

**THE LAW OFFICES OF THE
LOS ANGELES COUNTY PUBLIC DEFENDER
SUPPORT SITE
TERMS OF PAYMENT**

**PLEASE READ THESE TERMS OF PAYMENT CAREFULLY. IT CONTAINS VERY IMPORTANT
INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS,
AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.**

1.0 Conditions of Payment

These Terms of Payment set forth the terms of the Internet/online payment service ("ePay") offered to you by the Law Offices of the Los Angeles County Public Defender (PD) ("PD", "we", "us", "our", or "ourselves") with respect to your donation payment on PD's website ("Site"). PD will not accept payments through this Site from any party/individual who is not an authorized user of the credit/debit card or eCheck utilized for the payment of the fees. By submitting a payment through this Site, you certify that you meet these, and all other requirements set forth in these Terms of Payment. Capitalized terms used in these Terms of Payment shall have the meanings given to such term in the Terms of Use and/or Privacy & Security Notice, as applicable.

2.0 Credit/Debit Card Payment

Credit/debit card payments are limited to cards with the Visa, MasterCard, Discover, and American Express logos. Your monthly card statement will reflect your payment amount, in its entirety, as one payment. The total payment will be labeled as "LACO-PDSUPPORT."

3.0 eCheck Payment

eCheck payments are limited to U.S. business/corporate or personal checking accounts drawn on U.S. based financial institutions. Your payment, in its entirety, will appear on your billing statement as one payment and will be labeled "LACOPDSUPPORT."

4.0 Payment Date

Your payment is deemed received after all of the following occurs: (1) you select the "SUBMIT" button for your payment, (2) we confirm the transaction, and (3) we provide you with a confirmation number via email.

5.0 Transaction Receipt

A payment is not deemed made until we provide you with an online confirmation number for such payment. You can email, download, or print a copy of the receipt page with your confirmation

number for your records. In addition, you will receive an email confirmation of your payment if an email address has been provided. It is recommended that you check your email SPAM folder for our email. You can add the donotreply@figov.com domain name to your Safe Senders List to ensure that you continue to receive our email in the future. We also recommend that you keep this confirmation number available for reference to assist PD personnel should you have questions related to your online payment.

6.0 Your Representations

In addition to the representations in the Terms of Use, you represent to us that: (1) the information you provide in connection with this ePay service will be accurate; (2) you have the right to authorize us to obtain payment from the account designated in your instruction; and (3) no other person's authorization or action is needed to approve our creation and processing of the payment against your designated account.

7.0 Electronic Communications

Any notice or other type of information that is provided to you in connection with the ePay service, such as these Terms of Payment, the Terms of Use, Privacy & Security Notice, payment confirmations, amendments, and other payment information ("Communications"), may be sent to you electronically (i.e., by posting the information at this Site or by sending it to your email address). We will not be obligated to provide any Communications to you in paper form. If you do not agree to receive electronic Communications, you agree not to use the ePay service and should select the "CANCEL" button now.

8.0 Minimum System Requirements

In order to use the ePay service, you will need a working connection to the Internet from a personal computer device. The ePay service may not function properly when using Web-enabled television, cellular telephone, or other similar connections. Your Internet browser must support the Secure Sockets Layer (SSL), 128-bit encryption protocol. Mozilla Firefox 2.X or higher and Microsoft Internet Explorer 5.X or higher will support this feature. You will also need either a printer connected to your computer to print Communications or sufficient hard drive space available to save the information. You must have your own Internet service provider (ISP), as we do not support and/or provide an ISP service.

9.0 Disclaimers Limitation of Liability

We offer the ePay service as a courtesy only. In addition to the disclaimer of warranties included in the Terms of Use, we assume no obligation to ensure that it is available for your use. There may be times when the ePay service is unavailable due to system maintenance, outages, or unavailability of Internet services.

In addition to the limitation of liability included in the Terms of Use, you agree that neither PD nor the County of Los Angeles shall be subject to any liability related to the payment of fees for

services using the ePay Service, including any amount of damages above the aggregate dollar amount paid by you for such services under these Terms of Payment.

10.0 Tax Information

Donations, contributions or gifts to the County of Los Angeles or to any of its departments are tax deductible if they are for public purposes. Los Angeles County is a chartered county and is a political subdivision of the State of California. The California Revenue and Taxation Code allows the same itemized deductions for California personal income tax purposes as are allowed under Internal Revenue Code Sections 170(a) and 170(c) (1) of the Internal Revenue Code which permit an itemized deduction for donations, contributions and gifts to, or for the use of, a political subdivision of any State, if the contribution or gift is made for exclusively public purposes.

Los Angeles County's Federal Identification Number is 95-6000927, and its California Tax Identification Number is 800-9593.

11.0 Refunds

There are no refunds of tax-deductible contributions and donations, except in the events of credit card theft or unauthorized use of a credit card.

12.0 Amendments/Termination

We reserve the right to amend (e.g., add to, delete, or change) these Terms of Payment and/or the ePay service, and we may terminate your use of this ePay service at any time, without cause or prior notice.

13.0 Entire Agreement

These Terms of Payment and the Privacy & Security Notice, constitute the entire agreement between PD and you with respect to the ePay service.

No change to your payment can be made once it has been submitted. Please check the information for accuracy.

Your monthly statement will reflect your payment amount, in its entirety, as one payment. The total payment will be labeled as "LACOPDDONATION" for credit/debit card payment and "LACOPDDONATION" for eCheck payment.

By checking "I agree that I have read fully and accept the above terms" and clicking the "CONTINUE" button, you are confirming that: (1) you agree to receive Communications electronically; (2) your computer system meets the requirements set forth above; (3) you are able to access, print and/or store information presented at this Site; and (4) you agree to Terms of Payment, together with the Privacy & Security Notice and Terms of Use found elsewhere at this Site.

Updated: December 22, 2020

I agree that I have read fully and accept the above terms.

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