

# Los Angeles County Department of Public Health Vital Records

## **TERMS OF PAYMENT** **(Credit/Debit Card and eCheck)**

### **BEFORE YOU CAN USE OUR SERVICE, WE NEED TO OBTAIN YOUR AGREEMENT TO THE FOLLOWING TERMS**

These Terms of Payment set forth the terms and conditions of the online payment service (“Online Payment Service”) offered to you by Los Angeles County Department of Public Health Vital Records (“DPH”, “we”, “us”, “ourselves” or “our”) via our website (“Website”). The Online Payment Service provides customers with the ability to make payments online by Credit/Debit Card (Visa, MasterCard, American Express, or Discover) or eCheck, which are subject to the applicable Terms of Use, Privacy & Security Notice, and terms and conditions set forth below (collectively, “Terms”). You agree to be bound by these Terms and if you do not agree, you may not use this Website to make a payment. Capitalized terms used in these Terms of Payment shall have the meanings given to such term in the Terms of Use and/or Privacy & Security Notice, as applicable.

#### **Conditions of Payment for Credit/Debit Cards**

Credit Card payments are limited to Visa, MasterCard, American Express and Discover logos and are the types of payments that will be accepted through the Online Payment Service. Please note that there will be a service fee for using the Online Payment Service in the amount of 2.5% per Credit/Debit Card payment transaction. The service fee will be disclosed to you prior to the completion of such payment. The service fee payment is a condition of making payment with your Credit/Debit Card using the Online Payment Service. The service fee and your payment will appear on your Credit/Debit Card statement as a single amount. The payment will be labeled “VCN\*LosAngelesCoDPHFHP”.

Once you select the “Complete Order” option, you will not be able to make changes to or revoke your authorization for this payment, your authorization will be processed immediately, and you will not be able to make changes to your order. So, please verify all data you have entered for your online purchase to ensure its accuracy, since **THERE WILL BE NO REFUNDS ISSUED.**

#### **Conditions of Payment for eCheck**

You may only use the eCheck to request an electronic transfer of U.S. funds drawn on U.S. based financial institutions. Only a U.S. business/corporate or personal checking account is eligible to use eCheck. The types of accounts that are not eligible to use eCheck include, but are not limited to, the following:

- Brokerage Accounts
- Cashier's Checks
- Credit/Debit Card Accounts
- Equity Line of Credit Accounts
- Money Market Accounts
- Money Orders
- Savings Accounts
- Third Party Checking Accounts
- Travelers Checks
- U.S. Treasury Checks
- Non-U.S. based bank accounts

If you wish to use an account other than a U.S. business/corporate or personal checking account, you may make your payment by using any of the other methods described in the "Other Methods of Payment" section below.

Please note that there will be a service fee for using the Online Payment Service in the amount of \$1.25 per eCheck payment transaction. When you request a payment using the eCheck under these Terms of Payment, you are authorizing a one-time electronic fund transfer from your U.S. checking bank account to our bank account. Upon receipt of your authorization, we will process it using the Automated Clearing House ("ACH") system to debit your U.S. bank account. Once you select the "Complete Order" option, you will not be able to make changes to or revoke your authorization for this payment, so your authorization will be processed immediately, and you will not be able to make changes to your order. So, please verify all data you have entered for your online purchase to ensure its accuracy. **THERE WILL BE NO REFUNDS ISSUED.** However, if you decide after you select the "Complete" option that you did not want to make this payment, you would still have the option of contacting your financial institution to place a stop payment order, if you provide such a request for stop payment to your financial institution in a timely manner. Contact your financial institution promptly for details about placing a stop payment order. If you do place a stop payment order, please see the Returned Payment section below regarding penalties and costs that will be incurred.

Your bank account must be "ACH-enabled", meaning that the account can be debited electronically. Before using this eCheck, please make sure to confirm with your bank that your account is ACH-enabled.

You must provide a valid U.S. bank account to be electronically debited by us. Both the bank routing number and the bank account number you provide to us must be valid and correct. If either or both numbers are wrong, your bank may not honor the eCheck payment and will return it to us unpaid, which will result in delays processing your order. In addition, please ensure that you have sufficient funds in your designated bank account.

