Terms and Conditions Access Guidelines

You (the Customer) are responsible for maintaining the confidentiality of your user ID and password to access your Pacific Power Web account. You are fully responsible for all activities that result from the use of your user ID and password. You acknowledge that multiple users can access electric account information online if they provide the required information during the online registration process (e.g. the last four digits of the Social Security Number for the customer or co-customer on the account) provided at the time the electric account was established.

You acknowledge that you should notify Pacific Power immediately at 1-800-538-4228 for any breach of security or unauthorized use of your Web account information and/or electric account information. You agree that Pacific Power will not be liable for any loss that you may incur as a result of someone else using your Web account information, either with or without your knowledge. You agree that you may not use anyone else's Web account information at any time.

You agree not to use the online payment options for illegal purposes or for the transmission of material that is unlawful, harassing, libelous, invasive of another's privacy, abusive, threatening, or obscene, or that infringes on the rights of others.

Customer Information

You acknowledge that it is your responsibility to ensure that the contact and other information you provide Pacific Power for any of the online payment options is accurate and complete. Contact and other information should be updated on this website. You acknowledge that any costs or fees that you incur due to having provided account or other information that is not accurate shall not be the responsibility of Pacific Power.

Anytime your personal information, account and banking information, and email address changes, you bear the responsibility to update your Pacific Power Web Account by making changes (including changes to your email address) on this website. There may be occasions when the customer's stored bank information will be automatically updated if your financial institution informs Pacific Power that your bank account has changed due to a bank merger or other similar actions. You acknowledge that you should not, however, rely on this happening automatically and you are therefore responsible for assuring that your account information remains correct.

Privacy of your personal information is a priority for Pacific Power. Please review our privacy policy at <u>pacificpower.net/privacy</u>.

Online Payment Options

You are either setting up automatic payments or submitting an online payment. Please read the applicable terms for Automatic Payments, Online Payments or Gift Payments.

Automatic Payments

By accepting the Terms and Conditions, you have authorized Pacific Power to automatically withdraw the amount of your electric bill from your account at your designated financial institution on the due date of your bill. You represent that you are legally authorized to use the bank account to pay your Pacific Power bill.

By accepting the terms and conditions, you acknowledge that you have authorized Pacific Power to post the indicated payment amount on your electric bill account on the monthly due date specified on your statement, provided that such payment will be processed with your bank and posted to your bank account one business day in advance of the payment date, and that you are legally authorized to use this bank account to pay your Pacific Power bill.

Automatic payments will take effect on your next month's bill. To keep your account current, you acknowledge that you should use a different payment option to pay your current month's bill.

Customers who have enrolled in automatic payments through a mailed-in application can change their bank account information online by establishing a user ID and password and submitting the new bank account on the website. Only that person will be able to make changes to banking information from that time forward.

You may cancel your enrollment in automatic payments at any time by de-enrolling from the program on our website or by calling us directly at 1-888-221-7070.

Online Payments

By accepting the terms and conditions, you acknowledge that you have authorized Pacific Power to post the indicated payment amount on your electric bill account on the date specified on the website or via text message. Future dated payments will be processed with your bank and posted to your bank account one business day in advance of the payment date, and that you are legally authorized to use this bank account to pay your Pacific Power bill.

A future dated payment can be canceled before approximately 2 p.m., PT one business day prior to the specified payment date. If a payment has already been sent by the bank, the payment may be reversed and a check will be mailed after a minimum seven business-day wait period. Cancellation by you of a payment does not relieve you of the responsibility to pay that Pacific Power bill in a timely manner by other means.

A payment made on the same day can be canceled before approximately 2 p.m. If a payment has already been sent by the bank, the payment may be reversed and a check will be mailed after a minimum seven business-day wait period. Cancellation by you of a payment does not relieve you of the responsibility to pay that Pacific Power bill in a timely manner by other means.

By accepting the terms and conditions, you acknowledge that you have authorized Pacific Power to withdraw the indicated payment amount on the date you submitted the payment on the website and you are legally authorized to use the bank account to pay your Pacific Power bill.

Guest Pay

Once a guest payment has been submitted it cannot be cancelled. When a payment has been sent by the bank, the payment may be reversed and a check will be mailed after a minimum seven business-day wait period. Contact your financial institute if you need to dispute the payment. Cancellation by you of a payment does not relieve you of the responsibility to pay that Pacific Power bill in a timely manner by other means.

