

## Terms and Conditions

### CityPay website | Terms and Conditions

THANK YOU FOR VISITING THE CITY OF NEW YORK CITYPAY WEBSITE. THE CITYPAY WEBSITE PROVIDES ELECTRONIC BILL PAYMENT SERVICES. THE FOLLOWING TERMS AND CONDITIONS GOVERN THE USE OF THIS WEBSITE AS WELL AS THE SERVICES ACCESSED FROM IT. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

#### **General Information**

The City of New York provides you this CityPay website. It is anticipated that this website will be available 24 hours a day, 7 days a week, except for scheduled maintenance periods. However, unexpected outages that prevent users from making a payment on this website may occur. The site allows you to pay various City of New York charges originating from multiple City agencies. Please note that not all charges may be payable by all forms of payment. This site identifies payment options for each charge. For comments or suggestions regarding these Terms and Conditions or any information contained on this website please email [CityPay@finance.nyc.gov](mailto:CityPay@finance.nyc.gov).

These Terms and Conditions govern your use of this website. By using the Website and clicking "I agree," you are consenting to these Terms and Conditions. If you access the CityPay website from any non-U.S. territory, please note you do so at your own risk and are responsible for compliance with any local laws. "Robots," "spiders," malware, malicious codes or programs, bots, scraping, trolling, automated programs, and any use that adversely affects site or server bandwidth are prohibited from using this website.

#### **Definitions**

In this Agreement, the word "Account" is the bank account or the credit card or debit card account you designate as the payment account for the Electronic Bill Payment Service (as described below). The words "you" and "your" refer to the user of the website. If such user is an authorized agent of a disclosed principal in whose name the Account has been established, then "you" and "your" refer to such principal. The words "we," "our" and "us" refer to The City of New York (the "City"). "Financial Institution" refers to the bank or card issuer, which holds or issues your Account. "Agreement" refers to the terms and conditions stated herein, or as amended by us from time to time. "Business Days" means Monday through Friday, except for City holidays.

#### **DISCLAIMERS**

We disclaim, for our vendors and ourselves all warranties, either expressed or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose with respect to the quality, content, accuracy, completeness, currency, freedom from interruption, freedom from computer virus and freedom from errors or omissions. In no event shall we or any of our vendors be liable for (a) errors caused by you, including but not limited to your supplying incorrect or incomplete Account and/or payment information or your failure to protect your data while using the website and (b) to the fullest extent permitted by applicable law, any and all damages, including indirect, special, incidental 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 your use of, or inability to use this website or the Electronic Bill Payment Service. We encourage all users of this website to be vigilant and to carefully protect their private and confidential data.

Scheduled maintenance periods and unexpected service outages may occur. In no event, will we or our vendors be liable to you for your inability to use this website or the Electronic Bill Payment Service during such periods or outages.

In addition, in no event will we or any of our vendors be liable for any act or omission of any third party, including but not limited to your Financial Institution, any payment system, or any provider of telecommunications services, Internet access or computer equipment or software, or for any force majeure event beyond our control including, but not limited to, fire, flood or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services. We are not liable for delays caused by the mail or any payment or clearinghouse system.

### **Privacy of Information**

By agreeing to these Terms and Conditions, you acknowledge that we will receive certain personal information when you use the Electronic Bill Payment Services, and that you are voluntarily providing this information to us. We will not rent, sell or otherwise make available to any third party any information that identifies you or payments you make through the Electronic Bill Payment Service, other than to process your payment or comply with applicable law, rule or regulation. Please click here to review the [City of New York Privacy Policy](#).

### **Access to Other Information**

The City of New York maintains records (including information displayed through the Electronic Bill Payment Service as part of your bill) containing personal information about individuals, or information that can be identified or associated with a particular individual. Examples of this information include the borough, block, and lot number associated with a property, an address that is associated with a particular account number, and a license number that is associated with a particular vehicle. To the extent these records contain information that is not considered confidential, such information may be posted or available on this website as part of the billing information. If you are concerned with regard to the accuracy of any information displayed on this website, you must contact the Agency responsible for issuing your bill.

### **Security**

To process your payment securely, we use Secure Sockets Layer (SSL), a security protocol that provides data encryption, server authentication, and message integrity for connections to the Internet, to ensure that account numbers and personal data you provide by using this website are not transmitted over the Internet unencrypted and cannot be viewed by unauthorized individuals.

### **Using the Credit/Debit Card and Electronic Check Payment Service**

The Electronic Bill Payment Service is an Internet-based service that allows you to make payments to the City via the Internet using your credit or debit card or bank account. In activating this service you instruct the City or its authorized agent to debit or charge your account which allows your payment to be forwarded to us, based on the payment instructions you provide on the website, subject to these Terms and Conditions. If you choose not to accept these Terms and Conditions, you will not be able to make a payment on this site and none of the personal information that you provide on this website will be transmitted or retained by the City of New York.

