

## WEBSITE TERMS OF USE

### Acceptance of Website Terms of Use

These Website Terms of Use (“Terms” or “Terms of Use”) governs your use of [pay.cityofchicago.org](http://pay.cityofchicago.org) (“Website”), maintained and managed by CityBase Corporation, its authorized agents and contractors (“collectively, “CityBase”, “CityBase Corporation,” “Us,” “We,” “Our,” or “Company,”) on behalf of the City of Chicago. Services, rates and policies for CityBase Corporation are governed by the Privacy Policy ([pay.cityofchicago.org/public/privacy\\_policy.pdf](http://pay.cityofchicago.org/public/privacy_policy.pdf)). Please read these Terms carefully before using this Website. By accessing and using the Website, you agree to be subject to the terms and conditions described in these Terms of Use. If you do not agree to these Terms of Use, please do not use this Website. CityBase Corporation reserves the right to update the Terms of Use at any time without prior notice to you, so please check this document periodically for changes. In addition, when using any particular CityBase service, you will be subject to any posted guidelines or rules applicable to such service, which may be revised from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

### Description of Services

CityBase Corporation maintains this Website and provides users with access to this Website. The Website provides and maintains a variety of online resources (collectively, “Services”) on behalf of the City of Chicago, including but not necessarily limited to:

- User access to government records
- User access to City of Chicago information
- Administrative services
- Payment services, including but not limited to:
  - One time payments
  - Recurring payments
  - Payment search information
- Online applications
- Branded programming

In order to use the Website, or access any Services offered through the Website, you must first obtain Internet access, either directly or through devices that access Web-based content. You are solely responsible for any devices, accounts and payment of any costs necessary to gain such Internet access.

Payment information. You can pay for Services on the Website using any major credit or debit card, as well as using electronic checks or ACH for payments. CityBase Corporation contracts with trusted third parties to securely collect and transmit any such payment information you enter. CityBase Corporation does not collect or store such payment information. You are solely responsible for any payment card fees or charge backs, as well as any fees for returned checks, resulting from your failure to provide a valid form of payment or ensure sufficient funds are available to pay for any Services. Failure to comply with all payment requirements may result in termination of your access to the Website and use of the Services.

### **Your Obligations in Using the Website and Services**

- When using the Website or accessing Services, you agree to:
  - provide true, accurate, current and complete information about yourself as prompted on various forms; and
  - maintain and promptly update your information as needed to keep it true, accurate, current, and complete.
- In providing payments, you agree to provide information that is accurate and for which you are legally authorized to provide and use.
- If you provide any information that is untrue, inaccurate, not current, or incomplete, or should CityBase Corporation have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, CityBase Corporation retains the right to suspend and refuse any and all current or future use of the Website.
- You, alone, are solely responsible for all content (i.e., information, data text, software, music, sound, photographs, graphics, video or messages or other) you upload, post, e-mail or otherwise transmit to the Website from your account or device.
- You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, harassing, pornographic, or profane material or any material that could constitute or

encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

- You further agree not to upload, post, e-mail or otherwise transmit any confidential information, trade secrets, "junk mail," "spam," "chain letters," "pyramid schemes," any other form of solicitation, or software viruses.
- You acknowledge and agree that CityBase Corporation does not pre-screen content posted or transmitted by others, but that CityBase Corporation does have the right to remove any content that violates the Terms or is otherwise objectionable in the sole determination of CityBase Corporation.
- CityBase Corporation does not guarantee the accuracy, integrity or quality of content posted or transmitted by others. CityBase Corporation is under no obligation to monitor or review any discussions, chats, postings, transmissions, bulletin boards, and the like on the Website and assumes no responsibility or liability arising from content for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Website.
- In accordance with applicable law, CityBase Corporation shall fully cooperate with law enforcement, government authorities or any properly issued court order requesting or directing CityBase Corporation to disclose the identity of anyone posting any such information or materials. Any unauthorized use of this Website may be prosecuted to the fullest extent of the law.

### **Account Password and Security**

Certain fee-based services may be made available through the Website and may require a password and a unique account designation, such as your e-mail address. You are responsible for maintaining the confidentiality of the password you choose to access this account and are fully responsible for all activities that occur under your account.

As an account holder, you agree to:

- (a) immediately notify CityBase Corporation of any unauthorized use of your login credentials, password or account or any other breach of security, and
- (b) ensure that you fully exit from your account at the end of each session.

CityBase Corporation cannot and will not be liable for any loss or damage arising from your failure to comply with this section or these Terms of Use.

## **Privacy**

Our Privacy Policy, available at: [pay.cityofchicago.org/public/privacy\\_policy.pdf](http://pay.cityofchicago.org/public/privacy_policy.pdf), informs you about the types of information we gather online when you visit the Website or use the Services, how we may use or disclose that information, and your choices regarding such use.

## **Accessibility**

The Website is in compliance with the Americans with Disability Act (“ADA”) Section 508. Please contact us as provided below with any questions concerning accessibility.

