

Terms & Privacy

UPDATED: July 2, 2024

These terms and conditions are entered into by and between you and your utility provider ("we" or "us"). The following terms and conditions, together with any documents expressly incorporated by reference (collectively, "Terms"), govern your access to and use of this site, including any content, functionality, and services offered on or through the site (the "Website"), whether as a guest or a registered user. The Website is powered by our service provider Continental Utility Solutions, Inc. ("CUSI").

Please read these Terms carefully before you start to use the Website. By using the Website or by clicking to accept or agree to these Terms when this option is made available to you, you accept and agree to be bound and abide by these Terms. If you do not want to agree to these Terms, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By accessing the Website you represent that you meet the following: (i) all information provided through the Website is true, accurate, current, and complete; (ii) you are the legal owner of all accounts accessed through the Website, and you are legally authorized to make payments on such accounts; and (iii) your use of the Website will not violate any law or regulations. By using this Website, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

I. MODIFICATIONS TO TERMS OF SERVICE AND OTHER POLICIES

We reserve the right to change or modify any of the terms and conditions contained in these Terms or any policy governing the use of the Website, at any time, by posting the new terms on the Website, as indicated by the "Last Updated" date. You understand and agree that your access to or use of the Website is governed by the then-current Terms that are effective at the time of your access to or use of the Website. You understand and agree that your continued access to or use of the Website after the effective date of modifications to the Terms indicates your acceptance of the modifications.

II. REGISTERED ACCOUNTS AND REGISTERED SERVICES

In order to utilize some of the Website's services, which may include services that allow you to view notifications, transaction history, and bill payment, you must register ("Registered Services") and create an account (a "Registered Account"). You may create a Registered Account by completing the registration process and providing us with complete and accurate information as prompted by the registration form, including contact information, a username, and password. It is your obligation to protect your password and take full responsibility for your own and third party activities that occur under your Registered Account. You agree to notify us immediately of any unauthorized use of your Registered Account or any other breach of security. If you create a Registered Account on behalf of an entity, these Terms bind both you and the entity.

Refusal of Service. We reserve the right, with or without notice, to terminate the account of, or refuse Registered Services to, any person or entity that violates these Terms, violates any party's intellectual property rights, misuses the Website or its services, or otherwise engages in inappropriate conduct, as determined by us in our sole discretion. We reserve the right to refuse you access to and use of Registered Services if: (1) State or Federal laws or regulations require us to change the Registered Services, (2) You violate these Terms; or (3) We discontinue the Registered Services.

III. PROPRIETARY RIGHTS

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, CUSI, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. We and CUSI expressly reserve all right, title, and interest in and to the Website and the Website's content, including any copyright, patent, or trademark or other intellectual property right, or federal or state right, pertaining thereto.

You agree that the Website and services and its structure, organization, and source code constitute valuable trade secrets of us and CUSI. Except as expressly permitted by this Agreement, you agree that you shall not, and shall not permit any third party, to: (a) reproduce, modify, adapt, alter, translate, or create derivative works of the Website, services, or its content; (b) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Website, services, or content to any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Website; (d) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the Website, services, or content; or (e) otherwise use or copy the Website except as expressly permitted under these Terms.

CUSI shall have the unrestricted right to use or act upon any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Website, services, or content (the "Feedback"). You hereby assigns all of its right, title, and interest in and to such Feedback to CUSI.

Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

IV. PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm us or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

V. UTILITY BILL PAY

In connection with the bill pay services that may be offered through the Website, by clicking on the payment authorization, you agree to pay the bill payment amount to be paid to us. All authorizations are subject to the agreements governing your credit or debit card.

Payment transaction will only be completed after receiving successful authorization from your card company or provider for the total amount charged.

Under normal circumstances, there are no refunds on the payments. If there is an issue with your payment, please contact us at the information provided on your invoice.

Prohibited Use: Please note that we and CUSI do not accept payments from collections agencies and third party agencies. We and CUSI reserve the right to reverse all such payments if it discovers that they were made from such third party agencies or collection agencies.

VI. REPRESENTATIONS, WARRANTIES, OR DISCLAIMERS

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

THE WEBSITE AND ITS SERVICES ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY US EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE WEBSITE, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. WE DO NOT WARRANT THAT THIS WEBSITE'S SERVICES WILL MEET YOUR NEEDS OR BE FREE FROM ERRORS OR THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED, AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITE, OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION, PRODUCTS, OR SERVICES PROVIDED THROUGH THE WEBSITE.

VII. LINKS FROM THE WEBSITE

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

VIII. LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, OR OUR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF

BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE WEBSITE, OR ITS SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE WEBSITE.

IX. PRIVACY AND SECURITY

The security and privacy of your information is important to us, and we have security measures in place that seek to protect against the loss, misuse, or alteration of information collected from you through the Website. Unfortunately, no information transmitted over the internet or a wireless network can be guaranteed as secure, and use of these Services and the Website is at your own risk. We, nor CUSI, is responsible for any circumvention of the security measures on the Website or Services.

Your information provided by you through the Services will only be used by us and our service providers, including CUSI, for the purpose of providing the Services.

While there is

X. APPLICABLE LAW AND VENUE

These Terms shall be governed by and construed under the laws of the state of Arkansas without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and Arkansas law, rules, and regulations, Arkansas law, rules and regulations shall prevail and govern. If you are our utility service customers, you agree to bring any claims related to use of the Service in the court where your utility provider's headquarters is located.

Any notices to us must be sent to the address provided in your invoice.

XI. MISCELLANEOUS

These Terms (including any amendment thereto) represent the complete agreement between us concerning its subject matter, and supersedes all prior agreements and representations between the parties. If any provision of these Terms is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to affect the intent of the parties, and the remainder of these Terms shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default.

6423433.1