

CITY OF WILMINGTON PAYMENT PORTAL

TERMS OF USE

Last Updated: July 2, 2025

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING OR USING THE CITY OF WILMINGTON PAYMENT PORTAL. BY ACCESSING OR USING THE CITY OF WILMINGTON PAYMENT PORTAL, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE CITY OF WILMINGTON PAYMENT PORTAL.

The City of Wilmington Payment Portal (the “Portal”) is owned and operated by the City of Wilmington, a municipal corporation of the State of Delaware (hereinafter referred to as “City,” “we,” “us,” or “our”) and its licensor, N. Harris Computer Corporation, a corporation of the Province of Ontario, Canada. These Terms of Use govern your access to and use of the Portal, where you may, among other things, view billing information and make online payments for property taxes, utility charges, and licensing and inspection fees owed to the City.

1. DEFINITIONS

As used in these Terms of Use:

1.1 “City” means the City of Wilmington and its departments, agencies, officers, employees, and authorized representatives.

1.2 “User,” “you,” or “your” means any individual or entity that accesses or uses the Portal.

1.3 “Portal” means the City of Wilmington Payment Portal website, including all content, services, and functionality offered through the website.

1.4 “Terms” or “Terms of Use” means these Terms of Use, as may be amended from time to time.

1.5 “Electronic Record” means a record created, generated, sent, communicated, received, or stored by electronic means.

1.6 “Electronic Signature” means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

2. MODIFICATIONS TO THESE TERMS

2.1 The City reserves the right, at its sole discretion, to modify, add, or remove these Terms of Use, or portions thereof, at any time without notice. Any modifications will be effective immediately upon posting the updated Terms of Use on the Portal. Your continued use of the Portal following the posting of any changes constitutes your acceptance of such changes.

2.2 It is your responsibility to check these Terms of Use periodically for changes. If you do not agree to any of the changes to these Terms of Use, you must discontinue using the Portal.

3. USER ACCOUNTS

3.1 Account Creation. To access certain features of the Portal, you may be required to create an account. When creating an account, you must provide accurate, current, and complete information as prompted by the registration process. You are responsible for maintaining the confidentiality of your account credentials, including your username and password.

3.2 Account Security. You are solely responsible for all activities that occur under your account. You agree to:

- a. immediately notify the City of any unauthorized use of your account or any other breach of security; and
- b. ensure that you exit from your account at the end of each session when accessing the Portal from a shared computer or public terminal.

3.3 Account Verification. The City may require verification of your identity or account information at any time. Failure to provide such verification may result in suspension or termination of your account.

3.4 Account Recovery. If you forget your password or username, you may use the account recovery features provided on the Portal. The City may require verification of your identity before restoring access to your account.

4. PERMITTED USES AND RESTRICTIONS

4.1 Permitted Uses. Subject to these Terms of Use, the City grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Portal solely for the purposes of:

- a. viewing your billing information;
- b. making payments or creating a payment plan;
- c. updating your personal and account information; and
- d. utilizing other features expressly made available through the Portal.

4.2 Restrictions. You agree not to:

- a. use the Portal for any purpose that is unlawful or prohibited by these Terms of Use;
- b. attempt to gain unauthorized access to any portion of the Portal or any systems or networks connected to the Portal;
- c. use any robot, spider, scraper, or other automated means to access the Portal for any purpose;

- d. interfere with or disrupt the operation of the Portal or the servers or networks used to make the Portal available;
- e. bypass any measures we may use to prevent or restrict access to the Portal;
- f. modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Portal;
- g. use the Portal to upload, post, email, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, or otherwise objectionable;
- h. impersonate any person or entity or misrepresent your affiliation with any person or entity while using the Portal;
- i. engage in any activity that interferes with another user's use and enjoyment of the Portal; or
- j. permit or assist any person to engage in any of the activities described above.

4.3 Reporting Violations. If you become aware of any violation of these Terms of Use, please report it immediately to the City using the contact information provided in Section 15.

5. PAYMENT PROCESSING

5.1 Payment Methods. The Portal accepts payments via credit card, debit card, electronic check (ACH), and such other payment methods as the City may make available from time to time. By providing your payment information, you authorize the City and its designated payment processors to charge the account associated with such payment information.

