

## **Terms of Service**

It is Important that you read this:

By accessing or using the City of Vacaville Citizen Self Service website, you agree to be bound by all of the terms and conditions of this Agreement. The City of Vacaville may modify this Agreement at any time, and you agree that such modifications will be effective immediately upon posting of the modified Agreement on the Citizen Self Service website. You agree that by using the website after any such modifications, you will have been deemed to have reviewed, agreed to and accepted the modified terms and conditions of this Agreement.

The right to use the Citizen Self Service is limited to you as an enrolling party. You are responsible for safeguarding your user name and password and agree to hold the City of Vacaville and its officers, officials, directors, employees, agents, successors or assigns harmless from any claims resulting from the use of your user name and password. You further agree to be responsible for all acts or omissions with respect to use of your user account.

The City of Vacaville Citizen Self Service are provided to you to facilitate access to view and pay your City of Vacaville statements online. The Citizen Self Service sends information about your City of Vacaville account directly to your email account and allows you to pay the account online.

The City of Vacaville and its partners agree to make every reasonable effort to ensure full performance of the Citizen Self Service and, on a timely basis, will work with you to resolve disputes that may arise. The City of Vacaville is not responsible for malfunctions in public communications facilities not under its control that may affect the accuracy or timeliness of email messages you receive in connection with the City's online Citizen Self Service.

Any information sent by the City of Vacaville to you via email is believed to be reliable. However, this information can only be provided on a best-efforts basis for your convenience and, thus, its accuracy is not guaranteed. The City of Vacaville will not be liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any decision made using this information.

You agree to defend, indemnify and hold harmless the City of Vacaville, and its officers, officials, directors, employees, agents, successors or assigns from any and all claims, liabilities, costs, and expenses (including reasonable attorneys' and experts' fees) arising in any way from your use of the Citizen Self Service website and service or the placement or transmission of any message, information, software or other materials or content on or through the Citizen Self Service website by you or users of your account or related to any violation of these Terms of Service by you or users of your account.

In addition, please take note of the following guidelines, which will assist you in detecting certain types of Internet and e-mail fraud (i.e. "phishing").

- The City of Vacaville will never send you an e-mail requesting you to validate personal information.
- The City of Vacaville will never ask you to update your social security number, date of birth, or driver's license number via e-mail.

***The City of Vacaville does not make any warranties concerning the Citizen Self Service including, without limitation, any warranties of merchantability, fitness for a particular purpose or non-infringement of third party proprietary rights unless disclaiming such warranties is prohibited by law. The City of Vacaville makes no warranties other than those expressly set forth in this agreement. The City of Vacaville is not liable for any damages of any kind arising from the use of this website, including, but not limited to, direct, indirect, incidental, consequential and punitive damages. You expressly agree and accept that your use of this website is at your sole risk and are responsible for any losses or damages arising therefrom.***

## **Privacy Information**

The City of Vacaville is committed to protecting your privacy. You acknowledge that the City of Vacaville and its vendor may receive certain private and confidential information in connection with your use of the Citizen Self Service website. The City may utilize your name, mailing address and changes thereto. The City will not rent, sell or otherwise make available to any third party for any reason any of your private and confidential information that personally identified you, your credit card or payments you make through the Citizen Self Service Program, other than to provide the Citizen Self Services or comply with applicable laws or regulations, including government agency or court orders, unless you expressly agree otherwise.

You agree that you will not intentionally provide false information when accessing or using the City of Vacaville Citizen Self Service website. You also agree that you will not falsify, forge, or otherwise tamper with any information in the emails you receive as part of the Citizen Self Service.

The Citizen Self Service website has security measures in place to protect against the loss, misuse, or alteration of the information you provide. The City's Citizen Self Service server uses software that conforms to industry standards utilizing Secure Sockets Layer (SSL) technology, which is among the best software available for securing commerce transactions.

## **Credit Card**

To use the City of Vacaville's Citizen Self Service you must designate an eligible deposit or other asset account accessible by a credit card or debit card ("Credit Card") at a bank or other eligible financial institution (your "Financial Institution") from which payments will be made using the Citizen Self Service. You agree that, by scheduling automatic payments or a single payment, you authorize the City of Vacaville to initiate debit entries to your Credit Card in such amount(s), and to initiate any debit or credit entries to your Credit Card necessary to correct any error in a payment. You also authorize your Financial Institution to debit or credit your Credit Card in the amount of such payments or corrections. You represent that you have all necessary

right, power, and authority to authorize each such payment, and that you will take such steps as your Financial Institution requires for such authorization. This authorization shall remain in full force and effect until the City has received notice from you of your termination of such authorization in such time and in such manner as to afford the City of Vacaville and your Financial Institution reasonable opportunity to act on it.

### **Payment Amount Limitations**

The amount of funds you may use is limited by the amount of available funds you have on your Credit Card, including any available overdraft protection you may have with your Financial Institution. You agree to maintain sufficient funds on your Credit Card account to satisfy your bill payments and that the City of Vacaville will have no obligation to complete a transaction if sufficient funds are not available. Your access to your Credit Card also may be limited by your agreement(s) with your Financial Institution governing the conditions and use of your Credit Card and by applicable law and regulations.

