

County of Los Angeles

Fire Department

Online Payment Service

TERMS OF USE

1. Thank you for visiting the Los Angeles County Fire Department website ("Website"). This Website is operated by the County of Los Angeles ("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. The Terms of Use, together with the [Privacy & Security Policy](#) and, if applicable, the [Terms of Payment](#) govern your use of this Website. You agree to be bound by these Terms of Use and if you do not agree to these Terms of Use, you may not use this Website.
2. By using our Site, you agree to be bound by these Terms of Use. You further agree that your agreement to these Terms of Use, although signed by you electronically, has the same legal effect as if it had been personally signed by you on paper.
3. 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 intellectual property laws, including 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.
4. Any notice or other type of information that is provided to you in connection with using this Website, such as these Terms of Use, the [Privacy & Security Policy](#) and the [Terms of Payment](#), amendments to any of these documents, payment or purchase confirmations, and other information (collectively, "Communication"), may be posted on this Website or, where applicable, sent to your email address. We are not obligated to provide any Communication to you in paper form.
5. 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 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 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 leave our Website, you are subject to the Terms of Use and Privacy & Security Policy of that website and use of that website at your own risk. Please review the [County Website Advertising and Hotlink Policy](#) for additional information regarding how we link to other websites.
7. We have not reviewed all the third party websites linked to or framing this Website and are not responsible for the content 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 such third party websites. We do not make any representations or warranties as to the security of any information (including, without limitation, banking 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 visits to any other websites or to any other websites connected to our Website is at your own risk.
8. 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).
9. 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 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.
10. 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.

11. 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 County of Los Angeles, California. All such disputes shall be governed by and construed in accordance with the laws of the State of California.
12. 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. By continuing to use this Website, you consent to these Terms of Use, at it changed from time to time. 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.
13. 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 agree to all or any portion of these Terms of Use. If at any time you do not agree to these Terms of Use or the [Privacy & Security Policy](#) or as applicable, the [Terms of Payment](#), you must immediately cease using this Website. The provisions of Sections 4, 10 through 15 shall survive any termination of the agreement formed by these Terms of Use.
14. These Terms of Use, the [Privacy & Security Policy](#), and as applicable, the [Terms of Payment](#), 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. These Terms of Use may not be modified, either expressly or by implication, except as set forth in Section 12 above.
15. Any express waiver or failure to exercise promptly any right under these Terms of Use will not create a continuing waiver or any expectation of non-enforcement. Any waiver of these Terms of Use must be in writing and signed by the party against whom enforcement of the waiver is sought. If any provision of these Terms of Use is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of these Terms of Use will remain in full force and effect. You acknowledge and agree that there is and will be no third party beneficiary to these Terms of Use.

Last Updated: 05/04/2016