## **Other Methods of Payment**

Please note that, in addition to making an electronic payment using the Online Payment Service, payments to DPH can also be made through the mail or in person.

**MAIL:** Check or money order payments through mail are to be made using the following address:

Los Angeles County Department of Public Health  
Vital Records Office  
313 N. Figueroa Street, Room Lobby-1  
Los Angeles, CA 90012

**IN PERSON:** In-person cash, check, money order, credit card, or debit card payments are to be made at the following locations:

Los Angeles County Department of Public Health  
Vital Records Office  
313 N. Figueroa Street, Room Lobby-1  
Los Angeles, CA 90012  
Public Office Hours: Typically, Monday through Friday 8:00 a.m. to 4:00 p.m.

## **Your Representation**

In addition to the representations in the Terms of Use, you represent to us that: (i) you are using a U.S. checking account; (ii) the information you provide to us in connection with this service will be true and accurate; (iii) you have the right to authorize us to obtain payment from a Credit/Debit Card or the bank account designated in your instructions; and (iv) no other person's authorization or action is needed to approve our creation and processing of your Credit/Debit Card or designated bank account.

## **Payment Date for Credit/Debit Card or eCheck**

Your Credit/Debit Card or eCheck payment is deemed received at the time you select the "Complete Order" option for a purchase and if we confirm the transaction and provide you with a receipt number. However, the foregoing does not mean that your payment obligation is fulfilled. If your payment is returned for any reason as described above, your online order will not be processed. We shall process your Credit/Debit Card or eCheck immediately.

## **Transaction Receipt**

A payment is not deemed made until we provide you with an online receipt/confirmation number for such payment. You can download or print a copy of the receipt page with your confirmation number for your records. In addition, if an email is provided we will send you an email confirmation of your payment. We recommend that you check your email's SPAM folder for

our emails and add [donotreply@vitalchek.com](mailto:donotreply@vitalchek.com) domain name to your Safe Senders List or Do Not Block List to ensure that you continue to receive our emails in the future.

### **Returned Payment**

If the Credit/Debit Card or eCheck payment is returned for any reason (e.g., because you do not have sufficient funds in your account, closure of your designated Credit/Debit Card or bank, if the bank account information you provide is incorrect, or if the bank account you are using is not a U.S. checking account), your online order will not be processed.

### **Connection to Internet**

In order to use our Online Payment Service, you will need a working connection to the Internet from a personal computer. The service may not function properly using Web-enabled television, cellular telephone or a similar connection. Your operating system (OS) and Internet browser must support the Secure Sockets Layer (SSL), 256-bit encryption protocol. For optimal use, it is recommended that the latest version of widely available operating system and internet browser is used to access the system. You also will need either a printer connected to your computer to print communication or sufficient hard drive space available to save the information. You must have your own Internet Service Provider (ISP), as we do not provide ISP services.

### **Disclaimers: Limitation of Liability**

We offer this Online Payment Service as a courtesy only. In addition to the disclaimer of warranties provisions included in the Terms of Use, we assume no obligation to ensure that it is available for your use. There may be times when the Online Payment Service is unavailable due to, among other reasons, system maintenance or outages. Consequently, we encourage that you secure other options for making the necessary payments for services hereunder.

In addition to the limitation of liability included in the Terms of Use, you agree that neither DPH nor the County of Los Angeles (“County”) shall be subject to any liability related to the payment of fees for services using the Online Payment Service, including any amount of damages above the aggregate dollar amount paid by you for such services under these Terms of Payment.

## **Amendments/Termination**

We reserve the right to amend (i.e., add to, delete or otherwise change) the terms and conditions of these Terms of Payment and the Online Payment Service. Furthermore, we may terminate your use of the Online Payment Service at any time, without cause or prior notice.

## **Entire Agreement**

These Terms of Payment together with the Terms of Use and the Privacy & Security Notice and other Terms of Use constitute the entire agreement between the County and you with respect to the Online Payment Service.

