ <b>State</b> _____ <b>Zip</b> _____
<b>Home Address</b>	<b>Home Address</b>	<b>Contact</b>
<b>City</b> Naples	<b>City</b> _____ <b>State</b> _____ <b>Zip</b> _____	<b>Telephone</b>
<b>State</b> FL		<b>Telephone</b>
<b>Zip</b> 34117		<b>Telephone</b>
<b>Telephone</b> 239-353-1430	<b>Telephone</b>	<b>Account #</b>
<b>Social Security #</b>	<b>Social Security #</b>	
<b>Date of Birth</b> 12/26/1953	<b>Date of Birth</b>	
<b>Email Address</b> Dwight.brock@collierclerk.com	<b>Email Address</b>	

**Prior Bankruptcies?**  Yes  No  Business and/or  Personal **Date Discharged:** \_\_\_\_\_

**6. NATURE OF BUSINESS    7. TRANSACTION INFORMATION (see Section 9 American Express)**

**Business Type:**  Retail  Restaurant  Mail/Telephone Order  Internet  Lodging  Supermarket  Government  
 Petroleum  Utilities  Healthcare  Education  QSR  Charity/Non Profit  B2B  Other

<b>Requested Monthly Payment Card Volume</b>	<b>Card Present Swiped</b> _____ %	<b>Sales to Consumers</b> _____ %
<b>Requested Average Payment Card Ticket</b>	<b>Card Present Not Swiped</b> _____ %	<b>Sales to Business</b> _____ %
<b>Requested Highest Payment Card Ticket</b>	<b>MOTO</b> _____ %	<b>Sales to Govt.</b> _____ %
<b>Seasonal Merchant?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Internet (Ecommerce)</b> _____ %	<b>Days to Delivery</b> _____
<b>J F M A M J J A S O N D</b> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<b>Previous Processor</b>
<b>Description of products or services sold</b>		<b>Reason For Leaving</b>
<b>Payment of traffic citations</b>		
<b>Describe your return policy</b>		

**8. BANKING ACCOUNT INFORMATION**

<b>Deposit Bank Name</b> First Florida Integrity Bank	<b>Routing#</b> 067016325	<b>Account#</b> 1056530	<b>ACH Method:</b>
<b>Bank Address Location</b> 3560 Kraft Rd. Nales, FL 34105	<b>Bank Phone</b> 239-348-8000	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	<input type="checkbox"/> Combined <input checked="" type="checkbox"/> Individual

9. SERVICE ACCEPTANCE AND FEE SCHEDULE

Select all card types you wish to accept (See Section 1.9 of the Program Guide for details regarding limited acceptance)

Visa Credit     Visa Non-PIN Debit     MasterCard Credit     MasterCard Non-PIN Debit     Discover Network     American Express Credit     PIN Debit

Select V/MC/Discover Network Discount Plan: (Based on Gross Sales Volume)

Tiered Basic     Flat Rate

Pass Through I/C     Enhanced Recover Reduction (ERR)

Select PinDebit Discount Plan:

Pin Debit Network Fee Pass-through + \_\_\_\_\_ % Markup

Discount Payment Method:  Daily     Monthly

Assessments:  Included     Bill Separately  
(If Pass Through I/C - Assessments MUST Bill Separately)

Brand Fees:  Included     Bill Separately  
(If Pass Through I/C - Brand Fees MUST Bill Separately)

Discount Fees								
QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)
MasterCard			Visa			Discover Network		
Credit Qual	XXX	XXX	Credit Qual	XXX	XXX	Credit Qual	XXX	XXX
Credit Mid-Qual	XXX	XXX	Credit Mid-Qual	XXX	XXX	Credit Mid-Qual	XXX	XXX
Credit Non-Qual	XXX	XXX	Credit Non-Qual	XXX	XXX	Credit Non-Qual	XXX	XXX
CheckCard Qual	XXX	XXX	CheckCard Qual	XXX	XXX	CheckCard Qual	XXX	XXX
CheckCard Mid-Qual	XXX	XXX	CheckCard Mid-Qual	XXX	XXX	CheckCard Mid-Qual	XXX	XXX
CheckCard Non-Qual	XXX	XXX	CheckCard Non-Qual	XXX	XXX	CheckCard Non-Qual	XXX	XXX
Credit Pass Through I/C	0.08	XXX	Credit Pass Through I/C	0.08	XXX	Credit Pass Through I/C	0.08	XXX
CheckCard Pass Through I/C	0.08	XXX	CheckCard Pass Through I/C	0.08	XXX	CheckCard Pass Through I/C	0.08	XXX
ERR	XXX	XXX	ERR	XXX	XXX	ERR	XXX	XXX

