

Terms of Use

1. Thank you for visiting the website <http://probation.lacounty.gov> ("website") of the Probation Department of the County of Los Angeles. The Department is located at 9150 East Imperial Highway, Downey CA 90242. We ask that you carefully review the body of these Terms of Use and all documents linked from the body of these Terms of Use (collectively, "Terms of Use") before using our website. These Terms of Use establish a binding agreement that governs your use of this website as described in the remainder of this Section 1. The body of these Terms of Use, together with the [Privacy & Security Policy](#) linked in Section 2 below, governs all manners in which you may use this website. You agree to be bound by all portions of these Terms of Use applicable to any manner in which you use this website. If you do not agree to any portion of these Terms of Use, you may not use this website in the manner governed by such portion of these Terms of Use.
2. Please review our [Privacy & Security Policy](#) which also governs your use of our website. The [Privacy & Security Policy](#) is incorporated into the body of these Terms of Use.
3. If you use this website to make a credit/ debit card payment on your financial obligation with the Los Angeles County Probation Department, the payment will be disbursed in compliance with § 1203.1d. of the California Penal Code, as amended from time to time, the current text of which states:

(a) In determining the amount and manner of disbursement under an order made pursuant to this code requiring a defendant to make reparation or restitution to a victim of a crime, to pay any money as reimbursement for legal assistance provided by the court, to pay any cost of probation or probation investigation, to pay any cost of jail or other confinement, or to pay any other reimbursable costs, the court, after determining the amount of any fine and penalty assessments, and a county financial evaluation officer when making a financial evaluation, shall first determine the amount of restitution to be ordered paid to any victim, and shall then determine the amount of the other reimbursable costs.

If payment is made in full, the payment shall be apportioned and disbursed in the amounts ordered by the court.

If reasonable and compatible with the defendant's financial ability, the court may order payments to be made in installments.

(b) With respect to installment payments and amounts collected by the Franchise Tax Board pursuant to [Section 19280 of the Revenue and Taxation Code](#) and subsequently transferred by the Controller pursuant to [Section 19282 of the Revenue and Taxation Code](#), the board of supervisors shall provide that disbursements be made in the following order of priority:

(1) Restitution ordered to, or on behalf of, the victim pursuant to subdivision (f) of Section 1202.4 [of the California Penal Code].

(2) The state surcharge ordered pursuant to Section 1465.7 [of the California Penal Code].

(3) Any fines, penalty assessments, and restitution fines ordered pursuant to subdivision (b) of Section 1202.4 [of the California Penal Code]. Payment of each of these items shall be made on a proportional basis to the total amount levied for all of these items.

(4) Any other reimbursable costs.

(c) The board of supervisors shall apply these priorities of disbursement to orders or parts of orders in cases where defendants have been ordered to pay more than one court order.

The use of fraudulently acquired or transferred credit/ debit cards and the fraudulent use or attempted fraudulent use of credit/ debit cards to make payments or court ordered financial obligations will be referred to the agencies authorized by law to investigate and prosecute violations of criminal law and may result in the filing of new charges as well as violations of probation.

4. Unless otherwise noted, all contents of this website, including, without limitation, all text, programs, products, processes, technology, information, content and other materials, together with all copyrights, trademarks, trade dress and/or other intellectual property therein (collectively, "Contents"), and the compilation (meaning the collection, arrangement, and assembly) are owned by us, or by third parties who have licensed such Contents to us. Such Contents are protected by U.S. and international copyright laws. We, on behalf of ourselves and our licensors, expressly reserve all rights, including, without limitation, intellectual property rights, in this website and all Contents and compilation of Contents from time to time available on this website. Access to this Site does not confer, and shall not be considered as conferring, upon you or any other user of the website any license or other rights to the website, the Contents or the compilation of Contents.
5. We provide this website to you on an "as is" basis without any warranties of any kind, whether express or implied. To the extent permissible under applicable law, we hereby disclaim all warranties, express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, title and non-infringement. Without limiting the foregoing, we do not make any representations or warranties that (a) the information or other materials available on our website will be error-free, (b) defects in

our website will be corrected, (c) our website or its servers are free of viruses or other harmful components and/or (d) our website will be secure, accessible continuously and without interruption. Further, we do not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of the information or other materials available on our website.

