

City of Austin Parks and Recreation Department Terms and Agreement

Important Information Regarding Electronic Communication and Transactions Read This Notice Carefully and Keep a Copy for Your Records

Prior to your receiving login access to the City of Austin Parks and Recreation Department (PARC) Self-Service payment service, the City of Austin (City) requires you to review the terms and conditions of this Electronic Presentment and Payment User Access Agreement ("Agreement") as defined below. You indicate your consent to the same by using the Online Service.

Notice: Read this Agreement carefully before you log in and use the options available on this website and made available to you by the City of Austin and its third-party service providers.

If you do not wish to become a party to this Agreement and be bound by all of its terms and conditions, select the appropriate button or link to cancel the login process and do not use the Online Service. These terms and conditions may be amended or supplemented at any time, and you take the Online Service subject to such updated terms as a user of the Service.

Electronic Payment Terms and Conditions Electronic Payment Access User Agreement

This Agreement is provided by the City of Austin Parks and Recreation Department and governs your Online and Mobile Services use, as that term is defined below.

Functions provided by the Web and Mobile Services are also governed by other separate legal Agreement (s), such as Parkeon (dba FlowBird) and or any of its affiliates, including but not limited to their terms and conditions.

The following definitions apply to this Agreement:

- **City** — The City of Austin, Texas
- **Web and Online Services** — The City of Austin Parks and Recreation Department's electronic payment presentment and payment system available on the Internet.
- **Facility Kiosk Units** — The City of Austin Parks and Recreation Department's self-service payment system available at each facility.
- **Agreement** — The Electronic Presentment and Payment User Access Agreement
- **User Account** — The presentment and payment account services the City of Austin is providing you.
- **Business Day** — Monday through Friday, excluding City Holidays.
- **You, your** — The person, persons, or entities in whose name the User Account exists and shall include the masculine, feminine, and neuter genders and plural as well as the singular whenever the context so permits.
- **Us, our, we, and payee** — The City of Austin and all of its affiliates and subsidiaries.

Permission to Access

As additional consideration for your agreeing to these terms and conditions, the City of Austin is willing to provide you with a limited, non-exclusive right to access its website/mobile application and use the Online and Mobile Services for your internal use only, but only pursuant to the terms and conditions of this Agreement.

User Account Functions

The Online and Mobile Services allow customers to access information regarding their User Account and initiate transactions from customers' bank accounts to pay for their facility tickets. Such User Account functions include the following:

- View User Account information
- View purchase history of payments to the City of Austin
- Report User Account problems via a secured communication and transaction channel

By directing the City of Austin to initiate a payment, you authorize the City of Austin or its agent to withdraw from the banking account you designate the amount of funds required to complete the assigned transaction. You agree to indemnify the City of Austin for any costs, losses, or other amounts if the transaction is not correctly and successfully processed by your bank or other payment processor and collected from you, or if the collection or other similar efforts are required to collect the payment.

You regard your requests for User Account functions, instructions to change existing User Account information or services, and other communications received via the Online and Mobile Services as legal authorizations by you.

Customer Service

You may contact the City of Austin Parks and Recreation Departments Aquatics Division by calling our Customer Service Center at 512-974-6700. Representatives are available to assist you Monday through Friday, 8:00 a.m. to 5:00 p.m. CST.

Customer Service representatives may provide assistance only within the guidelines set forth by this Agreement and the City of Austin Parks and Recreation Department. Customer Service representatives are not authorized to negotiate any of the terms of this Agreement or the Online and Mobile Services.

The same encryption process used to secure your User Account information secures messages sent via the forms provided by the Account Services. The Customer Service function provided by the Service may be used to securely transmit confidential information to the City of Austin.