Voyager

All applicable Association fees will be passed through to the merchant at the applicable costs assigned by the Association. Fees include, but are not limited to, Visa's APF, Misuse of Authorization Fee, Zero Floor Limit Fee, Acquirer ISA Fee, and MasterCard's NABU Fee, Acquirer Support Fee, Cross Border Fee, and Discover (SP, ISF, Data Usage) Fee, Amex Net Work Fee et al.

American Express

QUALIFICATION	DISC. FEE (%)	PER ITEM (\$)	OptBlue <sup>SM</sup> Monthly Card Volume	14,500.00	Amex Direct
Credit Qual	XXX	XXX	OptBlue <sup>SM</sup> Average Card Ticket	\$205.00	<input type="checkbox"/> Order New <input type="checkbox"/> Use Existing
Credit Mid-Qual	XXX	XXX	OptBlue <sup>SM</sup> Highest Card Ticket	\$2,000.00	CAP # _____
Credit Non-Qual	XXX	XXX	SE #	1090453325	Existing SE # _____
Credit Pass Through I/C	0.40	XXX	Select OptBlue <sup>SM</sup> Discount Plan:		Monthly flat fee of \$7.95 or Discount Rate may apply
ERR	XXX	XXX	<input type="checkbox"/> Tiered Basic <input type="checkbox"/> Flat Rate		
			<input checked="" type="checkbox"/> Pass Through I/C		
			<input type="checkbox"/> Enhanced Recover Reduction (ERR)		

Fee applies to all American Express Programs.

\*0.30% surcharge will be charged by American Express for transactions whenever a CNP or Card Not Present Charge occurs. CNP means a charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet). Note: The CNP Fee is applicable to transactions made on all American Express Cards, including Prepaid Cards.

An inbound fee of 0.40% will be applied on any charge made using a Card, including Prepaid Card, that was issued outside the United States (as used herein, the United States does not include Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions). This fee is applicable to all industries listed in Appendix B, except Education in the following categories: Sporting & Recreation Camps (MCC 7032), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8351).

Authorization Fees				Monthly Fees			
Visa/MC/Discover Network	0.08	Electronic AVS	.05	Monthly Minimum	10.00	Industry Compliance	XXXXX
Amex/Fleet/Other	0.08	Voice Authorization	1.00	Wireless Fee	XXXXX	Monthly Service Fee	XXXXX
Pin Debit Authorization	0.08	Voice AVS	3.00	PIN Debit Fee	XXX	Misc Monthly Fee	XXXXX
EBT Authorization	XXXX			Industry Non-Compliance	Up to \$14.95		

Miscellaneous Fees				MX Merchant Fees			
Sales Transaction Fee (All card types)	0. _____ (per item)	Chargeback Fee	15.00 (per occurrence)	MX Merchant Monthly Fee	5.00	MX Merchant Plan	<input checked="" type="checkbox"/> Reporting <input type="checkbox"/> Basic <input type="checkbox"/> Plus
Return Transaction Fee (All card types)	0. _____ (per item)	Retrieval Fee	7.50 (per occurrence)				<input type="checkbox"/> Premium <input type="checkbox"/> Enterprise
Batch Fee	0. _____ (per item)	Annual Fee	XXXXXX	MX Gateway Transaction Fee		Bill to	<input checked="" type="checkbox"/> Statement <input type="checkbox"/> Separate
ACH Reject Fee	25.00 (per occurrence)	Annual Fee Bill Month	XXXXXX				

In the event that this Agreement is terminated early, Merchant will be responsible for the payment of a 20% early termination fee in accordance with Part IV, Section A.3 of the Merchant Program Guide.

