



## **OUC Terms & Conditions**

IN USING THIS WEBSITE YOU ARE DEEMED TO HAVE READ AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

### **Introduction**

This site is provided by the Orlando Utilities Commission (“OUC”) as a service to our customers. Please review the following rules that govern your use of this OUC website (the “Site”). By using and participating in this Site, you signify and acknowledge that you have thoroughly read and agree to be bound by the Terms and Conditions of use and that the Terms and Conditions of use constitute a binding legal agreement between you and OUC. You agree to provide true, accurate, current and complete information about yourself as may be requested by any registration form included in this Site and to update the information as necessary to keep it current and accurate. OUC reserves the right to update or modify these Terms and Conditions of use at any time without prior notice to you. Therefore, these Terms and Conditions of use should be reviewed whenever you use this Site, along with the Site’s privacy statement. If you cannot agree to or cannot comply with any of these terms and conditions, do not use this Site.

### **Age Restrictions**

You must be at least eighteen (18) years of age to use the OUC website. This Site is not for children and is not intended to attract anyone unable to give legal consent to these Terms and Conditions of use. By entering this Site, you verify that you are 18 years of age and have the authority to agree to be bound by the terms herein.

### **Site Security**

You are prohibited from violating or attempting to violate the security of this Site including without limitation (a) accessing data not intended for the user, or logging onto a service or an account which the user is not authorized to access; (b) attempting to probe, reverse engineer, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including without limitation, via means of submitting a virus to the Site, overloading, “flooding,” “ssmming,” “mailbombing” or “crashing;” (d) attempting to use any engine, software, tool, agent or other device or mechanism including without limitation browsers, spiders, robots, avatars, or intelligent agents, to navigate or search this Site. Violations of system or network security may result in civil or criminal liability. OUC will investigate occurrences that may involve such violations and will cooperate with law enforcement authorized in prosecuting users who are involved in such violations.

**IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE USING THIS SITE:** This Site uses cookies to store information on your computer. This policy explains how we use cookies and may be amended, from time to time, without notice. To ensure that you are using this Site with full and up-to-date information of how we use cookies, please review this policy regularly as any amended policy will be updated on this Site. By using this Site, you agree to the placement of cookies on your computer in accordance with the terms of this policy. If you do not wish to accept cookies from this Site, please either disable cookies or refrain from using this Site.

## **1. What are Cookies?**

A cookie is a text-only string of information that a website transfers to the cookie file of the browser on your computer's hard disk so that the website can recognize you when you revisit and remember certain information about you. This can include which pages you have visited, choices you have made from menus, and specific information you have entered into forms and the time and date of your visit.

## **2. Types of Cookies**

There are two main types of cookies:

1. **Session cookies:** these are temporary cookies that expire at the end of a browser session; that is, when you leave the site. Session cookies allow the website to recognize you as you navigate between pages during a single browser session and allow you to use the website more efficiently. For example, session cookies enable a website to remember that a user has placed items in an online shopping basket.
2. **Persistent cookies:** in contrast to session cookies, persistent cookies are stored on your equipment between browsing sessions until expiration or deletion. They therefore enable the website to "recognize" you on your return, remember your services and tailor services to you.

## **3. Our Use of Cookies**

We currently use only session cookies to: Help us maintain security and verify your details when you use the website as you navigate from page to page, which enables you to avoid having to re-enter your details each time you enter a new page.

Many cookies are designed to give you optimal usage of the web. For example, we use cookies to enable you to improve your user experience when using our Site, e.g. a cookie which recognizes if your browser supports specific technology features. This helps, for example, in enabling web pages to be loaded more quickly when you request the download of a file.

## **4. Refusing Cookies on this Site**

Most browsers are initially set to accept cookies. However, you have the ability to disable cookies if you wish, generally through changing your internet software browsing settings. It may also be possible to configure your browser settings to enable acceptance of specific cookies or to notify you each time a new cookie is about to be stored on your computer enabling you to decide whether to accept or reject the cookie. To manage your use of cookies, there are various resources available to you. For example the "Help" section on your browser may assist you.

## **Third Party Sites**

References on this Site to any names, marks, products or services of third parties, or hypertext links to third party websites or information, are provided solely as a convenience to you and do not in any way constitute or imply OUC's endorsement, sponsorship or recommendation of the third party, its information, products or services. OUC is not responsible for the practices or policies of third parties, nor the content or any third party sites, and does not make any representations regarding third-party products or services, or the content or accuracy of any material on such third party websites. If you decide to link to any third-party site, it is done entirely at your own risk.

