

CITY OF Topeka eServices TERMS AND CONDITIONS

This document contains the terms and conditions for use of this Web site. By agreeing to these terms and conditions, you also agree that each time you visit or use this website you agree to the terms and conditions stated herein.

AUTHORIZATION FOR AUTOMATED CLEARINGHOUSE (ACH) DEBITS Use of your Site Password authorizes the City of Topeka, and parties authorized by the City of Topeka, to originate single entry or recurring ACH debits to your checking or savings account and your financial institution to honor those debits. These transactions will be conducted pursuant to Federal Regulation E and NACHA WEB regulations and guidelines.

CARD PAYMENTS Your entry and submission of Credit or Debit card information to this site authorizes the City of Topeka, and parties authorized by the City of Topeka, to initiate payments to applicable Card Associations and Networks and your financial institution or card issuer to honor those payments. These transactions will be conducted pursuant to Association and Network regulations and guidelines.

PAYMENTS AND FEES This website is for City of Topeka and Shawnee County Refuse accounts only and allows users to make payments on their accounts as one-time payments. The City of Topeka does not currently charge users any fee for making payments. The City of Topeka does contract with a third party provider to process payments and that provider may charge a convenience fee per transaction. These are flat fees and subject to a security limit, determined by the type of City of Topeka account. You are responsible for any fees charged by your financial institutions and card issuers arising directly from the transaction itself or related to the transaction such as but not limited to overdraft fees, return fees, periodic interest charges, and late fees.

PAYMENT TIMING AND CREDIT Payments made after 6:30 a.m. Central Time, or on a day other than a business day, are processed the next business day. Weekends and City of Topeka Holidays are not business days. Your payment will be reflected on your City of Topeka billing records immediately after payment has been made.

PAYMENT REVOCATION Check, Credit Card, and all phone payments are considered final at the time they are submitted and may only be reversed by contacting City of Topeka Customer Service at 1-785-368-3111. The City of Topeka reserves the right to refuse to complete your online payment even after you have made or scheduled the payment online.

DOCUMENTATION Payments and fees made by ACH will be listed as "City of Topeka-UT Bill" on your Banking account, Credit Card or Debit Card statement. Users should print copies of payment receipts from this website.

ACCURACY OF PRESENTATION The City of Topeka does not guarantee that the account information presented online is always complete, accurate and up-to-date. In cases where the information

presented online, either in part or in whole, differs from your billing records at City of Topeka, the latter shall have precedent over the former.

ERROR RESOLUTION ALL QUESTIONS ABOUT PAYMENTS MADE VIA THIS WEBSITE SHOULD BE DIRECTED TO THE CITY OF TOPEKA. The City of Topeka is responsible for resolving all errors in payments made via this website. In cases of errors and/or questions about your payment, call or write the City of Topeka at the phone number, email or mailing address provided below. Contact the City of Topeka about payment errors listed on your Checking Account or Credit Card statement no later than 60 days with your City of Topeka account number and website payment confirmation number. Errors in your Checking Account or Card statements that are unrelated to this website should be directed to your financial institution or card issuer.

USE OF CUSTOMER INFORMATION The City of Topeka may disclose information to third parties about your account(s) or the payments you make: (1) where it is necessary for completing payments; or (2) in order to verify the existence and conditions of your account(s) for a third party, such as a credit bureau or merchant; or (3) in order to comply with laws, regulations or government agency or court orders; or (4) if you give the City of Topeka your written permission; or (5) if the City of Topeka arranges with another party to provide part of the services. Under all sharing arrangements, the City of Topeka requires its service providers and marketing partners to keep such information confidential and prohibits them from disclosing such information to anyone for any other purpose.

LIABILITY The City of Topeka's liability is limited by law and limited to those damages proximately caused. If the City of Topeka's error was unintentional and is determined to have resulted from a bona fide error, the City of Topeka's liability is limited to actual damages. Neither the City of Topeka nor its subcontractors shall be held liable for: if through no fault of the City of Topeka, you do not have enough money in your checking or savings account to make your payment; transfer of money from your checking or savings account is restricted; this website was not working; circumstances beyond the City of Topeka's control (such as flood or fire) prevent payment despite reasonable precautions; you fail to use this website properly or fail to properly secure your computer from viruses, spyware, Trojan horses, or other malicious code; you do not request payment sufficiently in advance of your payment due date; your financial institution or card issuer refuses to honor your payment; your instructions are lost or delayed in transmission to the City of Topeka; a reasonable security concern, such as unauthorized use, causes the City of Topeka not to make the payment; your account is closed; the City of Topeka has blocked your access to this website; this website has been terminated or suspended; this website indicates your request will not be processed. This website system may not be available at all times.

TERMINATION Your use of this website is optional. The City of Topeka reserves the right to discontinue this website at any time, for any reason, without prior written notice. The City of Topeka may also temporarily discontinue this website, at the City of Topeka's sole discretion. Termination does not affect your right and obligations for payments made on this website prior to termination.

CHANGE IN TERMS The City of Topeka may change the terms of this agreement at any time. As required by law, the City of Topeka will inform you of any changes. Unless otherwise stated, changes will be

effective immediately. YOUR CONTINUED USE OF THIS WEBSITE WILL MEAN YOU AGREE TO THE NEW TERMS.

WARRANTY SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, EXCEPT AS OTHERWISE PROVIDED THEREIN OR REQUIRED BY LAW. YOU AGREE THAT NEITHER THE CITY OF TOPEKA NOR ANY SUBCONTRACTOR OF THE CITY OF TOPEKA SHALL HAVE ANY LIABILITY FOR SPECIAL INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. THE CITY OF TOPEKA DOES NOT GUARANTEE THE SECURITY, PRIVACY OR INTEGRITY OF INFORMATION IN TRANSIT OVER TELEPHONE LINES. THE PROCEEDING SHALL NOT BE DEEMED TO DISCLAIM LIABILITY SPECIFICALLY IMPOSED ON THE CITY OF TOPEKA OR THE CITY OF TOPEKA'S SUBCONTRACTORS BY STATUTE OR REGULATION; TO THE EXTENT SUCH LIABILITY CANNOT BE WAIVED OR DISCLAIMED.

MISCELLANEOUS No waiver of any terms will be effective unless in writing. You may not transfer your right or obligations under this agreement. If any term is invalid, the remaining terms shall be valid. These terms are in addition to any other agreement you have with the City of Topeka.

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