By selecting the “I agree that I have read fully and accept the above terms and conditions” and the “Continue” option below, you are confirming that: (1) if you are using eCheck, you are using a U.S. checking account; (2) your computer system meets the requirements set forth above; (3) you are able to access, print and/or store information presented at this Website; and (4) you agree to all the terms and conditions of these Terms of Payment, together with the provisions of the Privacy & Security Notice and other Terms of Use found elsewhere at this Website.

Updated: 01/01/21

# **TERMS OF USE**

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1. Thank you for visiting our Los Angeles County Department of Public Health Vital Records Website (“Website”). This Website is operated by the Department of Public Health Vital Records of Los Angeles County (“DPH”, “County”, “we”, “us”, “ourselves” or “our”). The administrative headquarters of Vital Records is located at 313 North Figueroa Street, Los Angeles, CA 90012. We ask that you carefully review these Terms of Use and all documents referenced in or linked from these Terms of Use, including the Privacy & Security Notice and the Terms of Payment (collectively, “Terms of Use”) before using our Website. These Terms of Use establish a binding agreement that governs your use of this Website. The Terms of Use, together with the Privacy & Security Notice, and, if applicable, the Terms of Payment govern your use of this Website. You agree to be bound by these Terms of Use and if you do not agree to these Terms of Use, you may not use this Website.

2. By using our Website, you agree to be bound by these Terms of Use. You further agree that your agreement to these Terms of Use, although signed by you electronically, has the same legal effect as if it had been personally signed by you on paper.

3. Unless otherwise noted, this Website, including without limitation, all text, programs, products, processes, technology, information, content and other materials, together with all copyrights, trademarks, trade dress and/or other intellectual property therein (collectively, “Content”), and the compilation (meaning the collection, arrangement and/or assembly) are owned by us, or by third parties who have licensed such Content to us. Such Content is protected by U.S. and applicable International intellectual property laws, including copyright laws. We, on behalf of ourselves and licensors, expressly reserve all rights, including, without limitation, intellectual property rights, on this Website and all Content and compilation of Content that may be from time to time available on this Website. Access to this Website does not confer, and shall not be considered as conferring, upon you or any other user of the Website any license to other rights to the Website, the Content or the compilation of Content.

4. Any notice or other type of information that is provided to you in connection with using this Website, such as these Terms of Use, including the Privacy & Security Notice and the Terms of Payment, amendments to any of these documents, payment or purchase confirmations, and other information (collectively, “Communication”), may be posted on this Website or, where applicable, may be sent to your email address. We are not obligated to provide any Communication to you in paper form.

5. We provide the Website to you on an “as is” basis without any warranties of any kind, whether express or implied. To the extent permissible under applicable law, we hereby disclaim all warranties, express and implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, title and non-infringement. Without limiting the foregoing, we do not make any representations or warranties that: (a) the information or other materials available on our Website will be error-free; (b) defects in our Website will be corrected; (c) our Website or its servers are free of viruses or other harmful components; and/or (d) our Website will be secure, accessible continuously and without interruption. Further, we do not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of the information or other materials available on or from our Website.

6. We may provide links from our Website to other (third-party) websites as a convenience to our visitors. We have no control over the content posted at those linked websites, all of which have separate terms of use including privacy and security policies. We make no representation about the use, accuracy, reliability, and/or completeness of any information or other material available on such third-party websites. Links to third party websites are not intended to and do not imply affiliation with or sponsorship or endorsement of these websites or of the third parties operating such websites. Once you leave our Website, you shall be subject to the terms of use, privacy & security policy and any other applicable provisions of each such linked website; and your use of that website shall be at your own risk.

7. We have not reviewed all the third party websites linked to or framing this Website and are not responsible for the content of any pages contained on such third party websites. By entering this Website, you acknowledge and agree that we have not reviewed all the third party websites linked to or framing this Website and that we are not responsible for the content of such third party websites. We do not make any representations or warranties as to the privacy or security of any information (including, without limitation, banking and other personal information) you may

have or might be requested to give to any third party, and you hereby irrevocably waive any claim against us with respect to such third-party websites and their content. Your visits to any other websites or to any other websites connected to or linked from our Website is at your own risk.

