

## Terms and Conditions

These terms and conditions govern the functionality provided through this site. This document outlines important conditions that apply to your use of these services. When you access and use of this site, with us or any third-party vendor acting on our behalf, you and any person you authorize to perform functions on your account agree to these terms and conditions.

1. **System requirements.** In order to this service, your system must meet the following requirements:
  - IBM or Macintosh compatible computer
  - Internet access
  - Microsoft Internet Explorer 4.01 or later versions (4.5 for Mac users)
2. **Invalid Instructions.** If we receive payment instructions authorized by you and the instructions are erroneous or insufficient in any way, we shall have no obligation or liability for the error.
3. **Transaction Limitations.** Certain types of bank accounts have limits on the numbers of transfers or withdrawals that may be made per month. Your bank may refuse debits that exceed such limits. Your bank may also refuse debits that exceed the amount of funds available. If we are not able to debit the amount required to cover an authorized payment and any fees from your account, we will not be able to make the payment you have authorized and will not be held liable for any costs, damages, etc. as a result of a failed transaction. We have no obligation to try to debit an account for a specific payment more than once.
4. **Cutoff Hours.** We will attempt to debit the funds from your bank account of payment authorizations from you the same business day or next business day. After processing with your bank, payments should be posted to your account on the following business day.
5. **Business Days.** Business days for bank account debits are Monday through Friday, excluding banking holidays. Business days for crediting payment to your account are Monday through Friday. Our business days for customer service are Monday through Friday, excluding holidays.
6. **Authorized Users.** You must access the services with the appropriate Reference Number and License Plate. You may only authorize payments from bank accounts on which you are a signer. Any signer is authorized to make payments, even if your bank account otherwise requires two or more signatures for withdrawals.
7. **Confidentiality.** We will never sell any personally identifiable information to a third party without your consent. We will only disclose information to third parties about your account or the payments you make when it is:
  - Necessary for opening or maintaining your account or for completing transfers or payments,
  - Lawfully required or,
  - Requested or authorized by you.
8. **Fees.** Payments that are returned by your bank for any reason will be assessed a \$30.00 processing fee.
9. **Stop Payments.** Once you have given final authorization, the payment may not be canceled through our system. Contact your bank for assistance.
10. **Your Liability.** You agree to regularly and promptly review and verify all transactions through your bank's account statement or online activity reporting tools. If your bank statement shows transactions by us that you did not authorize, contact your bank.
11. **Our Liability.** If we do not complete payment in a timely manner in accordance with these terms and conditions, we will waive any late fees you may incur. However, there are some exceptions. We will NOT be liable, for example, when:
  - Your bank account does not contain sufficient available funds for us to debit the account in the amount of the payment authorized.

- The funds in your bank account are subject to an uncollected funds holds, legal process or any other encumbrance or claim restricting transfers at the time we attempt to debit your account for an authorized payment.
- The information you or your Other Payers have supplied to us is incorrect, incomplete or not timely.
- The web sites or other systems are not working properly.
- Circumstances beyond our control (such as fire, flood, computer breakdown or problems with telephone line, etc.) prevent or impede the transaction, despite reasonable precautions we have taken.
- There may be other exceptions as well.

## 12. In Case of Error or Questions.

Telephone us at (512) 371-9995 or contact us at:

Municipal Services Bureau

6505 Airport Boulevard  
Suite 100  
Austin, Texas 78752

[512] 371-9995 Local  
[512] 371-9994 Fax

Contact us with your question or concern as soon as you can. If you think there is an error with the payment as posted to this site, we must hear from you no later than 60 days.

- Tell us your name, Reference number, type of payment being made.
- Describe the error or the transaction you are questioning.
- Tell us the dollar amount of the suspected error and any other details you may have that related to the transaction.

If you tell us orally, we may require that you send us your question or concern in writing within 10 business days. We will investigate your complaint within 10 business days and will correct any error promptly.

13. **Change in Terms.** It is possible that our terms and conditions may change over time. We will post any changes on our web site and will send you any legally required notice. Prior notice may not be given, however, where an immediate change is necessary for security purposes.
14. **Electronic Disclosures.** We are required to provide you with certain disclosures and notices which are mandated by various laws and rules. You agree to receive all such disclosures and notices electronically, which in most cases will be done at our web site or the web site of our vendors.
15. **Copyright and Trademark Notices.** The images, text, screens, and web pages appearing on this internet site are owned by us, or others, as indicated and are protected by copyright laws. You agree not to copy, display, distribute, download, license, sublicense, publish, repost, reproduce, reuse, sell, transmit, create derivative work from or otherwise use for public or commercial purposes, the information and materials on this site, without our express written permission. Unless otherwise noted, all other

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16. **Limitations.** You acknowledge and agree that you are personally responsible for your conduct while using these services. You agree that neither we nor any party involved in creating or delivering this web site is liable for any direct, indirect, incidental, consequential or punitive damages arising out of your access to, or use of, this site. We assume no responsibility for and will not be liable for any damages to or any viruses which may affect your computer equipment or other property on account of your access to or use of or downloading from our site.

If we fail to enforce any of our rights under these Terms of Use or applicable laws, it shall not be deemed to constitute a waiver of such right. If any provision of these documents is found by a court to be invalid, then the remaining terms and conditions shall remain in full force and effect.

By accessing and using this site, you agree to the terms and conditions of these Terms of Use without limitation or qualification.