

**TOWN OF VINTON POLICIES FOR ON-LINE UTILITY (WATER AND SEWER) PAYMENTS**

**APPROVED BY VINTON TOWN COUNCIL ON FEBRUARY 6, 2007**

PAYMENTS CAN BE MADE 24 HOURS A DAY, 7 DAYS A WEEK.

PLEASE NOTE: PAYMENTS MADE BEFORE MIDNIGHT WILL BE POSTED TO THE RECORDS OF THE TOWN OF VINTON, VIRGINIA THE NEXT BUSINESS DAY.

IN ORDER TO PROVIDE MAJOR CREDIT CARD SERVICES AND TO COMPLY WITH CREDIT CARD COMPANY BY-LAWS, WE HAVE CONTRACTED WITH A THIRD PARTY TO PROCESS CREDIT CARD PAYMENTS. THE OFFICE OF THE TREASURER USES NOVA TO PROCESS VISA AND MASTERCARD AND DISCOVER UTILITY PAYMENTS OVER THE INTERNET.

**TERMS AND CONDITIONS**

THIS DOCUMENT IS TO PROVIDE YOU INFORMATION ABOUT THE ONLINE PAYMENT SYSTEM WE PROVIDE AND OUTLINE IMPORTANT CONDITIONS WHICH APPLY TO YOUR USING THIS SERVICE. IT IS SUBJECT TO THE CONSUMER BANKING REGULATORY LAWS DESCRIBED IN REGULATION E OF THE ELECTRONIC FUND TRANSFERS ACT. REGULATION E STIPULATES DISCLOSURE REQUIREMENTS. WHEN YOU USE THIS SERVICE YOU, AND ANY PERSON YOU AUTHORIZE TO PERFORM THESE FUNCTIONS ON YOUR ACCOUNT, AGREE TO THESE TERMS AND CONDITIONS.

**~PRIVACY POLICY**

THE TOWN OF VINTON, VIRGINIA WILL NEVER DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU TO A THIRD PARTY UNLESS COMPELLED TO DO SO BY LAW.

**~SECURITY**

THE TOWN OF VINTON, VIRGINIA IS COMMITTED TO ENSURING THE SECURITY OF YOUR PERSONALLY IDENTIFIABLE INFORMATION. WE WILL TAKE REASONABLE PRECAUTIONS TO PROTECT THIS INFORMATION FROM LOSS, MISUSE, UNAUTHORIZED DISCLOSURE OR ALTERATION. NOVA IS RESPONSIBLE FOR THE INFORMATION ENCRYPTION WHEN COLLECTING OR TRANSFERRING SENSITIVE DATA (E.G., CARD INFORMATION).

**~BUSINESS DAY**

OUR BUSINESS DAYS ARE MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M., EXCLUDING LEGAL HOLIDAYS.

**~ONLINE CREDIT CARD PAYMENT**

THIS PAYMENT IS NON REFUNDABLE. YOU ARE RESPONSIBLE FOR HAVING SUFFICIENT CREDIT AVAILABLE IN YOUR CREDIT CARD ACCOUNT TO COVER THE AMOUNT OF ANY INVOICE YOU APPROVE FOR PAYMENT. IF YOU DO NOT HAVE SUFFICIENT CREDIT IN YOUR CREDIT CARD ACCOUNT, YOUR INVOICES(S) MAY NOT BE PAID.

### **~LIMITATIONS**

YOU AGREE THAT NEITHER THE TOWN OF VINTON, VIRGINIA NOR ANY PARTY INVOLVED IN CREATING OR DELIVERING THIS WEB SITE IS LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF THIS WEB SITE. THE TOWN OF VINTON, VIRGINIA ASSUMES NO RESPONSIBILITY FOR AND WILL NOT BE LIABLE FOR ANY DAMAGES FROM ANY VIRUSES, WHICH MAY AFFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR DOWNLOADING FROM OUR WEB SITE.

### **~OWNERSHIP, TRADEMARKS AND COPYRIGHTS: CONFIDENTIALITY**

THE TOWN OF VINTON, VIRGINIA OWNS ALL RIGHTS, TITLE AND INTEREST, INCLUDING, WITHOUT LIMITATION, COPYRIGHT, IN AND TO THE SERVICE AND THE TOWN OF VINTON, VIRGINIA WEBSITE. YOU MAY NOT COPY, MODIFY, TRANSLATE, DECOMPILE, REVERSE ENGINEER, REPRODUCE, ADAPT OR DISASSEMBLE THE SERVICE. THE DISPLAY OF ANY TRADEMARKS WITHIN THIS WEBSITE DOES NOT GRANT A LICENSE OR OTHER RIGHTS OF ANY KIND IN THOSE MARKS TO THE READER. ANY DOWNLOADING OF MATERIAL CONTAINED ON THE SITE, OR ON ANY SITE LINKED TO THE SITE, MAY BE A VIOLATION OF FEDERAL TRADEMARK AND COPYRIGHT LAWS.