6. We may provide links from our website to other sites as a convenience to our visitors. We have no control over the content posted at those linked sites, all of which have separate terms of use and privacy policies. We make no representations about the use, accuracy, reliability, and/or completeness of any information or other material available thereon. Links to the third party sites are not intended to and do not imply affiliation with or sponsorship or endorsement of these sites or of the third parties operating such sites. Once you link to another site, you are subject to the terms of use and privacy and security policy of that site and use that site at your own risk.
7. We have not reviewed all the third party sites linked to or framing this website and are not responsible for the contents of any pages contained on such third party sites. By entering this website you acknowledge and agree that Department has not reviewed all the third party sites linked to or framing this Website and is not responsible for the content of any pages of such third party sites. We do not make any representations or warranties as to the security of any information (including, without limitation, credit/debit card and other personally identifiable information) you may have or might be requested to give to any third party, and you hereby irrevocably waive any claim against us with respect to such third party sites and their content. Your linking to any sites or to any other pages connected to such sites is at your own risk.
8. We do not accept any liability for any conduct, acts or omissions occurring at this website. Under no circumstances will we be liable to you for any consequential, incidental or special damages, including any lost profits or loss of data, even if you claim to have notified us about such damages, or for any claims by any third parties.
9. You agree to indemnify, defend, and hold us harmless, at your own expense, from and against any liability, fees (including attorney's fees) and/or costs arising out of or relating to your breach or violation of the Terms of Use.

10. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to the Terms of Use or the ownership, operation or maintenance of this website shall be resolved exclusively in the appropriate state or, where subject matter jurisdiction is appropriate, federal court in Los Angeles County, California. All such disputes shall be governed by and construed in accordance with the laws of the State of California.

11. You agree that we may modify these Terms of Use at our sole discretion, without notice to you, and that your right to access this website is conditioned upon your compliance with the most current version of these Terms of Use. You further agree that we may modify all or any portion of this website and/or any service available on this website without notice or cause at any time.

12. We may terminate all or any portion of these Terms of Use and/or all or any portion of this website without notice or cause at any time. You agree not to use all the applicable portions of this website for any reason if at any time we terminate your access to all or any portion of this website, we terminate all or any portion of these Terms of Use, or you do not agree to all or any portion of these Terms of Use. If at any time you do not agree with any portion of the body of these Terms of Use or the [Privacy & Security Policy](#), you must immediately cease using this website. Further, if you are attempting to use this website to make a credit/ debit card payment on your financial obligation with the Los Angeles County Probation Department, and when prompted you do not indicate that you have read and understand the following notice when prompted, you will not be permitted to use this website to make such a payment:

The use of fraudulently acquired or transferred credit/ debit cards and the fraudulent use or attempted fraudulent use of credit/ debit cards to make payments or court ordered financial obligations will be referred to the agencies authorized by law to investigate and prosecute violations of criminal law and may result in the filing of new charges as well as violations of probation. Further applicable terms and conditions are set forth in the Terms of Use.

The provisions of Sections 2 through 10 and 12 through 14 shall survive any termination of the agreement formed by these Terms of Use.

13. These Terms of Use constitute the entire agreement between you and us relating to your access to and use of this website and supersede any prior or contemporaneous representations or agreements. These Terms of Use shall govern our legal rights and

obligations. Any rights not otherwise expressly granted by these Terms of Use are reserved by us. This Agreement may not be modified, either expressly or by implication, except as set forth in Section 11 above.

14. If any provision of these Terms of Use is deemed invalid or for some reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not in any way affect the validity or enforceability of the remainder of these Terms of Use not deemed invalid or unenforceable.