

TERMS AND CONDITIONS

This document contains the terms and conditions for use of this website. By agreeing to these terms and conditions, you also agree that each time you visit or use this website you accept the terms and conditions stated herein.

CUSTOMER RESPONSIBILITIES

By signing up for the E-Billing and acknowledging and accepting these terms and conditions, the customer agrees and acknowledges that their water and sewer bill from the City of Rochester Hills billing system will no longer be sent via United States mail and will be presented to the customer electronically via email. Customer further agrees and acknowledges that it will be Customer's responsibility to keep his/her email address up to date, and failure to receive their bill DOES NOT relieve the customer from the amount due, due date and penalties related to the late payment or non-payment of their bill.

DOCUMENTATION

Users should print or save their water and sewer bills for their records from this website.

ACCURACY OF PRESENTATION

City of Rochester Hills does not guarantee the account information presented online will always be complete, accurate and up-to-date. In cases where the information presented online, either in part or in whole, differs from your water and sewer billing records at the City of Rochester Hills, the latter shall have precedence over the former.

LIABILITY

The City shall not be liable for any damages of any kind arising from use of this website including, but not limited to, direct, indirect, incidental, consequential and punitive damages. Further, Customer is solely responsible for damage to Customer's computer system or loss of any data that may result from the downloading of any material. Neither City of Rochester Hills nor its subcontractors shall be liable for you not having enough money in your checking account to make your payment; transfer of money from your checking account is restricted; this website was not working; circumstances beyond City of Rochester Hills control (such as flood, fire or power outage) that prevent payment; your failure to use this website properly or to properly protect your computer from viruses, spyware, malware, Trojan horses, or other malicious code; your failure to request payment sufficiently in advance of your payment due date; your financial institution's or card issuer's refusal to honor your payment; your instructions are lost or delayed in transmission to City of Rochester Hills; a reasonable security concern, such as unauthorized use, causes City of Rochester Hills not to make the payment; your account is closed; City of Rochester Hills blocked your access to this website; this website has been terminated or suspended; or this website indicates your request will not be processed. This website system may not be available at all times.

TERMINATION

Your use of this website is optional. The City of Rochester Hills reserves the right to discontinue this website at any time, for any reason, without prior written notice. The City of Rochester Hills may also temporarily discontinue this website, at City of Rochester Hills sole discretion. Termination does not affect your right and obligations for payments made on this website prior to termination.

CHANGE IN TERMS

City of Rochester Hills may change the terms of this agreement at any time. As required by law, City of Rochester Hills will inform you of any changes. Unless otherwise stated, changes will be effective immediately upon posting. Your continued use of this website will mean you agree to the new terms.

WARRANTY

Services are provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, any implied warranties or merchantability, fitness for a particular purpose, title or non-infringement, except as otherwise provided therein or required by law. City of Rochester Hills does not guarantee the security, privacy or integrity of information in transit over telephone lines. The preceding shall not be deemed

to disclaim liability specifically imposed on City of Rochester Hills or City of Rochester Hills subcontractors by statute or regulation to the extent such liability cannot be waived or disclaimed.

MISCELLANEOUS

No waiver of any terms will be effective unless in writing. You may not transfer your right or obligations under this agreement. This agreement is governed by MICHIGAN law, without regard to the state's conflict of laws, provisions and by applicable federal laws and regulations. If any term is invalid, the remaining terms shall be valid.

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