10. OTHER CARD TYPES

Accept EBT <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Accept EBT Cash Benefit <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Order Voyager <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Order Wright Express <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Must attach Wright Express application and Debranding letter with app copy)</small>	Order ACH/Check Services <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Must attach addendum with app copy)</small>  Order Gift Card <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Must attach addendum with app copy)</small>
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11a. EQUIPMENT / PROCESSING METHOD

Application Type <input type="checkbox"/> Retail <input type="checkbox"/> Retail w/ Tip <input type="checkbox"/> MOTO <input type="checkbox"/> Restaurant w/ Tip <input type="checkbox"/> Quick Serve Restaurant (no tip) <input type="checkbox"/> Hotel <input type="checkbox"/> Auto Rental														
Terminal Features		Yes		No		Yes		No		Yes		No		
Fraud Check (last 4-digits)		<input type="checkbox"/>		<input checked="" type="checkbox"/>		Purchasing Card		<input type="checkbox"/>		Invoice/Purchase Order #		<input type="checkbox"/>		
AVS + CVV2		<input checked="" type="checkbox"/>		<input type="checkbox"/>		Server/Clerk #		<input type="checkbox"/>		Auto Close <input type="checkbox"/> Y <input type="checkbox"/> N		If yes, time? _____		
IP Connection? <input type="checkbox"/> Yes <input type="checkbox"/> No						If yes, Terminal Serial _____			Special Requests (Multi-Mid, Dial 9, etc.) _____					
Wireless? <input type="checkbox"/> Yes <input type="checkbox"/> No						Wireless Info: MAN/Serial _____			SIM Card Number _____					
TYPE OF EQUIPMENT				PRODUCT NAME		QUANTITY		DEPLOYMENT						
Terminal <input type="checkbox"/>	Pinpad <input type="checkbox"/>	Printer <input type="checkbox"/>	VAR* <input type="checkbox"/>	TBD				Existing <input type="checkbox"/>	Agent <input type="checkbox"/>	New Order (attach order form) <input type="checkbox"/>				
Terminal <input type="checkbox"/>	Pinpad <input type="checkbox"/>	Printer <input type="checkbox"/>	VAR* <input type="checkbox"/>					Existing <input type="checkbox"/>	Agent <input type="checkbox"/>	New Order (attach order form) <input type="checkbox"/>				
Terminal <input type="checkbox"/>	Pinpad <input type="checkbox"/>	Printer <input type="checkbox"/>	VAR* <input type="checkbox"/>					Existing <input type="checkbox"/>	Agent <input type="checkbox"/>	New Order (attach order form) <input type="checkbox"/>				
Terminal <input type="checkbox"/>	Pinpad <input type="checkbox"/>	Printer <input type="checkbox"/>	VAR* <input type="checkbox"/>					Existing <input type="checkbox"/>	Agent <input type="checkbox"/>	New Order (attach order form) <input type="checkbox"/>				

**\*Manufacturer/product/version of PC/Internet Software** \_\_\_\_\_

Do you use any third party to store, process, or transmit cardholder data?  Yes  No

If yes, give name/address: \_\_\_\_\_

**ORDER LEASE**  Lease Company \_\_\_\_\_ Lease Term \_\_\_\_\_ Mos. Annual Tax Handling Fee \$10.20

Total Monthly Lease Charge \_\_\_\_\_ w/o taxes, lates fees, or other charges that may apply - See Lease Agreement for details.

This is a **NON-CANCELLABLE** lease for the full term indicated. Client's initials: \_\_\_\_\_

11b. CARD NOT PRESENT INFORMATION

If you process more than 39% of your bankcard transactions, or volume, without swiping and/or examining the credit card, please complete this section and provide the information requested.

