



# Electric Check Terms and Conditions

Thank you for your interest in our Electric Check program. Rocky Mountain Power needs to inform you of these terms and conditions. It is recommended that you retain a copy of this document for your records should you need to refer to it at a later date

## Program guidelines

By enrolling in Electric Check, you are authorizing Rocky Mountain Power to automatically withdraw the amount of your electric bill from your checking or savings account on the due date of your bill. Your monthly bill notifies you of the amount and due date.

Please allow 5 business days for the automatic withdrawal to begin. If your bill is generated before your application is processed, continue to pay your bill until you see "Bank Payment-Do Not Pay" under the amount due on the upper right hand corner of your bill. Electric Check drafts will appear on your bank statement as "PacifiCorp-Electric Pymt."

In order to cancel your participation in the Electric Check program, contact us toll free at 1-888-221-7070 or complete an online cancellation form at least 5 business days before the due date to allow time for Rocky Mountain Power and your financial institution to act on your request.

Customers can not be enrolled in Electric Check and use our online payment options (ePay and the one time payment option) at the same time. If an ePay customer enrolls in Electric Check, they will be automatically removed from ePay. Automatic debit is available with ePay under the Automatic Payment selection on the ePay site.

## Service level limitation

We will try very hard to make your experience with our Electric Check program a productive one. However, we cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data due to service interruptions. For this reason, you agree the Electric Check program is provided "AS IS," without warranties of any kind. We do not assume responsibility for timeliness, deletion or missed delivery of payments.

## Privacy policy

The information you provide enables us to provide the service to you. The complete terms of our Information Security policy are part of this agreement; please take the time to read it on our Web site at [www.rockymountainpower.net/privacy](http://www.rockymountainpower.net/privacy).

## Conditions for use

### A. Provide accurate information

You agree to provide:

- True, accurate, current and complete information when completing the online Electric Check enrollment form.
- You agree not to misrepresent your identity.

### B. Obey the Law

You agree not to use the Electric Check program for illegal purposes.

## **Rights you grant to Rocky Mountain Power**

### **A. Account Access**

In order to ensure that Rocky Mountain Power is able to provide a high quality service that is responsive to members' needs, you agree that Rocky Mountain Power employees may have access to your account and records as reasonably needed to investigate payment issues or complaints.

### **B. Third Party Accounts**

By using the Electric Check program, you authorize Rocky Mountain Power to access third party sites designated by you, on your behalf, to retrieve information requested by you and hereby appoint Rocky Mountain Power as your agent for this limited purpose. You hereby permit Rocky Mountain Power to use information submitted by you on the Electric Check enrollment form to accomplish the foregoing.

## **Legal materials:**

### **A. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE ELECTRIC CHECK PROGRAM (THE "SERVICE") IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ROCKY MOUNTAIN POWER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ROCKY MOUNTAIN POWER MAKES NO WARRANTY THAT:

- i. THE SERVICE WILL MEET YOUR REQUIREMENTS.
- ii. THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- iii. THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.
- iv. THE QUALITY OF ANY SERVICES OR INFORMATION OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.
- v. ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

TO THE EXTENT THAT ANY PART OF THIS SECTION IS NOT CONSISTENT WITH ANY OTHER PART OF THESE TERMS AND CONDITIONS, THEN THIS SECTION WILL CONTROL.

### **B. LIMITATION OF LIABILITY**

YOU AGREE THAT ROCKY MOUNTAIN POWER WILL NOT BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF ROCKY MOUNTAIN POWER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM:

- i. THE USE OR THE INABILITY TO USE THE SERVICE.

- ii. UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA.
- iii. ANY OTHER MATTER RELATING TO THE SERVICE.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

#### C. IDEMINFICATION

You agree to protect and fully compensate Rocky Mountain Power and its affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys fees) caused by or arising from your use of the Electric Check program.

#### D. OTHER

This agreement cannot be changed or any of Rocky Mountain Power's rights waived unless Rocky Mountain Power agrees in writing or you continue using the Service following receipt of notice of any changes proposed by Rocky Mountain Power. This agreement is applicable to you and you may not assign it to anyone. These Terms and Conditions shall be governed by the laws of the State of Oregon. These Terms and Conditions are the entire understanding between you and Rocky Mountain Power for the Electric Check program.