

Public Utility District No. 2 of Grant County WA. ("Grant PUD") is offering this online bill payment service ("Service") as a convenient payment option for you, our valued customer ("you" or "your"). This Service is limited to the ability to pay your Grant PUD bills electronically over the Internet. In addition to these Terms and Conditions, you should review our [Frequently Asked Questions](#) (FAQ) and our Statement of Privacy. The FAQ page includes important information about what browsers are currently supported by the Service, how information sent or received using the Service is encrypted for security purposes, and other information about how the Service works and how to get help if you have a problem using the Service. See our [Statement of Privacy](#) for 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.

AUTHENTICATION AND AUTHORIZATION FOR SERVICE USAGE

- This Service incorporates commercially reasonable methods to authenticate the information that you have supplied for making a payment through this Service. You will not be able to submit a payment until the Service authenticates you and you cannot use the Service to pay your Grant PUD bill 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.
- In connection with the use of the 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 any 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 residential, irrigation and commercial accounts.
- If the Designated Account is a banking or credit card account for your business, then it must be one for which you are a properly authorized signer.
- By accepting these Terms and Conditions, you authorize Grant PUD to initiate a charge to your Designated Account according to your instructions. Each time you use the Service to pay your Grant PUD bill, you will be reauthorizing us to charge your Designated Account.
- Use of these Services is subject to the Grant PUD customer service policies as the same may be modified from time to time.

By accepting these Terms and Conditions, you represent and warrant that:

- You are 18 years old 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 Grant County PUD's Statement of Privacy and use of your information as specified in the statement;
- Your use of the Service will not violate any local, state, national or international laws or regulations; and
- You are solely responsible for maintaining the confidentiality of your password, and agree that Grant PUD will have no obligations with regard thereto. You agree not to give your password to anyone. You further agree to hold Grant 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 your permission, you must contact Customer Service at (509) 766-2505.

GRANT PUD ONLINE PAYMENT SERVICE

By providing Grant 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 Grant 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 Grant PUD account so that we receive the funds as close as reasonably possible from the date indicated by you in the payment instruction. If your payment is received after the due date of the bill, regardless of any cause except for our 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. (Business days are Monday through Friday, except for federal banking holidays). If you use the Service to send us your payment instructions after 2 P.M. (Pacific Time Zone) on a business day, then the Service will treat your instruction as if it was received on the following 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 received.

LIMITATIONS OF LIABILITY AND EXCLUSIONS OF WARRANTIES

Indemnity

You agree to defend, indemnify, and hold harmless Grant 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 Web site, use of the Services, or any violation of these Terms and Conditions by you.

Disclaimer of Warranties

The Web site, Services and/or any content, information, and functions provided on or through the Web site and/or Services are made available on an "as is" and "as available" basis without warranty of any kind. GRANT PUD MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SERVICES, INCLUDING WITHOUT LIMITATION THE SUITABILITY FOR ANY PURPOSE.

You acknowledge and agree that Grant PUD cannot guarantee that communications or payment transactions conducted online will be absolutely secure. You agree to assume all risk and liability arising from your use of the Services, including the risk of breach in the security of the communications or transactions you conduct online.

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

GRANT PUD MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE WEB SITE OR SERVICES AND HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE WEB SITE, SERVICES 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 SERVICES IS AT YOUR SOLE RISK

Limitation of Remedies and Limitation of Liabilities

In no event shall Grant 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, loss profits, lost goodwill, or damage to systems or data, whether in an action for contract, tort (including negligence) or otherwise, even if Grant PUD or any other party has been advised of the possibility of such damages.

You agree that your only available remedy arising out of your inability to use or access the Web site or the Services, defects in the Web site, or any other matter arising from your use of the Web site or the Services is to make payment on your account directly to Grant PUD using another payment method as provided by Grant County PUD policies.

Grant 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 Web site, or Services. You expressly release Grant PUD from any and all claims, damages and causes of action arising out of such actions or inactions.

ALTERATIONS AND AMENDMENTS

These Terms and Conditions are the legal binding agreement between Grant PUD and you with respect to the Service. Grant 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).

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 Grant PUD's sole discretion. If we terminate your use of the Service, you will need to pay your Grant PUD bill using another payment option as provided by Grant County 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 Grant PUD's Customer Service Policies which are available at www.grantpud.org.

Assignment. You may not assign or transfer any rights under this Agreement, in whole or in part, voluntarily or by operation of law without Grant PUD's prior written consent. Any assignment, transfer or delegation in contradiction of this provision shall be null and void.

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.

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 Grant County, Washington.

These Terms and Conditions are the complete and exclusive statement of the agreement regarding the Services between you and Grant PUD. It supersedes any proposal or prior agreement, oral or written, and any other communications between you and Grant PUD relating to the Service. If there is a conflict between what a Grant PUD employee tells you and the terms of this document, these Terms and Conditions will prevail.

You should print and retain this document for safekeeping and reference at any time during usage of the Service.

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