

## **Electronic Billing and Payment (“PowerPay”) Service Terms and Conditions**

Chelan County Public Utility District (“Chelan PUD”, “we”, “our”, “us”) is offering this electronic billing and payment service (“Service”) hosted by Fidelity Information Services (FIS) as a convenient payment option for you, our valued customer (“you” or “your”). By agreeing to this Service you will stop receiving your paper bill and begin to receive an electronic billing statement. You may pay your utility bill over the internet, or create an automatic payment rule. In addition to these Terms and Conditions, you should review our [Privacy Policy](#), which is incorporated into these Service Terms and Conditions by this reference. The Privacy Policy includes important information about the type of information we collect about you, how we collect that information and under what circumstances we may release certain information.

In utilizing this Service you will be providing Chelan PUD personal information. Such information only will be used in the manner herein described. Chelan PUD will not sell a user's personal information to third parties for any purpose. We will disclose information to third parties about your account or your transactions only if we have your permission to do so or we believe, in good faith, that such release is reasonably necessary to:

Complete transactions (including collections); or comply with the law (including but not limited to banking or public disclosure laws); or protect the rights, property or safety of Chelan PUD, our users, or others.

Chelan PUD may aggregate information on our entire customer base for analysis purposes, but a user's individual personal information will never be sold or provided to any party except as provided above. If you visit our site, we may automatically collect and store the following information;

- The name of the domain from which you access the Internet.
- The type of browser and operating system used to access our site.
- The date and time you access our site.
- The Internet address of the website from which you linked directly to our site.
- This information is used by our software programs on our website to create summary statistics that allow us to assess the number of visitors, determine technical design specifications, monitor system performance, and help us make our site more useful to customers. Only authorized employees, agents and contractors (who have agreed to keep information secure and confidential) have access to this information.

When necessary, information provided to Chelan PUD through this site will be encrypted using Secure Socket Layer (SSL).

### **Authentication and Authorization for Service Usage**

- This Service incorporates commercially reasonable methods to authenticate the information that you have supplied for making payment. You will not be able to submit a payment until the Service authenticates you and your information. You will not be allowed to use the Service to pay your utility bills until you have read these Terms and Conditions and have acknowledged doing so by clicking the “I Accept” button at the bottom of this page. As the user of this Service, and upon your acceptance of these Terms and Conditions, you will have submitted your banking account or credit card account (your “Designated Account”) information. You are

responsible for legal, regulatory, or banking penalties and fees that may be assessed for supplying false information to us for use with the Service.

- The Service may be used for payment on both consumer and commercial accounts.
- If the Designated Account is a bank or credit card account for your business, then it must be one for which you are a properly authorized signer and subject to restrictions noted above.
- By accepting these Terms and Conditions, you authorize Chelan PUD to initiate a charge to your Designated Account according to your instructions. Each time you use the Service to pay your Chelan PUD bill, you will be reauthorizing us to charge your Designated Account.
- By accepting these Terms and Conditions, you represent and warrant that:
  - You are 18 years or older;
  - You are using your actual identity and any information you provide is accurate and complete;
  - You are legally authorized to make payments using your Designated Account;
  - You have read and agreed to these Terms and Conditions, [Chelan PUD's Privacy Statement](#) and you agree to be so bound; and
  - Your use of the Service will not violate any local, state, national, or international laws or regulations.
- By accepting these Terms and Conditions, you are agreeing that you are solely responsible for maintaining the confidentiality of your password, and agree that Chelan PUD will have no obligations with regard thereto. You agree not to give your password to anyone. You further agree to hold Chelan PUD harmless from any claims resulting from the improper use of your password. If you believe your password has been lost or stolen or someone has gained access to your password without permission, you must contact Customer Accounting at (509) 668-0002.

## Chelan PUD Online Payment Service

By providing Chelan PUD with the account information for your Designated Account, you authorize us to follow the payment instructions we receive from you through the Service. When you use this Service to send us a payment instruction, you authorize Chelan PUD to initiate a message to your bank or credit card provider to charge your Designated Account and to send those funds to us for payment on your Chelan PUD account (s) so that we receive the funds as close as reasonably possible from the date indicated by you in the payment instructions. The terms of these payment instructions will be in the form of Authorization Agreement for Storage of Credit Card Information, Authorization Agreement for Direct Payments (ACH/Debit), or Authorization Agreement for Storage of Bank Information, as may be selected by you, the terms of which are incorporated herein by this reference.

If your payment is received after the due date of the bill, regardless of any cause except failure to reasonably process your explicit payment instruction actually received by us, then you will remain responsible for any late charges and interest assessed, the same as if you mailed your payment to us and we received it after the due date. This would be true even if you are unable to access the system due to problems with the Internet or our servers being temporarily unavailable. Therefore, we recommend that you instruct the Service to initiate each payment to us at least four (4) business days before the actual due date, except for automatic payments which will be processed on the due date of the bill. Business days are Monday through Friday, except for federal bank holidays. If you use the Services to send us your payment instructions after 5:00 pm Pacific Time on a business day, then the Service will treat your instruction as if it was received on the following business day. It is the day we receive payment from you, and not the day we receive your instructions, that determines whether your payment was timely.