5.2 Processing of Payments. All payments made through the Portal are subject to the following terms:

- a. For purposes of meeting payment deadlines, a payment is considered timely if initiated before 11:59 PM (Eastern Time) on the due date, provided that you have complied with all payment instructions;
- b. You are responsible for ensuring that payments are initiated sufficiently in advance of any due date to ensure timely receipt by the City;
- c. The City is not responsible for any delays in processing caused by payment processors, financial institutions, or other third parties; and
- d. The City reserves the right to refuse or cancel any payment that is suspected to be fraudulent or in violation of these Terms of Use.

5.3 Convenience Fees. You may be charged convenience fees for certain payment methods. Any applicable convenience fees will be clearly disclosed prior to the completion of your payment transaction. Convenience fees are non-refundable.

5.4 Third-Party Restrictions. You understand that your use of the Portal may be affected by third-party agreements, including but not limited to, agreements between you and your financial institutions. You acknowledge that your use of the Portal does not change any banking account agreements you have for accounts used to make payments via the Portal. You further acknowledge that the agreements you have with your financial institutions may impose fees or restrictions in

connection with your use of the Portal, and you remain solely responsible for being aware of and complying with those restrictions or requirements.

5.5 Payment Verification. You will receive an electronic confirmation upon successful submission of your payment. This confirmation serves as a receipt of your payment submission but does not constitute confirmation that payment has been received by the City or credited to your account with the City. You remain fully and directly liable for any amounts owed to the City and are solely responsible for ensuring that payments of such amounts are received by the City.

5.6 Payment Disputes and Errors. If you believe an error has occurred in connection with a payment made through the Portal, you must notify the City within ninety (90) days of the payment date. Notifications must be made by contacting the City at the contact information provided in Section 15. The City will investigate reported errors and make corrections as appropriate.

5.7 Refunds. All payments made through the Portal are subject to the City's refund policies, if applicable, which are established under relevant ordinances and regulations.

5.8 Payment Status and Effect. Making a payment through the Portal does not:

- a. waive the City's right to collect additional amounts determined to be due;
- b. constitute a waiver of any existing liens or security interests;
- c. affect your right to dispute the underlying tax or fee assessment through appropriate legal channels; or
- d. constitute an admission regarding the validity of the underlying obligation.

5.9 Payment Processor Liability. The City contracts with third-party payment processors to facilitate payment transactions. These processors maintain their own security systems and compliance certifications. The City is responsible for accurately transmitting payment information to these processors and properly applying payments to your account once funds are received. The payment processors are responsible for the secure processing of payment information and timely transmission of funds to the City. Neither the City nor its payment processors will be liable for damages beyond the amount of the transaction and any fees imposed.

6. PRIVACY AND DATA SECURITY

6.1 Privacy Policy. Your use of the Portal is subject to the City's Privacy Policy, which is incorporated by reference into these Terms of Use and is accessible at <https://www.wilmingtonde.gov/about-us/privacy-policy>. Please review the Privacy Policy to understand how the City collects, uses, and discloses information about you.

6.2 Data Security. The City implements reasonable security measures to protect the security of information transmitted through the Portal. However, the City cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

6.3 Public Records. Information submitted through the Portal may be subject to public records laws (29 *Del. C.* § 10001, *et seq.*). While the City takes reasonable steps to protect sensitive personal and financial information in accordance with applicable law, you acknowledge that certain information may be subject to disclosure pursuant to public records requests as required by law.

6.4 Records Retention. The City maintains records of account information and payment transactions in accordance with applicable records retention laws and City policies.

6.5 Data Breach Notification. In the event of a security breach affecting your personal information, the City will notify you in accordance with applicable law, including 6 *Del. C.* § 12B-100, *et seq.*

7. DISCLAIMERS AND LIMITATIONS OF LIABILITY

7.1 Disclaimer of Warranties. The Portal and all contents, materials, information, and services provided on or through the Portal are provided on an “as is” and “as available” basis. Any content, materials, information, or software downloaded or otherwise obtained through the use of the Portal is done at your own discretion and risk. The City shall have no responsibility for any damage to your computer system or loss of data that results from the download of any content, materials, information, or software.

THE CITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND SECURITY AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

7.2 Limitation of Liability. To the fullest extent permitted by applicable law, IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE PORTAL, WITH THE DELAY OR INABILITY TO USE THE PORTAL, WITH THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY CONTENT, MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, OR SERVICES OBTAINED THROUGH THE PORTAL, OR OTHERWISE ARISING OUT OF THE USE OF THE PORTAL, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

If you are dissatisfied with any portion of the Portal, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue the use of the Portal.

