

## **Plano Public Library System Online Bill Pay**

### **Terms and Conditions of Use**

By using the Online Bill Pay Service (“Service”) you agree to the following applicable terms and conditions of use, as they may be amended from time to time. If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use your account without your permission, you must notify the Plano Public Library System at once by calling 972-769-4208.

### **Payment Authorization**

By providing the Service with your credit card account information, you authorize the Service to follow your payment instructions and to debit or charge your credit card in the amount indicated in your payment instructions. Payments online for Plano Public Library System fines and fees shall not be less than \$1.00. Abuse of the Service or malicious activity will not be tolerated. The City of Plano and its affiliates reserve the right to suspend or refuse service, terminate accounts, block or terminate payment activity, remove or edit content, or cancel transactions at their sole discretion. Neither the termination nor suspension of your use of this Service shall affect your liability or obligations for timely payment of your Plano Public Library System fines and fees.

### **Liability for Returned Payments**

In the event your online payment is not processed or authorized by your credit card company or financial institution, your liability for timely payment of your library fines and fees to the City of Plano will not change. Fines and fees will be assessed in accordance with the City’s policies. The City will not accept liability for a payment not processed, refused, or declined by the credit card supplier. You must verify with your credit card company that the payment is processed.

### **Online Refund Policy**

In accordance with the City of Plano Policy #204 Refunds and Adjustments, in the event that your credit card was charged in error, requests for refunds or adjustments should be made within thirty (30) days of the original transaction. The period of thirty (30) days will begin from the transaction processing date. We reserve the right to revise this policy at any time.

### **Other Legal Terms and Conditions**

The City of Plano reserves the right to change this Service (including terminating the Online Bill Pay Service) and these Terms and Conditions of Use, in our sole discretion and at any time, without notice to you except as required by applicable law. The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by and authorized representative of the City of Plano.

The laws of the State of Texas shall govern the interpretations, validity, performance and enforcement of this Agreement. Any disputes or other actions arising out of this Agreement or the services provided herein shall be tried in Collin County, Texas and the parties hereby agree that exclusive venue shall lie in Collin County, Texas. If any of these terms and conditions shall be deemed invalid, void or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining terms or conditions of use.

**Disclaimer of Warranties and Limitation of Liability**

**THIS SERVICE AND THIS SITE IS PROVIDED BY THE CITY OF PLANO ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**THE FOREGOING SHALL CONSTITUTE THE CITY’S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, ARISING IN ANY WAY FROM THE USE OF THIS SERVICE.**