



E-Pay Agreement

As a condition of participation in the Office of the Illinois State Treasurer's ("Treasurer") Electronic Payment Services Program ("E-Pay"), the Participant, as defined below, agrees to the terms and conditions set forth in this E-Pay Agreement ("Agreement")

1. Proper Usage – The Participant certifies the following: a) Participant is a public agency, as defined by 15 ILCS 505/17; b) Participant will only allow custodians of public funds for public agencies, as defined by 15 ILCS 505/17, to use E-Pay; and c) Participant will use E-Pay to only accept public funds, as defined by 15 ILCS 505/17;
2. Changes to the Terms and Conditions or Services – The Treasurer may modify these terms and conditions or the E-Pay services at any time by reasonable notice, including without limitation, by posting such modifications on the Treasurer's website at www.illinoisepay.com. The amended terms and conditions shall be binding upon the Participant. The Participant's acceptance of service modifications shall be evidenced by Participant's continued use of E-Pay;
3. Current Information – The Participant shall keep the information on the E-Pay enrollment form current with the Treasurer, by providing the Treasurer any updates via the online portal or the information change form. Participants must submit such changes to the Treasurer a maximum of five (5) business days after the change of information. The Treasurer is not liable for any errors or issues caused by outdated or incorrect information provided by the Participant;
4. Use of Information – The Participant acknowledges that the vendors with whom the Treasurer has contracted to provide E-Pay services and their subcontractors (collectively, the "E-Pay Vendors") shall collect the name and contact information of any user who utilizes E-Pay ("Constituent") and submit it to the Treasurer. The Treasurer may use the Constituent's name and contact information ("Personal Information") for marketing purposes, unless the Constituent opts out of receiving marketing materials from the Treasurer;
5. Recipients – Before permitting any person or entity that receives public funds on behalf of the Participant ("Recipient") to receive such funds via E-Pay, the Participant must first provide the Treasurer written or electronic notice of the Recipient. In addition, the Participant shall require its Recipients to abide by these terms and conditions to the extent applicable;
6. Payment Card Industry Compliance – The Participant shall be responsible for the security of all of the data that it collects, stores, and/or transmits during the payment process. Also, as a merchant accepting credit card payments, the Participant agrees to comply with the Payment Card Industry ("PCI") Data Security Standards ("DSS") and accepts all liability associated with PCI DSS compliance, including any fines or fees for compliance lapses or breach events, as required by the credit card brands. During enrollment and/or any time thereafter, the Treasurer may require a Participant to provide the Treasurer a copy of the Participant's PCI compliance certification(s). Notwithstanding Section 10 of this agreement, in the event the Treasurer does not receive such certification(s) within thirty (30) days of the request, the Treasurer reserves the right to immediately deny, freeze, or terminate any or all E-Pay services.
7. Hold Harmless – The Participant shall hold the Treasurer harmless in connection with E-Pay. The Treasurer assumes no liability for any acts or omissions of the Participant, the E-Pay Vendors, Constituents, or any other third parties.

8. Point-of-Sale Equipment – In the event that the Participant elects to use point-of-sale (“POS”) equipment, the Participant shall be responsible for the proper use, storage, and disposal of such equipment, even if the equipment is being utilized by a Recipient.

9. E-Pay Processor – In order to enroll Participants and provide E-Pay services, the Participant permits the Treasurer to share the Participant’s information with the E-Pay Vendors. The Participant also permits the Treasurer to access the Participant’s information on the E-Pay processor’s enrollment and reporting portal and work with the E-Pay processor to provide the Participant E-Pay services;

10. Settlement Banks – The Participant permits the Treasurer and E-Pay Vendors to access Participant’s settlement account information and work with Participant’s settlement bank to provide the Participant E-Pay services, if the settlement bank is an E-Pay Vendor. In the event that the Participant uses a settlement bank that is not an E-Pay Vendor, then the Participant shall act as a liaison between the Treasurer and the Participant’s settlement bank to provide the Treasurer with the information it needs to provide E-Pay services;

11. Third-Party Vendors – Before allowing any third-party vendor and its subcontractors (collectively, the “Third-Party Vendor”) to facilitate payments through the E-Pay Vendors for the Participant, the Participant must first provide the Treasurer written or electronic notice of the Third-Party Vendor. In addition, the Participant shall require its Third Party Vendors to adhere to these terms and conditions to the extent applicable; and

12. Grounds for Closure - The Treasurer reserves the right to freeze and/or terminate any or all of the Participant’s E-Pay services for failure to comply with these terms and conditions. The Treasurer also reserves the right to close any Participant processing merchant ID that is inactive for a period of twelve (12) months or more. Prior to freezing or terminating any services, the Treasurer will provide a minimum of thirty (30) days’ notice of the intent to freeze or terminate that identifies the grounds for such action. If satisfactory remedial action is not taken by the Participant and/or its Recipients, if applicable, within the notice period, then the Treasurer will freeze or terminate the service(s), depending upon the type of notice given. Notwithstanding anything to the contrary in this Section, the Treasurer may freeze any or all of the Participant’s E-Pay services without notice if there is illegal, or suspected illegal, use of the E-Pay services; use of the E-Pay services that is unauthorized by the Participant, or suspected to be so unauthorized; or any reason that E-Pay services cannot be provided through no fault of the Treasurer’s (e.g., problems with the settlement bank). Failure by the Treasurer to freeze or terminate services in one instance does not waive the Treasurer’s right to freeze or terminate services in subsequent instances.

By the signature of Participant’s duly authorized representative below, the Participant hereby certifies that it has read and understands this E-Pay Agreement and agrees to be bound by its terms.

Principal’s Signature

Date

Principal’s Name

Principal’s Title

Participant