7.3 Governmental Immunity. Nothing in these Terms of Use shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available to the City, its officials,

employees, or agents. The City expressly reserves all immunities, defenses, and limitations of liability to which it is entitled under the County and Municipal Tort Claims Act (10 *Del. C.* § 4010, *et seq.*) and any other applicable laws.

8. INDEMNIFICATION

8.1 User Indemnification. You agree to defend, indemnify, and hold harmless the City, its officers, employees, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising from:

- a. your use of and access to the Portal;
- b. your violation of any term of these Terms of Use;
- c. your violation of any third-party right, including without limitation any copyright, property, or privacy right; or
- d. any claim that your actions caused damage to a third party.

8.2 Notification and Cooperation. The City will provide you with written notice of any claim, suit, or action from which you must indemnify the City. The City reserves the right to assume the exclusive defense and control of any matter for which you are required to indemnify the City, and you agree to cooperate with the City's defense of these claims. The City's assumption of defense or control of a matter does not release you from the duty to reimburse the City for any damages it suffers or expenses it pays.

9. TERMINATION

9.1 Termination by City. The City may, in its sole discretion and without prior notice, terminate your access to the Portal, cancel any pending transactions, or deactivate your account for any reason, including, without limitation, if the City believes that you have violated these Terms of Use.

9.2 Termination by User. You may terminate your account at any time by contacting the City at the contact information provided in Section 15.

9.3 Effect of Termination. Upon termination of your access to the Portal:

- a. Your right to access and use the Portal will immediately cease;
- b. The City may delete or archive any content or information associated with your account;
- c. Any pending transactions may be canceled; and
- d. Any fees or payments due to the City will remain payable.

9.4 Survival. The provisions of Sections 7 (Disclaimers and Limitations of Liability), 8 (Indemnification), 10 (Governing Law and Dispute Resolution), and any other provisions that by their nature should survive termination shall survive any termination of these Terms of Use.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law. These Terms of Use and any disputes arising under or related to these Terms of Use shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to its conflict of law provisions.

10.2 Dispute Resolution. All disputes arising out of or in connection with these Terms of Use shall be resolved by the courts of competent jurisdiction located in New Castle County, Delaware. You agree to submit exclusively to the jurisdiction and venue of said courts.

11. INTELLECTUAL PROPERTY

11.1 Ownership. The Portal and all content, features, and functionality thereof, including but not limited to all information, software, text, displays, images, video, audio, design, selection, arrangement, and look and feel, are owned by the City or its licensors and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

11.2 Limited License. Subject to these Terms of Use, the City grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Portal solely for the purposes described in Section 4.1. This license does not include the right to collect or harvest any personal information of other users of the Portal or to use the Portal for any commercial purpose.

11.3 Restrictions. Except as expressly permitted in these Terms of Use, you may not:

- a. copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit, or public purposes all or any portion of the Portal;
- b. sell, rent, lease, license, sublicense, transfer, distribute, retransmit, time-share, use as a service bureau, or otherwise assign to any third party the Portal or any of your rights to access and use the Portal as granted specifically by these Terms of Use; or
- c. use or attempt to use any deep-link, scraper, robot, bot, spider, data mining, computer code, or any other device, tool, or program to access, acquire, copy, or monitor any portion of the Portal.

11.4 Feedback. If you provide the City with any feedback, suggestions, or ideas regarding the Portal (“Feedback”), you grant the City a perpetual, worldwide, royalty-free, irrevocable, non-exclusive, sublicensable, and transferable right to use the Feedback in any manner and for any purpose without compensation to you.

11.5 Trademarks. The City name, the City logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the City or its affiliates or licensors. You may not use such marks without the prior written permission of the City. All other names, logos, product and service names, designs, and slogans on the Portal are the trademarks of their respective owners.

12. THIRD-PARTY WEBSITES AND CONTENT

12.1 Third-Party Websites. The Portal may contain links to third-party websites that are not owned or controlled by the City. The City has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. By using the Portal, you

expressly relieve the City from any and all liability arising from your use of any third-party website.

12.2 Third-Party Payment Processors. The City uses third-party payment processors to facilitate payment transactions through the Portal. Your use of such third-party payment processors is subject to their terms of service and privacy policies. The City is not responsible for the actions or policies of any third-party payment processors.

12.3 Third-Party Content. The Portal may display content from third parties. The City does not control, endorse, or adopt any third-party content and shall have no responsibility for such content, including without limitation material that may be misleading, incomplete, erroneous, offensive, indecent, or otherwise objectionable.

