



ELECTRONIC DEBIT AUTHORIZATION

I hereby authorize Tualatin Valley Water District (“District”) to initiate debits and/or corrections to the previous debits to the financial institution indicated. The financial institution is authorized to debit and/or correct the amounts to the account designated below. This authority is to remain in full force and effect until District has received acceptable notification from me of its termination in such time and such manner as to afford District and Depository a reasonable opportunity to act on it.

I acknowledge that (1) the payment of my water/sewer bill will occur automatically on the due date of my water/sewer bill by **electronic debit to my bank account whether or not I have seen or approved the water/sewer bill**; (2) **the dollar amount to be debited to my bank account will change from month to month based on my water meter readings and I agree to hold the District, and city wherein the service is located, harmless** from any claim of damage caused by reason of the making of the electronic debit or the amount thereof; (3) any adjustments to my water/sewer bill based on usage or other agreement between myself and District will occur after the amount of the original bill has been debited to the account; (4) the District’s policies and procedures applicable to NSF checks will be fully applicable to an NSF electronic debit; (5) failure to pay my water/sewer bill by reason of an NSF electronic debit may result in the shut-off of water services for my water/sewer service account; and (6) the District may terminate my electronic debit privileges in the event of an NSF electronic debit. **I represent and warrant that I have the full right and power to authorize the electronic debiting of this account.** I will pay the attorneys fees and costs incurred by the District to collect the water/sewer bill in the event my water/sewer bill is not paid when due, or to defend an action where I have agreed to hold the District harmless, whether or not litigation is commenced, and if litigation, mediation, arbitration or trial is commenced, attorney fees and costs incurred by District therein, and on any appeal therefrom.

Service Address

Mailing Address

City, State, Zip

City, State, Zip

Daytime Phone Number

Name of Financial Institution

Name on Water Account

Account Holder’s Name

Water/Sewer Bill Account Number

Individual’s Signature

Date

Type of Account: Checking/Sharedraft Savings

IMPORTANT: For entries to a checking or sharedraft account, please attach a voided check to this form. Your check will be destroyed once your request has been verified.

Return this form to:
TVWD
Attn: Customer Service
1850 SW 170th Ave.
Beaverton, OR 97003

Phone: (503) 848-3000
Fax: (503) 848-3006
E-mail: customerservice@tvwd.org

I have read and agree to the Terms and Conditions on the following pages

Signature

Date

GENERAL TERMS AND CONDITIONS

These "Terms and Conditions" govern your use of the tvwd.org web site (which includes the TVWD/Clean Water Services Online Account Information Site (the "Account Information Site") and TVWD's Payment Provider Online Payment Site (the "Online Payment Site")) and your responsibilities as a user. By accessing and using this web site, you are agreeing to be bound by and comply with the Terms and Conditions. Tualatin Valley Water District (TVWD) reserves the right to change the Terms and Conditions by posting the changes on the web site. Your continued use of the web site following posting of any changes will constitute your acceptance of the changes. THE TERMS AND CONDITIONS CONSTITUTE A CONTRACTUAL AGREEMENT BETWEEN YOU AND TVWD. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEB SITE. EACH USE BY YOU OF THIS WEB SITE REAFFIRMS YOUR ACCEPTANCE OF AND YOUR AGREEMENT TO BE BOUND AND TO ABIDE BY THESE TERMS AND CONDITIONS. IF YOU DO NOT WISH TO BE BOUND BY THE TERMS AND CONDITIONS, YOU SHOULD NOT CONTINUE TO USE THIS WEB SITE.

Please direct any questions or comments you have concerning the Terms and Conditions to (503) 848-3000 or webmaster@tvwd.org.

DISCLAIMER OF LIABILITY

THE USER OF THIS WEB SITE ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS WEB SITE AND THE INTERNET GENERALLY, INCLUDING BUT NOT LIMITED TO RESPONSIBILITY OR LIABILITY FOR OR DAMAGE CAUSED BY VIRUSES CONTAINED WITHIN ELECTRONIC FILES OR AT THIS WEB SITE. YOU ACKNOWLEDGE THAT TVWD DOES NOT WARRANT THAT THE SERVICES OR THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES TVWD MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR THE SITE, OR AS TO THE TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY, COMPLETENESS OR CONTENT OF ANY INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICES AND THE SITE. TVWD AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE CONTENT, INCLUDING BUT NOT LIMITED TO THE DOCUMENTATION AND RELATED GRAPHICS, ACCESSED FROM, OR VIA, THIS WEB SITE OR THE INTERNET, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. TVWD DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY CONTENT, APPARATUS, PRODUCT OR PROCESS DISCLOSED ON THE WEB SITE OR OTHER MATERIAL ACCESSIBLE FROM THE WEB SITE, OR VIRUSES CONTRACTED BY USE OF THE WEB SITE. IN NO EVENT SHALL TVWD BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE CONTENT, THIS WEB SITE OR THE INTERNET GENERALLY.

PASSWORD AND SECURITY

You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Online Payment Site. If you permit authorized users or other persons to use this web site or your password or other means to access your account, you are responsible for any transactions they authorize. You also agree to notify TVWD within four (4) business days if the password is lost, stolen, or disclosed to an unauthorized third party, or if the password otherwise may have been compromised or if there is any unauthorized use of your account or any other breach of security in the web site known to you.

