

TERMS OF PAYMENT

(eCheck)

BEFORE YOU CAN USE OUR SERVICE, WE NEED TO OBTAIN YOUR AGREEMENT TO THE FOLLOWING TERMS

These Terms of Payment set forth the terms of the online payment service ("Online Payment Service") offered to you by the Consolidated Fire Protection District of Los Angeles County ("Fire", "we", "us" or "our", and commonly known as the Los Angeles County Fire Department) via our website ("Website"). The Online Payment Service provides customers with the ability to make payments online by a method of instructing financial institutions to electronically transfer funds from one account to another, eliminating the use of paper checks ("eCheck"), which is subject to the applicable Terms of Use, Privacy & Security Policy, and terms and conditions set forth below. You agree to be bound by these Terms of Payment and if you do not agree to these Terms of Payment, you may not use this Website.

Conditions of Payment for eCheck

You may only use the eCheck to request an electronic transfer of U.S. funds drawn on U.S. based financial institutions. Only a U.S. business/corporate or personal checking account is eligible to use eCheck. The types of accounts not eligible to use eCheck include, but are not limited to, the following:

- Brokerage Accounts
- Cashier's Checks
- Credit Card Accounts - Credit/debit card payments are limited to Visa, Mastercard, Discover, and American Express logos and other types of payments that will be accepted through this site.
- Equity Line of Credit Accounts
- Money Market Accounts
- Money Orders
- Savings Accounts
- Third Party Checking Accounts
- Travelers Checks
- U.S. Treasury Checks

If you wish to use an account other than a U.S. business/corporate or personal checking account, you may make your payment by using any of the other methods described in the "Other Methods of Payment" section below.

When you request a payment using this eCheck, you are authorizing a one-time electronic fund transfer from your U.S. checking bank account to our bank account. Upon receipt of your authorization, we will process it using the Automated Clearing House ("ACH") system to debit your U.S. bank account. Once you click the "Process Payment" button, you will not be able to make changes to or revoke your authorization for this payment, as there is not a sufficient amount of time for you to do so as your authorization will be processed immediately. However, if you decide after you click the "Process Payment" button that you did not want to make this payment, you still have the option of contacting your financial institution to place a stop payment order. If a stop payment order is not received by your financial institution in a timely manner, your payment will not be stopped. Contact your financial institution promptly for details about placing a stop payment order. If you place a stop payment order, please see the Returned Payment section below regarding late payment penalties and costs that will be incurred if your obligation remains unpaid at its due date.

Your bank account must be "ACH-enabled", meaning that the account can be debited electronically. Before using this eCheck, please contact your bank to confirm that your account is ACH-enabled.

You must provide a valid U.S. bank account to be electronically debited by us. Both the bank routing number and the bank account number you provide to us must be true and correct. If either or both numbers are wrong, your bank may not honor the eCheck payment and return it to us unpaid. In addition, please ensure that you have sufficient funds in your designated bank account. You will be charged a returned eCheck fee as described below if your eCheck payment is returned for any reason. ***To help avoid penalties, costs and a returned eCheck fee, please double-check all data you have entered to ensure its accuracy, as well as the availability of funds in your designated bank account, and that you are using a U.S. checking account, before submitting the payment.***

Other Methods of Payment

The eCheck payment is the only method of payment that will be accepted through the Online Payment Service.

Please note that, in addition to making a payment using the Online Payment Service, payments to Los Angeles County Fire Department can also be made through mail or in person.

MAIL: Only check payments through mail are to be made using the following address:

County of Los Angeles Fire Department
P.O. Box 910901
Commerce, CA 90091-0901

IN PERSON: In-person cash or check payments are to be made at the following locations:

County of Los Angeles Fire Department
Financial Management Division
5801 South Eastern Ave. Suite 130
Commerce, CA 90040
Office Hours: Monday through Thursday 8:00am to 5:00pm

Your Representations

In addition to the representations in the Terms of Use, you represent to us that: (i) you are using a U.S. checking account; (ii) the information you provide to us in connection with this service will be true and accurate; (iii) you have the right to authorize us to obtain payment from the bank account designated in your instructions; and (iv) no other person's authorization or action is needed to approve our creation and processing of your designated bank account.

Payment Date for eCheck

Your eCheck payment is deemed received at the time you select the "Process Payment" button for a payment and if we confirm the transaction and provide you with a receipt number. However, the foregoing does not mean that your payment obligation is fulfilled. If your payment is returned and your subsequent payment is made after the due date, you will be subject to penalties and costs. We may process your eCheck immediately, even if it is before the date the payment is due.

Transaction Receipt

A payment is not deemed made until we provide you with an online receipt number for such payment. You can download or print a copy of the receipt page with your confirmation number for your records. In addition, we will send you an email confirmation of your payment. We recommend that you check your email's SPAM folder for our emails and add captaincan@fire.lacounty.gov and @fisgov.com domain name to your Safe Senders List to ensure that you continue to receive our emails in the future.

Returned Payment

If the eCheck payment is returned for any reason (e.g., because you do not have sufficient funds in your account, closure of your designated bank, if the bank account information you provide is incorrect, or if the bank account you are using is not a U.S. checking account), the obligations will remain outstanding and will be subject to all applicable late payment penalties and costs, if the payment is delinquent.

Connection to Internet

In order to use our Online Payment Service, you will need a working connection to the Internet from a personal computer device. The service may not function properly using Web-enabled television, cellular telephone or a similar connection. Your Internet browser must support the Secure Sockets Layer (SSL), 128-bit encryption protocol. Mozilla Firefox 2.X or higher and Microsoft Internet Explorer 5.X or higher will support this feature. You also will need either a printer connected to your computer to print Communication or sufficient hard drive space available to save the information. You must have your own Internet service provider (ISP), as we do not provide ISP services.

Disclaimers; Limitation of Liability

We offer this Online Payment Service as a courtesy only. In addition to the disclaimer of warranties included in the Terms of Use, we assume no obligation to ensure that it is available for your use. There may be times when the Online Payment Service is unavailable due to, among other reasons, system maintenance or outages.

State law or local ordinance mandates that a penalty shall be assessed if a payment is received after the due date. Therefore, if the Online Payment Service is unavailable, use an alternate payment method prior to the due date to avoid such penalties.

In addition to the limitation of liability included in the Terms of Use, you agree that for any liability related to the payment, neither the Consolidated Fire Protection District of Los Angeles County nor the County of Los Angeles shall be liable for any amount of damages above the aggregate dollar amount paid by you under these Terms of Payment.

Amendments/Termination

We reserve the right to amend (add to, delete or otherwise change) the terms of these Terms of Payment and the Online Payment Service. Furthermore, we may terminate your use of the Online Payment Service at any time, without cause or prior notice.

Entire Agreement

These Terms of Payment, the Terms of Use and the Privacy & Security Policy constitute the entire agreement between County and you with respect to the Online Payment Service.

By selecting the "I agree that I have read fully and accept the above terms and conditions" and by clicking the "Continue" button below, you are confirming that: (1) if you are using eCheck, you are using a U.S. checking account; (2) your computer system meets the requirements set forth above; (3) you are able to access and print or store information presented at this Website; and (4) you agree to the terms of these Terms of Payment, which will be deemed to supplement the Terms of Use and Privacy & Security Policy found elsewhere at this Website.

Updated: 5/24/2023