

DISCLAIMER & PRIVATE POLICY

THE FOLLOWING TERMS AND CONDITIONS GOVERN THE USE OF THIS WEB SITE SERVICE. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

GENERAL INFORMATION:

This Web site is available 24 hours a day, 7 days a week. These Terms and Conditions govern your use of this Web site. By using the Web site, you are consenting to these Terms and Conditions. If you access this Web site from any non-U.S. territory, please note you do so at your own risk and are responsible for compliance with any local laws. Individuals, organizations and businesses are free to use our Web site for any lawful, worthy and ethical purpose, except as limited by these Terms and Conditions. Users with “robots,” “spiders,” or other automated programs may visit our Web site, but are prohibited from resending or redirecting information without our written permission.

DEFINITIONS:

In this Agreement, “you” and “your” refer to the user of the Web site. If such user is an authorized agent of a disclosed principal in whose name the Account has been established, then “you” and “your” refer to such principal. The words “we,” “our” and “us” refer to The City of Buffalo (the “City”). “Account” refers to the bank

account or the credit card or debit card account you designate as the payment account. “Financial Institution” refers to the bank or card issuer, which holds or issues your Account. “Agreement” refers to the terms and conditions stated below, or as amended by us from time to time. “Business Days” means Monday through Friday, except for holidays.

DISCLAIMERS:

We disclaim, for our vendors and ourselves all warranties, either expressed or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. In no event will we or any of our vendors be liable for (a) errors caused by you, including but not limited to incorrect or incomplete Account or property address information, or (b) to the fullest extent permitted by applicable law, any and all damages, including indirect, special, incidental or consequential damages including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy, arising out of or in any way related to your use of, or inability to use, this Web site. These Terms and

Conditions do not create any contractual relationship of any kind among any of our vendors and you. Accordingly, in no event will any of our vendors be liable to you under any circumstances with respect to your use of, or inability to use, this Web Site. In addition, in no event will we be liable for any act or omission of any third party, including but not limited to your Financial Institution, any payment system, or any provider of telecommunications services, Internet access or computer equipment or software, or for any circumstances beyond our control including, but not limited to, fire, flood or other natural disaster, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services. We are not liable for delays caused by the mail or any payment or clearinghouse system.

COMMUNICATIONS/ VERIFICATIONS:

Communications to us via this Web site shall in no way be deemed to constitute legal or official notice to the City of

Buffalo, its agencies, officers, employees, representatives or agents with respect to any existing, pending or future claim or cause of action against the City of Buffalo or any of its agencies, officers, employees, representatives or agents where notice is required by Federal, State or local law. Nor shall communications to the City of Buffalo via this Web site be deemed to constitute legal or official notice for any other purpose. We ask all Web site users to use appropriate names and language in the name spaces, address spaces and other spaces (if any) provided on the Web site. Users are prohibited from using false Email addresses. The City of Buffalo does not endorse the viewpoints or vouch for the accuracy or authenticity of electronic data or information available via the Internet.

GOVERNING LAW:

This agreement shall be governed by and construed in accordance with the laws of the city and state of New York, and the federal government without giving effect to the conflict of laws, rules of such state.



CAN IT BE RECYCLED?

Call 311 or visit BuffaloRecycles.org to learn more.



continued

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JURISDICTION:

You agree to consent to the personal jurisdiction of any New York or federal court located within Erie County, New York in any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, these Terms and Conditions or your use of the Web site or the electronic payment service, so long as such court shall have subject matter jurisdiction over such suit, action or proceeding. You further agree that any cause of action arising out of these Terms and Conditions, or your use of the Web site or the electronic payment service, shall be deemed to have arisen from a transaction of business in the State of New York.

AMENDMENTS:

We may amend these Terms and Conditions from time to time. In such event, we will post the amended terms on the Web site. If you use the Web site after we post such a change on our Web site, it will constitute your agreement to the revised terms. You should terminate the use of this Web site if you do not agree with any such amendment.

LIMITS ON USE:

You must be of legal age to use our Web site. Payment must be made in U.S. dollars. You agree not to make a payment on our site that exceeds the funds or available credit line in your Account. If you do, we have no obligation to complete the transaction and you agree that we may debit your Account for our returned item fee or other similar fee. Other limitations may apply and can be found on the Web site. Your use of your Account may be limited by your agreement with your Financial Institution and by applicable law. We are not responsible for not completing a transaction as a result of any such limit on your Account, and we are not responsible if your Financial Institution fails to honor any debit against your Account. At our sole discretion, we may refuse to complete any transaction, which we have reason to believe is not made by you, may violate any law, rule or regulation, or if we have reasonable cause not to honor it. You may not authorize us in advance to make future payments, or payments that are expected to recur at regular intervals.

LIABILITY:

You shall remain liable for all transactions you initiated through this Web site, and the payment of all amounts you owe. You agree to pay all costs and expenses that we may incur in order to collect any amounts you owe under these Terms and Conditions. An agent of a person in whose name an Account has been established warrants that it is duly authorized to use this service on behalf of the principal and that to the best of his or her knowledge and information the representations made on behalf of the principal are true and correct.

MISCELLANEOUS:

These Terms and Conditions constitute the full agreement between and the City related to the use of this Web site. If any provision of these Terms and Conditions is held invalid or unenforceable, all other provisions will remain in full force and effect. The City may choose not to exercise or to delay enforcement of any of our rights under these Terms and Conditions without losing them.

IN CASE OF ERRORS OR QUESTIONS ABOUT THE WEB SITE:

Questions about payments can be directed to us by writing to us at City of Buffalo Department of Administration, Finance, Policy and Urban Affairs, Division of the Treasury, City Hall Room 117, 65 Niagara Square, Buffalo, New York 14202 or call us at (716) 851-5722 between the hours of 8:30 am and 4:30 pm, Monday through Friday, except on City observed holidays. You agree to Email us at webmaster@city-buffalo.com as soon as possible, but no longer than five (5) days after you knew or should have known about any error by you, if you believe an error has been made, or there has been any unauthorized use of your Account. Of course, this is not intended to prevent you from contacting us after five days, but taking longer than five days may prevent us from being able to take corrective action in some cases. When you contact us, please be prepared to provide your name and receipt number.



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