

CUSTOMER PORTAL ACCOUNT TERMS & CONDITIONS AGREEMENT

By accessing, using, and/or creating an account in the Customer Portal (the "Customer Portal") of the Borough of Chambersburg (the "Borough"), you agree to be bound by the terms and conditions of this Customer Portal Account Terms & Conditions Agreement (the "Agreement") and acknowledge its receipt and your understanding of its terms.

Introduction

This Agreement explains the terms and conditions for accessing accounts and conducting transactions through the Customer Portal. As used in this Agreement, the terms "you" and "your" refer to each person accessing or using the Customer Portal.

Benefits of Using the Customer Portal

Through the Customer Portal, you can view existing balances, make payments, subscribe or unsubscribe to budget billing, download current or previous invoices, view your transaction history, and view your current and previous meter readings online. Cash-only customers will be able to view account balances and see certain historical information, but will be unable to make payments.

The Borough will strive to use reasonable efforts to include accurate and updated information in the Customer Portal; however, the Borough is under no obligation to do so, and the Borough makes no representations or warranties about the reliability, availability, timeliness, and accuracy of the information, software, documents, and communications contained in the Customer Portal, and such information is provided "as is."

The Borough may, from time to time, introduce new services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

Password

Each time you access the Customer Portal, you will be asked to enter your username/email and password, which will give you access to the Customer Portal. The Borough is entitled to act on any instructions it receives using your password. For security purposes, it is recommended that you memorize your password and not disclose your password to any person. We also recommend that you change your password regularly to try and avoid misappropriation by a third party. Your password can be changed at the Customer Portal site. You are responsible for keeping your password and account data confidential. When you give someone your password, you are authorizing that person to use the Customer Portal and the services provided therein, including accessing your account, billing, and payment information. You are responsible for all transactions performed using your password, even if you did not intend or authorize them.

You must take your own precautions to ensure that the process you use for accessing the Customer Portal does not expose you to the risk of viruses, malicious computer code, or other interference that may compromise your computer, software, or information. The Borough will not be responsible for any interference, damage, or compromise of your computer, software, or information that may occur in connection with your use of the Customer Portal.

Accessibility

You can usually access your Customer Portal seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of the Customer Portal services or site may not be available due to system maintenance or reasons beyond the Borough's control. The Borough does not warrant that the Customer Portal and the associated services and site will be available at all times. A Customer Portal transaction initiated prior to 5:00 p.m. (ET, Eastern Time) on a business day is posted to your account the

same day. A transaction completed after 5:00 p.m. (ET, Eastern Time), or on a non-business day or holiday, will be posted the following business day.

When an account has been “finaled”, (i.e., the occupier of the property has moved, the Borough is no longer providing services to that occupier at that location, and the account has been fully adjudicated), account access will shift to “view-only” access.

The Borough reserves the right to terminate access to the Customer Portal at any time and for any reason.

Fees and Charges

There is currently no charge for the use of the Customer Portal described in this Agreement. A charge may be assessed if adopted by Resolution of Town Council from time to time. To cover the costs of the payment processor, there are fees associated with making a payment through the Customer Portal.

Restrictions

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Customer Portal. You may not gain, or attempt to gain, access to any account and/or on-line financial service server, network or data not specifically permitted to you by the Borough or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with the Borough or its suppliers.

Liability

You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. The Borough is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment. The Borough is not responsible for any typos or keystroke errors that you make. The Borough is not responsible for damages arising from unauthorized access to the Customer Portal or your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Borough’s agent. In any event, the Borough will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Customer Portal, even if the Borough has knowledge of the possibility of them, and even for negligent performance by the Borough of any services related to the Customer Portal. The Borough is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Borough’s reasonable control. The Borough is not liable for any error or delay on the part of any third party or for any act or omission of any third party in executing any payment order relating to the Customer Portal, and no such third party shall be deemed to be the Borough’s agent.

Amendment and Termination

The Borough reserves the right to terminate this Agreement or to change the charges, fees, or other terms described in this Agreement at any time. When termination occurs or when changes are made, we may notify you by: 1) electronic mail; 2) physical mail at the mailing address shown in our records; and/or 3) update of our website. We may also give notice of changes or termination in any other manner permitted by law. You remain obligated for any bill payments that are due to the Borough regardless of this Agreement is in effect. The Borough reserves the right to charge you for research time involving payments no longer available in your screen history. Current charges can be found in the Borough’s Master Fee Schedule under “Copies of Utility Accounts”. You will be informed of any such charges before they are incurred.

Unauthorized Transactions

You should notify us immediately if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in the Customer Portal. You should contact us as soon as you identify any

errors or discrepancies in your Customer Portal account or transaction record, or if you need any information about a transaction listed in your Customer Portal account or transaction record.

When you report a problem or discrepancy, please: (i) tell us your name and account number or customer number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) for a bill payment, tell us the number of the account used to pay the bill if applicable, the date the payment was sent, and the payment amount. Additional bill dispute provisions are described in the Borough's Utility Service Manual, which is incorporated herein by reference.