### **Payment Processing**

The Citizen Self Service is designed to be available seven days a week, 24 hours a day. However, the City will update account balances and activity information daily, Monday through Friday, excluding holidays. However, the City will not be liable or responsible for any inability to access the Citizen Self Service or for any failure to update any information, for whatever reason. Payments received before 12:00 a.m., Mondays through Fridays, will be credited to your account the next business day. Payments made after 12:00 a.m., Mondays through Fridays, or on weekends and holidays, will be credited to your account in 2 business days. You are solely responsible for making payments prior to the due date, and you are solely responsible for any late fees charged or action taken by the City of Vacaville for payments not timely made. Late payment fees shall be the same as the late payment fees for mailed payments.

### **Fees**

The City of Vacaville does not charge you any fees for using the Citizen Self Service. However, your Financial Institution may charge you fees related to your Credit Card, including transaction fees or fees for transfers made without sufficient funds. If a transaction is not honored by your Financial Institution, the Financial Institution may charge you a fee for the dishonored transaction.

### **Unauthorized Transfers**

If you believe that someone has improperly accessed your Credit Card through the Citizen Self Service system without your permission, please immediately contact the City of Vacaville and your Financial Institution. Please be aware that you are solely responsible for any unauthorized transfers, although your Financial Institution may provide some form of fraud protection.

### **Termination of Online Citizen Self Service**

You may choose to cancel the Citizen Self Service at any time without charge or fee. If you wish to discontinue the Services, or automatic payments to pay individual bills, you may do so by sending a cancellation notice to the address shown below under "Notices." Your termination will be effective no later than 30 days after receipt of your discontinuance request.

The City of Vacaville may suspend or terminate your use or access to the Citizen Self Service at any time, without notice and for any reason. The City, however, will attempt to provide you with prior notice of such suspension or termination by posting on its website or by sending you a notice of termination. However, the City of Vacaville will not be liable for any failure to provide such notice to you. Neither termination nor discontinuation of the Citizen Self Service shall negate or affect your responsibility and liability for payment of your account statements.

### **Notices to the City of Vacaville**

Please submit all correspondence via the Customer Service link of the Citizen Self Service system. You may also contact us at the following address or phone number:

City of Vacaville  
650 Merchant St  
Vacaville, CA 95688  
(707) 449-5128

### **Amendments**

The terms of the Agreement may be modified or amended by the City of Vacaville from time to time. In such event, we will provide notice to you in accordance with applicable law, which may be accomplished by posting such change on our Citizen Self Service website. Any use of the Citizen Self Service after we provide you with a notice of change will constitute your agreement to such change(s).

### **Trademarks**

The trademarks, service marks, logos, graphics, page headers, button icons, scripts, domain names, URLs and other identifiers ("Trademarks") used and displayed on the Citizen Self Service website are registered and unregistered Trademarks of the City of Vacaville and others in the United States and other countries. No display or use of such Trademark may be made without the express prior written permission of the City of Vacaville or other Trademark owner, as the case may be. You may not use any meta tags or any other "hidden text" utilizing the Trademarks without the express prior written permission of the City of Vacaville.

### **Assignment**

You may not assign this Agreement to any other party.

### **Governing Law/Venue/Tort Claims Act**

This Agreement shall be governed by the law of the State of California without regard to its conflicts of laws provisions and any action or lawsuit related to this Agreement will be adjudicated in a court of competent jurisdiction in the County of Solano. Prior to filing any action or lawsuit related in any way to this Agreement, you must comply with the provisions of the Tort Claims Act (Government Code Section 900 et seq.).

These Terms of Service are governed by the substantive laws of the State of California, as applied to contracts entered into between California residents and performed in California, regardless of whether you reside or transact business within the City of Vacaville or elsewhere.

You agree the state courts located in Solano County, California, will have exclusive jurisdiction over any and all disputes arising out of or related to these Terms of Service or your use of the Citizen Self Service, and you agree to submit to the jurisdiction of such court.

If any provision of these Terms of Service is held to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

### **Use of Electronic Communication**

By accepting below or otherwise using the Citizen Self Service, you also agree that any and all disclosures and communications regarding the Citizen Self Service between you and the City of Vacaville, including this Agreement, may be made electronically, including by the City of Vacaville posting to its website in accordance with applicable law. Any electronic disclosure or communication the City of Vacaville makes will be considered made when transmitted by the City of Vacaville.

### **Refund Policy**

Payments made in excess of the total bill amount will show as a credit on the customer's next bill. Questions concerning refunds of erroneous payments may be addressed in writing to the City of Vacaville's Customer Service Representative within thirty (30) days of submitting the payment for which a refund is sought. If approved, the refund will be made in the form of a check made payable to the name on your account. The refund process may take up to 30 days.