8. You are prohibited from violating or attempting to violate the security of the Website, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including without limitation, via means of submitting a virus to the Website, “overloading”, “flooding”, “spamming”, “mail-bombing” or “crashing” the Website; or (d) sending unsolicited email, including promotions and/or advertising of products and services. Violations of system or network security, including those listed above, may result in civil or criminal liability. We will investigate occurrences that may involve such violations and cooperate with law enforcement authorities in prosecuting any users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Website or any activity being conducted on or from this Website. You agree, further not to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Website other than the search engine and search agents available on this Website and other generally available third party web browsers (e.g., Internet Explorer, Firefox, etc).

9. We do not accept any liability for any conduct, acts or omissions occurring at this Website. Under no circumstances will we be liable to you or any third party for any direct, consequential, incidental or special damages, including any lost profits, loss of business, or loss of data, even if there is a claim that we have been notified about such damages.

10. You agree to indemnify, defend and hold us harmless, at your own cost and expense, from and against any liability, fees (including attorney’s fees) and/or costs arising out of or relating to your breach or violation of these Terms of Use or any terms or conditions of the Terms of Payment or Privacy and Security Notice.

11. You agree that jurisdiction over and the venue of any legal proceeding directly or indirectly arising out of or relating to the Terms of Use, the Terms of Payment or Privacy and Security Notice, or the ownership, use, operation or maintenance of this Website, shall be resolved exclusively in the appropriate state or where subject matter jurisdiction is appropriate, federal court in Los Angeles County, California. All such disputes shall be governed by and construed in accordance with the laws of the State of California.

12. You agree that we may modify or add to these Terms of Use, the Terms of Payment or Privacy and Security Notice at our sole discretion, without notice to you, and that your right to access this Website is conditioned upon your compliance with the most current version of these Terms of Use and the Terms of Payment or Privacy and Security Notice. By continuing to use this Website, you consent to these Terms of Use, Terms of Payment and Privacy and Security Notice, to the extent such may be changed from time to time. You further agree that we may

modify all or any portion of this Website and/or any service available on this Website without notice or cause at any time.

13. We may terminate all or any portion of these Terms of Use, Terms of Payment and Privacy and Security Notice and/or all or any portion of this Website without prior notice or cause at any time. You agree not to use all the applicable portions of this Website for any reason if at any time we terminate your access to all or any portion of this Website, we terminate all or any portion of these Terms of Use, Terms of Payment or Privacy & Security Notice, or you do not consent to all or any portion of these Terms of Use, Terms of Payment and Privacy & Security Notice. If at any time you do not agree to these Terms of Use or the Privacy & Security Notice or, to the extent applicable, the Terms of Payment, you must immediately cease using this Website. The provisions of Sections 4, 10 through 15 under these Terms of Use shall survive any termination of the agreement formed by these Terms of Use.

14. These Terms of Use, including the Privacy & Security Notice, and to the extent applicable, the Terms of Payment, constitute the entire agreement between you and us relating to your access to and use of this Website and supersede any prior or contemporaneous representations or agreements. These Terms of Use shall govern our legal rights and obligations. Any rights not otherwise expressly granted by these Terms of Use are reserved by us. These Terms of Use may not be modified, either expressly or by implication, except as set forth in Section 12 above.

15. Any express waiver or failure to exercise promptly any right under these Terms of Use will not create a continuing waiver or any expectation of non-enforcement. Any waiver of these Terms of Use must be in writing and signed by the party against whom enforcement of the waiver is sought. If any provision of these Terms of Use is held invalid by any law or regulation of any government, or by any court or arbitrator, the parties agree that such provision will be replaced with a new provision that accomplishes the original business purpose, and the other provisions of these Terms of Use will remain in full force and effect. You acknowledge and agree that there is no and there will be no third party beneficiary to these Terms of Use.