Electronic Mail (Email)

Sending email is a good way to communicate with the Borough regarding the Customer Portal. However, your email is sent via your own software and, as a result, is not secure. Because of this, **you should not include confidential information, such as account numbers and balances in any email to the Borough. You cannot use email to initiate transactions or payments through the Customer Portal. All such transactions must be initiated using the appropriate functions within the Customer Portal. The Borough will not be liable for any errors, omissions, claims, or problems of any kind involving your email.**

E-Statement Agreement

In consideration of using and accessing the Customer Portal and its associated services, you agree as follows:

By utilizing the Customer Portal, you agree to be bound to all rules and regulations applicable to the Customer Portal and any other contract for Borough services.

You understand your right to revoke this Agreement and thereby terminate your access to and use of your Customer Portal. You understand that termination of this Agreement does not eliminate your responsibility to pay any bills or invoices that are due to the Borough and that you will remain responsible for payment of the same. There are no fees associated with rescinding this Agreement. In order to terminate this Agreement, you must notify the Borough either by email to the email address listed below, or in writing, 30 days in advance, of this decision delivered to the Borough at the following address:

Email Address: portalcontact@chambersburgpa.gov

Physical Address:
Borough of Chambersburg
100 S 2nd St
Chambersburg, PA 17201

You understand that you have a right to obtain a paper copy of the Agreement. To obtain a paper copy, you may print this Agreement, or you may make a specific request to the Borough at one of the above addresses. In some cases, research fees may apply to your request pursuant to this paragraph. You agree to notify the Borough immediately if you are unable to access any of the information that has been delivered by the Borough in an electronic form or manner. You agree to provide the Borough written notice, or such other notice that is acceptable to the Borough, if your electronic mail address changes.

Security of Information

No data transmission over the internet can be guaranteed as totally secure. The Borough does not warrant and cannot ensure the security of any information which you transmit to the Borough electronically. Any electronic transmission is at your own risk.

Links to other Sites

Information that the Borough publishes on the internet may contain links to other sites and third parties may establish links to the Borough's site. The Borough makes no representations about any other web site that you may access to, from or through the Customer Portal. Unless expressly stated in writing, the Borough does not endorse the products or services offered by any company or person linked to the Customer Portal; nor is the Borough responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

Cookies

The Borough may collect information such as the date and time of your visit, IP address, and domain name and location from which you access the Customer Portal. This includes the use of "cookies." Most browsers can be configured so as to not accept cookies; however, this may affect the functionality of the Customer Portal.

Damages and Warranties

In addition to the terms previously disclosed, the Borough is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by the access to or use of the Customer Portal, or any services associated with the Customer Portal, or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by the Borough or one of its suppliers. In addition, the Borough disclaims any responsibility for any electronic virus(es) you may encounter when using or accessing an account or the Customer Portal. Without limiting the foregoing, neither the Borough nor its suppliers shall be liable for any: (i) failure to perform or any losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, or postal system. The Borough and its suppliers make no representation or warranty that any information, material or functions included in the Customer Portal are appropriate for use by you in your jurisdiction. If you choose to use the Customer Portal, you do so based on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither the Borough nor its suppliers warrant the adequacy, accuracy, or completeness of any information provided as a part of the Customer Portal, or contained in any third-party sites linked to or from the Borough's web site. The Borough makes no representations or warranties regarding the accuracy, functionality or performance of the Customer Portal, or any software that may be used in connection with same. The Borough disclaims any express or implied warranties, including any warranties of merchantability, fitness for a particular purpose or error-free operation.

Indemnification

You shall indemnify, defend and hold harmless the Borough and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any losses arising out of: (i) your negligence; (ii) your failure to comply with applicable law; and/or (iii) your failure to comply with the terms of this Agreement. Due to the likelihood of irreparable injury, the Borough shall be entitled to an injunction prohibiting any breach of this Agreement by you.

Applicable Rules, Laws, and Regulations

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the Commonwealth of Pennsylvania, as well as the federal laws of the United States. Venue for any action arising out of this Agreement shall be in the Franklin County Court of Common Pleas or the federal district court of the Middle District of Pennsylvania.

Assignment

The Borough may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

Integration

This Agreement constitutes the entire understanding of the parties with respect to the Customer Portal to be provided, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to and does not alter the terms of, any other agreements between you and the Borough. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Borough, this Agreement will control.

Waiver

The Borough shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by the Borough of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

Bill Payment

You understand and agree that you are responsible to timely pay any and all bills or invoices that are due to the Borough, regardless of whether you submit payment through the Customer Portal and regardless of the effectiveness of this Agreement. You agree that you will have sufficient funds to cover bills or invoices that are due to the Borough which are paid through the Customer Portal.

Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control.

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

BY FURTHER USE OF AND ACCESS TO THE CUSTOMER PORTAL OR ANY ADDITIONAL SERVICE PROVIDED BY THE BOROUGH, I AGREE THAT I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.