

County of Los Angeles
Agricultural Commissioner/Weights and Measures
Online Payment Service for Structural Fumigations

TERMS OF PAYMENT

(eCheck/Credit Card)

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 Los Angeles County ("County") Department of Agricultural Commissioner/Weights and Measures ("ACWM", "we", "us", "ourselves" or "our") via ACWM's website ("Site").

The Online Payment Service provides customers with the ability to make payments online by either (a) a method of instructing financial institutions to electronically transfer funds from one account to another, eliminating the use of paper checks ("eCheck") or (b) using Visa, MasterCard, American Express, or Discover credit cards or debit cards ("Credit/Debit Cards"), each of which is subject to the applicable terms and conditions set forth below.

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. Additionally, only a ***United States personal checking account or Corporate/Business Checking account*** is eligible to use eCheck. The types of accounts that are not eligible to use eCheck include, but are not limited to, the following:

- Brokerage Accounts
- Cashier's Checks
- Credit Card Accounts
- 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. 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 under these Terms of Payment, 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 your payment or to change or revoke your authorization for this payment, as it is processed immediately.

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. The eCheck transactions are also limited to a maximum of \$10,000.00 per transaction. All eCheck transactions will incur a separate convenience fee that will appear as a transaction along with the payment to ACWM on the website. For invoices exceeding \$10,000.00 please make payment in person with cash, check or money order as described under the "Other Methods of Payment" section below.

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 correct. If either of or both numbers are wrong, your bank may not honor the eCheck payment and will return it to us unpaid, which may result in applicable returned fees or other penalties. 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. personal checking account or Corporate/Business Checking account, before submitting the payment.***

Conditions of Payment for Credit/Debit Card

Credit/Debit Card payments using the Online Payment Service are limited to ***a cardholder who has a billing address within the United States***. ACWM will NOT accept payments through the Online Payment Service from any party/individual who has a Credit/Debit Card billing address outside of the United States, is not an authorized user of the Credit/Debit Card utilized for the payment to ACWM, or is making a payment from a foreign country that does not support a minimum of 128-bit encryption. Credit/Debit Card transactions are also limited to a maximum of \$2,000.00 per transaction. All Credit/Debit Card transactions will incur a separate convenience fee that will appear as a transaction along with the payment to ACWM on the Website. The convenience fee payment is a condition of making payment with your Credit/Debit Card using the Online Payment Service. THIS SERVICE FEE IS ONLY REFUNDABLE IF THE ENTIRE PAYMENT IS REFUNDED. For invoices exceeding \$2,000.00, please use eCheck online or make payment in person with cash, check or money order, as described under the "Other Methods of Payment" section below.

Other Methods of Payment

The eCheck payments and Credit/Debit Card payments, which are limited to Visa, MasterCard, American Express and Discover and debit cards, are the only methods 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 ACWM can also be made in person or through the mail.

IN PERSON OR BY MAIL: Only cash, check, or money order payments are to be made at the following location:

ACWM – Arcadia Headquarters

12300 Lower Azusa Rd

Arcadia, CA 91006

Telephone: (626) 575-5466

Fax: (626) 443-6652

Office Hours: Monday through Thursday 7:00am to 5:30pm (Closed on Fridays)

Your Representations

In addition to the representations in the Terms of Use, you represent to us that: (i) if you are using eCheck, you are using a personal U.S. checking account; (ii) the information you provide to us in connection with this service will be accurate; (iii) you have the right to authorize us to obtain payment from the bank account or Credit/Debit Card 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 or credit card account.

Security

For security reasons, you agree to maintain the confidentiality and security of the login and password to this Site. If you provide the login and password to someone else, you will be responsible for his or her actions or ensuing liabilities in connection with the Online Payment Service. Please see the Privacy & Security Policy for additional security requirements.

Payment Date for eCheck

Your eCheck payment is deemed received at the time you select the "Process Payment" option 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 for any reason as described above and your subsequent payment is made after the due date, you may be subject to penalties and fees. We may process your eCheck immediately, even if it is before the date the payment is due.

Payment Date for Credit/Debit Card

Your payment is deemed received at the time: (1) you select the "Process Payment" option for a payment; (2) your payment is approved; and (3) we provide you with a receipt number. However, the foregoing does not mean that your payment obligation is fulfilled. If your payment is returned for any reason as described above and your subsequent payment is made after the due date, you

may be subject to penalties and fees. We may process your Credit/Debit Card payment 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/confirmation 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 @acwm.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 or Credit/Debit Card payment is returned for any reason (e.g., because you do not have sufficient funds in your account, closure of your designated bank or Credit/Debit Card account; or, if you are using eCheck, if the bank account information you provided is incorrect; or, if you are using eCheck, the bank account you are using is not a personal checking account), the obligations will remain outstanding and will be subject to all applicable late payment penalties, fees and costs, if the payment is delinquent. In addition, you agree to pay us \$33.00 for each eCheck payment that is returned unpaid for any reason.

Electronic Communications

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

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 Communications 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. Consequently, we encourage that you secure other options for making the necessary payments for services hereunder.

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

In addition to the limitation of liability included in the Terms of Use, neither ACWM nor the County of Los Angeles ("County") 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 (i.e., add to, delete or otherwise change) 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, together with the Terms of Use and the Privacy & Security Policy constitute the entire agreement between ACWM, the 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 personal U.S. checking account or Corporate/Business Checking account; (2) you agree to receive Communications electronically; (3) your computer system meets the requirements set forth above; (4) you are able to access, print and/or store information presented at this Website; and (5) you agree to these Terms of Payment, together with the provisions of the [Terms of Use](#) and [Privacy & Security Policy](#) found elsewhere at this Website and incorporated herein by this reference.

Updated: 01/30/2018