
MEMO

APPROVED
06/01/2021



DATE: May 24, 2021
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Worldnet TPS Inc.

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the Tulsa County Building Operations department and Worldnet TPS Inc. for credit and debit card transaction processing for the parking access system at the Tulsa County Headquarters Building located at 218 W. 6th St., Tulsa, Oklahoma 74119 as further described in the attached.

This agreement is respectfully submitted for your approval and execution.

MME / mlb

SUBMITTED FOR: The June 1, 2021 BOCC meeting agenda.

CMF# 20211094

WORLDNET MERCHANT AGREEMENT

CMF# 20211094

AGREEMENT

APPROVED
06/01/2021

This Agreement, dated effective 5/6/2021 (this "Agreement"), is made and entered into by and among Tulsa County (the "Customer"), whose registered address is at 218 W. 6th St., 9th Floor, Tulsa, Oklahoma 74119 United States of America and Worldnet TPS Inc., a Company incorporated under the laws of the United States of America (Federal Tax ID No. 823-096-775), whose office is at 11 555 Medlock Bridge Road, Duluth, GA 30097, United States of America ("**Worldnet**").

WHEREAS

Worldnet and the Customer have agreed to enter into this Agreement to set out the basis on which Worldnet shall provide the Services & Products referred to in Schedule 1 to the Customer, all in accordance with the Standard Supply Terms outlined in the terms and conditions of this Agreement.

ARTICLE 1

SCHEDULE OF SERVICES AND PRODUCTS TO BE SUPPLIED BY

WORLDNET

1.1 SERVICES.

The Payment processing and associated products and services to be supplied by Worldnet under the terms of this agreement are detailed in Schedule 1.

ARTICLE 2

FEES AND CHARGES

2.1 A detailed breakdown of Fees and Charges is contained in Schedule 1 attached. Fees and charges exclude any applicable state or local taxes.

2.2 PRICE INCREASES

CMF# 20211094

Worldnet shall have the right to increase its prices and rates as agreed between the parties in writing

ARTICLE 3

Worldnet TPS MERCHANT SERVICES

3.1 VIRTUAL TERMINAL OR PAYMENT PAGE SERVICE

Worldnet shall process each payment transaction from the Customer and shall provide a response in the format and timescales set out in its technical documentation as supplied to the Customer from time to time. For the purposes of this Service Description, a 'Payment Transaction' means a single enquire regarding the purchase of goods and or services from a customer of the Customer requesting authorisation, settlement, sale, refund or any other current or future transaction type supported between Worldnet and an Acquiring Bank or authorised processor.

3.2 MERCHANT SELFCARE SERVICES

Worldnet will provide the Customer with Web based access to the Worldnet Merchant SelfCare Application.

3.3 WORLDNET MOBILE PAYMENTS

Worldnet will provide a Mobile Payment application compatible with a range of mobile phones and smart tablets with a Bluetooth interface for a hand-held EMV card reader device to enable secure Chip and PIN transaction processing.

3.3.1

The EMV Card-reader device will be provided by Worldnet on a rental basis (see Schedule 1- Fees and Charges) for the duration of the Merchant Agreement. In such instances the EMV Card-reader device remains the property of Worldnet. In the event of the EMV Card-reader device being damaged, lost or stolen, a replacement device will be provided, and a replacement fee will be applied.

3.3.2

A minimum contract period of 12 months, subject to Customer's governing body making adequate annual fiscal appropriations, be applied for Worldnet Mobile Payment facilities. In the event of cancellation of the Merchant Agreement by the Merchant within the minimum 12-month period, despite anything in this Agreement to the contrary, no cancellation fee will be applied. (See Schedule 1 – Fees and Charges).

3.3.3

The EMV Card-reader device(s) must be returned to Worldnet following completion of the Merchant Agreement period. Failure to return the EMV Card-reader (s) will result in the application of a replacement charge (see Schedule 1 – Fees and Charges).

ARTICLE 4

PAYMENT

4.1 DUE DATE OF PAYMENT

The Customer will pay for the Services within 30 days of the date of the monthly invoice provided by Worldnet. Failure to make payment by the due dates may result in a suspension of Services until such time as due payment is received.

