



Portal Terms and Conditions

1. Scope.

The rules and regulations in these Terms and Conditions apply to all visitors or users of this payment portal ("Portal"). The term "CUSI" shall refer to Continental Utility Solutions, Inc., a Delaware corporation, and the administrator of the Portal. The terms "you", "your", or "User" shall refer to the individual or entity who accepts these Terms and Conditions. The term "Utility" shall refer to your applicable utility provider. By accessing this Portal, User acknowledges acceptance of these Terms and Conditions. CUSI reserves the right to change these Terms and Conditions from time to time at its sole discretion. The amended version will be effective at the time CUSI posts it. CUSI may provide notice of substantial changes to the Terms and Conditions on the homepage of the Portal or notify you through your Account (as that term is defined below). A User's continued use of the Portal following the posting of any changes constitutes that User's acceptance of the changes. No revision or update will apply to a dispute of which CUSI had actual notice on the date CUSI posts the amended version.

In the case of any violation of these rules and regulations, CUSI may seek any and all remedies available by law and in equity for such violations. These Terms and Conditions apply to all visits to the Portal, both now and in the future. You agree that your access and use of the Portal shall not violate the restrictions set forth in these Terms and Conditions, as it may be amended from time to time.

2. Account Services.

You may register an account with the Portal (an "Account"). Some of the services and features of the Portal may only be utilized through such registered Account ("Account Services"). Access to and use of password protected and/or secure areas of the Portal are restricted to authorized Users only. Where you have created an Account in the Portal, you confirm that the information you have provided is truthful and accurate. You must keep your Account password and information confidential and not share it with any other person. If you lose your password or become aware of access to your Account other than by you, you agree to notify your Utility immediately. If you become aware of or should reasonably know about use of your password or Account by any person other than you, and if you do not notify your Utility immediately of such use, you will be responsible for any and all liability incurred by CUSI or any other user of this Portal due to unauthorized use. If CUSI believes that your Account has been compromised, CUSI may require you to update your password.

CUSI cannot assist you with issues related to Utility account information and services.

CUSI reserves the right, with or without notice, to terminate the Account of, or refuse Account Services to, any person that violates these Terms and Conditions, misuses the Portal or any of its services, or otherwise engages in inappropriate conduct, as determined by CUSI in its sole discretion. CUSI reserves the right to refuse you access to and use of Account Services if (i) required by applicable law, (ii) you violate these Terms and Conditions, (iii) the Account Services are discontinued, or (iv) as instructed by your Utility. In the event CUSI reasonably believes that your actions affect other users or third parties, CUSI may warn such other users or third parties, including law enforcement. CUSI may also investigate any perceived misuse of your Account, refer matters to law enforcement, and/or take other legal action.

You may stop participating in any Account Service, or delete your Account, by taking the appropriate action in your Account or contacting the Utility directly. Your request will be effective when processed by your Utility.

The use of your Account may also be governed by terms and conditions set forth by your Utility. Please contact your Utility directly for its applicable terms and conditions.



3. Electronic and Mobile Payment.

CUSI may offer the option of paying bills owed to your Utility through the Portal or a mobile SMS text payment ("Electronic Payment"). You may make online payments through your Account either on the Portal or your mobile device when you register for an Account. You may make payments by SMS text by electing such Account Service, and agreeing to the mobile SMS text terms and conditions, through your Account. Electronic Payments made through the Portal, your mobile device, or by text is provided by a third party (the "Payment Service Provider").

You authorize the Payment Service Provider to follow the payment instructions it receives from your Electronic Payment request, including charging the credit card provided or debiting via ACH a bank account you provide. In the case of an Electronic Payment made via text, you agree that all data rates for messaging may apply, and you consent to the receipt of SMS messages from CUSI, the Utility, or the Payment Service Provider.

Your use of Electronic Payment provided by the Payment Service Provider is subject to its terms and conditions. It is your obligation to read the Payment Service Provider's terms and conditions prior to using the Electronic Payment services. Should any disputes arise regarding the Payment Service Provider's services, you must contact CUSI immediately. CUSI disclaims all warranties or representations regarding any third-party services, including the Payment Service Provider.

4. Portal Contents.

CUSI expressly reserves all right, title, and interest in and to the Portal and the Portal's contents, including any copyright, patent, trademark, or other intellectual property, of federal or state right, pertaining thereto. You may copy materials on the Portal solely for non-commercial use for yourself or within your organization in support of CUSI's services and products.

5. Intellectual Property.

The trademarks, logos and service marks ("Marks") displayed on this Portal are the property of CUSI or other third parties. Users are not permitted to use these Marks without the prior written consent of CUSI or such third party which may own the Mark.

6. Applicable Laws.

User access to this Portal is governed by all applicable federal, state and local laws. All information available on the Portal is subject to U.S. export control laws and may also be subject to the laws of the country where you reside.

These Terms and Conditions shall be construed by the laws of the State of Delaware, without regard to its choice of law principles or the laws of any other state or country. You agree that the federal and state courts located in Jonesboro, Arkansas shall have exclusive jurisdiction and venue over any action brought to enforce the rights and obligations in or arising from these Terms and Conditions and you irrevocably submit to the jurisdiction of such courts.



7. General Disclaimer.

Although CUSI has attempted to provide accurate information on the Portal, CUSI assumes no responsibility for and disclaims any warranty that (i) the information provided on the Portal is accurate, (ii) the Portal will be free from errors or accessible at all times, (iii) defects will be corrected, and (iv) the Portal or server that makes the Portal available, are free of viruses or other harmful components. CUSI may change the services, programs or products mentioned at any time without notice. Mention of non-CUSI products or services is for information purposes only and constitutes neither an endorsement nor a recommendation.

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8. Links to Third Party Sites.

This Portal may contain links to third party sites, including your particular Utility's website, or the Payment Service Provider's website where your online payments are entered and processed. Access to any other website, redirected from or linked to the Portal, is at the User's own risk and CUSI is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on these sites. CUSI provides these links and redirection merely as a convenience and the inclusion of such links and redirection does not imply an endorsement.

9. Entire Agreement.

These Terms and Conditions constitute the entire agreement between you and CUSI with respect to this Portal and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter of these Terms and Conditions. If any term, provision, covenant or restriction of these Terms and Conditions is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against public policy, the remainder of these Terms and Conditions shall remain in full force and effect and the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties.

10. Contact Information.

If you have any questions about these Terms and Conditions, please contact us by email at the following address: legal@cusi.com