

Exhibit C

PayPal Processing Services Agreement

This PayPal Processing Services Agreement (this "Agreement") is between PayPal, a Delaware corporation whose address is 2211 North First Street, San Jose, CA 95131 and you, the entity who enters into this Agreement, and governs your use of the services provided by PayPal on or through Invoice Cloud ("Invoice Cloud") to enable you to accept bill payments from your customers. This Agreement is effective as of the date you accept this Agreement in writing or online. You agree to the terms and conditions of this Agreement. You agree that PayPal may amend this agreement by arranging with Invoice Cloud to provide you with notice of amended terms and by posting a revised version on our website. You appoint Invoice Cloud as your agent for purposes of receiving notice of amendments to this Agreement and your use of the Services after the effective date of the posted amendment shall constitute acceptance of such amendment.

This Agreement includes and incorporates by reference the Commercial Entity Agreements which are required by the card networks so that you may accept [Visa and MasterCard](#) and Discover card payments.

1. PayPal Processing Services. "PayPal Processing Services" or the "Services" means the payment processing services offered by PayPal and solely through Invoice Cloud which provide you with the ability to accept PayPal payments, ACH/E-Check, credit cards, debit cards and other payment types for bill payments from your customers, as applicable per your agreement with Invoice Cloud.

2. Invoice Cloud Services. Invoice Cloud may provide certain services to you in relation to the PayPal Processing Services, including pricing for the services. The services provided by Invoice Cloud are governed by your agreement with Invoice Cloud and are not provided by PayPal.

3. Indirect Processing Transaction Volume. "Indirect Processing Transaction Volume" refers to funds from payments processed by payment processing services other than PayPal, in each case under a direct agreement you and Invoice Cloud have with each such third party payment processing service provider and which you have instructed to settle funds to PayPal on your behalf.

Settlement Account and Payouts. PayPal will arrange to settle payment processing funds including Indirect Processing Transaction Volume to the bank account that you designate to Invoice Cloud and as provided to us by Invoice Cloud (the "Settlement Account") and on a schedule communicated to us by Invoice Cloud, net of any amounts owed to Invoice Cloud (including for fees and/or invalidated payments (described below)). You agree that we may debit your Settlement Account for the applicable amounts, and/or setoff the applicable amounts against future payouts. Payouts to your Settlement Account, including timing thereof, will be in accordance with terms and conditions established by, and communicated to you by, Invoice Cloud.

4. Compliance with Applicable Laws. You must use the Services in a lawful manner, and must obey all laws, rules, and regulations ("Laws") applicable to your use of the Services and to transactions and comply with any rule, guideline, or bylaw of any of the card networks (e.g., Visa, Mastercard, American Express and Discover) or of the Platform.

5. Liability for Invalidated Payments. You are liable for all claims, expenses, fines and liabilities we incur arising out of: a. chargeback, refund, over-payment, payment error, or other invalidated payment you cause ("Invalidated Payment"); b. any error, negligence, misconduct or fraud by you, your employees, or someone acting on your behalf; and c. any losses resulting from your failure to comply with the terms of this Agreement, or your usage of the PayPal Processing Services. Notwithstanding any other provision in this Agreement, PayPal is not liable for any losses resulting from the settlement and payout of the Indirect Processing Transaction Volume in accordance with Invoice Cloud's direction.

6. Taxes. You are solely responsible for and obligated to pay any and all taxes, fees and other charges imposed by any governmental authority ("Taxes"), including any value added tax, goods and services tax, provincial sales tax and/or harmonized sales tax on the Services provided under this Agreement. If you are tax-exempt, you may be asked to provide us with an original certificate, or other evidence of tax exemption, that satisfies applicable legal requirements attesting to your tax-exempt status

7. Term and Termination. The term of this Agreement shall commence as of the earlier of the date you accept this Agreement online or you begin using the PayPal Processing Services through Invoice Cloud and shall continue for as long as you are enabled to use the PayPal Processing Services through InvoiceCloud. After permitted termination by either party, you shall no longer have access to, and shall cease all use of the PayPal Processing Services. Any termination of this Agreement does not relieve you of any obligations to pay any fees, costs, penalties, chargebacks or any other amounts owed by you to us as provided under this Agreement, whether accrued prior to or after termination.

8. Notices. Any notices required by this Agreement will be provided to you by Invoice Cloud on our behalf. Electronic notices and disclosures will have the same meaning and effect as if we had provided you with a paper copy. Any notices to PayPal shall be considered valid only if sent by postal mail to PayPal, Inc., Attn: Legal Department, 2211 North First Street, San Jose, CA 95131.

Governing Law and Venue. The laws of the State of California, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between the parties. The parties agree that any dispute arising from this Agreement will be resolved in a court of competent jurisdiction in (a) Santa Clara County, California if PayPal is the defendant, or (b) the county where your business is headquartered if you are the defendant.

9. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties in respect to the subject matter contained herein, and supersedes all prior agreements, promises, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party. This Agreement shall be binding upon and shall inure only to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

CITY OF YAKIMA

By: _____

Name: _____

Title: _____

Date: _____