ARTICLE 5

LIMITATION OF LIABILITY

5.1 EXCLUSIONS

Worldnet will not be liable for any damages resulting from loss of data or use, loss of revenue, lost profits, loss of anticipated savings, nor for any damages that are indirect or secondary consequences of any act or omission of Worldnet, save and except for Worldnet's negligence, reckless or willful misconduct.

5.2 MAXIMUM LIABILITY

Notwithstanding the above, Worldnet's maximum liability to the other party for any cause whatsoever (whether in the form of the additional cost of remedial services or otherwise) will be for direct costs and damages only, and will be limited to a sum equivalent to the price paid to Worldnet for the products or services that are the subject of Customer's claim, in the prior twelve month period.

ARTICLE 6

TERM AND TERMINATIONS

6.1 EFFECTIVE DATE

All agreements governed by these terms and conditions shall be effective once the Agreement has been signed by both parties and shall remain in effect as indicated in Clause 6.2 ("Term of Agreement").

6.2 TERM OF AGREEMENT

6.2 TERM OF AGREEMENT

The term of this agreement is 3 years from the date of completion of this Agreement, unless earlier terminated in accordance with the terms of this Agreement subject to Customer's governing body making adequate annual fiscal appropriations.

6.3 TERMINATION

Where an acquiring bank or authorised processor gives written notice to either party to terminate the acquiring bank or authorised processors role in the connection, then this Agreement shall terminate forthwith.

6.4 TERMINATION BY WORLDNET

In circumstances other than breach of agreement or withdrawal of Acquirer services, Worldnet will give the Customer 60 days prior written notice to terminate.

6.5 TERMINATION BY CUSTOMER

The Customer will give Worldnet TPS Inc. 30 days prior written notice to terminate and is liable for any fees that are due for that 30 day period.

6.6 TERMINATION FOR BREACH

If either party is in breach of any of its material obligations under these terms and conditions, and such failure is not remedied within 28 days after written notice to remedy, the other party may terminate this Agreement.

ARTICLE 7

CONFIDENTIALITY

7.1 CONFIDENTIALITY

Each party undertakes that for a twelve-month period from the date of disclosure it will treat the other party's information marked 'confidential' or which from its very nature is obviously confidential with the same degree of care as it employs with regard to its own confidential information of a like nature and in any event in accordance with best current commercial security practices. To the extent any information received by Customer from Worldnet is excepted from the public disclosure requirements set forth in the Oklahoma Open Records Act, 51 OS 24A.1, et seq. or applicable law,

7.2 LIMIT ON DISCLOSURE

Provided that it is not in breach of the confidentiality obligations set out above, Worldnet may refer to and publicise its involvement in any project subject to the prior approval of Customer such approval not to be unreasonably withheld or delayed.

7.4 DATA PROTECTION

Worldnet is committed to protecting and respecting your privacy and will only use your personal information as outlined in our [Privacy and Data Protection Policy](#).

ARTICLE 8

GENERAL PROVISIONS

8.1 FORCE MAJEURE

Worldnet TPS Inc. is not responsible for delay or failure to perform due to causes beyond its reasonable control, including but not limited to, fire, flood, act of God or insolvency of subcontractors or suppliers or inability to obtain products, licences or services from third party suppliers.

8.2 ASSIGNMENT

Except in the case of corporate reconstruction or amalgamation either party may not assign or transfer the entirety of its rights or obligations under this Agreement without prior written consent of the other, such consent not to be unreasonably withheld, but Worldnet may with the prior written consent of the Customer subcontract any part of a project to such specialised software or services providers as it shall in its absolute discretion deem necessary or desirable.

8.3 AMENDMENTS

All amendments to the Agreement shall be in writing and signed by a director of each of the parties.

8.4 RELATIONSHIP BETWEEN PARTIES

Neither party is authorised to hold itself out as the agent, partner or representative of the other, or to enter into any binding commitment on behalf of the other.

8.5 JURISDICTION

This Agreement and all matters arising from it and any dispute resolutions referred to above shall be governed by and construed in accordance with the laws of the state of Delaware notwithstanding the conflict of law provisions and other mandatory legal provisions.