## **Restricted Access**

OUC reserves the right to restrict access to areas of the Site or to deny access to the entire site at our discretion. If you are provided a user ID and password to allow access to restricted areas of this Site or other content or services, you must ensure that the user ID and password are kept confidential. If you become aware of any unauthorized use of your account or password, you must notify OUC immediately. OUC will not be liable for any loss or damage arising from any unauthorized use of your account.

## **Copyright and Other Intellectual Property**

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## **Limited Liability**

OUC shall not be liable in any way for any direct, special, punitive, consequential or indirect damages (including without limitation lost profits or lost opportunity) arising out of or in connection with this Site or the use of this Site whether or not OUC has been made aware of the possibility of such damages. Under no circumstances will OUC or its suppliers be liable for any damages or injury that results from the use of the materials on this Site. This limitation includes, but is not limited to technical, hardware or software failures of any kind; lost or unavailable network connections; or incomplete, garbled or delayed computer transmissions.

## **No Warranties**

This Site is available "as is." We do not warrant that this Site will be uninterrupted or error-free. There may be delays, omissions, interruptions and inaccuracies in the news, information or other materials available through this Site. We are not responsible for the availability or content of other services that may be linked to this Site. We do not make any warranties, express or implied, including without limitation, those of merchantability and fitness for a particular purpose, with respect to this Site or any information or services that are available through this Site. We do not make any representations, nor do we endorse the accuracy, completeness, timeliness or reliability of any advice, opinion, statement or other material or database displayed, uploaded or distributed on this Site or available through links on this Site. We reserve the right to correct any errors or omissions in this Site. Although we intend to take reasonable steps to prevent the introduction of viruses, worms, "Trojan horses" or other destructive materials, we do not guarantee or warrant that this Site or materials that may be downloaded from this Site do not contain such destructive features. We are not liable for any damages or harm attributable to such features. If you rely on this Site and any materials available through this Service, you do solely at your own risk.

No oral advice or written information given by OUC nor its affiliates, nor any of its officers, directors, employees, agents, providers, or the like, shall create a warranty; nor shall a user rely on such information or advice.

## **Enforcement of Terms and Conditions**

These Terms and Conditions are governed and interpreted pursuant to the laws of the State of Florida, United States of America, notwithstanding any principles of conflicts of law. If any part of these Terms and Conditions is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions. OUC may terminate this agreement at any time without notice for any reason. Users may terminate this agreement by discontinuing the use of all materials obtained from the OUC Convenient Billing site.

## **Privacy Policy**

OUC respects your privacy and values your trust. We take great care to ensure that your personal information is kept safe from unauthorized access and will not share your personal information in violation of any regulation or law. Keep in mind, however, that OUC is a public entity and some information may not be private under the laws which govern public entities. The only employees or companies who can access your personal information are those who use it to service your account or provide services to you or to us. OUC diligently maintains physical, electronic and procedural safeguards that comply with applicable federal standards to guard your private personal information and to assist us in preventing unauthorized access to that information. OUC shall not disclose any information about you to third parties, except as permitted by law.

OUC may gather customer information for a variety of reasons. These reasons include a desire to improve the Site, to understand which areas of the Site are used most often, to enhance the on-line experience of consumers, and for marketing and promotional purposes. The types of information gathered includes data gathered in the course of processing transactions and information provided by customers in response to surveys, sweepstakes or contests, or in response to other requests for information.

## **Password and Security**

To use the Site's new portal for services related to making payments and accepting consumption data (the "Service"), you must complete the online registration process by providing OUC with complete and accurate information on the registration form. As part of the registration process, you will choose a user name and password to access your account through the Service. You agree not to give or make available your password or provide other means to any unauthorized individuals to access the Service. OUC will send an email, to the email address you provided, confirming your Service registration. It is your responsibility to keep this email address current and to inform OUC of any changes to your email address.

Except as provided herein, you are responsible for all bill payments made through the Service using your password. Except as provided herein, you are entirely responsible for any and all activities that occur through use of your password with the Service. You could be held liable for losses incurred by OUC or another party due to someone else's use of your password or account with the Service. Except as provided herein, OUC will not be responsible for any loss you may incur as a result of someone else's misuse of your password, banking information, credit or debit card information or account through the Service, either with or without your permission. Contact OUC Customer Service immediately if you believe that your password or other means to access your Payment Account through the Service has been lost or stolen or that someone may attempt to use the Service with your password but without your consent.

