# TERMS OF PAYMENT FOR PROPERTY TAX PAYMENTS USING THE eCHECK SERVICE

# **Conditions of Payment**

These Terms of Payment set forth the terms of the eCheck Payment Service (eCheck Service) offered to you by the Los Angeles County Treasurer and Tax Collector (TTC or we). If you are using the eCheck Service on behalf of a company or other entity, you represent and warrant that you have full legal authority to enter into these Terms of Payment on behalf of that entity and bind it to these Terms of Payment. The eCheck Service provides a method of instructing financial institutions to transfer funds electronically from one account to another, eliminating the use of paper checks. Only a U.S.-based business/corporate or personal checking account is eligible for use with this eCheck Service include, but are not limited to, the following:

- Brokerage Accounts
- · Money Orders
- Cashier's Checks
- Savings Accounts
- Credit Card Checks
- Third-Party Checking Accounts
- Equity Line of Credit Accounts
- Travelers Checks
- Money Market Accounts
- U.S. Treasury Checks

There is no cost for using the eCheck Service. Your bank account must be "ACH-enabled", meaning that the account can de debited electronically. If you are not sure whether your account is ACH-enabled, contact your financial institution before paying by eCheck. If your bank account has a debit block to prevent unauthorized organizations from debiting your account via ACH, you must notify your bank to authorize ACH debits from Los Angeles County with a debit filter with the Company Identification Number of **0 0 0 0 0 7 9 1 6 1**.

Once you click the "Process Payment" button, you will not have an opportunity to make changes to or revoke your authorization for this payment, as there is not a sufficient amount of time for you to do so since your authorization will be processed immediately. However, if you decide after you click the "Process Payment" button that you did not want to make this payment, you still have the option of contacting your financial institution to place a stop payment order. If a stop payment order is not received by your financial institution in a timely manner, your payment will not be stopped. Contact your financial institution promptly for details about placing a stop payment order. If you placed a stop payment order, please see the Returned eCheck section below regarding all applicable late payment penalties and/or costs that will be incurred if your tax obligation remains unpaid at the property tax delinquency date.

The eCheck Service may only be used for payments of less than \$1,000,000. If your total amount due is \$1,000,000 or greater, you can submit two or more eCheck payments of less than \$1,000,000 each until you have paid the full amount. If your eCheck payment or a portion thereof results in an overpayment to us, we may return the overpayment to you by an electronic funds transfer from our bank account to your bank account.

To help avoid penalties and/or costs, please ensure the accuracy of all data you have entered, the availability of funds in your designated bank account, and that you are using a U.S. business/corporate or personal checking account before clicking on the "Process Payment" button. Failure to make a timely payment will result in penalties and/or costs. The eCheck Service does not verify the accuracy of your banking information when you select the "Process Payment" button. IT IS YOUR RESPONSIBILITY TO PROVIDE ACCURATE BANKING INFORMATION.

## **Other Payment Methods**

Please note that, in addition to making a payment through this site, there are other payment options available. For more information go to **Secured Taxes Payment Methods**.

### Your Representations

In addition to the representations in the Terms of Use, you represent to us that: (i) you are using a U.S.-based business/corporate or personal checking account; (ii) the information you provide to us in connection with this eCheck Service is accurate; (iii) you have the right to authorize us to obtain payment from the account designated in your instructions; and (iv) no other person's authorization or action is needed to approve our processing of the eCheck against the account you have designated.

### **Payment Date**

Your payment is deemed made at the time: (i) you select the "Process Payment" button; and (ii) we provide you with a confirmation number. However, the foregoing does not mean that your tax obligation is fulfilled. If your payment is returned and your subsequent payment is made after the property tax delinquency date, you will become subject to all applicable late payment penalties and/or costs. We will process your eCheck as early as the day you make your payment, even if it is before the property tax delinquency date, so it is imperative that you have sufficient funds in your account on the date you make your payment. State law mandates that a penalty shall be imposed if a payment is received after the property tax delinquency date.

### **Transaction Receipt**

Please print a copy of your receipt for your records. In addition, we will send you an email confirmation of your payment. However, the transaction will not be completed or reflected on our site until the County of Los Angeles receives the funds from your financial institution, which may take up to seven (7) business days. The payment will post to our system with the effective date on which you completed your transaction. We recommend that you check your email's junk mailbox or SPAM folder for our emails and add the <code>@ttc.lacounty.gov</code> and <code>@link2gov.com</code> domain names to your Safe Senders List to ensure that you continue to receive our emails in the future.

### Returned eCheck

If your payment is made <u>before</u>, <u>on</u>, <u>or after</u> the property tax delinquency date but is returned for any reason (e.g., because you do not have sufficient funds in your account, you placed a stop payment order on this transaction, closure of your bank account, incorrect bank account information, the account has ACH debit blocks on it, or the bank account you are using is not a U.S.-based business/corporate or personal checking account), your tax obligation(s) will remain unpaid and will become subject to all applicable late payment penalties and/or costs if any subsequent payment is made after the property tax delinquency date.

### **Electronic Communications**

The eCheck Service may not function properly using web-enabled television, cellular telephone or similar connections. Your Internet browser must support the Secure Sockets Layer (SSL), 128-bit encryption protocol. This site is designed to support the most widely used desktop browsers. For a list of supported desktop browsers, go to **List of Supported Browser Versions**. If you are not using one of these browser versions, the site may behave in an unexpected manner.

### **Disclaimers and Limitation of Liability**

We offer the eCheck Service as a courtesy only. In addition to the disclaimer of warranties included in the Terms of Use, we assume no obligation to ensure that the eCheck Service is available for your use. There may be times when the eCheck Service is unavailable due to, among other reasons, system maintenance or outages. In addition to the limitation of liability included in the Terms of Use, you agree that for any liability related to your payment, neither the TTC nor the County of Los Angeles is liable for any amount of damages above the aggregate dollar amount paid by you under these Terms of Payment.

### **Amendments/Termination**

We reserve the right to amend (i.e., add to, delete, or change) these Terms of Payment and the eCheck Service at any time. By using the eCheck Service after any amendment, you consent to the Terms of Payment, as it is changed from time to time. We may terminate your use of the eCheck Service at any time, without cause or prior notice.

### **Entire Agreement**

These Terms of Payment, the **Terms of Use**, and the **Privacy & Security Policy** constitute the entire agreement between TTC and you with respect to the eCheck Service.

By selecting the "I accept all terms and conditions of the preceding agreement" and the "Next" buttons below, you are confirming that: (i) you are using a U.S.-based business/corporate or personal checking account; (ii) your computer system meets the requirements set forth above; and (iii) you agree to the Terms of Payment, which will be deemed to supplement the Terms of Use and Privacy & Security Policy found elsewhere at this site and which are incorporated herein by this reference:

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