

CLINTON WATER DISTRICT

PO BOX 544 -- 6437 S. HARDING AVE.

CLINTON, WA 98236

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ELECTRONIC PAYMENT ACCEPTANCE POLICY, TERMS AND CONDITIONS

The Clinton Water District in conjunction with The Revised Code of Washington (RCW) 36.29.190 and **Resolution # 18-17** allows the District to accept electronic payments from VISA, Discover and Master Card and e-checks.

Credit Card or Debit Card customer information is not subject to Public Records Disclosure. Credit Card or Debit Card customer information will not be subject for use for commercial purposes

The Clinton Water District may accept electronic payments for regular water usage charges (i.e. base rate, water usage charge, interest, late fees, penalties) pursuant to Clinton Water District **Resolution # 18-17** and RCW 36.29.190

POLICY GUIDELINES

Electronic Payment Processing Protocol and Privacy

The Clinton Water District Office Manager shall establish and maintain the protocol for electronic payment processing including but not limited to; contracts for electronic payments, convenience fees, and standard business processes and procedures.

Convenience and Transaction Fee

The convenience fee/transaction fee will be renegotiated by the Clinton Water District Office Manager annually with the chosen payment processing company. The fee will never exceed \$2.95 or 3% of payment amount whichever is higher.

Dishonored or Returned Payments

Should a customer payment be dishonored or returned for any reason, the Clinton Water District will deduct an additional debit to the customer account for \$25 or the maximum amount allowed by state law, whichever is greater. Charges will also be assessed pursuant to the Clinton Water District's current rates and charges Resolution.

Refunds

The Clinton Water District does not issue refunds. **All payments are final.**

Termination

The Clinton Water District reserves the right, without notice and in our sole discretion, to modify the Services, terminate your license to use the Services, and to block or prevent future access to and use of the Services. Customers also have the right to stop using the Services at any time.

Definitions

- a. "Automated Clearing House" or "ACH" means an association of depository institutions that process financial transactions electronically through the Federal Reserve Bank.
- b. "Convenience Fee" means a fee that is charged to a customer for the convenience of making an electronic payment. A convenience fee charged to a customer, typically covers all or a portion of a payment vendor's transaction costs (see "transaction fees" below), as well as any other additional fees that are charged by an agency to recover direct costs associated with an electronic payment (e.g., agency costs for expedited processing; or agency costs for receiving a copy of a particular form).
- c. "Credit Card" means a card indicating that the holder named on the card has obtained a revolving line of credit from the financial institution issuing the card up to a certain dollar amount valid to a specified date shown on the card. A credit card may be used to pay for goods and services from merchants or organizations participating in the corresponding credit card program.
- d. "Debit Card" means a card indicating that the holder named on the card has an open account in a financial institution shown on the card that the holder named on the card is authorized to pay for purchases of goods and services from participating merchants so long as the account is valid and has adequate funds to cover the cost of either goods or services, or both, at the time of the transaction.
- e. "Customer" means a person who is purchasing District services/paying rates or charges or fines with an electronic payment, such as a credit card, debit card or electronic check.
- f. "Electronic Check" or "e-check" means an ACH debit that is initiated by the customer or agency on the Internet against an open account in a financial institution that is authorized for use to pay for services from participating merchants so long as the account is valid and has adequate funds to cover the cost of services at the time of the transaction. This is also known as an Internet Check.
- g. "Electronic Payments" means any financial transaction by which funds are transferred to the District through any type of electronic payment option or method. The electronic payment options include, but are not limited to; Internet

payment Processing, point-of-sale payment processing. The methods of payment include, but are not limited to: automated clearing house (ACH), credit cards, debit cards, ACH debit processing.

- h. "Electronic Payment Services" means any service provided by a vendor who acts as an intermediary in processing an electronic payment, including, but not limited to: merchant banking services, credit card payment processing, ACH debit processing, and Internet payment gateway services. Depending on how contracts with third party vendors are established by the Clinton Water District Office Manager, electronic payment services may be coordinated by a single vendor or multiple vendors.
- i. "Electronic Payment Processing Protocol" means the standard, District wide processes used by an agency when accepting electronic payments from customers, including, but not limited to, contracts with financial services providers and business procedures.
- j. "Internet Payment Gateway Service" means a service provided by a vendor that directs an Internet payment transaction to the appropriate third party payment processor who facilitates the transfer of funds from a specific financial institution.
- k. "Merchant Banking Service" refers to the designated bank or banking service that processes an electronic payment.
- l. "Payment Vendor" means a service provider who is involved with the electronic payment transaction, including, but not limited to; merchant bank, credit card issuer, credit card association, Internet payment gateway, ACH or credit card payment processor.
- m. "Personal Financial Information" means the information provided by the customer in the course of completing a payment transaction with the District through an electronic transfer of funds, including, but not limited to; credit card number, debit card number and bank account number.
- n. "Point-of-Sale" or POS is a payment option that performs a real-time payment authorization of a customer's account when the customer presents their credit card (or other payment method) in-person at the time of sale.
- o. "Transaction Fee" means the same as "transaction cost" and refers to the cost incurred by a payment vendor for executing an electronic payment. If an agency passes all or a portion of this transaction cost on to the customer, then the resulting fee to the customer is typically called a "convenience fee" (see definition above).