## **Intellectual Property**

CityBase Corporation reserves all rights in all intellectual property contained in the Website. You are advised that CityBase Corporation will aggressively enforce its intellectual property rights to the fullest extent of the law, which may include, without limitation, the seeking of criminal prosecution. Examples of intellectual property are listed below.

## **Copyright Information**

You should assume that everything you see or read on the Website is copyright-protected unless otherwise noted, and may not be used except as provided in these Terms of Use. All other use shall require the written permission of CityBase Corporation, or any such third party that may own the materials. CityBase Corporation neither warrants nor represents that your use of materials displayed on the Website will not infringe the rights of third parties not owned by or affiliated with CityBase Corporation.

## **Use of Images**

Images of people or places displayed on the Website are either the property of, or used with permission by, CityBase Corporation. The use of these images by you, or anyone else authorized by you, is prohibited unless specifically permitted by these

Terms. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, communications regulations and statutes.

### **Trademark Information**

The trademark, "CityBase," and any other trademarks or service marks displayed on the Website are registered or common law trademarks of CityBase Corporation and others (collectively the "Trademarks"). Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademarks without the written permission of CityBase Corporation or any such third party that may own the Trademarks. Your use of the Trademarks, or any other content on the Website, except as provided in these Terms of Use, is strictly prohibited.

### **Digital Millennium Copyright Act (DMCA)**

If you believe that any material contained on the Website infringes your copyright or other intellectual property rights, you may notify CityBase Corporation of your copyright infringement claim in accordance with the following procedure. CityBase Corporation will process notices of alleged infringement which it receives, and may take action as authorized by the Digital Millennium Copyright Act (DMCA) and/or other applicable intellectual property laws if it has the ability to do so. The DMCA requires that notifications of claimed copyright infringement should be sent to this Website's Designated Agent:

By mail: 30 N LaSalle Suite 3400, Chicago IL 60602  
CityBase Corporation  
By phone: 866-210-6270  
By e-mail: [info@thecitybase.com](mailto:info@thecitybase.com)

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. 512(c)(3)):

1. Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative's list of such works at that site;
3. Identification of the material that is claimed to be infringing or claimed to be the subject of infringing activity and that is sought to be removed or access to which is sought to be disabled, and information reasonably sufficient to permit the location of the material;

4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement, made under penalty of perjury, that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

E-mails sent to [info@thecitybase.com](mailto:info@thecitybase.com) for purposes other than communication about copyright claims may not be acknowledged or responded to.

### **Links to Third Party Websites; Advertisers**

Generally, it is the policy of CityBase Corporation to prohibit any advertisements on the Website. If the Website contains links to other sites and resources provided by third parties, including the City of Chicago, these links are provided for your convenience only and the websites are the sole responsibility of the third party website owner or operator. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such third party websites.

### **References**

Any references made by this Website or any affiliated website owned by CityBase Corporation to any specific commercial product, process, or service (or provider of such product, process or service) by trade name, trademark, hyperlink, or otherwise, does not constitute or imply an endorsement or recommendation of such products, processes or services by CityBase Corporation. Any opinions, advice, statements, services, offers or other information expressed or made available by third parties, including information providers, users or others, are those of the respective authors or distributors and do not necessarily state or reflect those of the City of Chicago or CityBase Corporation.

### **Disclaimer of Warranties**

CityBase Corporation makes no warranties or representations as to the accuracy of any content on the Website or accessibility of any Services on the Website. CityBase Corporation assumes no liability or responsibility for any errors or omissions in the content or operation of the Website. You understand and agree that CityBase Corporation assumes no responsibility for the timeliness, deletion, miss-delivery or failure to store any communications, payments or personal settings. 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 THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING

DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Limitation of Liability**

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify and hold harmless CityBase Corporation, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website or Services other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

### **Termination**

CityBase Corporation has the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice for any reason or no reason whatsoever. You agree that CityBase Corporation shall not be liable to you or any third party for any modification, suspension or discontinuance of the Website.

## **Changes to These Terms**

If there are any changes to these Terms, we will post those revisions to these Terms on our Website. You are bound by any such revisions and should therefore periodically visit this Website page to review the current Terms of Use.

## **Contact Us**

If you have any questions or concerns about these Terms, please send an e-mail to [info@thecitybase.com](mailto:info@thecitybase.com) and note "Website Terms of Use" in the subject line.

## **General Information**

This constitutes the entire agreement between you and CityBase Corporation regarding use of the Website, superseding any prior agreement between you and CityBase Corporation. If any provision of these Terms are held to be invalid, unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. You may also be subject to additional terms or conditions that may apply when you use affiliate services, third party content or third party software. The failure of CityBase Corporation to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such a provision. These Terms of Use and the relationship between you and CityBase Corporation shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its conflict of law provisions.

You and CityBase Corporation agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Marion County, Indiana, for any disputes or matters arising out of the Website or use of the Services. At the Company's sole discretion, it may require You to submit any disputes arising from the use of these Terms of Use or the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Indiana law.

**These Terms of Use are effective as of March 27<sup>th</sup> 2018**