- Please submit your Product catalog, brochures, promotional materials, a current price list, and a copy of your service agreement with card holder if applicable. If on the Internet, please include screen-prints of your website address if your site is not yet active.
- If Internet, please check your type of business:
 

<input type="checkbox"/> Web Hosting	<input type="checkbox"/> Domain Registration	<input type="checkbox"/> Web page Design	<input type="checkbox"/> Auction	<input type="checkbox"/> Internet Service Gateway
<input type="checkbox"/> Selling Digital Service	<input type="checkbox"/> Advertisement	<input type="checkbox"/> Selling Hard Goods	<input type="checkbox"/> Other: _____	

If using the Internet, list encryption method, vendor, and controls used to secure transaction information \_\_\_\_\_

- How will the product be advertised or promoted? \_\_\_\_\_
- Billing Methods (Check all that apply)
 

<input type="checkbox"/> Monthly - % _____	<input type="checkbox"/> Yearly - % _____	<input type="checkbox"/> Quarterly - % _____	<input type="checkbox"/> One Time - % _____	<input type="checkbox"/> Hourly - % _____
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- List the name(s) and address(es) of the vendor(s) from which supplies are purchased. \_\_\_\_\_
- Who performs product/service fulfillment? If direct from vendor, please provide Vendor Name, address and phone number in full: \_\_\_\_\_
- Please describe how a sale takes place from beginning of order until completion of fulfillment: \_\_\_\_\_

I have personally conducted a Site Inspection for this merchant, visually inspected the merchant's inventory (if applicable), verified the merchant's payment application is PABP (Payment Application Best Practices) validated (if applicable), and represent that the information in this merchant application is accurate, as to the best of my knowledge. I am subject to criminal penalties and/or financial losses for false or misleading information.

Sales Agent Name (printed) Jonathan Gabel Signature X \_\_\_\_\_

12b. Annotation

Individual Deposits, NDF , Auth Fee is as Agreed \$0.08 dial connection/ \$0.06 IP connection

13. SIGNATURES

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide (Version PPS1709) and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-13) and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 7, Transaction Information section and Section 9, American Express above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement. Client authorizes PRIORITY PAYMENT SYSTEMS ("PRIORITY") and Wells Fargo Bank, N.A. ("BANK") and their respective agents to investigate the references, statements and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies names in this Merchant Processing Application. Client authorizes PRIORITY and BANK and their respective agents (a) to procure information from any consumer reporting agency bearing his/her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and (b) to contact all previous employers, personal references and educational institutions. Each of the undersigned also authorizes us and our Affiliates to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received from all references, including banks and consumer reporting agencies. It is our policy to obtain certain information in order to verify your identity while processing your account application. If the Application is approved, each of the undersigned also authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement.

Client authorizes PRIORITY and BANK and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with the equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by PRIORITY and BANK.

Client's Business Principal / Officer

Signature X  Dwight E. Brock  Title  Clerk

Print Name of Signer  Dwight E. Brock  Date  8-11-15

Signature X \_\_\_\_\_ Title \_\_\_\_\_

Print Name of Signer \_\_\_\_\_ Date \_\_\_\_\_

Personal Guarantee: In exchange for PRIORITY and Wells Fargo Bank, N.A. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Personal Guarantee Signature X \_\_\_\_\_ Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Personal Guarantee Signature X \_\_\_\_\_ Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Accepted By Priority Payment Systems, LLC P.O. BOX 246, Alpharetta, GA 30009-0246

Wells Fargo Bank, NA, 1200 Montego Way, Walnut Creek, CA 94598

Signature X \_\_\_\_\_ Signature X \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



**PROCESSOR INFORMATION:** Name: Priority Payment Systems  
 Address: P.O. Box 246, Alpharetta, GA 30009-0246  
 URL: www.prioritypaymentsystems.com/manuals/PPS1709programguide.pdf Customer Service #: 1-800-935-5961

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

- Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by MasterCard, Visa and Discover. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 19 of the Program Guide).
- We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
- There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide.
- If you dispute any charge or funding,** you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing.
- The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 21, 28.7, 31.3, and 33.10 of the Card General Terms.
- We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 24, Term; Events of Default and Section 25, Reserve Account; Security Interest), under certain circumstances.
- By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
- The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information".
- If you lease equipment from Processor,** it is important that you review Section 1 in Third Party Agreements. Bank is not a party to this Agreement. **THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.**
- For questions regarding your Merchant Processing Application and Agreement, please contact Customer Service at 1-800-935-5961, and/or refer to Important Phone Numbers on the Additional Important Information Page, Part IV, Section A.5.**

#### 11. Card Organization Disclosure

##### Visa and MasterCard Member Bank Information: Wells Fargo Bank N.A.

The Bank's mailing address is 1200 Montego, Walnut Creek, CA 94598, and its phone number is (925) 746-4143.