In order to use this website for Electronic Bill Payment Service, you must complete all requested information. If you are concerned about your privacy, then please see our Privacy Policy. You must designate an Account at a Financial Institution, which will be debited in order to forward the payment to us. You must be a person in whose name such Account has been established or a person authorized to use or draw against such Account.

You authorize The City of New York or its authorized agent to initiate debit entries to (i.e., charges against) your Account in the amounts you specify and to initiate any debit or credit entries or reversals, as the case may be, to your Account as may be necessary to correct any error in a payment or transfer. Your Account will show separate transactions for the payment to us. Once you complete a transaction on the CityPay website, your authorization to debit or charge your Account for this specific payment shall remain in full force. In order for you to make the payment, we will electronically order our Financial Institution to debit your Account to execute a transfer of your funds in the amount you instructed.

Your payment is considered accepted when you receive an online confirmation. Payments received before 6 PM will be provisionally credited to your account on the date you make your payment. If your payment is received after 6 PM, on a weekend, or a holiday, it will be provisionally credited to your account on the next business day. It will not be considered final until it is deemed settled by your financial institution. If you make your payment with a MasterCard debit or credit card, we will receive funds two business days after the date on which you execute payment. If you make your payment with an American Express or Discover credit or debit card, we will receive funds three business days after the date on which you execute payment. For payments made by eCheck we will receive funds within two business days after the date on which you execute payment.

### **In Case of Errors or Questions about the Electronic Bill Payment Service**

Questions about payments made through the CityPay website can be directed to us by sending an e-mail to [CityPay@finance.nyc.gov](mailto:CityPay@finance.nyc.gov). This e-mail address should only be used if you have questions related to your payment. For questions about your bill, invoice, the fulfillment of any transaction, or any question not related to your payment transaction, please contact the issuing Agency. You agree to email us as soon as possible if you believe that an error has occurred, or if there has been unauthorized use of your account. When you contact us, please be prepared to provide your name and receipt number.

### **Limits on Use**

You must be a person authorized to make a payment using the credit or debit card or bank account provided to us on this website. Payment must be made in U.S. dollars. You agree not to use the CityPay website in an amount that will exceed the funds or available credit line in your Account. If you do, we have no obligation to complete the transaction and you agree that we may debit your Account for our returned item fee or other similar fee. Other instructions on the Electronic Bill Payment Service may apply and can be found on this website.

Your use of your Account may be limited by your agreement with your Financial Institution and by applicable law. We are not responsible for not completing a transaction as a result of any such limit on your Account, and we are not responsible if your Financial Institution fails to honor any debit against your Account. At our sole discretion, we may refuse to complete any transaction, which we have reason to believe is not made by you, may violate any law, rule or regulation, or if we have reasonable cause not to honor it.

### **Communications/Verifications**

Communications to us via this website shall in no way be deemed to constitute legal or official notice to the City of New York, its agencies, officers, employees, representatives or agents with respect to any existing, pending or future claim or cause of action against the City of New York or any of its agencies, officers, employees, representatives or agents where notice is required by Federal, State or local law. Nor shall communications to the City of New York via this website be deemed to constitute legal or official notice for any other purpose. We ask all website users to use appropriate names and language in the name spaces, address spaces and other spaces (if any) provided on the website. Users are prohibited from using false e-mail addresses.

### **Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the City and State of New York, (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

### **Jurisdiction**

You agree that any and all claims asserted by or against the City arising under or related to these Terms and Conditions or your use of the website or the Electronic Bill Payment Service shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. You further agree that any cause of action arising out of these Terms and Conditions, or your use of the CityPay website or the Electronic Bill Payment Service, shall be deemed to have arisen from a transaction of business in the State of New York.

**Amendments**

We may amend these Terms and Conditions from time to time. In such event, we will post the amended terms on the website, and you will be able to read them prior to agreeing to them.

**Liability**

Should you choose to terminate or discontinue your use of the Electronic Bill Payment Service, you shall nonetheless remain liable for the payment of all amounts you owe the City. You agree to pay all costs and expenses that we may incur in order to collect any amounts you owe under these Terms and Conditions. You must be a person authorized to make a payment using the credit or debit card or bank account provided to us on this website.

**Miscellaneous**

These Terms and Conditions constitute the full agreement between you and the City related to the use of this website. If any provision of these Terms and Conditions is held invalid or unenforceable, all other provisions will remain in full force and effect. The City, and any vendors or third party contractors partnered with the City to provide this website, may choose not to exercise or to delay enforcement of any of our rights under these Terms and Conditions without losing them.