Last Updated: 01/01/2021

## **PRIVACY & SECURITY NOTICE**

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### **1.0 INTRODUCTION/PURPOSE**

The Los Angeles County Department of Public Health Vital Records (“DPH”, “County”, “we”, “ourselves”, “us” or “our”) recognizes the public’s concern about privacy on the Internet. This Privacy & Security Notice (“Notice”) establishes how information that is gathered about you

from your visit to this website (together with all services, Content and any compilation of all Content from time to time available thereon, "Website") will be used. Capitalized terms used in this Policy without definition shall have the meanings given to such terms in the Terms of Use and/or Terms of Payment, as applicable.

The following describes how information may be collected depending on your activities at this Website.

## **2.0 PUBLIC RECORDS LAWS AND OTHER LEGAL REQUIREMENTS**

Please be advised that we are subject to the public records laws of the State of California ("California Public Records Act" or "Public Records Act") and that much of the information you submit to us may be public information under these laws. Consequently, under certain circumstances, we may be required to disclose such information in accordance with the California Public Records Act or other legal requirements. We shall not be liable for, and you agree to indemnify, defend and hold us harmless at your own cost and expense from and against any liability, fees (including attorney's fees) and/or costs arising out of or relating to, our required disclosure under the California Public Records Act.

## **3.0 NO UNNECESSARY PERSONALLY IDENTIFIABLE INFORMATION COLLECTED**

We will collect no unnecessary personally identifiable information (e.g., your name, address, e-mail address, banking account/routing number or other information which can be associated with you without additional information) about you when you visit this Website, unless you use our Website for the Online Payment Service under the Website or you otherwise choose to provide that information to us. The personally identifiable information collected through our Website in connection with your payment may be used by the County and/or contracted operators of the County for limited marketing purposes and as otherwise described in the remainder of this Notice.

## **4.0 INFORMATION COLLECTED AND STORED AUTOMATICALLY**

We may collect and store information automatically for statistical purposes. For example, we may count the number of visitors to the different sections of our Website to help us make them more useful. We may also use this information to monitor your compliance with the Terms of Use and Terms of Payment. The information collected may include such items as the name and domain of the host from which you access the Internet, the Internet Protocol (IP) address of the computer you are using or your browser software and operating system and the time and date of your visit.

## **5.0 PERSONALLY IDENTIFIABLE INFORMATION COLLECTED**

All information you submit to us through this Website (by e-mail, surveys, or otherwise, as described below), including personally identifiable information, may be subject to the disclosure and access provisions of the California Public Records Act or other legal requirements.

By sending us an e-mail message (e.g., by selecting the ‘Contact Us’ option), you are sending us personally identifiable information (e.g., your name, address, e-mail address, and/or other information which can be associated with you, etc.). We store this information in order to respond to your request or otherwise address the subject matter of your e-mail.

Also, we may ask you for specific personally identifiable information, such as your name, address and/or e-mail address, and other pertinent information, through surveys, feedback forms, questionnaires or other means, all with the goal of providing better service. We will only retain the information that you provide in response to the survey, forms, questionnaires, etc.

Please be advised that e-mail messages and these other means generally are not secure and may be subject to the disclosure in accordance with the California Public Records Act or other legal requirements.

## **6.0 PERSONALLY IDENTIFIABLE INFORMATION TRANSMITTED AND STORED FOR PAYMENT TRANSACTIONS**

A user must provide certain contact information, such as name, address, e-mail address, and/or financial information, such as banking account and routing number, in order for you to use the Online Payment Service under our Website.

We are committed to data security and the data quality of personally identifiable information that is either available from or collected by our Website. We have taken reasonable precautions to protect such information from disclosure, loss, misuse or alteration.

We require the use of Secure Socket Layer (SSL) , 256-bit standard transmission encryption to protect transmission of users’ personally identifiable information submitted in connection with automated clearing house (ACH) transactions. SSL is a security technology designed to enable your browser to send and receive information with another server in an encrypted format. Your browser’s security icon, usually located in the top or bottom status bar of your browser’s window reflects the security condition of the browser. The lock icon indicates that your browser is communicating over a secure link.

