



# Culver CITY

## Payment Authorization

I hereby authorize City of Culver City to charge my credit/debit card account this one-time payment of my City of Culver City bill as indicated above. I further authorize my bank or financial institution to make this one-time payment from my account. City of Culver City will note this transaction as a pending payment until funds are secured from my banking institution. I also note that, in the event, the City is unable to secure funds from the bank account for any reason, including but not limited to, insufficient funds in my account or insufficient or inaccurate information provided by me when I submit this credit/debit card payment, further collection action may be undertaken by City of Culver City, including application of returned fees to the extent permitted by law.

## Terms and Conditions

### General

Please read the following terms and conditions of use carefully. By using this service or permitting any other person or other entity to use this service on your behalf, you acknowledge that you have read these terms and conditions and that you accept and will be bound by the terms thereof, as they may be modified by us from time to time, as posted on this web site. When such a modification is made, we will post a revised version of the terms and conditions on this web site. Changes will be effective when they are posted. We are not required to provide you with notification that any such change has been made. It is your responsibility to review these terms and conditions from time to time to be aware of any such change. Your continued use of the service will indicate your agreement to any such change. We reserve the right to add to, remove, change or terminate access to any of the content or functions of the service without giving specific notice to you. If you do not agree to the terms and conditions, you may not use this service. Access to this service is restricted to those persons who have a valid-customer number and billing zip code and who have accepted these terms and conditions. Access or attempted access by unauthorized individuals may be subject to prosecution. Any use of the service is at the sole risk of the user.

### Your Responsibility

You are responsible for all transfers and bill payments you authorize using the service. If you permit other persons, or other entities, to use the service by providing your login information, you are responsible for any transactions they authorize from your payment accounts. You should notify us immediately if you believe any of your accounts have been accessed or your login information has been taken or used without your permission.

### Our Responsibility

We, or a third party acting as our agent, are responsible for completing payments on time and according to your properly entered and transmitted instruction. If we do not complete payment on time or in the correct amount according to our agreement with you, we will be liable for your losses and damage. However, neither we, nor the Service Provider will be liable:

- \* If you do not have sufficient available credit on a credit card to complete the transaction from the specified account, or if that account has been closed;
- \* If you have not properly followed service instructions on how to make a payment;
- \* If you have not given complete, correct and current instructions so that a payment can be made;
- \* If you do not authorize a payment soon enough for your payment to be made and properly credited by the time it is due;
- \* If you request a payment amount that exceeds the minimum or maximum dollar limit for an individual payment;
- \* If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
- \* If your equipment and/or the software were not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment;

\* If circumstances beyond our or our agent's control prevent making a payment, despite reasonable precautions that we have taken. Such circumstances include but are not limited to computer failure, telecommunication outages, strikes and other labor unrest, delays caused by fires, floods, and other natural disasters.

#### Disclaimer of Warranties

We make no representation as to the accuracy, timeliness, or completeness of the materials on the service's web site. We periodically amend, change, add, delete, update or alter the information, including, without limitation, the terms of use, at the web site without notice. Further, we assume no liability or responsibility for any errors or omissions in the content of the web site. We specifically disclaim any duty to update the information on the web site.

In no event shall we or any other party involved in the creation, production, or delivery of the service be liable for any direct, indirect, special, incidental, consequential, or punitive damages of any kind, or any damages whatsoever resulting from loss of use, computer virus or system failure, data or profits, whether or not advised of the possibility of damages, and on any theory of liability, arising out of or in connection with the use or performance of this service, on any web site related to any third party, or users' inability to use the information or materials contained in the service web site (or any other web site). In no event shall our liability to users for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) exceed the amount, if any, paid by users to us for accessing the service. The user should consult his or her own legal advisors regarding the applicability of state statutes regarding limitations on liability. Some states do not allow the disclaimer of warranties or the exclusion of liability for consequential damages, so the above limitations may not apply to you in all cases.

#### Indemnification by User

You agree to indemnify, defend and hold us harmless from any liability, loss, claim and expense, including attorney's fees related to your violation of these terms and conditions or the use of the service, including technical support, and information provided at this web site.

#### Login Information

Your login information includes your customer number and billing zip code which are provided on the billing invoice. Use of this login information is the agreed security procedure to access the service. You agree to keep information confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of the service. We reserve the right to block access to the service to maintain or restore security to our site and systems, if we reasonably believe your login information has been or may be obtained or is being used or may be used by an unauthorized person(s).

#### Email

A valid email address is required to use the service. It is your responsibility to ensure we have a valid email address at all times.

You can use electronic mail (email) to contact us about inquiries, maintenance and/or problem resolution issues. Email is not a secure method of communication over the Internet and we recommend you do not send confidential information by email.

#### Card Authorization.

By accepting these terms and conditions you authorize us to initiate the card entries that you have entered on the website. You represent and warrant that you are authorized to use the card that you have entered on website.

Unless you direct us otherwise, your card information will be used only for your current payment.

#### Errors and Unauthorized Transactions

In case of errors or questions about any transaction made through this service, contact us immediately. We can be contacted:

\* By phone for any questions: (310) 253-5890

\*In writing at:

City of Culver City

Finance Department / AR Section

9770 Culver Blvd

Culver City, CA 90232

\* By email at: [accounts.receivable@culvercity.org](mailto:accounts.receivable@culvercity.org)

#### Business Days/Hours

Work days are Monday through Thursday, 7:30 am - 5:30 pm; and every other Friday, 7:30 am - 5:30 pm; except holidays. City Hall closed dates can be found on our web site at: <http://www.culvercity.org> .

#### Changes/Interruptions in Service

We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in the service. We also may need to change the scope of our service from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

#### Disclosure of Account Information

As described below, we may disclose information to third parties about your accounts if:

\* We enter into an agreement to have another party provide the payment processing service.

\* In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;

\* If you give us your written permission.

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