13. ACCESSIBILITY

13.1 System Availability. The City strives to maintain the Portal availability 24 hours a day, 7 days a week. However, the Portal may be unavailable during scheduled maintenance, emergency maintenance, system outages, or other planned or unexpected situations. The City will make reasonable efforts to minimize disruption and provide notice when possible.

13.2 Accessibility Issues. If you encounter any accessibility issues when using the Portal, please report them to the City at the contact information provided in Section 15. The City will make reasonable efforts to address accessibility concerns in a timely manner.

14. ELECTRONIC COMMUNICATIONS AND SIGNATURES

14.1 Electronic Communications. By using the Portal, you consent to receive electronically all communications, agreements, documents, notices, and disclosures (collectively, “Communications”) that the City provides in connection with your use of the Portal. Communications may be posted on the Portal or sent via email to the email address you provide.

14.2 Electronic Signatures. By using the Portal and clicking on “Accept,” “I agree,” or similar buttons or links, you are providing your electronic signature, which constitutes your consent and agreement to these Terms of Use and any other documents presented to you. Your electronic signature has the same legal effect as a physical signature.

14.3 Electronic Records. You agree that the City may provide you with Electronic Records concerning your account and transactions. These Electronic Records may include, but are not limited to, account statements, payment confirmations, tax receipts, and notices.

15. CONTACT INFORMATION

15.1 City Contact Information. For questions, concerns, or notices regarding these Terms of Use or the Portal, you may contact the City at:

City of Wilmington, Revenue Division

800 N French St, 1st Floor
Wilmington, DE 19801
Email: revenueinquiries@wilmingtonde.gov
Phone: (302) 576-2620
Hours: M-F 7:30am to 7:30pm

15.2 Notices to the City. All formal notices to the City required under these Terms of Use must be in writing and delivered to the address above or by email to revenueinquiries@wilmingtonde.gov with a subject line clearly indicating the purpose of the notice.

15.3 Notices to Users. The City may provide notices to users through the Portal, by email to the email address associated with your account, or by mail to the address associated with your account. Notices provided through the Portal or by email will be considered received 24 hours after posting or sending. Notices provided by mail will be considered received three (3) business days after mailing.

16. FORCE MAJEURE

16.1 Force Majeure Events. The City shall not be liable for any failure to perform its obligations under these Terms of Use where such failure results from any cause beyond the City's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation, acts of God, terrorism, pandemic, epidemic, or other catastrophic events (collectively, "Force Majeure Event").

16.2 Response to Force Majeure. In the event of a Force Majeure Event affecting the Portal:

- a. The City will make reasonable efforts to restore service as soon as practicable;
- b. The City may extend payment deadlines that occur during the event; and
- c. The City will communicate alternative methods for conducting time-sensitive transactions.

17. INTEGRATION WITH OTHER CITY POLICIES

17.1 Relationship to Other Policies. These Terms of Use operate in conjunction with other City ordinances, regulations, and policies.

17.2 Conflicts. In the event of a conflict between these Terms of Use and any other City policy specifically referenced herein, the terms of the more specific policy shall govern with respect to the subject matter of that policy.

17.3 City Code. Nothing in these Terms of Use shall be construed to conflict with or supersede the Wilmington City Code. In the event of any conflict between these Terms of Use and the Wilmington City Code, the Wilmington City Code shall govern.

18. MISCELLANEOUS PROVISIONS

18.1 Severability. If any provision of these Terms of Use is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms of Use will remain in full force and effect, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

18.2 Waiver. No waiver of any right or provision of these Terms of Use shall be effective unless in writing and executed by the City. The failure of the City to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. No waiver by the City of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition.

18.3 Assignment. You may not assign or transfer these Terms of Use, by operation of law or otherwise, without the City's prior written consent. Any attempt by you to assign or transfer these Terms of Use without such consent will be null and void. The City may assign or transfer these Terms of Use, at its sole discretion, without restriction.

18.4 Headings. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

18.5 Entire Agreement. These Terms of Use, together with the Privacy Policy and any other legal notices published by the City on the Portal, shall constitute the entire agreement between you and the City concerning the Portal and supersede all previous communications, representations, understandings, and agreements, either oral or written, between you and the City with respect to the Portal.

18.6 Language. If the City provides a translation of the English language version of these Terms of Use, the translation is provided solely for convenience, and the English version shall govern your relationship with the City.

18.7 No Third-Party Beneficiaries. These Terms of Use do not and are not intended to confer any rights or remedies upon any person other than you and the City.

18.8 Interpretation. These Terms of Use shall not be construed against the City on the grounds that the City drafted them.