

## ONLINE ENROLLMENT AND IVR TERMS AND CONDITIONS

### GENERAL

Please read the following terms and conditions of use carefully. By using this service, or permitting any other person or other entity to use this service on your behalf, you acknowledge that you have read these terms and conditions and that you accept and will be bound by the terms thereof, as they may be modified by us from time to time, as posted on this web site. When such a modification is made, we will post a revised version of the terms and conditions on this web site. Changes will be effective when they are posted. We are not required to provide you with notification that any such change has been made. It is your responsibility to review these terms and conditions from time to time to be aware of any such change. Your continued use of the service will indicate your agreement to any such change. We reserve the right to add to, remove, change or terminate access to any of the content or functions of the service without giving specific notice to you. If you do not agree to the terms and conditions, you may not use this service. Access to this service is restricted to those persons who have a valid user ID and password for online billing enrollment and/or valid customer number and account number for one-time payments, and who have accepted these terms and conditions. Access or attempted access by unauthorized individuals may be subject to prosecution. Any use of the service is at the sole risk of the user.

### YOUR RESPONSIBILITY

You are responsible for all transfers and bill payments you authorize using the service. If you permit other persons, or other entities, to use the service by providing your login information, you are responsible for any transactions they authorize from your stored payment accounts. You should notify us immediately if you believe any of your accounts have been accessed or your login information has been taken or used without your permission.

### OUR RESPONSIBILITY

We, or a third party acting as our agent, are responsible for completing payments on time and according to your properly entered and transmitted instruction. If we do not complete payment on time or in the correct amount according to our agreement with you, we will be liable for your losses and damage. However, neither we, nor the Service Provider will be liable:

- If you do not have adequate money in a deposit account or sufficient available credit on a credit card to complete the transaction from the specified account, or if that account has been closed;
- If you have not properly followed instructions on how to make a payment;
- If you have not given complete, correct and current instructions so that a payment can be made;
- If you do not authorize a payment soon enough for your payment to be made and properly credited by the time it is due;
- If you request a payment amount that exceeds the minimum or maximum dollar limit for an individual payment;
- If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;

- If your equipment and/or the software were not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment;
- If circumstances beyond our or our agent's control prevent making a payment, despite reasonable precautions that we have taken. Such circumstances include but are not limited to computer failure, telecommunication outages, strikes and other labor unrest, delays caused by fires, floods, and other natural disasters.

#### DISCLAIMER OF WARRANTIES

This information is provided "AS IS" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

We make no representation as to the accuracy, timeliness, or completeness of the materials on the service's web site. We periodically amend, change, add, delete, update or alter the information, including, without limitation, the terms of use, at the web site without notice. Further, we assume no liability or responsibility for any errors or omissions in the content of the web site. We specifically disclaim any duty to update the information on the web site.

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#### INDEMNIFICATION BY USER

You agree to indemnify, defend and hold us harmless from any liability, loss, claim and expense, including attorney's fees related to your violation of these terms and conditions or the use of the service, including technical support, and information provided at this web site.

#### LOGIN INFORMATION FOR ONLINE BILLING ENROLLMENT AND ONE-TIME PAYMENT OPTIONS

During your enrollment for the online billing service you are required to select or you will be assigned a user ID and password. You may also be required to enter your phone number and select a PIN for telephone access. To make a payment using the one-time payment service, you are required to input your Customer number and Account number. Use of this login information is the agreed security procedure to access the service. You agree to keep this information confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of the service. We reserve the right to block access to the

service to maintain or restore security to our site and systems, if we reasonably believe your login information has been or may be obtained or is being used or may be used by an unauthorized person(s).

## EMAIL

A valid email address is required to use the service. It is your responsibility to ensure we have a valid email address at all times. You can update your email address on the Internet after logging in to the service, or by calling our customer service department.

You can use electronic mail (email) to contact us about inquiries, maintenance and/or problem resolution issues. Email is not a secure method of communication over the Internet and we recommend you do not send confidential information by email.

## FEES

You may be charged a fee for making payments through this service. All applicable fees will be displayed on the payment confirmation screen. The fee will be deducted from your bank account or charged to your credit card as part of the total payment amount. This fee is in addition to any fee that your bank or credit card provider may assess. In addition, you may be charged a fee for any payments that are returned due to insufficient funds or any other reason. We reserve the right to collect such fees in any manner deemed appropriate.

## ERRORS AND UNAUTHORIZED TRANSACTIONS

If you believe that an unauthorized transaction has been or may be conducted to or from one of your accounts without your permission:

- call: 571-291-7880 ( 8am to 5pm, Mon to Fri)
- write to: Loudoun Water, PO Box 4000 Ashburn, VA 20146
- email us at: [customerservice@loudounwater.org](mailto:customerservice@loudounwater.org)

In case of errors or questions about any transaction made through this service, contact us immediately. We must hear from you no later than 30 days after the transaction in question occurs. To report an error you must provide us with the following information:

- Tell us your name and account number(s).
- Describe the suspected error or the nature of the problem, or describe what information you need.
- If you tell us orally, we may require that you send us your complaint or question in writing within 30 business days. We will tell you the results of our investigation within 10 business days after we hear from you and will take steps to correct any error promptly.

If we need more time, however, we may take up to 30 days to investigate your complaint or question. If we decide there was indeed an error, we will then credit your account. If we decide that there was no error, we will send you a written explanation within 10 business day after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

## BUSINESS DAYS

Our business days are Monday through Friday except Federal holidays.

## BUSINESS HOURS

Although bill payment transactions will only be processed on business days, you can access these services 24 hours a day, seven days a week, except during any scheduled maintenance periods. Business days for payment transactions are defined as Monday through Friday, 12:00 a.m. to 5:00 p.m. Eastern Time, except Federal holidays. After 5:00 p.m. Eastern Time, transactions are processed the following business day.

## CHANGES/INTERRUPTIONS IN SERVICE

We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in the service. We also may need to change the scope of our service from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

## DISCLOSURE OF ACCOUNT INFORMATION

As described below, we may disclose information to third parties about your accounts if:

- We have entered into an agreement to have another party provide the payment service or receive your account information. We will provide the third party with information about your stored payment accounts, your service transactions, and your electronic mail messages in order to carry out your instructions;
- It is necessary for completing payments;
- It is necessary to verify the existence and condition of a billing account or payment account;
- In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information;
- If you give us your written permission.

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