

# nCourt™

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Date: January 7, 2013

City of Fife  
3737 Pacific Hwy. East  
Fife, WA 98424

As requested, this letter agreement ("Agreement") with the City of Fife sets forth our mutual understanding of the terms and conditions pertaining to nCourt LLC providing the City of Fife with an online payment program.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. nCourt LLC ("nCourt") is a government services technology company that, among other things, provides software that permits citizens to pay their financial obligations on-line with a credit or debit card (the "Program").
2. nCourt shall build, host and maintain an Electronic Home Monitoring (EHM) -specific website(s) for the City of Fife with the website: [www.fifeehm.com](http://www.fifeehm.com) (if desired). This website shall be separate from the Fife Municipal Court website.
3. All costs for development, hosting, application, processing, customer service and merchant fees related to the Program are underwritten by a 'user fee' included in the payment transaction. The City of Fife does have the option to convert to a government-paid fee at a later date.
4. There is no cost to the city for the implementation and operation of the Program.
5. When a payment is authorized, nCourt will provide e-mail notification to the city by e-mail. City employees will update the billing system with payment information upon the email notification by nCourt.
6. The payer holder will be simultaneously advised that the transaction has been completed.
7. Payments are deposited daily into a custodial account and transferred by check or ACH Electronic Transfer to the City of Fife on a predetermined basis. The payment will be accompanied by a reconciliation detailing the paid citations/bills included. Any money transfer fees will be absorbed by nCourt.
8. nCourt guarantees to the City of Fife all fees collected, regardless of any charge back issues.
9. Upon notification of a change in any payment amount which has not yet been entered into the court's database (and therefore is not in the nCourt system), nCourt will take necessary action to secure the additional funds or refund an overpayment.
10. nCourt shall provide a toll-free telephonic customer service function to ensure that members of the public utilizing the Program have a satisfactory experience that does not require the technological assistance of city personnel.

103 Springfield Center Drive, Suite 100 ■ Woodstock, GA 30188 ■ (770) 516-4919 ■ (800) 701-8560  
500 East 85<sup>th</sup> Street, #11H ■ New York, NY 10028 ■ (212) 472-8538

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11. In order to ensure high utilization of the Program and thereby further streamline payment processing, nCourt asks that the website address shall be printed on all invoices and statements. Links from other city websites will also be explored. Additionally, city administrative staff should routinely advise telephone callers of the court's website(s) which should create greater utilization and reduce telephone inquiries to the court.
12. The disclaimer language to appear on the website is contained in Appendix A, attached hereto.
13. This Agreement may be terminated by the City of Fife at will.
14. This Agreement represents the final agreement of the parties. No amendment or modification of this Agreement shall be valid or binding upon either party unless made in writing and signed by the party against whom it is to be enforced.
15. This Agreement has been executed and delivered in the State of Georgia, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the applicable provisions of the laws of the State of Georgia without giving credence to the conflicts of law provisions thereof.
16. The parties acknowledge that they have executed this Agreement as of the date and year first above written.

Sincerely,

nCourt LLC

By: 

Agreed and Accepted:

City of Fife  
David K. Zabell, City Manager

By: 



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## APPENDIX A

### Terms Agreement

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**To continue to pay this payment you must accept the following TERMS OF USE. Please read and understand, completely, the following terms and press the "ACCEPT TERMS" button to continue to payment or press the "DECLINE TERMS" button to return back to the previous screen.**

#### **Disclaimer and Limitation of Liability**

The systems in place for automated processing of information from this site have been tested thoroughly and are subject to multiple levels of backup, confirmation and security. By using this process the User understands that errors may occur just as errors can occur with human processing of information. By using this service you agree that this is voluntary and you (the User) understand that the service fee added to the payment will be paid to the processing company for merchant services, credit card transaction fees, web hosting, administration and other costs and expenses and no part of the convenience fee directly benefits the government agency, or any employee thereof, in any way.

To every extent possible, identifying private information will not be distributed in any way over the Internet and there will be absolutely no commercial dissemination of private information.

Participation in this process requires that you electronically verify your signature through an online banking or credit card transaction. By doing so you understand and agree that you are above the age of eighteen and competent to contract in Georgia. If you do not agree with this, do not use the electronic process to satisfy your payment obligation.

**By providing your name and credit card number, you signify that you are above the age of 18, and that you verify your identity and consent to the processing of the online processing of this payment to the extent allowed by law.**

The following submission process uses Secure Sockets Layer (SSL) encryption to virtually eliminate the possibility of unauthorized access to your private information while it is transferred across the Internet. Your personal data is not stored in computers administered by the payment processor (nCourt LLC). However, by submitting this information electronically you are acknowledging that neither the government agency or nCourt assumes any liability for data submitted via this Internet platform.

Please indicate your consent to these terms by pressing the I Agree button.

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