## **7.0 USE OF PERSONALLY IDENTIFIABLE INFORMATION**

As described above, a user must provide certain contact and/or financial information in order to use the Website and Online Payment Service. This information will be used for the limited purposes described in Sections 5.0 and 6.0 above.

## **8.0 SHARING OF PERSONALLY IDENTIFIABLE INFORMATION WITH THIRD PARTIES**

We do not share personally identifiable information with third parties, except that we will provide personally identifiable information: (1) as described in Section 3.0 of this Policy; (2) to the companies assisting us with processing ACH transactions through our Website, including

banks and payment processors; and (3) to the companies assisting us with providing the other services to you through this Website. In some circumstances, we may also be required by law to disclose certain personally identifiable information in accordance with the disclosure requirements of the California Public Records Act or other legal requirements or we may disclose such information to law enforcement and/or fraud investigatory agencies.

## **9.0 CONSEQUENCES OF FAILING TO PROVIDE PERSONALLY IDENTIFIABLE INFORMATION**

If you choose not to provide us with your name or other necessary personally identifiable information, you will not be able to use the Online Payment Service under this Website. If you have concerns about privacy and security on the Internet, you also have the option to pay in person or through the mail by check or money order to the following address:

Los Angeles County Department of Public Health,  
Vital Records Office,  
313 North Figueroa Street,  
Room Lobby-1,  
Los Angeles, CA 90012.

## **10.0 USE OF COOKIES**

This Website may use “cookies.” A cookie is a small text file that a Website can place on your computer for the duration of the visit. It is used only for session integrity during the visit to the Website.

A stored “cookie” is a small text file that a website can place on your computer’s hard drive to collect information about your activities on the site. The cookie transmits this information back to the website’s computer which, generally speaking, is the only computer that can read it. Most users do not know that “cookies” are being placed on their computers. If you want to know when this happens or to prevent it from happening, you can set your browser to warn you when a website attempts to place a “cookie” on your computer.

Our Website uses only “non-persistent” temporary cookies and neither places any permanent information on, nor retrieves it from, the visitor’s computer. If you want to browse this Website without any interruptions, please make sure that your browser is not set to disable placement of cookies on your computer.

## **11.0 WEBSITE LINKS TO OTHER SITES NOT COVERED BY PRIVACY AND SECURITY NOTICE**

This Notice describes the information we gather through our Website and how we use such information. Our Website may contain links to documents located on websites maintained by County departments, public agencies or private organizations. Once you leave our Website, you are no longer subject to this Notice, but rather shall be subject to the privacy and security policy of the website you are visiting. Your use of that website and anything contained on that website is at your own risk.

When you use the Online Payment Service under this Website and pay with a Credit/Debit Card or from a bank account, you will be transferred to a portion of the Website hosted by our

contracted payment processing vendor (“Payment Processor”), Fidelity Information Services (“FIS”). Our Payment Processor will prompt you to enter all information necessary to make such payment and will thereafter take all steps necessary to process the payment on our behalf. Our Payment Processor has agreed to abide by this Notice while collecting such information and processing such payments on our behalf.

## **12.0 CHANGES TO YOUR INFORMATION**

For information on reviewing and/or making changes to information about you that may be in our records, please feel free to contact us with your updated information by the means set forth at the end of this Notice.

## **13.0 CONTACT INFORMATION**

Should you have any questions regarding this Notice, or your interaction with our Website, please send us an e-mail by selecting the Contact Us option or call us at 323-914-8511.

## **14.0 TERMS OF USE**

Please visit our Terms of Use governing the use of our Website.

## **15.0 TERMS OF PAYMENT**

Please visit our Terms of Payment governing payments made through the use of our Website.

## **16.0 CHANGES TO THE PRIVACY AND SECURITY NOTICE**

We may add to, delete, or change the terms of this Notice from time to time. This document will be updated to reflect new changes. By using our Website, you consent to this Notice, as it may be changed from time to time.

Last Updated: 01/01/21