

# DIRECT PAYMENT BILLING TERMS AND CONDITIONS

Last Updated October, 2015

## Agreement to Terms and Conditions

SouthWest Water Company and its affiliates (collectively, "SWWC") are delighted to have you as a customer and are pleased to provide you with clean and reliable water/wastewater service. When paying your water/wastewater bill, take advantage of **Direct Payment** – a *FREE* service that provides you the ability to view your bill online and pay your bill either one-time or recurring directly out of your checking account either by electronic check or by credit card (collectively, "Direct Payment"). By using Direct Payment:

- It saves time and money (no more writing checks and buying stamps) and
  - It provides more security (no lost checks; your payments are made electronically)

By setting up a recurring payment:

- Your water bill will always be paid on time (no worries about late payments) and
- It improves your credit (no late payments and you will build an on-time payment history).

This document forms the basis of the agreement between you and SWWC in relation to your use of Direct Payment service. In addition to the Direct Payment Terms and Conditions, you also agree to accept the SWWC website Terms of Use and Privacy Policy, both of which are incorporated herein by reference.

## Terms and Conditions:

### 1. Direct Payment Enrollment

- By enrolling or registering for the Direct Payment service, you are indicating that you would like to use the Direct Payment billing to view your SWWC invoice online and have the ability to make electronic payments
- By registering and providing the required information, you are considered enrolled. When Direct Payment is used to pay your bill, proof of payment will appear monthly either on your bank or credit card statement (as applicable) and your SWWC water/wastewater bill.
- As set forth in Section 2 below, after registering, you may discontinue Direct Payment presentment at any time by logging into the profile page of your online account and paper billing will resume with the next bill cycle.
- If you have selected the recurring payment option, you will still receive your regular SWWC bills in the form chosen (electronic or mail), but now they will be paid automatically out of the account you designated. Your bill will state "Do Not Pay" or "Direct Payment – Do Not Send" (depending on the area in which you are situated) and will show the date the money will be withdrawn on or before the due date.

### 2. Limitations, Charges and Cancellation

- Service Limitations:

SWWC will take commercially reasonable efforts to make your Direct Payment experience productive and pleasant. However, technical or other difficulties cannot always be foreseen or anticipated. These difficulties may result in loss of data, personalized settings or service interruptions.

- **Direct Payment Changes and Discontinuation:**

SWWC reserves the right to change or discontinue Direct Payment, temporary or permanently, at any time without notice. SWWC will not be liable to you or any third party for any damages associated with any modification or discontinuation of the service.

- **Cancellation:**

You may cancel the online billing portion of your Direct Payment enrollment at any time by logging into the profile page of your online account. Paper billing will resume with the next bill cycle. You may also cancel the recurring payment option at any time also by logging into the profile page of your online account. .

### **3. Conditions For Use**

The following conditions are required for your benefit and security and comply with applicable laws. Any conduct that violates these usage conditions is ground for termination for Direct Payment enrollment.

- **Provide Accurate Information:**

You agree to provide true, accurate, current and complete information about you as requested in the Direct Payment registration form, and account set-up forms.

You agree not to misrepresent your identity.

You agree to keep your registration and account information up to date and accurate.

- **Check Conversion and Re-Presentation Disclosures:**

When your payment is made to us in the form of a check, you authorize us either to use the information on your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction, without prior notice to you.

When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we received your check and you will not receive your check back from your financial institution.

In addition, if your check is processed by us non-electronically and is returned to us for insufficient funds or is dishonored for any reason, we may re-present the returned check electronically. If your payment is returned unpaid, you authorize us to make a one-time electronic fund transfer from your account to collect a fee of \$25.00.

- **Guard Your Password:**

You will be asked to select a User ID and password when registering. You are responsible for maintaining the confidentiality of your ID and password. You are fully responsible for all activities that occur using your ID, password and account. Any unauthorized use of your password, account or any breach of security must be immediately reported to SWWC. SWWC will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without our knowledge. You may not use anyone else's password at any time.

- **Obey the Law:**

You agree not to use Direct Payment for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes or misappropriates the rights of others.

- Unauthorized Access and Use

Direct Payment is provided for the use of SWWC customers for SWWC's legitimate business purposes only. SWWC strictly prohibits the actual or attempted unauthorized access, use, or modification of this system.

Unauthorized use or users are subject to criminal and civil penalties under state, federal or other applicable domestic and foreign laws. The use of this system may be monitored and recorded for administrative and security reasons. Anyone accessing the system expressly consents to such monitoring and is advised that if such monitoring reveals possible evidence of criminal activity, SWWC may provide evidence of such activity to law enforcement officials.