Fire Prevention Services (FPS) – Invoice Payment System Consolidated Fire Protection District of Los Angeles County FPS PERMIT/INVOICE FEES TERMS OF PAYMENT

PLEASE READ THESE TERMS OF PAYMENTS CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

Conditions of Payment

These Terms of Payment set forth the terms of the Internet/online payment service ("ePay") offered to you by the Consolidated Fire Protection District of Los Angeles County ("District", "we", "us", "our", "ourselves" and commonly known as the Los Angeles County Fire Department) with respect to your payment by way of the District's website ("Site"). The District will not accept payments through this Site from any party/individual who is not an authorized user of the credit/debit card or eCheck utilized for the payment of the District's Permit/Invoice (Invoice) Fees. By submitting a payment through this Site, you certify that you meet these and all other requirements set forth in these Terms of Payment. Capitalized terms used in these Terms of Payment shall have the meanings given to such term in the Terms of Use and/or Privacy & Security Policy, as applicable.

Credit/Debit Card Payment & Convenience Fee

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. Please note there will be a convenience fee for using ePay in the amount of 2.5% of the invoice fee per card transaction. The convenience fee will be payable to the third party service provider for any credit/debit card payment you make using this Site, and said convenience fee will be disclosed to you prior to completion of such payment. The convenience fee payment is a condition of making payment with your credit/debit card when using this Site. THIS CONVENIENCE FEE IS ONLY REFUNDABLE IF THE ENTIRE PAYMENT IS REFUNDED. The convenience fee and your payment, in its entirety, will appear on your credit/debit card statement as separate items. The convenience fee will be labeled "Link2Gov Convenience Fee", and your payment will be labeled "L2G*LACoFD-PRV Fees".

eCheck Payment & Convenience Fee

eCheck payments are limited to U.S. business/corporate or personal checking accounts drawn on U.S. based financial institutions and the types of payments that will be accepted through this Site. Please note there will be a convenience fee for using ePAY in the amount of \$0.95 cents per eCheck transaction. The convenience fee will be payable to the third party service provider for any eCheck payment you make using this Site, and said convenience fee will be disclosed to you prior to completion of such payment. The convenience fee payment is a condition of making

payment with your eCheck when using this Site. THIS CONVENIENCE FEE IS ONLY REFUNDABLE IF THE ENTIRE PAYMENT IS REFUNDED. The convenience fee and your payment, in its entirety, will appear on your billing statement as separate items. The convenience fee will be labeled "Link2Gov Convenience Fee", and your payment will be labeled "L2G*LACoFD-PRV Fees".

Other Payment Methods

Please note, that in addition to payment through this Site, you can also make payments by way of check, cashier's check or money order in-person at any of these approved District cashiering locations.

Financial Management Division Cashier 5801 South Eastern Avenue Suite 130 Commerce, CA 90040

Fire Prevention Division Public Safety and Film Unit 14425 Olive View Drive Sylmar, CA 91342

Fire Prevention Division East Region Office 5200 Irwindale Ave. #210 Irwindale, CA 91706

Refunds

All refunds shall be requested in writing via fax, e-mail, or by U.S. mail to the District's Fire Prevention Bureau for approval within 60 calendar days from the scheduled date of the requested Fire Prevention Service Fee. Once approved, the refund will be credited back to the same credit/debit card utilized when making the payment. NOTE: If you or the District cancels your Invoice Fee which was made by credit/debit card payment, the associated convenience fee will only be refunded if the entire payment is refunded.

Payment Date

Your payment is deemed received after all of the following occurs: (1) you select the "SUBMIT" button for your payment, (2) we confirm the transaction, and (3) we provide you with a confirmation number.

Transaction Receipt

A payment is not deemed made until we provide you with an online confirmation number for such payment. You can email, download, or print a copy of the receipt page with your

confirmation number for your records. In addition, you will receive an email confirmation of your payment if an email address has been provided. It is recommended that you check your email SPAM folder for our email. You can add the @fire.lacounty.gov domain name to your Safe Senders List to ensure that you continue to receive our email in the future. We also recommend that you keep this confirmation number available for reference to assist District personnel should you have questions related to your Invoice Fee.

Your Representations

In addition to the representations in the <u>Terms of Use</u>, you represent to us that: (1) the information you provide in connection with this ePay service will be accurate; (2) you have the right to authorize us to obtain payment from the account designated in your instruction; and (3) no other person's authorization or action is needed to approve our creation and processing of the payment against your designed account.

Electronic Communications

Any notice or other type of information that is provided to you in connection with this ePay service, such as these Terms of Payment, the <u>Terms of Use</u>, <u>Privacy & Security Policy</u>, payment confirmations, amendments, and other payment information ("Communications"), may be sent to you electronically (i.e., by posting the information at this Site or by sending it to your email address). We will not be obligated to provide any Communications to you in paper form. If you do not agree to receive electronic Communications, you agree not to use the ePay service and should select the "CANCEL" button now.

Minimum System Requirements

In order to use our ePay services, you will need a working connection to the Internet from a personal computer device. The ePay service may not function properly when using Web-enabled television, cellular telephone, or other similar connections. 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 will also need either a printer connected to your computer to print Communications or sufficient hard drive space available to save the information. You must have your own Internet service provider (ISP), as we do not support and/or provide an ISP service.

Disclaimers Limitation of Liability

We offer the ePay service as a courtesy only. In addition to the disclaimer of warranties included in the <u>Terms of Use</u>, we assume no obligation to ensure that it is available for your use. There may be times when the ePay service is unavailable due to system maintenance, outages, or unavailability of Internet services. Consequently, we encourage that you secure other options for making the necessary payments for services hereunder.

In addition to the limitation of liability included in the <u>Terms of Use</u>, you agree that neither the District nor the County of Los Angeles shall be subject to any liability related to the payment of

fees for services using the Online Payment Service, including any amount of damages above the aggregate dollar amount paid by you for such services under these Terms of Payment.

Amendments/Termination

We reserve the right to amend (e.g., add to, delete, or change) these Terms of Payment and/or the ePay service, and we may terminate your use of this ePay service at any time, without cause or prior notice.

Entire Agreement

These Terms of Payment, together with the <u>Terms of Use</u> and the <u>Privacy & Security Policy</u>, constitute the entire agreement between the District and you with respect to this ePay service.

By checking "I agree that I have read fully and accept the above terms" and clicking the "CONTINUE" button, you are confirming that: (1) you agree to receive Communications electronically; (2) your computer system meets the requirements set forth above; (3) you are able to access, print and/or store information presented at this Site; and (4) you agree to Terms of Payment, together with the provisions of the <u>Privacy & Security Policy</u> and other <u>Terms of Use</u> found elsewhere at this Site.

Updated: July 18, 2017