

# Heber Public Utility Paperless Billing Statement AGREEMENT

Paperless Billing Statement AGREEMENT EFFECTIVE JANUARY, 2013

This agreement ("Agreement"), is made between you and the Heber Public Utility District for the purpose of receiving an electronic version of your Utility Billing Statement ("Paperless Billing Statement"). Your Paperless Billing Statement is available for your utility billing account. As used in this Agreement, the words "we," "our" and "us" mean the Heber Public Utility District, its affiliates, successors and assigns, and the words "you" and "your" mean the account holder who has elected to receive his or her Paperless Billing Statements.

This Agreement is in addition to the Utility Account Agreement and Privacy Policy. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreements between you and us as they relate to the Paperless Billing Statement, this Agreement will control.

By clicking the "Accept & Continue" button you agree to receive your Paperless Billing Statement and abide by the terms and conditions set forth in this Agreement and acknowledge your receipt and understanding of the Agreement and disclosures contained in the Agreement. Please read this Agreement carefully and retain a copy for your records.

## **1. Description of Paperless Billing Statements.**

Paperless Billing Statements will be sent electronically to the email address provided upon signup to the Paperless Utility Billing through the Heber Public Utility website ([www.heber.ca.gov](http://www.heber.ca.gov)). You understand and agree that by agreeing to receive your Paperless Billing Statement, you will not receive a statement by mail (see section 3 below for availability of paper statements).

## **2. Receiving Your Paperless Billing Statements.**

Your Paperless Billing Statement and accompanying legal notices and disclosures will be presented to you via electronic mail. You will receive an email or other message alerting you on the electronic mail address provided upon signup to the Paperless Billing Statements.

## **3. Change Statement Delivery Method.**

Contact us any time if you wish to discontinue this Service and desire to have a paper statement mailed to you. Paper statements are mailed on the 1<sup>st</sup> of each month or the first business day following the 1st of the month. If you request additional paper statements, you will be charged \$1.50 for each statement mailed to you. You can contact us at (760) 482-2440.

## **4. Termination**

This Agreement will be in effect from the day you select to receive Paperless Billing Statements and at all times while you are receiving Paperless Billing Statements via email. The Heber Public Utility District may terminate this Agreement and your subscription to Paperless Billing Statements. We will notify you of the change by email as soon as reasonably possible. You may terminate as described in Section 3 above by contacting us and requesting that statements be mailed to you. All applicable provisions of this Agreement shall survive termination by either you or The Heber Public Utility District, including, limitations of liability and indemnification.

## **5. Limitation of Liability Relating to Use of the Service.**

Except as otherwise provided in this Agreement or otherwise expressly provided by applicable law or regulation, you agree that neither the Heber Public Utility District nor any party that provides Internet service or equipment used to receive the Paperless Billing Statement, nor any agent, independent contractor or subcontractor of any of the foregoing ("Service Providers") will be liable for any loss, injury or damage, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, whether under a contract, tort or any other theory of liability, arising in any way out of the enrollment in, use or maintenance of the Paperless Billing Statement, or of the Internet service provider used to receive the Paperless Billing Statement, or of the Equipment used to receive the Paperless Billing Statement, including, without limitation, any loss, injury or damage relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or service to your communication with us, even if we or the Service Providers are aware of the possibility of such events.