

SNOHOMISH COUNTY PUD USER ACCOUNT SERVICES TERMS AND CONDITIONS

NOTE: BY USING THE SNOHOMISH COUNTY PUD SnoPAY ACCOUNT SERVICES, YOU WILL BE ACCEPTING THESE TERMS AND CONDITIONS AND PRIVACY POLICY. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE SNOHOMISH COUNTY PUD SnoPAY ACCOUNT SERVICES.

Welcome to Snohomish County PUD's SnoPAY website. This website (the "Website"), SnoPAY, and User Account services (the "Services") are operated by Kubra Data Transfer Ltd. on behalf of Snohomish County Public Utility District ("we," "us," "our," "SnoPUD" or "SnoPAY"). Our headquarters are located at 2320 California Street, Everett, WA, 98201, telephone: 425-783-1000.

Policy Updates

Please check these Terms and Conditions frequently, as we may amend them from time to time by posting revised language on this Website. The most up-to-date version of these Terms and Conditions will always be available for your review on the Website. Amendments will become effective at the time they are posted on this Website. Your continued use of the Services after amendments are posted will constitute your acceptance of such amendments. We may at any time modify or discontinue any aspect or component of the Services. If you breach any of these Terms and Conditions, we can terminate your right to use the Services. Upon termination, you agree to immediately delete or destroy any downloaded or printed material obtained from the Website and/or Services.

Terms and Conditions

General

We provide a variety of information and services to our electric and water customers. You may use these Services solely for your own internal, residential, or business purposes and pursuant to these Terms and Conditions. All information provided and entered on this Website can and may be viewed by Snohomish County PUD (SnoPUD).

For security reasons, do not access SnoPAY from public locations.

1. User Accounts

- a. These Services will offer our customers a variety of functions and services, as described more fully below in Section 2. Many of the Services will involve information about customer accounts and other personal information. We reserve the unqualified right (i) to accept or decline to accept an application to open a user account; (ii) to terminate any user account; and (iii) to discontinue the provision of any Service related to such user account.

- b. In connection with opening your user account, you will designate a user ID and password that you will use to establish your identity when you log in to use certain Services. You agree (i) to provide accurate and complete information when opening a user account; (ii) to update your information (that can be edited) as necessary so it remains accurate and complete; (iii) to create a user ID that does not include profane, vulgar or otherwise inappropriate words; and (iv) not to operate under an alias or otherwise conceal your identity. Failure to comply can result in removal of your account or user ID.
- c. The right to use the Services and functions of a user account on the Website is limited to you as the party enrolling and those authorized persons to whom you give your user ID and password. You are responsible for safeguarding your user ID and password and agree to hold Snohomish County PUD and Kubra harmless from any claims resulting from its improper use. You agree to be responsible for all acts or omissions with respect to access to or use of a user account by any person using your user ID and password. Please notify us as soon as possible by phone at 425-783-1000 (Monday through Friday, 8 a.m. to 5:30 p.m. PT, excluding holidays) if you believe that the security of your user ID or password has been compromised.
- d. Information collected from you on this Website (including information about your electric and water account and personal information) is subject to our SnoPAY Privacy Policy. You can view it by going to our Website at www.snopud.com/snopay and clicking on "SnoPAY Privacy Policy" under *Important Documents*.

2. Services

- a. **Billing Information.** As a customer, you will be able to retrieve information regarding prior electric and water bills for a limited period of time, not to exceed 24 months of billing history.
- b. **Bill Payment Services.** As a customer, you will be able to pay your SnoPUD water and electric bills by using the bill payment service within the Website Services. To use the Payment Service, customers must accept these Terms and Conditions.
- c. **Current Information.** Residential and business customers may also use the following services: (a) View their monthly electric and water statements, (b) make electronic payments, (c) view their payment and bill history, and (d) see their current account balance.
- d. **Users of these services** are subject to all SnoPUD credit policies, procedures and regulations.
- e. **Brochures, Notices, Documents and Bill Messages.** By use of this service, Customers agree to receive, via email and/or links through the Kubra i-Doxs Website, related information, Notices, Documents and Bill Messages distributed by SnoPUD to its customers.
- f. **Emails.** By use of this Website, customers acknowledge that they will receive email notices for the following:
 - 1) Enrollment confirmation
 - 2) New bill/notice
 - 3) Failed/rejected/cancelled payments
 - 4) Forgotten password
 - 5) Credit/debit card expiration notification
 - 6) Payment confirmation
 - 7) Shared account notification

- 8) Aborted Recurring payment
- 9) Scheduled Recurring payment
- 10) Expired Recurring profile
- 11) Payment Reminder
- 12) Other customer communications

