

TERMS OF USE

THE CITY OF SANTA CLARA REQUIRES THAT YOU READ, UNDERSTAND, AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS FOR THE USE OF THIS WEB SERVICE BEFORE YOU MAY USE IT. YOUR USE OF THIS SITE CONSTITUTES ACCEPTANCE OF THESE TERMS.

- 1) The contents of this Site are intended for the personal, noncommercial use of customers and visitors to the site. The City of Santa Clara grants customers the limited right to display proprietary materials obtained through this Site only on customer's personal devices and to copy and download, print, and store the proprietary materials for customer's personal, noncommercial use. Customer agrees not to use the proprietary materials for any other purpose, including publication, or to edit, alter, or enhance them, without prior written consent of the City of Santa Clara.
- 2) Online Payment of Utilities Bills
 - a) It is the customer's responsibility to ensure the payment processing date for customer's selected payment method falls on or before the bill due date to avoid a late charge.
 - b) The online payment Site is committed to protecting your privacy. Security measures for this site have been taken to protect against loss, misuse or alteration of the information you provide; and industry standard encryption methods are used to assure security. Nevertheless, it is crucial that, as a user, you protect against unauthorized access to your password and to your computer and that you always sign off when you are finished with using a shared computer. Because no system is impenetrable, it is your responsibility to diligently monitor your credit card statements, bank statements and similar personal information to promptly discover and address any misuse of your personal information. You must immediately notify the City of Santa Clara of any unauthorized use of your password or account or any other breach of security.
 - c) Disclaimers: Online payments will be accepted 24 hours a day, except during system downtime, which includes both scheduled maintenance and unplanned system unavailability. Use of this Service to submit payment constitutes acknowledgement that the City of Santa Clara and the processor of electronic payments assume no responsibility for data entered by customers. All credit card transactions are subject to approval. If a charge transaction is declined, the customer bill remains unpaid and may accrue penalties. You understand and agree that the use of this Site to initiate a utility bill payment does not alter or extend any payment deadlines. Applicable penalties or fees may accrue from failure to pay on time, regardless of the reason for that failure.
- 3) In consideration of your use of this Site, you agree to provide true, accurate, and current information. You will not use, nor permit others to use, this Site for a purpose contrary to these Terms of Use. If using a customer account or login, you are responsible for all activities that occur under your password or account, and you agree to keep your password(s) confidential. The customer is responsible for updating you're account to reflect changes such as new payment methods, user contact information, and authorized guest users. If you provide any information that is untrue, inaccurate, or not current, or if the City of Santa Clara has reasonable

grounds to believe or suspect that such information is untrue, inaccurate, or not current, the City of Santa Clara has the right to terminate your use of any services on this Site.

- 4) You understand and agree that the City of Santa Clara reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any services provided on this Site and any terms or conditions of use with or without notice. Additionally, you understand and agree that the City of Santa Clara may, under certain circumstances and without prior notice, immediately terminate your access to this Site for cause. Cause for immediate termination will include, but not be limited to, (a) breaches or violations of this Terms of Use t or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance of services or content modifications to this Site, (d) technical problems or errors, or (e) any abuse of this Site as determined by the City of Santa Clara.
- 5) THE CITY OF SANTA CLARA MAKES NO GUARANTEES, PROMISES, OR WARRANTIES REGARDING THE ACCURACY OF INFORMATION AND DATA PROVIDED BY ANY PART OF THIS SITE. YOU AGREE AND UNDERSTAND THAT THE INFORMATION AND DATA ON THIS SITE ARE BEING PROVIDED “AS-IS” WITHOUT WARRANTY OF ANY KIND AND THAT THE INFORMATION AND DATA MAY BE SUBJECT TO ERRORS AND OMISSIONS. TO THE EXTENT PERMITTED BY LAW, THE CITY OF SANTA CLARA DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE USER ACKNOWLEDGES AND AGREES THAT NEITHER THE CITY OF SANTA CLARA NOR ANY OTHER GOVERNMENTAL AGENCY, ENTITY OR BODY NOR ANY VENDOR OR SERVICE RELATING IN ANY WAY TO OUR ONLINE EFFORTS IS OR WILL BE LIABLE IN ANY WAY WHATSOEVER FOR THE ACCURACY OR VALIDITY OF THE INFORMATION PROVIDED.
- 6) In no event will the City of Santa Clara, or any other governmental agency, entity or body or any vendor or service provider associated with any of our online efforts be liable for damages of any nature based on any theory of liability, including, but not limited to, contract, negligence or other torts (including intentional torts), which may include, but is not limited to, damages for loss of property, loss of profits, lost, compromised or impaired claims, lost savings, lost fees, or any other damages whatsoever, arising out of or relating to in any way to the use of this Site. Accordingly, you acknowledge and understand that you use this Site at your own risk and that your agreement to this Section is a material inducement to the City of Santa Clara’s decision to make this Site available for your use.
- 7) The City shall not be deemed to have waived any of its rights or remedies outlined herein unless such waiver is in writing and signed by an authorized representative of the City. No delay or omission on the part of the City in exercising any rights or remedies shall operate as a waiver of these or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any future rights or remedies.

- 8) In agreeing to these Terms and Conditions, customers acknowledge and understand that this is the entire agreement between you and the City of Santa Clara related to the Service. This Agreement will be governed by the laws of the State of California. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.