### **~YOUR PERSONAL INFORMATION**

WHEN REGISTERING TO USE THIS SITE, MAKING A PAYMENT OR CONTACTING THE TOWN OF VINTON, VIRGINIA THROUGH THIS SITE, YOU AGREE TO PROVIDE ACCURATE AND COMPLETE INFORMATION ABOUT YOURSELF AND YOUR PAYMENT OBLIGATION(S).

### **~CHANGES IN TERMS**

IT IS POSSIBLE THAT TERMS AND CONDITIONS OF THE TOWN OF VINTON, VIRGINIA MAY CHANGE OVER TIME. WE WILL POST ANY CHANGES ON OUR WEB SITE. PRIOR NOTICE MAY NOT BE GIVEN, HOWEVER, WHERE AN IMMEDIATE CHANGE IS NECESSARY FOR SECURITY PURPOSES OF CHANGES TO TERMS AND CONDITIONS.

### **~DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

THIS SITE IS PROVIDED BY THE TOWN OF VINTON, VIRGINIA ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE TOWN OF VINTON, VIRGINIA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF THE PERSONAL AND PAYMENT INFORMATION THAT YOU PROVIDE.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE TOWN OF VINTON, VIRGINIA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE TOWN OF VINTON, VIRGINIA DOES NOT WARRANT THAT THIS SITE, ITS SERVICES OR E-MAIL SENT FROM THE TOWN OF VINTON, VIRGINIA ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE TOWN OF VINTON, VIRGINIA (AS WELL AS ITS ELECTED OFFICIALS, DIRECTORS, EMPLOYEES, AFFILIATES AND CITIZENS) WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, AND CREDIT CARD COMPANY'S

NON-AUTHORIZATION OF A USER'S CREDIT CARD PAYMENT, ANY GOVERNMENT ENTITY'S NON-ACCEPTANCE OF A PAYMENT FROM A PARTY USING THIS SITE OR FOR DISRUPTIONS IN SERVICE ON THIS SITE, REGARDLESS OF THE CAUSE, INCLUDING (WITHOUT LIMITATION) DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. THE TOWN OF VINTON, VIRGINIA ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

THE TOWN OF VINTON, VIRGINIA RESERVES THE RIGHT TO MAKE CHANGES TO THIS WEB SITE (INCLUDING, WITHOUT LIMITATION, DISCONTINUING THIS WEB SITE OR THE SERVICES OFFERED ON THIS SITE) AND THESE TERMS OF USE AT ANY TIME, WITH OR WITHOUT NOTICE. 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 TERM OR CONDITION.

**~CREDIT CARD VERIFICATION NUMBER (CVN)**

FOR YOUR SAFETY AND SECURITY ON ALL ON-LINE TRANSACTIONS, YOU WILL BE ASKED TO PROVIDE YOUR CREDIT CARD VERIFICATION NUMBER (CVN) IN ADDITION TO YOUR CREDIT CARD NUMBER ON THE PAYMENT FORM.

**WHAT IS THE CREDIT CARD VERIFICATION NUMBER (CVN)?**

VISA, MASTERCARD, AND DISCOVER CARD VERIFICATION NUMBERS ARE 3- OR 4-DIGIT NUMBERS THAT ARE PRINTED ON THE BACK OF YOUR CARD. THE CVN GENERALLY APPEARS TO THE RIGHT OF YOUR CARD NUMBER.

**VERIFICATION NUMBERS HELP US TO CONFIRM TWO THINGS:**

- YOUR CREDIT CARD IS IN YOUR POSSESSION.
- YOUR CREDIT CARD ACCOUNT IS LEGITIMATE.

VERIFICATION NUMBERS ARE ONLY ON THE CARD. THEY ARE NOT CONTAINED IN THE MAGNETIC STRIPE INFORMATION, NOR DO THEY APPEAR ON SALES RECEIPTS OR STATEMENTS. USING THE CREDIT CARD VERIFICATION NUMBER HELPS US MINIMIZE THE RISK OF UNKNOWINGLY ACCEPTING A COUNTERFEIT CARD OR BEING A VICTIM OF FRAUD.