- g. **Paperless Billing.** By use of this website application, customers acknowledge that they will receive email for those bills, notices and information that are available through SnoPAY. Customers must provide legal email addresses to continue to use SnoPAY. Customers who want to continue to receive these items in the mail may elect to turn paperless-billing off in the Profile tab of SnoPAY. In instances where the PUD may have difficulties presenting a bill, notice and/or information electronically through SnoPAY, you will receive a bill in the mail. (PUD policy requires a proper mailing address in order to receive PUD service.) In these circumstances, your SnoPAY account balances will reflect any associated new charges or payments.
- h. **Final bills, Final reminders, Final notices, Reminder, Disconnect notices.** SnoPUD will send notification for final bills, final reminders, final notices, reminder and disconnect notices via first-class mail and will also send email to customers in connection with the use of the Services. Customers who do not provide proper mailing addresses and/or email addresses as a means of receiving the PUD-related notices listed above will be subject to disconnection.
- i. **Payment Options.** The Website will accept payments made with Visa or MasterCard debit cards and credit cards (except pre-paid credit cards) or payments from bank accounts. SnoPUD reserves the right to limit or block payment options by individual customers and/or accounts pursuant to SnoPUD's credit policy.

3. User Conduct

While using the Services, you may not:

- a. retransmit, republish, distribute, reuse, resell, repost, re-engineer, or make multiple copies of the Services or any portion thereof without our prior written consent;
- b. upload, post, publish, transmit, reproduce, or distribute through the Website any material that infringes any third party's copyright, patent, trademark, service mark, trade dress, trade secret, or other proprietary rights, or which violates any contractual, fiduciary, or nondisclosure obligations;
- c. engage in conduct, during use of the Website, that is unlawful, threatening, harassing, abusive, fraudulent, defamatory, libelous, or invasive of the privacy rights of others;
- d. upload, post, publish, transmit, reproduce or distribute through this Website any material that contains advertising solicitations, bulk unsolicited emails or spam, chain letters, pyramid opportunities, or offers for the sale of goods or services;
- e. upload, post, publish, transmit, reproduce, distribute through this Website, or place any links on this Website to any material that is vulgar, obscene, profane, hateful, sexually explicit, or otherwise objectionable;

- f. alter, interfere, or disrupt the content or functioning of the Website or SnoPUD's Services, including but not limited to uploading, posting, or transmitting any material that (a) contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that damage, interfere with, capture, intercept, or expropriate the Website or any data contained therein; or (b) disproportionately burdens the operation of the Website;
- g. use the Services to gain unauthorized entry or access to other computer systems or networks;
- h. "mirror" the Services or any of its content on any other server without the express prior written permission of SnoPUD;
- i. impersonate any person or entity, falsely state, or otherwise misrepresent your affiliation with any person or entity, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any content that you post or otherwise transmit to us via the Website;
- j. upload, post, publish, transmit, reproduce or distribute through this Website any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law, regulation, or government order; or
- k. gain access to any account where you are not the primary account holder or where the primary account holder has not expressly authorized your access to his/her account via this service.

4. Termination or Restricted Use

In our sole and absolute discretion, we may, without notice, restrict or terminate any person's use of the Website or Services, including but not limited to user accounts, user IDs and/or passwords. Any such restriction or termination will not relieve any person of obligations incurred and accrued prior to the effective date of such termination.

5. Disclaimer of Warranties

- a. The Website, Services and/or any content, information, software, functions, and applets provided on or through the Website and/or Services are made available on an "as is" and "as available" basis. SnoPUD does not warrant that the Website, Services and/or any content or service provided in connection with the Website and/or Services will be timely, secure, uninterrupted, error-free, or that defects in the Website, Services and/or in any content or service provided on or through the Website and/or Services, if any exist from time to time, will be corrected. SnoPUD will not be responsible for errors, omissions, interruptions, deletions, defects, or delays in the operation or transmission of the Website, Services and/or related content, for communication line failures, or for computer viruses associated with the operation of the Website. SnoPUD makes no warranty regarding any information made available through or on the Website and/or Services. SNO PUD MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE WEBSITE AND/OR SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE AND/OR SERVICES IS AT YOUR SOLE RISK.
- b. No SnoPUD employee, agent, representative, or any third party is authorized to create any warranty of any kind not expressly made in these Terms and Conditions.

6. Limitation of Liability

SnoPUD, its affiliates and subsidiaries, and their officers, directors, employees, agents, successors, or assignees will not be liable to you or any third party for any indirect, consequential, incidental, exemplary, special, or punitive damages (including without limitation damages resulting from lost data, lost profits, or costs of procurement of substitute products or services) arising out of or in connection with the Website or any of the services available on or through the Website and/or Services. In no event will the liability of SnoPUD, its affiliates or subsidiaries, or their officers, directors, employees, agents, successors, or assignees, under any theory of liability (whether in contract, tort, strict liability, or otherwise) exceed \$500, regardless of whether such parties have been advised of the possibility of such damages.

7. Indemnity

You agree to defend, indemnify, and hold harmless SnoPUD, its affiliates, and subsidiaries, and their officers, directors, employees, agents, successors, or assignees from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' and experts' fees) arising in any way from your use of the 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 to any violation of these Terms and Conditions by you or users of your user account.