Gift Pay

Gift payments that have not been submitted to the bank that have been given a Gift Pay ID number can be cancelled. Please call I-800-469-1418 for assistance with cancelling a payment that has not been submitted to the bank. Once a gift payment has been submitted and receives an ACHPAY confirmation number, it can be cancelled by calling I-888-221-7070 up until approximately 2 p.m., PT. When a payment has already been sent to the bank, the payment may be reversed and a check will be mailed after a minimum seven business-day wait period. Contact your financial institute if you need to dispute the payment. Cancellation by you of a payment does not relieve you of the responsibility to pay that Pacific Power bill in a timely manner by other means.

Paperless Billing

You agree that enrollment in automatic payments or making an online payment also enrolls you in paperless billing for all future bills for this electric account, if applicable. If you prefer to continue to receive paper bills through the mail, you can call Pacific Power directly at 1-888-221-7070.

Returned Payments

You acknowledge that returned payments may be subject to a fee that will be added to your electric bill. This fee is in addition to any fees assessed by your financial institution. You understand that three or more returned payments within a consecutive 12-month period will result in being blocked from paying your bill with the Online Payment or Automatic Payment options. When your history of returned payments is below the designated threshold, your access to these payment options will be automatically restored. Please contact us at 1-888-221-7070 if you have any questions.

Proprietary Rights

You acknowledge and agree that Pacific Power and its licensor own all rights to this website and the content displayed on the site. You are only permitted to use this content as expressly authorized by Pacific Power. You may not copy, reproduce, distribute or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of Pacific Power's technology.

You agree that Pacific Power has the right to change or discontinue the online programs at any time without notice. You agree that Pacific Power will not be liable to you or any third party for any modification or discontinuance of the online programs.

Indemnification

You agree to protect and fully compensate Pacific Power, its employees, agents, affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney fees) caused by or arising from your use of the online options, your violation of the Terms and Conditions or your infringement, or infringement by any other user of your account, or any intellectual property or other right of anyone.

Legal Material

Pacific Power shall not be responsible for failure to complete transactions when such failure is due to circumstances beyond the control of Pacific Power, such as, but not limited to, natural disasters, failures of third parties or interference from an outside source, which prevent the proper execution of the transaction, and Pacific Power has taken reasonable steps to avoid such circumstances.

You expressly understand and agree that your use of the service is provided on an "as is" and "as available" basis. Pacific Power expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Your Web account and the online payment options will be operated and used at all times subject to applicable laws, rules, regulations and decisions of federal and state governmental authorities. In the event of a dispute, you agree that all disputes shall be settled in accordance with the Terms and Conditions provided herein.

Consumer Disclosures and Customer Consent

You agree that the Terms and Conditions to access and use Pacific Power's website, which appears at the bottom of each page on Pacific Power's website under the "Terms of Use" link, are part of these Terms and Conditions and therefore are part of the agreement between you and Pacific Power.

To the extent any law requires these Terms and Conditions be provided to you in writing, by checking the authorization box you hereby consent that (I) this electronic version of these Terms and Conditions meets such requirement and (2) that subsequent electronic authorizations related to online payments meet such requirements. You further acknowledge that you have neither withdrawn your consent to substitute this electronic version of the Terms and Conditions for a written copy nor have you withdrawn your consent to authorize electronic debits from your bank account. Your consent, unless revoked as set forth above, will continue from month-to-month pursuant to the Terms and Conditions in the "Automatic Payments" section of these Terms and Conditions.

Even though you have consented to the electronic version of these Terms and Conditions, you may obtain a paper copy of these Terms and Conditions related to your electronic payments by contacting Pacific Power at I-800-538-4228. If you choose at any point to withdraw your consent to the electronic version of the Terms and Conditions or to the ongoing use and availability of other electronic authorizations related to the online payment or automatic payment options, you agree that Pacific Power may terminate the online payment relationship established under these Terms and Conditions, at which point you will have the responsibility of paying your bill by other means.

Acceptance of Terms and Conditions

You are subject to all the above Terms and Conditions when you register a Web account and use our online payment options. By clicking on the authorization checkbox, you are affirming your agreement to these Terms and Conditions when submitting online payments or setting up automatic payments, and paperless billing, if applicable. You are also confirming that you accept and agree to these Terms and Conditions, or any future modification thereof, as a pre-condition to your being granted access to use Pacific Power's online payment options.