
Terms & Conditions – Utility Online Payments

General

The City of Everson – Utility Online Payments (“www.ci.everson.wa.us”) owns and operates this Website. This document governs your relationship with www.ci.everson.wa.us (“Website”). Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts, or all of this, Website.

This Website may contain links to other websites (the "Linked Sites"), which are not operated by www.ci.everson.wa.us and has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

Privacy Policy

Our privacy policy, which sets out how we will use your information, can be found at <http://www.ci.everson.wa.us/metapages/privacy.html>. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and www.ci.everson.wa.us will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

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Terms of Sale

By placing an order you are offering to purchase utility service on and subject to the following terms and conditions.

In order to contract with www.ci.everson.wa.us you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. www.ci.everson.wa.us retains the right to refuse any request made by you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the service.

(a) Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order.

(b) Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any services which you have received we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled.

(c) Payment

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfill the transaction. Your card will be debited upon authorization being received.

Disclaimer of Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law www.ci.everson.wa.us and its content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or

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Linking to this Website

This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

Disclaimer as to ownership of trademarks, images of personalities and third party copyright except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with www.ci.everson.wa.us and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to www.ci.everson.wa.us.

Indemnity

You agree to indemnify, defend and hold harmless www.ci.everson.wa.us, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

Variation

www.ci.everson.wa.us shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and www.ci.everson.wa.us. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of www.ci.everson.wa.us.