##### Important Member Bank Responsibilities:

- The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a merchant.
- The Bank must be a principal (signer) to the Agreement.
- The Bank is responsible for educating merchants on pertinent Visa and MasterCard rules with which merchants must comply; but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the merchant.
- The Bank is responsible for all funds held in reserve that are derived from settlement.
- The Bank is the ultimate authority should a merchant have any problems with Visa or MasterCard products (however, Processor also will assist you with any such problems).

##### Important Merchant Responsibilities:

- Ensure compliance with Cardholder data security and storage requirements.
- Maintain fraud and Chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Card Organization Rules and applicable law and regulations.
- Retain a signed copy of this Disclosure Page.
- You may download "Visa Regulations" from Visa's website at: [http://usa.visa.com/merchants/operations/op\\_regulations.html](http://usa.visa.com/merchants/operations/op_regulations.html)
- You may download "MasterCard Regulations" from MasterCard's website at: <http://www.mastercard.com/us/merchant/support/rules.html>

Print Client's Business Legal Name: \_\_\_\_\_

By its signature below, Client acknowledges that it has received (either in person, by facsimile, or by electronic transmission) the Merchant Processing Application, Program Terms and Conditions [version PPS1709(a)] consisting of 42 pages [including this Confirmation Page and the applicable Third Party Agreement(s)].

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

Client understands that a copy of the Program Guide is also available for downloading from the Internet at:

[www.prioritypaymentsystems.com/manuals/PPS1709programguide.pdf](http://www.prioritypaymentsystems.com/manuals/PPS1709programguide.pdf)

**NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.**

#### Client's Business Principal:

Signature (Please sign below):

Dwight E. Brock \_\_\_\_\_ Title \_\_\_\_\_ Date 5-10-15  
Dwight E. Brock \_\_\_\_\_  
 Please Print Name of Signer

Collier County, Florida  
 Clerk of Courts  
 Online Payment Card Processing (Criminal Fines and Traffic Citations)  
 Fiscal Year 2017

	Gross Sales	Number of Transactions	Per Transaction Average	Amount of Refunds	Submitted Net Sales	Amount of Adj/Chargebacks
Oct-16	\$ 220,847.41	1,208	\$ 182.82	\$ (540.00)	\$ 220,307.41	\$ (281.00)
Nov-16	199,742.42	1,089	183.42	(1,412.00)	198,330.42	(477.15)
Dec-16	180,736.71	995	181.64	(2,167.00)	178,569.71	-
Jan-17	224,915.40	1,164	193.23	(280.00)	224,635.40	(191.00)
Feb-17	231,523.95	1,213	190.87	(416.00)	231,107.95	(118.00)
Mar-17	232,768.69	1,283	181.43	(1,100.00)	231,668.69	(681.00)
Apr-17	202,750.56	1,107	183.15	(897.00)	201,853.56	(205.00)
May-17	191,654.81	1,026	186.80	(511.00)	191,143.81	(265.00)
Jun-17	243,411.46	1,314	185.24	(1,150.50)	242,260.96	(1,051.00)
Jul-17	253,706.45	1,330	190.76	(566.00)	253,140.45	(205.00)
Aug-17	279,654.20	1,461	191.41	(1,685.00)	277,969.20	(608.00)
Sep-17	225,245.83	1,109	203.11	(607.00)	224,638.83	(1,841.00)
<b>Totals</b>	\$ 2,686,957.89	14,299		\$ (11,331.50)	\$ 2,675,626.39	\$ (5,923.15)