

When you use our service, you represent that you can legally enter into a contract, understand these terms, and agree to be bound by them.

If you are sending funds to an inmate, there may be limits on how much you can send, and how often you can deposit.  $\underline{A}$  deposit to an inmate account cannot be refunded once authorized.

We will answer questions about how your payment was made if you contact us by email or toll-free call. If you have questions about how a government agency determined what you owe, whether for bail, fines, taxes, fees, or any other obligation, you must ask the agency.

We respect your privacy and will protect your card information. To read our privacy policy, go to <a href="www.govpaynet.com">www.govpaynet.com</a> and click on "Privacy Policy."

If we have reason to believe you are not authorized to use the card you present we will not process your transaction.

We will not make your payment unless the issuer of our card authorizes us to do so. We accept Visa, MasterCard, American Express, and Discover brands **only**.

You will be told what your fee is for making your payment. You may cancel a payment before it is made and will not be charged a fee. Once a payment is made, the fee is not refundable.

The agency will determine how to apply your payment, not GovPayNet. **IF YOU ARE USING A CARD TO POST BAIL** court or jail staff can explain the local bail laws and rules if you have questions about what happens to money you post, or you may contact an attorney.

If you believe a payment made using your card through GovPayNet was not a payment you made or authorized, contact the issuer of your card first. GovPayNet handles claims about unauthorized payments referred to us by card issuers during our business hours of 8:00 AM to 5:00 PM, ET, Monday through Friday, except for holidays. We do not accept liability for claims more than one year after the date of payment.

GOVPAYNET'S ONLY OBLIGATION TO YOU IS TO MAKE PAYMENTS TO AGENCIES YOU HAVE IDENTIFIED TO US THROUGH YOUR USE OF THE SERVICE IN THE AMOUNTS THAT YOUR CARD

ISSUER AUTHORIZES. WE PROVIDE OUR SERVICES ON AN AS-IS, AS-AVAILABLE BASIS. GOVPAYNET MAKES NO WARRANTIES THAT ALL OR ANY PART OF THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. GOVPAYNET SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES YOU BELIEVE YOU HAVE SUFFERED OR INCURRED AS A RESULT OF GOVPAYNET'S SERVICES.

Processing your payment correctly through GovPayNet depends on you giving us accurate information about your payment and the agency you are paying. You can get help to do this at <a href="https://www.govpaynow.com">www.govpaynow.com</a>.

If your payment is authorized, it will usually take two business days for the actual funds to be electronically deposited with the agency. If the agency has asked us to send funds by check, it will take longer. Weekends and holidays also affect payment timing.

These terms for using the GovPayNet service apply to you and you cannot transfer your responsibility to follow them to another person. Our terms are the entire agreement between you and GovPayNet. GovPayNet may amend these terms at any time. If a court decides any term is not enforceable, the rest of the terms still apply. Our service is provided through staff and resources in the State of Indiana and our accepting the information you provide does not result in personal jurisdiction for any purposes over GovPayNet anywhere outside of Indiana. Indiana's internal laws govern these terms. Any suit brought against GovPayNet may only be filed in state or federal court in Marion County, Indiana. Fraudulent card use is a criminal offense.

GOVPAYNET DOES NOT PROVIDE LEGAL ADVICE AND IS NOT A SUBSTITUTE FOR CONTACTING AN ATTORNEY IF YOU HAVE LEGAL QUESTIONS ABOUT THE OBLIGATION YOU ARE PAYING.