### **Paperless Billing**

When you create a myOUC account you will automatically be enrolled in paperless billing and you will have access to view your monthly statements and consumption history online through your secure account. Each

month you will receive an email notification that your bill is ready to be viewed. You will no longer receive a paper bill from OUC, but you can always download and print a hard copy from your online account.

If you want to create a myOUC account but still receive a paper statement in the mail each month, after setting up your online account, click Update Paperless Status to change your billing preference.

## **Errors and Questions**

In case of errors or questions about your online transactions, or the Service, or this Site, you should contact OUC as soon as possible. If you think that your billing statement is wrong or if you need more information about a transaction listed on the statement, OUC must hear from you no later than 60 days after you received the FIRST statement on which the problem or error appeared. You must: 1) Tell OUC your name and account number; 2) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and, 3) Tell OUC the dollar amount of the suspected error. You may click here to report a billing problem to OUC via e-mail.

### **Email Address or Banking Changes**

You agree to notify OUC through the Site at least (10) ten Business Days in advance of any change in your payment account or your banking status. You are responsible for keeping your correct and current banking and email address information in your user profile. OUC reserves the right to change this Agreement from time to time, including without limitation, with respect to applicable fees and service charges. Further, OUC and/or any third party providing service on behalf of OUC may, from time to time, revise or update the programs, services, and/or related material that may render obsolete all prior versions of such programs, services and/or material. You are responsible for regularly reviewing this Agreement. Your continued use of the Service shall constitute your consent to all amendments to this Agreement.

## **AutoPay (Rely-A-Pay) Terms of Service**

AutoPay customers should carefully review their monthly billing statement to identify any abnormal consumption patterns. Doing so can point out the need for energy efficiency improvements or other money-saving measures.

In the event your check is returned, you will be assessed a return fee of \$25 or 5 percent of the face value for any check over \$500, whichever is greater, for every unpaid debit. Collection of the returned check may be handled by a third party and may be electronically debited to your bank account for the full face value of the check, plus the state allowable return fee. More than two instances of returned checks will result in automatic cancellation from AutoPay. Abnormally high consumption can cause a larger amount than expected to be deducted from your account. After reviewing your bill, it is your responsibility to contact OUC if your bill amount is higher than normal and you feel it is necessary to use an alternative payment method.

By registering and participating in OUC's AutoPay services, you authorize Orlando Utilities Commission to initiate monthly debits and/or credits to your bank account at the financial institution you have indicated.

## **Pay Plan Eligibility**

### **Limitation on Pay Plans for Customers with Broken Plans**

- A customer's failure to pay the exact amount of the required Pay Plan payment will cause the Pay Plan to be broken impacting their eligibility for future Pay Plans.

- A customer's failure to satisfy payment obligations on two consecutive Pay Plans within a rolling six (6) month period is not eligible for another Pay Plan within the current 12 month period.
- A customer's failure to satisfy payment obligations on four Pay Plans within a rolling 12 month period is not eligible for another Pay Plan within the current 12 month period.
- After the Pay Plan is created, the customer is responsible for paying both the Pay Plan amount(s) and any new charges billed by their due date.
- Customer Connection may not accept a partial payment to reconnect services.
- Customers enrolled in AutoPay are not eligible for a Pay Plan. The full amount of each bill will be drafted on the due date.
- Customers participating in the Budget Billing Program are not eligible for a Pay Plan. The full amount of each bill should be paid by the due date to maintain eligibility on the program.

## **Deposit Policy**

Based on credit and OUC payment history, some customers may be required to pay a deposit before utility service is switched on. In addition, new customers with one late payment during the first six months of service or one forced collection attempt during any 12-month period may be billed for a new or additional deposit based on twice the customer's average monthly bill.

Deposits, however, can typically be refunded after the account is two years old and there have been no forced collection attempts or more than four delinquent payments during the past 24 months.

Please also note that an account may become a cash-only account if a customer writes two or more returned checks to OUC during a 12-month period.

If you have questions about the status of your deposit or your account, contact OUC Customer Service at **407-423-9018**.

## **Disconnect Policy**

Failure to pay an OUC bill by the due date may result in the disconnection of services. OUC Power Pass customers may have their services disconnected if the account balance falls below zero.