

**AUTOPAY SERVICE**  
**AGREEMENT TERMS AND CONDITIONS**

Westby Utilities (the “Utility,” “we,” or “us”) offers its AutoPay Service to eligible customers as a convenient option to pay their Utility bills automatically each month on a recurring basis (the “Service”). These terms and conditions constitute a binding contract that governs your use of the Service (referred to hereafter as the “Agreement”). **Please read this Agreement carefully because it affects your rights and creates obligations.** If you do not indicate your agreement to the terms and conditions of this Agreement, you are not authorized to use the Service. In addition, this Agreement may have been changed since 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 this Agreement will mean that you have agreed to all such change(s).

**ELIGIBILITY**

You are eligible to use the Service to make automatic recurring payments on your Utility account if, and only if, you meet ALL of the following requirements:

1. You are at least 18 years of age;
2. You have an active Utility account for electricity service (either by itself or in conjunction with another utility service, like water);
3. You maintain at least one Payment Account (as such term is defined in the PAYMENT AUTHORIZATION section, below) to which ACH entries can be initiated and cleared for payments to the Utility can be withdrawn using the Service;
4. The name on the Payment Account matches the primary or additional name on the Utility account, and you are authorized to make payments using the Payment Account;
5. You are using your actual identity and any information you provide is accurate and complete, and will be kept up to date by you, including (but not limited to) the account number and routing and transit number associated with each Payment Account you indicate in the Service;
6. Your use of the Service will not violate any applicable laws, rules, or regulations;
7. You have indicated your agreement to the terms and conditions of this Agreement; and
8. Your use of the Service has not otherwise been terminated or suspended by the Utility.

By accepting the terms and conditions of this Agreement and each time a payment on your Utility account is made via the Service, you represent and warrant that you meet all of the respective requirements above for eligibility to use the Service.

**AUTHENTICATION**

The Service system employs certain methods to authenticate the information that you have supplied for making payments through the Service. **Note that you will not be able to remit any payment(s) via the Service until and unless the system authenticates you.**

## **PAYMENT AUTHORIZATION**

By using the Service, you authorize and re-authorize the Utility each month to initiate and instruct the Utility's financial institution to enter Automated Clearing House ("ACH") entries into the ACH System in order to debit your designated Payment Account (as defined below) and remit those funds to the Utility for payment of your monthly obligations on your Utility account.

You may sometimes be asked to re-affirm your authorization of any or all of these ACH transactions if required by the NACHA Rules or any applicable law or regulations, or as deemed reasonably prudent by the Utility. If you do not re-affirm such authorization when asked, you will no longer be authorized to use the Service.

The term "**Payment Account**" means an active depository account held by you at a state or federally chartered financial institution in the United States of America, for which you have provided all account information necessary and appropriate for the Service to initiate ACH entries, and that you have designated for receiving ACH entries initiated via the Service for the purpose of satisfying monthly payment obligations on your Utility account.

The term "**NACHA Rules**" means the rules of the National Automated Clearing House Association governing ACH transactions.

## **SERVICE DESCRIPTION**

If you have payments set up through the Service, your Utility bill will indicate this. Each month, on (or soon after) your Utility bill due date, your payment will be posted to your designated Payment Account. Note that, on certain holidays or other non-business days, payments will not process until the next business day, so posting may occur slightly later.

Automatic payments will continue for the time period you select in the Service (the "Authorization Period") unless you log into the Service to change the Authorization Period or cancel them altogether.

**Note that you do not have the ability to cancel only one payment. If you cancel one scheduled payment, all future payments will be cancelled, and you must re-enroll in the Service in order to resume the automatic payments.**

- Once payments are cancelled through the Service, you must use a different method of payment in order to pay your Utility bill.
- In addition, if cancellation occurs fewer than 48 hours prior to any scheduled payment, you remain liable for any ACH transactions that were initiated prior to the cancellation (including any rejected transactions and any fees and/or interest charges imposed by the applicable financial institution(s)).