SECURITY RULES

You agree not to violate or attempt to violate the security of or interfere with the operations of this web site, including without limitation, (a) accessing data or an account that you are not authorized to access or that is not intended for your use; (b) using another user's name, password or account information without authorization from that user; (c) testing the vulnerability of or breaching the security or authentication measures of any system or network related to the web site; (d) interfering with service to any other user, host or network; or (e) attempting to do any of the foregoing actions.

DISCLAIMER OF ENDORSEMENT

Reference herein to any products, services, processes, hypertext links to third parties or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply its endorsement, sponsorship or recommendation by TVWD. Service information is the sole responsibility of each individual vendor. You bear all risks associated with your use of the other web sites. You agree that TVWD will not be liable for any damages arising from your access to such web sites or your purchase of products or services from such web sites.

LOCAL AND APPLICABLE LAW

TVWD controls and operates the Account Information Site from its headquarters in Beaverton, Oregon, USA and makes no representation that the proprietary materials are appropriate or will be available for use in other locations. All marketing or promotional materials and other content found on this web site are solely directed to individuals, companies or other entities who receive a statement, invoice or bill from TVWD, or other entities for which TVWD acts as a billing or collection agent. Any action related to these Terms and Conditions will be governed by Oregon law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You consent to extra-territorial service of process, and agree to submit to the jurisdiction and venue of the courts of general jurisdiction of the State of Oregon located in Washington County in the State of Oregon, for the resolution of all disputes arising from or related to these Terms and/or your use of this web site.

ALTERATIONS AND AMENDMENTS

You agree that TVWD can revise these Terms and Conditions at any time. In such event, TVWD shall provide notice to you at the time you log in to manage your account. Any use of the web site after TVWD provides you a notice of change will constitute your agreement to such change(s). Further, TVWD may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, TVWD 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. You authorize TVWD to send or provide by electronic communication any notice, communication, amendment or replacement to these Terms and Conditions, or disclosure required to be provided orally or in writing to you. You agree to receive any electronic communication provided to you and will not attempt to avoid receiving any such communication. You are deemed to have received any electronic communication provided to you when they are made available to you.

PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

By providing your account information to the Online Payment Site that you wish to direct payments, you authorize TVWD's Payment Provider to follow the payment instructions that it receives through the Online Payment Site.

If you choose to utilize a payment account that is a credit card account, you understand and acknowledge that TVWD's Payment Provider does not perform any identity verification on such credit card accounts. When TVWD's Payment Provider receives a payment instruction, you authorize TVWD's Payment Provider to debit your payment account and remit funds on your behalf. You warrant that any payment account you add to your profile is an account from which you are authorized to make payments, and any payment you make using the Online Payment Site will debit/charge a payment account that you are legally authorized to use. However, TVWD shall incur no liability and any service guarantee shall be void if TVWD's Payment Provider is unable to complete any payments initiated by you.

ACCOUNT INFORMATION SITE CHANGES

It is your sole responsibility to ensure that the information on the Account Information Site is current and accurate. TVWD is not responsible for any payment processing errors or fees incurred as the result of any inaccurate information. You acknowledge and agree that if you request by telephone or email that TVWD make modifications to your user profile, TVWD will be permitted to make such modifications on your behalf.

ONLINE PAYMENT SITE CHANGES

It is your sole responsibility to ensure that the information on the Online Payment Site is current and accurate. TVWD is not responsible for any payment processing errors or fees incurred as a result of any inaccurate information. You acknowledge and agree that if you request by telephone or email that TVWD make modifications to your user profile, TVWD will be permitted to make such modifications on your behalf.

SERVICE FEES AND ADDITIONAL CHARGES

Any financial fees associated with your standard deposit accounts will continue to apply. 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, or fees or other charges assessed by your credit or debit card issuer or depository account institution.

ACCOUNT INFORMATION SITE SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

In the event you wish to cancel your Account Information Site account, you may do so via one of the following:

1. By using the Account Information Site's cancellation feature.
2. Call TVWD Customer Service at (503) 848-3000 during regular office hours.

TVWD may terminate or suspend your online account to you at any time. Neither termination nor suspension shall affect your liability or obligations under these Terms and Conditions.

STOP PAYMENT REQUESTS

TVWD cannot assist with stop payment requests for any payments using a credit card account or a debit or bank account; in such case, you must contact your credit card company or bank directly. If you desire to stop any payment that has already been processed, you must contact customer service. Although TVWD will make every effort to accommodate your request, TVWD will have no liability for failing to do so.

FAILED OR RETURNED TRANSACTIONS

In using the Online Payment Site, you are requesting TVWD's Payment Provider to make payments for you from your credit or debit card or deposit account. If the transaction failed to complete, you may receive a return notice from TVWD. You agree to be subject to all fees or charges adopted by TVWD's Board of Commissioners.

DISPUTES

In the event of a dispute, you and TVWD agree to resolve the dispute by looking to these Terms and Conditions. If you dispute a bill payment made from a credit or debit card account, you acknowledge that such dispute (including, but not limited to, chargeback or fraud) must be taken up with your credit card company or banking institution; TVWD is not responsible for any research or resolution of such credit card payment disputes. You agree that these Terms and Conditions are the complete and exclusive statement of the agreement between you and TVWD which supersedes any proposal or prior agreement, oral or written, and any other communications between you and TVWD relating to the subject matter herein.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless TVWD, its directors, officers, employees and agents from and against all claims and expenses, including attorney fees, arising out of your violation of the Terms and Conditions or misuse of the service or this web site, including such violation or misuses conducted by your employee or agent, if applicable.