

County of Los Angeles
Agricultural Commissioner/Weights and Measures
Online Payment Service
TERMS OF USE

1. Thank you for visiting the Agricultural Commissioner/Weights and Measures Website. This Website is operated by the County of Los Angeles (“LACO”, “County”, “we”, “us”, or “our”). We ask that you carefully review these Terms of Use and all documents referenced in or linked from 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. These Terms of Use, together with the [Privacy & Security Policy](#) governs use of this Website. The [Terms of Payment](#) governs your use of this Website to pay for your business registration fee for weighing and measuring devices or point of sale stations with an e-check or with a credit/debit card. You agree to be bound by these Terms of Use. If you do not agree to any portion of these Terms of Use, you may not use this Website.
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 pay your registration fees and pay with an e-check or credit/debit card, such use is also governed by [Terms of Payment](#) (Additional Terms). Such Additional Terms are incorporated these Terms of Use by this reference.
4. Unless otherwise noted, 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, Content), and the compilation (meaning the collection, arrangement, and assembly) are owned by us, or by third parties who have licensed such Content to us. Such Content is protected by U.S. and International copyright laws. We, on behalf of ourselves and licensors, expressly reserve all rights, including without limitation, intellectual property rights, in this Website and all Content and compilation of Content from time to time available on this Website. Access to this Website does not confer, and shall not be considered as conferring, upon you or any other user of the Website any license to other rights to the Website, the Content or the compilation of Content.
5. Any notice or other type of information that is provided to you in connection with using this Website, such as these Terms of Use, Additional Terms and the [Privacy & Security Policy](#), amendments to any of these documents, payment or purchase confirmations, and other information (collectively, Communications), may be posted on this Website or, where applicable, sent to your email address. We are not obligated to provide any Communications to you in paper form.

6. We provide the 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 the Website will be error-free, (b) defects in the Website will be corrected, (c) the Website or its servers are free of viruses or other harmful components and/or (d) the 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 the Website.
7. We may provide links from the Website to other websites as a convenience to our visitors. We have no control over the content posted at those linked websites, all of which have separate terms of use and privacy policies. We make no representation about the use, accuracy, reliability, and/or completeness of any information or other material available thereon. Links to third party websites are not intended to and do not imply affiliation with or sponsorship or endorsement of these websites or of the third parties operating such websites. Once you link to another website, you are subject to the terms of use and privacy and security policy of that website and use of that website is at your own risk.
8. We have not reviewed all the third party websites linked to or framing this website and are not responsible for the contents of any pages contained on such third party websites. By entering this Website, you acknowledge and agree that the County of Los Angeles has not reviewed all the third party websites linked to or framing this Website and is not responsible for the content of any pages of such third party websites. We do not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal 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 websites and their content. Your use and visit of any other websites is at your own risk.
9. You are prohibited from violating or attempting to violate the security of the Website, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including without limitation, via means of submitting a virus to the Website, “overloading”, “flooding”, “spamming”, “mail-bombing” or “crashing”; or (d) sending unsolicited email, including promotions and/or advertising of products and services. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and cooperate with law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Website or any activity being conducted on this Website. You agree, further not to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Website other than the search engine and search agents available on this Website and other generally available third party web browsers (e.g., Internet Explorer, Firefox, etc).

10. We do not accept any liability for any conduct, acts or omissions occurring on this Website. Under no circumstances will we be liable to you for any direct, 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.
11. 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 these Terms of Use.
12. 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 County of Los Angeles, California. All such disputes shall be governed by and construed in accordance with the laws of the State of California.
13. You agree that we may modify or add to 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.
14. We may terminate all or any portion of these Terms of Use and/or all or any portion of this Website without prior 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 at any time you are attempting to use this Website to pay by credit/debit card, and if you do not agree with any applicable portion of the Additional Terms, you must, when prompted, select the "Cancel" button and immediately cease using this Website to make such payment. The provisions of Sections 4, 10 through 16 shall survive any termination of these Terms of Use.
15. 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 13 above.
16. 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 enforcement of the remainder of these Terms of Use not deemed invalid or unenforceable.

Last Updated: 07/15/2014