



## TERMS AND CONDITIONS

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Welcome to the Spokane County Environmental Services e-payments service, hosted by Fidelity Information Services, Incorporated (FIS, Inc.). We are glad you have decided to take advantage of this service. Please take a moment to review the Terms and Conditions presented below. This document forms the basis of the agreement between you, Spokane County Environmental Services, and FIS, Inc., with respect to the service. It is important that you understand both the benefits as well as the limitations of this service.

### Terms and Conditions:

1. Acceptance of Terms:
  - When you click on the "I Agree" button below, you agree to these Terms and Conditions.
  - If you do not agree to all of these Terms and Conditions, click on the "I Disagree" button. By disagreeing with these Terms and Conditions, you agree to discontinue your use of this payment service.
2. These Terms and Conditions may be updated from time to time. Your continued use of this service thereafter constitutes an acceptance of the changes and agreement to be bound by said changes.
3. Depending on the payment method you select, FIS Inc. may charge a convenience fee. This fee is separate from the obligation you are paying. Spokane County Environmental Services does not receive any portion of this fee.
4. Completion of a payment transaction is contingent upon authorization of payment by your bank and/or credit-card company, and acceptance of your payment by the Spokane County Environmental Services. If your payment is not processed or authorized by your bank or card company, or your payment is not accepted, your payment liability shall remain outstanding and unpaid. As such, you will be solely responsible for all applicable penalties and interest charges assessed thereon.
5. By clicking "I Agree" to the Terms and Conditions, you hereby confirm your acceptance of the payment and any applicable convenience fee charged by FIS, Inc., subject to, and in accordance with the agreement governing the use of your bank or financial institution and credit or debit card companies.
6. Spokane County Environmental Services reserves the right to change or discontinue, temporarily or permanently, the payment service at any time without notice. You agree

that Spokane County will not be liable to you, or any third party, for any modification or discontinuance of this payment service.

7. You may cancel your enrollment in this payment service at any time by logging on to the service and following the instructions in "Remove Account".

8. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

**YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPOKANE COUNTY ENVIRONMENTAL SERVICES AND FIS, INC. EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED.**

9. **INDEMNIFICATION:**

You agree to protect and fully compensate Spokane County and its affiliates, and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your use of the service, your violation of the Terms and Conditions or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

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