## **Limitations of Liability and Exclusions of Warranties**

### **Indemnity**

You agree to defend, indemnify, and hold harmless Chelan PUD, its affiliates, officers, directors, employees, agents, successors, or assignees from any and all lawsuits, claims, settlements, damages, liabilities, costs and expenses including reasonable attorney's fees arising in any way from your use of the Service, website or the placement or transmission of any message, information, software, or other materials or content on or through the website by you or users of your User Account or related use of the Service, or any violation of these Terms and Conditions by you or users of your User Account.

### **Disclaimers of Warranties**

The website, Service, and/or any content, information, and functions provided on or through the website and/or Service are made available on an "as is" and "as available" basis without warranty of any kind. Chelan PUD makes no representations or warranties about the Services, including without limitation the suitability for any purpose.

You acknowledge and agree that Chelan PUD does not guarantee or warrant that communications or payment transactions conducted online will be absolutely secure. As a result, you agree to assume all risk and liability arising from your use of the Service, including, but not limited to, the risk of breach in the security of the communications or transactions you conduct online or any credit card, ACH/Debit or other banking information which you have provided to Chelan PUD for storage on this Service.

Chelan PUD does not warrant the accuracy of the content or other information contained on the website. Chelan PUD does not warrant that the website or the Service will meet your requirements, will be error-free, or that all defects will be corrected. Further, Chelan PUD will not be responsible for errors, omissions, interruptions, deletions, defects, or delays in the operation or transmission of the website, Service and/or related content, for communication line failures, or for computer viruses associated with the operation of the website.

CHELAN PUD MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE WEB SITE OR SERVICE AND HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE WEB SITE, SERVICE AND OTHER INFORMATION, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND AVAILABILITY. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE AND/OR SERVICE IS AT YOUR SOLE RISK.

### **Limitation of Remedies and Limitation of Liabilities**

IN NO EVENT SHALL CHELAN PUD, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNEES BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS RESULTING FROM BUSINESS DISRUPTION, LOSS OF DATA, LOST PROFITS, LOST GOODWILL, OR DAMAGE TO SYSTEMS OR DATA, WHETHER IN AN ACTION FOR CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CHELAN PUD OR ANY OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAM.

You agree that your only available remedy arising out of your inability to use or access the website or

the Service, defects in the website, or any other matter arising from your use of the website or the Service is to make payment on your account directly to Chelan PUD using another payment method as provided by Chelan PUD policies.

Chelan PUD disclaims any and all liability resulting from or related to any actions or inactions of third parties that result in impairment, disruption, or damage to your internet connection, use of the website, or Service. **YOU EXPRESSLY RELEASE CHELAN PUD FROM ANY AND ALL CLAIMS, DAMAGES AND CAUSES OF ACTION ARISING OUT OF SUCH ACTIONS OR INACTIONS.**

## **TERMINATION OR DISCONTINUATION**

We reserve the right to terminate the Service at any time without notice including the right to terminate your use of the Service at Chelan PUD's sole discretion. If we terminate your use of the Service, you will need to pay your Chelan PUD bill using another payment option as provided by Chelan PUD policies.

## **DISPUTES**

If there is a dispute regarding the Service, you agree to resolve the dispute in accordance with the dispute resolution procedures outlined in Chelan PUD's Customer Service Regulations and Policies which are available at [www.chelanpud.org](http://www.chelanpud.org).

**WAIVER, SEVERABILITY.** Waiver of a breach of or right hereunder will not constitute a waiver of any other or subsequent breach or right. If any provision herein shall be held by a court of competent jurisdiction to be contrary to law, that provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions herein will remain in full force and effect.

**APPLICABLE LAW AND VENUE.** These Terms and Conditions shall be governed by Washington law excluding its conflict of laws principles. Exclusive venue for any action between the parties shall be Chelan County, Washington.

**COMPLETE AGREEMENT and CONFLICTS.** These Terms and Conditions, along with Chelan PUD's Privacy Policy, Authorization Agreement for Storage of Credit Card Information, Authorization Agreement for Storage of Bank Information, and Authorization Agreement for Direct Payments (ACH/Debit) as may be selected by you, all of which have been incorporated into these Terms and Conditions by reference, are the complete, exclusive and binding statement of the agreement regarding the Service between you and Chelan PUD. It supersedes any proposal or prior agreement, oral or written, and any other communications between you and Chelan PUD relating to the Service. If there is a conflict between what a Chelan PUD employee tells you and the terms of this document, these Terms and Conditions will prevail. If there is a conflict between these terms and conditions and other documents incorporated herein by this reference, these Terms and Conditions will control.

**AMENDMENTS. CHELAN PUD MAY AMEND, MODIFY, OR UPDATE THESE TERMS AND CONDITIONS AT ANY TIME. YOU WILL BE AGREEING TO THE CURRENT PROVISIONS OF THESE TERMS AND CONDITIONS EACH TIME YOU MAKE A PAYMENT USING THE SERVICE.** These Terms and Conditions may have been altered or amended from the last time you used the Service so be sure to read it each time before you make a payment to be certain you still agree with its provisions. Your use of the Service after any changes to these Terms and Conditions will

constitute your agreement to such change(s).

**BY CLICKING THE ACCEPTANCE BOX, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS AND OUR PRIVACY STATEMENT AND YOU AGREE TO BE BOUND BY THEIR TERMS, AND ANY FUTURE AMENDMENTS, WHICH MAY BE MADE FROM TIME TO TIME.**