ARTICLE 9

Worldnet Support Service Level Agreement

For the purposes of these Service Level Agreement clauses the following terms shall, unless they are inconsistent with the context, have the following meanings:

- “Business Day” means the Office Hours during any day (other than a Saturday or Sunday) when banks are open for the transaction of normal banking business in the Republic of Ireland and /or the United States.
- “Office Hours” means 09:00 to 17:30 during Business Days.

9.1 HOSTED SYSTEMS

Worldnet will be responsible for all systems hosted on Worldnet servers and Data Centers that are within its control. This includes:

- The Worldnet Payment Gateway transaction switching servers and any other transaction-based systems
- Network connectivity between the Worldnet servers, and the external payments environment.
- Worldnet provided Merchant management & administration tools and reporting subsystems.

Worldnet is not responsible for service levels of the Acquiring Bank or any other authorised processor’s networks or any other third party such as an ISP or other payment service providers.

9.2 CONTACT DETAILS

WORLDNET SUPPORT CENTRE	OFFICE HOURS	EMAIL OR PHONE
United States of America	09:00 - 17.30 During Business Days: Monday to Friday	Email: support@worldnettps.com or Phone: +1 470 372 1601

SCHEDULE OF FEES

Schedule 1 (Prices exclude applicable taxes) Fees Paid by Customer	PRICE
Secure Card fee (per transaction), Stored card details for recurring transactions	\$0.02
Per Device/per Location fee (monthly)	\$3
Credit / Debit Card Transaction Processing fee (per transaction)	\$0.045
Card Processing Fees	Interchange + .20% *

JGR
5/21/2021

* Both the Transaction Processing Fee and Card Processing Fee to be paid by Customer's customer.

REQUIRED INFORMATION

WORLDNET ACCOUNT INFORMATION

What is the full name of the person who will administer your account?*

PATTI FARRAR

What is the email address of the person who will administer your account?*

PFARRAR@TULSACOUNTY.ORG

What is the Administrator's contact number?*

918-596-5502

What email address would you like us to send our invoices to?*

PARKING@TULSACOUNTY.ORG

What email address would you like us to send a notification to when a transaction is performed?*

PARKING@TULSACOUNTY.ORG

Would you like to Automatically or Manually assign Order ID numbers to your transactions?*

AUTOMATICALLY

ECOMMERCE ACCOUNT INFORMATION

Please provide your website address ONLY if you are looking to take payments through your website

Please provide the name of the person managing this integration

Please provide the email address of the person managing this integration

BASIC INFORMATION FORM

BANKING INFORMATION

Federal Tax ID Number*

73-6006419

Bank Account Name*

Building Ops CC Payments

Bank Account Number*

[REDACTED]

Bank Account Type (Please put in either CHECKING or SAVINGS Account)*

DDA (DEMAND DEPOSIT ACCOUNT)

Name of Financial Institution*

BANK OF OKLAHOMA

Financial Institution Branch*

NO BRANCH, CORPORATE ACCOUNT ONLY

Financial Institution Routing Number (ABA Routing Number)*

103900036

*Required fields

Worldnet is committed to protecting and respecting your privacy, and we'll only use your personal information to administer your account and to provide the products and services you requested from us. By signing this agreement you have read and agreed to the Worldnet Merchant Agreement in its entirety, including the pricing for the products and services provided and consent to allow Worldnet Payments to store and process the information submitted above in a GDPR compliant manner to provide you with the content requested. By signing this Agreement you authorize Worldnet and the Financial Institution named above to initiate entries to your checking/savings account. This authority will remain in effect until you notify Worldnet in writing to cancel it in such time as to afford the financial institution a reasonable opportunity to act on it. You can stop payment of any entry by notifying your financial institution 3 days before your account is charged.

SIGNATURE



SIGNATURE
Stan Sallee

A handwritten signature in cursive script that reads "Stan Sallee".

Stan Sallee, Tulsa County
Chairperson, Board of County
Commissioners of the County of
Tulsa

Approved as to form:

James G. Rea Digitally signed by James G. Rea
Date: 2021.05.21 18:08:15 -05'00'

Assistant District Attorney

Attest:

A handwritten signature in cursive script that reads "Michael Willis".



Michael Willis, County Clerk

Bill Widis

Bill Widis,
Worldnet Payments

May 06, 2021