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY USING OUR WEBSITE YOU AGREE TO THESE TERMS AND CONDITIONS.

These terms and conditions (these “**Terms**”) apply exclusively to your access to, and use of, the website (collectively, the “**Services**”) provided by Clinton Water District and (collectively, the “**District**” or “**we**”) as well as any other websites or mobile applications that link to these Terms. These Terms do not alter in any way any other agreement you may have with the District for products, other services or otherwise, nor do they alter rights and obligations of you or the District with respect to matters within the jurisdiction of the Clinton Water District Board of Commissioners, including rates, utility services, facilities, and practices of Clinton Water District.

In addition, we may supply different or additional terms in relation to some of the Services, and those different or additional terms become part of your agreement with us if you use those Services. If there is a conflict between these Terms and the additional terms, the additional terms will control for that conflict.

The District reserves the right to amend these Terms at any time. We will provide you notice of such changes, such as by revising the date at the top of these Terms, providing a notice through the Services, or sending you a notification. The amended Terms shall be effective immediately after they are initially posted. If you do not accept the amended Terms, you must cease accessing and using the Services.

If you have any question regarding the Services, please direct such questions to: cwd@whidbey.com.

Eligibility

You must be at least 18 years of age to use the Services. If you use the Services on behalf of another person or entity, (a) all references to “you” throughout these Terms will include that person or entity, (b) you represent that you are authorized to accept these Terms on that person’s or entity’s behalf, and (c) in the event you or the person or entity violates these Terms, the person or entity agrees to be responsible to the District.

User Accounts and Account Security

You may need to register for an account to access certain features or areas of the Services. If you register for an account, you must provide accurate account information and promptly update this information if it changes. You also must maintain the security of your account and promptly notify us if you discover or suspect that someone has accessed your account without your permission. If you permit others to use your account credentials, you are responsible for the activities of such users that occur in connection with your account. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal claim, including trademark rights, in those usernames.

Prohibited Conduct

You are responsible for your own conduct when using the Services. You will not violate any applicable law or contract, nor will you take any action that violates our rights or the rights of any other user. For example, you will not:

- Use or attempt to use another user's account without authorization from that user and the District;
- Sell or resell the Services;
- Reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Use any data mining, robots or similar data gathering or extraction methods designed to scrape or extract data from the Services;
- Develop or use any applications that interact with the Services without our prior written consent; or
- Use the Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

Indemnification

You agree to defend, indemnify and hold harmless the District, our independent contractors, service providers and consultants, and each of their respective directors, employees and agents, from and against any third-party claims, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to your use of the Services, including without limitation any actual or threatened suit, demand, or claim made against the District and/or our independent contractors, service providers, or consultants, arising out of or relating to your conduct, your violation of these Terms, or your violation of the rights of any third party.

Submissions

You agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information, provided by you in the form of e-mail or submissions to the District, are not confidential and shall become the sole property of the District. The District shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you. The submission of any materials to the District, including the posting of materials to any forum or interactive area, irrevocably waives any and all "moral rights" in such materials, including the rights of paternity and integrity.

Third-Party Content & Services

The District may provide links to WebPages and content of third parties ("third-party content") as a service to those interested in this information. The District does not monitor or have any control over any third-party content or third-party websites. The District does not endorse or adopt any third-party content and can make no guarantee as to its accuracy or completeness. The District does not represent or warrant the accuracy of any information contained therein, and undertakes no responsibility to update or review any third-party content. Your use of these links

and third-party content contained therein is at your own risk. Your dealings or correspondence with any third parties are solely between you and any such third parties.

Disclaimer

The District reserves the right to change any and all content contained on the Services at any time without notice. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by the District.

Applicable Law

These Terms shall be governed by and construed in accordance with the laws of the state of Washington, without regard to its conflict-of-law provisions. You agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state and federal courts located in Island County, Wash.

Termination

The District reserves the right, without notice and in our sole discretion, to modify the Services, terminate your license to use the Services, and to block or prevent future access to and use of the Services. You also have the right to stop using the Services at any time.

Severability

If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Miscellaneous

The failure of the Clinton Water District to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. You agree that communications and transactions between us may be conducted electronically.

Questions & Contact Information

Questions or comments about the services may be directed to Clinton Water District at cwd@whidbey.com, or you may telephone us at 360-341-5487. You may also write to us at Clinton Water District, P.O. Box 544, Clinton, Wa, 98236