

## **CONDITIONS OF USE**

Please read the following terms of use carefully before using this service. By using this service, you agree to be bound by all of the terms and conditions set forth below. All information on this site is provided subject to your agreement to these terms and conditions. If you do not agree to these terms and conditions, do not use this site or service.

### **Insufficient Funds**

In the event that your payment is returned unpaid for "NSF" or "Insufficient Funds", you understand and agree to pay a return fee of twenty eight dollars (\$28.00) or the maximum fee allowed by law.

### **Disclosure of Information**

By using this service, you authorize us to disclose to third parties for the sole purpose of offering and administering this online payment service information you have provided, or as otherwise required by law.

### **Binding Obligation**

You agree that all electronic communications that we receive on this Site or otherwise in connection with the online payment services provided, such as those directing us to take an action with respect to your account, that match access information or other identity information you have provided when enrolling in or using the services will be deemed valid, authentic and binding obligations. Pursuant to law and regulations, these electronic communications therefore will be given the same legal effect as your written and signed paper communications, shall be considered a "writing" or "in writing" and shall be deemed for all purposes (i) to have been "signed" and (ii) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. You agree that electronic copies of communications are valid and you will not contest the validity or enforceability of such communications or any related transactions, absent proof of altered data or tampering, under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound thereby, and such copies shall be admissible if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form.

### **General Disclaimer**

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IN NO EVENT SHALL THE TOWN OF BETHEL, THE TAX COLLECTOR, THE TOWN OF BETHEL'S OTHER AGENCIES, OR THE EMPLOYEES AND REPRESENTATIVES OF ANY OF THE FOREGOING BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, DISCLOSURE OF CONFIDENTIAL INFORMATION, OR LOSS OF PRIVACY, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THIS SITE OR THE INABILITY TO USE THIS SITE.

### **Harm To Computer Systems/Data**

You agree that the Town of Bethel shall have no liability of any kind for viruses, worms, Trojan horses, or other similar harmful components that may enter your computer by downloading information, software, or other materials from this site or any other Town of Bethel Site.

### **Termination**

The Town of Bethel reserves the right to terminate this agreement and your access to the online payment services, in whole or in part, at any time and for any reason.

### **No Waiver**

The Town of Bethel shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any right or remedy shall operate as a waiver of that right or remedy or any other rights or remedies. A waiver on any particular occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **Applicable Law**

The foregoing terms and conditions and all disputes arising under them shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Connecticut.

## **PRIVACY POLICY**

The Town of Bethel will only share the information you provide with the companies that provide these payment services, unless otherwise required by law. We require that these companies protect your information and use it only to provide the services we ask them to perform for us.

In the State of Connecticut, laws exist to ensure that government is open and that the public has a right to access appropriate records and information possessed by state and local government. At the same time, there are exceptions to the public's right to access public records that serve various needs, including the privacy of individuals. All information collected at this site becomes public record that may be subject to inspection and copying by the public, unless an exemption in law exists.