## **FUNDING OF PAYMENT ACCOUNT**

You are responsible for ensuring that there are sufficient funds available in the designated Payment Account to fully satisfy your payment obligations. If you do not have sufficient funds, your financial institution and/or the Utility's financial institution may impose fees and/or interest, in which event you agree that you will be liable for any and all such fees and/or interest—including (but not limited to) any and all fees and/or interest charged as a result of any permissible re-initiated but rejected ACH entries, if applicable. In addition, if the transaction is rejected or refused by your financial institution for any reason, including (without limitation) non-sufficient funds, closed account, unauthorized account, or incorrect or incomplete account information provide by you, the Utility will not be able to process your payment. Your Utility account may be subject to additional charges if your payment is rejected or refused by your financial institution.

## **STORAGE AND SHARING OF INFORMATION**

You hereby authorize the Utility and/or its payment processor(s) (as applicable) to store any Payment Account information reasonably necessary to carry out ACH transactions via the Service, and to share information we collect about you through the Service (a) as required by law and/or (b) with other companies that provide services to us, but only for the purpose of operating the Service.

## **TERMINATION OR SUSPENSION OF YOUR USE OF THE SERVICE**

The Utility reserves the right to temporarily or permanently change or discontinue the Service (or any portion, aspect, or content thereof), whether to you specifically or in general to the Utility's customer base or any portion thereof, at any time and for any reason, upon notice (which you agree may be provided electronically, on your Utility account statement/bill, or in another reasonable manner). For the avoidance of doubt, however, you will remain liable for payments scheduled via the Service prior to the effective date of such discontinuance or other change, and your obligation to pay your Utility bills in a timely manner remains unchanged.

You agree that the Utility will not be liable to you or to any third party for any modification, suspension, termination, or discontinuance of the Service or any portion, aspect, or content thereof.

## **NO WARRANTIES**

**Except as may be expressly otherwise provided elsewhere in this Agreement, the Utility does not give any representation or warranty—whether express, implied, statutory, or otherwise—as to description, quality, merchantability, completeness, non-infringement, or fitness for a particular purpose of the Service or regarding any other matter, and all such representations and warranties are, to the fullest extent permitted by applicable law, disclaimed by the Utility and waived by you. Specifically, the Utility does not represent, warrant, or guarantee that the operation of the Service will be uninterrupted or error-free.**

## **LIABILITY AND LIMITATIONS ON LIABILITY**

Independent of any other provision of this Agreement, THE UTILITY WILL NOT BE LIABLE TO YOU (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM YOUR RIGHTS), IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND--including lost profits, loss of business, or other economic damage—AS A RESULT OF OR RELATING TO THE SERVICE, INCLUDING (WITHOUT LIMITATION) BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT, OR ANY FAILURE OF PERFORMANCE, REGARDLESS OF WHETHER THE UTILITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE UTILITY WILL NOT BE LIABLE FOR ANY CLAIMS, DAMAGES, OR OTHER LOSSES RESULTING FROM YOUR FAILURE TO USE THE SERVICE AS INTENDED AND IN ACCORDANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS; YOUR FAILURE TO PROVIDE ACCURATE AND COMPLETE INFORMATION SUFFICIENT TO ENABLE US TO PROCESS YOUR PAYMENT PROPERLY; YOUR FINANCIAL INSTITUTION'S REFUSAL OR REJECTION OF ANY ACH TRANSACTION(S) INITIATED THROUGH THE SERVICE; LOSS OF DATA IN TRANSMISSION; YOUR BREACH OF ANY OF THE WARRANTIES OR REPRESENTATIONS IN THIS AGREEMENT; OR TERMINATION OR SUSPENSION OF THE SERVICE.

NOTHING IN THIS AGREEMENT WILL CONSTITUTE A WAIVER BY THE UTILITY OF ANY OF ITS RIGHTS UNDER STATE LAW, INCLUDING (WITHOUT LIMITATION) RIGHTS UNDER Wis. Stats. §893.80 AND SIMILAR LAWS.

## **GENERAL TERMS**

This Agreement represents the entire agreement between you and the Utility regarding the Service, and it supersedes any other oral or written communications between you and Utility relating to the Service, except to the extent of any conflict with applicable laws or regulations. This Agreement does not supersede, modify, or in any way mitigate your obligation to be bound by and comply with all applicable tariffs, rules, and/or regulations related to the electric or other utility services the Utility provides you. If there is a conflict between what a Utility employee tells you and the terms of this Agreement as relates to the Service, this Agreement will govern and take precedence.

If any provision, clause, or party, or the application of this Agreement is held illegal or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of such provision, clause, or part under other circumstances shall remain unaffected.