

AMERICAN EXPRESS® CARD ACCEPTANCE



Hamer Enterprises is proud to offer the acceptance of American Express to the Sponsored Merchant, HIDALGO CO TAX OFFICE, through its sister company **Easy Access, Inc.**, as the **Payment Facilitator**.

Whereas, the **Payment Facilitator** and Sponsored Merchant wish to enter into an agreement for the acceptance of American Express Cards, in order to provide its clients with the ability to use American Express as a payment method and as such; the agreement shall provide for the convenience of processing such card payments in addition to any other payment types accepted by the Sponsored Merchant. Furthermore, Easy Access, Inc. looks forward to working with the Sponsored Merchant to ensure the ease of use of all payment methods and appreciates the opportunity the Sponsored Merchant has given to Easy Access, Inc. in order to enable the acceptance of American Express.

- 1. American Express Compliance.** The Sponsored Merchant agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide and may be amended from time to time by American Express.
- 2. Transaction submission.** The Sponsored Merchant, agrees and authorizes Easy Access, Inc., the **Payment Facilitator** to submit transactions on behalf of the Sponsored Merchant. Such transactions shall be those transactions initiated by the Sponsored Merchant for authorization and settlement. All settlements shall be settled by American Express to the **Payment Facilitator**. It shall be the responsibility of **Payment Facilitator** to settle funds to Sponsored Merchant.
- 3. Disclosure of data.** The Sponsored Merchant understands that the **Payment Facilitator** shall collect and disclose Transaction Data, Merchant Data and other required information necessary to facilitate processing of transactions, reporting and settlement and expressly consents that American Express shall use such data to perform its responsibilities in connection with the processing of Cards, promote the American Express Network, perform analytics, create reports and for any other lawful business purpose without limitation for commercial marketing communications purposes within the parameters of this Agreement.

AMERICAN EXPRESS® CARD ACCEPTANCE



4. **Quality of data.** The Sponsored Merchant shall work with the **Payment Facilitator** to ensure quality of data used to process transactions accurately and completely and such data shall meet the American Express technical requirements. If such data fails to meet the minimum requirements, in order to process the transaction accurately, the **Payment Facilitator** shall decline to Sponsored Merchant process such transactions and shall provide guidance to the Sponsored Merchant in order to correct any data deficiencies, in a timely manner.
5. **Data Security.** The Sponsored Merchant agree to comply with the data security requirements of both American Express and PCI DSS as it relates to the protection of personal data and its collection and use thereof. **Payment Facilitator** agrees to assist the Sponsored Merchant with its efforts to ensure compliance. Such compliance includes the reporting of any instances of a Data Incident to the proper authorities.
6. **Marketing.** The Sponsored Merchant opts out of receiving future commercial marketing communications from American Express. The Sponsored Merchant understands that it may continue to receive marketing communications while American Express updates its records to reflect its choice. Opting out of commercial marketing communications will not preclude the Sponsored Merchant from receiving important transactional or relationship messages from American Express.
7. **Conversion.** Sponsored Merchant acknowledges that it may be converted from Easy Access, Inc., as the **Payment Facilitator**, to a direct Card acceptance relationship with American Express if and when it becomes a High CV Sponsored Merchant as defined by American Express and as a result of the conversion, Sponsored Merchant agrees to be bound by the then-current Card Acceptance Agreement from American Express and American Express shall have the right to set pricing and other fees payable by Sponsored Merchant for Card Acceptance.
8. **Opting out.** The Sponsored Merchant shall have the right to opt out, at any time, from accepting American Express cards without penalty and without directly or indirectly affecting its rights to accept Other Payment Brands and Products.

AMERICAN EXPRESS® CARD ACCEPTANCE



- 9. Processing Restrictions.** The Sponsored Merchant, The Sponsored Merchant is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party. Sponsored Merchant agrees that all indebtedness arising from Charges will be for bona fide sales of goods and/or services and shall be free of liens, claims, and encumbrances other than ordinary sales taxes. The Sponsored Merchant may sell or assign future transaction receivables to **Payment Facilitator** or any other cash advance funding source that partners with Easy Access, Inc. or its affiliated entities, without the consent of American Express.
- 10. Termination.** American Express or Easy Access, Inc. shall have the right to terminate the acceptance of American Express card transactions if it breaches any of the provisions in this Agreement or within the American Express Merchant Operating Guide. Additionally, immediate termination may occur for cause or fraudulent activity or by American Express. In the event of a termination, the Sponsored Merchant shall remove all American Express Licensed Marks wherever they may be displayed including on any website.
- 11. Refund Policy.** The Sponsored Merchant must provide a refund policy which is at least as favorable as its refund policy for purchases on any other Payment Platforms or products. Such refund policy must be disclosed to Card members at the time of purchase and in compliance with any applicable law.
- 12. Third Party Beneficiary Rights.**
- a. The Sponsored Merchant confers on American Express the beneficiary rights, but not obligations, to the Sponsored Merchant's Agreement and subsequent addendums (collectively the "Agreement") between Sponsored Merchant and Easy Access, Inc. and, as such, American Express has the express right to enforce the terms of the Agreement against the Sponsored Merchant.
 - b. The Sponsored Merchant warrants that it does not hold third party beneficiary rights to any agreements between Easy Access, Inc. and American Express and at no time will attempt to enforce any such agreements against American Express.
- 13. American Express Liability.** SPONSORED MERCHANT, THE SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL



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AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

CLIENT:
Hidalgo County Tax Office

Received and Accepted by

Paul Villarreal

Printed

Tax Assessor Collector

Title

Date