

## Terms Agreement

To continue to proceed with your payment, you must accept the following TERMS OF USE. Please read and fully understand the following terms and press the "ACCEPT TERMS" button to acknowledge that you have read and accept these terms. Acceptance of these terms is required to continue to payment. If you do not accept these terms, press "DECLINE TERMS" button to return to the Payment Search screen.

The systems in place for automated processing of information from the government agency to which you have an obligation for payment have been tested thoroughly and are subject to multiple levels of backup, confirmation and security. By using this automated payment system, USER acknowledges and understands that Expitrans is providing this service as an agent of the government agency you are making a payment to for the strict purpose of accepting electronic payments due to the government agency and remitting such funds to the government agency. Expitrans has no legal authority related to the USER's obligation to the government agency. By using this system, USER also acknowledged errors may occur just as errors can occur with human processing of information. By using this service, you agree that this is voluntary and that you (the "USER") understand that the service fee added to the payment(s) being made are charged by the Provider to pay merchant processing fees, web hosting fees, administration and other costs and expenses associated with providing this service. No part of the service fee benefits the government agency, or, any specific civil service individual or any jurisdiction in which the charges or fees were levied, incurred or are being paid.

Other than in connection with processing the payment being made, to the fullest extent possible, identifying private information will not be distributed in any way. No data records or other information will be used, released or sold to any third party. No information will be released to any other party unless such party requires the information for purposes of processing or providing another service essential to completing the transaction related to the payment(s) being made.

Expitrans agrees to use all reasonable efforts to provide accurate processing of information provided from files provided by the government agency, and to diligently distribute information provided by the USER to the government agency. Expitrans cannot and does not guarantee the accuracy or timeliness of any provided information provided and expressly disclaim any warranty, including merchantability and fitness for a particular use under the Uniform Commercial Code of California beyond the extent of the service fees paid by the user of the service.

Expitrans has in place a comprehensive security plan and internal control plan which is designed to ensure the anonymity of program user information. Further, access to such information is controlled and restricted to authorized personnel only. The payment submission process uses Secure Sockets Layer (SSL) encryption to virtually eliminate the possibility of

unauthorized access to your private information while it is being transferred across the internet. Your personal financial data is NOT stored on computers administered by the Company.

By submitting this information electronically, you agree to release the government agency, court, judge, civil service individuals or any jurisdiction in which the charges or fees were levied, and Expitrans, its principals, officers, directors, employees, agents affiliated companies, successors and assignees (collectively the 'Providers') from any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected to the use of the Program or with the delay or inability to use it, or for any information, software, products and services obtained through this program, or otherwise arising out of the use of this program, the internet generally, or on any other basis (whether based on contract, tort, strict liability or otherwise.) The Providers will not be responsible for any security breaches or non-compliance with Federal or State law or terms of this agreement which results in any act or omission of the USER or a third party unrelated to the negligence of the Provider.

The operation of this online payment program is based in Rancho Santa Margarita, California and any action of any nature against the company must be brought into Rancho Santa Margarita, California. You agree not to challenge the use of any electronic payment and additionally agree that any action brought by the Provider(s) against you to enforce any electronic payment for which any benefit has been provided to you in any way shall entitle the Provider(s) to per se probable cause for criminal action for theft of services or for civil recovery of all fees paid, process fees, costs, attorney's fees, plus any incidental or associated damages proven by the Provider(s). Any such civil actions shall be brought in the courts of Rancho Santa Margarita, California, without regard to choice of law, and all parties consent to jurisdiction and venue therein. Nothing herein is to be construed as legal counsel or advice. Users should consult with their own legal counsel with respect to the implications of making the payment through this system.

Any purchases made by a USER from Expitrans via the Expitrans web services sites are NON-REFUNDABLE, in whole or in part, once the payment has been submitted, confirmed and accepted by the government agency. If the submission is rejected by the government agency, refunds will be processed via credit card, ACH or paper check. Any processing fees associated with the transaction are NON-REFUNDABLE.

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Please indicate your consent to these terms by pressing the 'Accept Terms' button.