Errors with Electronic Funds Transfers (EFTs)

In case of errors or questions about your online payment, contact the City of Austin Parks and Recreation Department's Aquatics Division by the following means:

Write to us:
City of Austin Parks and Recreations

Attn: Aquatics
2818 San Gabriel St.721 Barton Springs Rd.
Austin, TX 78705

Call us: 512-974-9330

Email us: AquaticsOffice@austintexas.gov

We must hear from you within sixty (60) calendar days after the **first billing statement** on which the problem appeared. Please contact us as stated above and provide:

- Your name and User Account ID
- A description of the error or the transfer about which you are unsure, and explain why you believe there is an error
- The dollar amount and date of the suspected error

If you call us to report a suspected error, we may require that you send us your complaint or questions in writing within ten (10) business days.

The City of Austin will notify you of the result of our investigation within ten (10) business days after we hear from you and will correct any error promptly. However, if we need more time, we may take up to forty-five (45) days to investigate your complaint or questions. If we decide to do so, we will provisionally credit your User Account within ten (10) business days for the amount you think is in error. You will have the use of the money during the time it takes us to complete our investigation.

If the City of Austin asks you to state your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your User Account. If we decide that there was no error, the City of Austin will send you a written explanation within three (3) business days after we finish the investigation. You may ask for copies of the documents that were used in the investigation.

Customer Responsibility for Reporting Stolen Passwords or Unauthorized Transfers

You must notify the Parks and Recreation Department's Customer Service Center immediately at 512-974-6700 if you become aware of an incident that might have compromised your account. Calling Customer Service directly is the most secure way to notify us so as to limit the amount of loss.

Copyright Information

All logos, service marks, trade names, and trademarks contained within this site are the sole property of the City of Austin or its agents. It is prohibited for anyone to use such trademarks. This site may also contain such logos and trademarks of a third party.

The content contained in the Parks and Recreation Department's Online and Mobile Services site is protected by copyright law. It is prohibited for you to display, distribute, publish, sell, transmit, license, and create derivative works or to use any content that is contained within the City of Austin's website for any purpose whatsoever. Any unauthorized use of this information may be punishable by law.

Disclaimer to the Online and Mobile Services

The City of Austin will make commercially reasonable efforts through the Online and Mobile Services to complete a payment to your User Account in the correct amount in accord with this Agreement. However, you agree that the City of Austin is responsible for making such efforts to fulfill only those User Account requests received via the Online and Mobile Services.

You also agree that the City of Austin, in any event, shall not be liable nor accountable for any damages or losses of any kind (whether direct or indirect) resulting from a delay or any other failure of the Online and Mobile Services, including transmittal of a message via the Online and Mobile Service, whether arising from user error, malfunction of equipment, natural impediments, networking impediments, loss of Internet availability or functionality, and or inaccurate or incomplete information, failure by you to have sufficient funds in your banking account, or by any other cause, and by using the Online and Mobile Services you understand the possibility of same and agree to these terms and conditions.

Though every attempt is made to provide accurate and timely information on our website, the Online and Mobile Services (and all information and data You may receive as a result of accessing the Online and Mobile Services) is provided "as is" and without warranty of any kind, and no warranties, either express or implied, are made with respect to the Online and Mobile Services and such information, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement, or any other warranties that may arise from the usage of trade or course of dealing. The City of Austin and the third-party service providers do not warrant, guarantee, or make any representations regarding the use of or the results of the use of the Online and Mobile Services (and all information and data you may receive as a result of accessing the Online and Mobile Services) in terms of correctness, accuracy, reliability, or otherwise, and do not warrant that the operation of the website and the Online and Mobile Services will be uninterrupted or error-free. The City of Austin and the third-party service providers expressly disclaim any warranties not stated herein. You agree that the Online and Mobile Services (and all information and data you may receive as a result of accessing the Online and Mobile Services) is not a consumer good for purposes of federal or state laws, including warranty laws.

If You Do Not Consent to These Terms and Conditions

If you do not consent to the terms and conditions of this Agreement, including continuous monitoring of activity on the Web and Mobile Service and the terms and conditions explained above, please exit the Web and Mobile Service now and do not use or access the Online and Mobile Service.

Date last reviewed or modified: 5/10/21