

Online Account Service Agreement

By using Des Moines Water Works' Online Account Service, you are agreeing to the terms and conditions of this Agreement with Des Moines Water Works (DMWW).

DMWW reserves the right to modify or discontinue any or all features of the service at any time without notice, or to offer specific features only to qualified customers. You may elect to use one or more of the features without using them all. Notwithstanding anything to the contrary, you are responsible for ensuring timely payment of all charges.

Password:

Use of DMWW's Online Account Service requires both log-in information and a password. During the registration process, you must provide your DMWW account number, and a password is assigned to you. Anyone with knowledge of your account number and your password can gain access to information that is available regarding your account. Accordingly, it is important that you protect your password. By agreeing to the terms and conditions of this Agreement, you agree to be solely responsible for the confidentiality and use of your password, as well as for any communications entered on or funds transfers authorized through the Online Account Service using your Password.

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, contact us at:

· Email: customerservice@dmww.com

DMWW reserves the right to reset any passwords.

Service Requests:

By submitting an application to start, terminate, or transfer utility service, you represent and warrant that: (i) you are 18 years old or older; (ii) you are using your actual identity and that any information you provide to DMWW is accurate and complete; and (iii) your registration with DMWW will not violate any local, state, national or international laws or regulations. Additionally, you agree to pay for all utility bills rendered for service provided while the account is in your name. The account will remain in your name until we receive notice to stop your service at the property specified. Finally, you acknowledge you are familiar with DMWWs' Rules and Regulations, including but not limited to: meter requirements, applicable fees, deposits, etc.

Electronic Statements:

If you select eStatement, you will not receive paper statements by U.S. Postal Service. Rather, a notification that your monthly DMWW statement is available will be sent to your email address on file with DMWW, along with a link to view the bill online. This email notice is required; you cannot turn it off. There is no charge for utilizing eStatement. You acknowledge it is your responsibility to check your email account on a periodic basis in order to receive this notification. Not being aware of the email does not absolve you from termination of service or other collection activities if payment is not received. In the event you do not receive notification (such as in the case of DMWW having an invalid email address on file), it is your responsibility to periodically access your online account and check for delivery of new electronic statements. Notice of termination of water service will not be sent electronically, but will be sent by U.S. Postal Service. Participation in eStatement may be canceled at any time by accessing your online user profile. Cancellation may take up to thirty (30) days. Customers who remove their email address or who cancel eStatement will automatically receive paper statements by U.S. mail.

Electronic Payments (One – Time and Recurring):

You may pay your DMWW bill online, directly from your bank account and/or using specific credit or check cards accepted by DMWW, either one-time or on a recurring basis subject to the terms and restrictions of this agreement.

By initiating online payment you 1) authorize DMWW to follow payment instructions received from you, and 2) certify that any Payment Account you provide is an account from which you are authorized to make payments, and any payment you make using the Service will debit a Payment Account you are legally authorized to use, and 3) authorize DMWW to debit your Payment Account and remit funds on your behalf so that the funds can be applied to your DMWW account.

If you elect to pay by recurring credit card payment, you authorize Des Moines Water Works to initiate recurring credit card transactions each month. You understand the amount of the payment will be stated on your monthly statement, and the amount will be charged to your credit card on file approximately 10 days following the billing date each month. Participation in the recurring credit card payment plan can be cancelled at any time by accessing your online user profile.

In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats. However, we shall incur no liability if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- 1) If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your Payment Account;
- 2) You have not provided DMWW with the correct Payment Account information, or
- 3) Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction.

Provided none of the foregoing exceptions are applicable, if Des Moines Water Works causes an incorrect amount of funds to be debited from your Payment Account, DMWW shall be responsible for returning the improperly debited funds to your Payment Account, and, if applicable, for any late payment related charges.

Other than payment by recurring credit card and the Direct Pay (ACH) program, Des Moines Water Works does not provide for advance scheduling of payments. All payments are considered received by DMWW on the date made. Payments made after 5:30 p.m. CST will be considered received on the next business day.

Failed Or Returned Transactions

In using the online statement payment feature or recurring credit card payment option offered by DMWW, you are requesting DMWW to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction or your credit limit would be exceeded), the transaction will not be completed. In some instances, you will receive a return notice from us. In such case, you agree that:

1. You remain responsible for the amount due, but returned
2. You will be responsible for any additional charges due, such as delayed payment fees or termination fees if the return results in service termination.
3. You will reimburse DMWW for any fees imposed by your financial institution as a result of the return.
4. DMWW is authorized to report the facts concerning the returned transaction to a credit reporting agency per its regular collection procedures.

Address or Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current

and accurate. This includes, but is not limited to, name, address, phone number, credit or check card account information, bank account information, and email address. Changes can be made online within your user profile. Any changes in your Payment Account information should also be made in accordance with the procedures outlined within the application. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. DMWW is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

Service Termination, Cancellation, or Suspension

Any payment(s) already processed before the requested cancellation date will be completed by DMWW. DMWW may terminate or suspend Online Account Service at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Service Fees and Additional Charges

You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Confidentiality and Security on Internet

Use of the Online Account Service is at your own risk and is subject to all applicable local, state, national and international laws and regulations. Although DMWW has endeavored to create a secure and reliable service, the confidentiality of any communication transmitted over the Internet cannot be guaranteed. Accordingly, DMWW is not responsible for the security of any information transmitted via the Internet. Actual or attempted unauthorized use of this service may result in criminal and/or civil prosecution. For your protection, DMWW reserves the right to view, monitor and record activity on the Service without notice or permission from you.

DMWW will store and protect this information in the same manner we store and protect other personally identifying customer information.

DMWW is not responsible for any breach of its security or for the actions of any third parties that may obtain any personal information. DMWW will not be responsible for any loss resulting from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, or natural disasters, strikes or other labor problems, wars or governmental restrictions.

Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended by DMWW from time to time. DMWW may also from time to time revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, DMWW reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the more recent revisions and updates.

Exclusions Of Warranties

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR TIMELY PAYMENT OF YOUR CHARGES.

Disputes

In the event of a dispute regarding the service, you and DMWW agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and DMWW which supersedes any proposal or prior agreement, oral or written, and any other communications between you and DMWW relating to the subject matter of this Agreement. If there is a conflict between what a representative of

DMWW or the Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

Assignment

You may not assign this Agreement to any other party. DMWW may assign this Agreement or assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.