



Utilities
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FORT COLLINS UTILITIES ("Utilities") USER ACCOUNT SERVICES TERMS OF USE (September 2021)

NOTE: BY USING THE FORT COLLINS UTILITIES USER ACCOUNT SERVICES WEB SITE, YOU (as a Customer) ACCEPT THE FOLLOWING TERMS OF USE AND PRIVACY STATEMENT. IF YOU DO NOT ACCEPT THESE CONDITIONS, PLEASE DO NOT USE THE FORT COLLINS UTILITIES USER ACCOUNT SERVICES WEB SITE.

Welcome to fcgov.com/utilities. This web site (the " Site"), fcgov.com/utilities, fconnexion.com, and User Account services (the "Services"), are operated by the City of Fort Collins Colorado ("we", "us", "our", "the City", or "Fort Collins Utilities"). For Site and Services inquiries, click on the "Contact Us" link.

Updates

Please check these Terms of Use frequently, as we may from time to time amend the Terms of Use by posting revised language on this Site. The most up-to-date version of the Terms of Use will be available for review on the Site; amendments will become effective at the time they are posted. Your continued use of the Site and/or Services after amendments are posted will constitute your acceptance of such amended terms. We may at any time modify or discontinue any aspect or component of the Services. If you breach any of these Terms of Use, we may terminate your right to use the Services.

Terms of Use

We provide a variety of information and services to broadband, electric, water, wastewater and stormwater ("utility") customers. You may use these Services solely for personal internal, residential, or business purposes and pursuant to these Terms of Use.

1. User Accounts

a. The Services offer our customers a variety of functions and services, as described more fully in Section 2. Many of the Services will involve information about customer accounts and other personal information. To protect your privacy, we may require that you establish one or more user accounts to access such Services ("User Account"). We reserve the unqualified right (i) to accept or decline any application to open a User Account; (ii) to terminate any User Account; and (iii) to discontinue the provision of any Service related to any User Account.

b. In connection with establishing your User Account, you will either designate or receive a username and password or personal identification number (PIN) that you will use to establish your identity when logging-in to use certain Services. With regards to information associated with your User Account, you agree as follows:

- (i) to provide accurate and complete information when establishing a User Account;
- (ii) to update your information as necessary so it remains accurate and complete; and
- (iii) not to impersonate any other person, operate under an alias, or otherwise conceal your identity.

c. The right to use the Services and functions of a User Account on the Site is limited to you (as the person enrolling) and those authorized persons to whom you give your username, PIN or password ("Credentials"). You are responsible for safeguarding your Credentials and agree to hold harmless the City of Fort Collins from any claims resulting from improper use of your Credentials. You agree to be responsible for all acts or omissions with respect to access to or use of a User Account by any person using your Credentials. Please



notify us immediately by sending us an e-mail message if you believe that the security of your Credentials, or any other personally identifiable information, has been compromised.

d. Information collected from your use of the Site (including information about your utility account and personal information) is also subject to the City of Fort Collins general web site privacy policy at <https://www.fcgov.com/legal/privacy>.

2. Services

a. Billing Information. You may view your account billing history information.

b. Bill Payment Services. You may pay your Fort Collins Utilities or Connexion bill(s) by using the bill payment service ("Payment Service") within the Site. When you request to pay a bill through the Site, Fort Collins Utilities, in conjunction with payment processors, will debit the checking, savings, money market or credit card account that accepts electronic debits on file for your account at the time of the payment request. To use the Payment Service, you must accept Fort Collins Utilities' Terms of Use and Privacy Statement.

c. Current Information. Residential and business customers may also use the following services:

- (i) View monthly utility statements,
- (ii) Check past due balance, total current charges, amount due, and last payment, and
- (iii) Make payment arrangements for past due bill balances.

3. User Conduct

While using the Services, You MAY NOT:

a. retransmit, republish, distribute, reuse, resell, repost, re-engineer, or make multiple copies of the Services or any portion thereof without our prior written consent;

b. upload, post, publish, transmit, reproduce, or distribute through the Site any material that

- (i) infringes any third party's copyright, patent, trademark, service mark, trade dress, trade secret, or other proprietary rights, or which violates any contractual, fiduciary, or judicially imposed nondisclosure obligations;
- (ii) contains advertising solicitations, bulk unsolicited emails or spam, chain letters, pyramid opportunities, or offers for the sale of goods or services;
- (iii) is vulgar, obscene, profane, hateful, sexually explicit, or otherwise objectionable, or contains links to such material; or
- (iv) encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law, regulation, or government order

c. engage in conduct, through the Site, that is unlawful, threatening, harassing, abusive, fraudulent, defamatory, libelous, or invasive of the privacy or publicity rights of others;

d. alter, interfere, or disrupt the content or functioning of the Site or the Services, including uploading, posting, or transmitting any material that

- (i) contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that damage, interfere with, capture, intercept, or expropriated the Web Site or any data contained therein; or
- (ii) unreasonably burdens the operation of the Site;

g. use the Services to gain unauthorized entry or access to other computer systems or networks;



h. "mirror" the Services or any of its content on any other server without the express prior written permission of the City;

i. Impersonate any person or entity, falsely state, or otherwise misrepresent your affiliation with any person or entity, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any content that you post or otherwise transmit to us via the Site; or

4. Service Initiation and Termination

a. General Service initiation

- (i) Automatic payment services. You must accept all applicable enrollment terms and conditions before beginning automatic payment services.
- (ii) Paperless services. You must accept all applicable enrollment terms and conditions before paperless bill delivery.
- (iii) Portal enrollment terms. You must accept all applicable terms and conditions upon registering for a portal account.
- (iv) Share account terms. You must accept all applicable terms and conditions when sharing a portal account with a third party.
- (v) New customer terms. You must accept all applicable terms and conditions to begin services as a new utility customer.

b. Broadband service initiation.

- (i) When requesting to start broadband utility services, you must affirm You are
 - at least 18 years of age; and
 - either the property owner or an authorized owner's agent of the property to be served or have documented approval from the property owner or owner's agent to install broadband services. Documentation of such approval shall be produced upon request of Fort Collins Utilities.
- (ii) When requesting sales and manage services, you must accept all applicable terms and conditions for account activation or upgrade.

c. Terminating utility service(s). In our sole and absolute discretion, we may, without notice, restrict or terminate any person's use of the Site or Services, including but not limited to User Accounts, usernames, passwords or personal identification numbers. Upon termination, you agree to immediately delete or destroy any downloaded or printed material obtained from the Site and/or Services. Any such restriction or termination will not relieve any person of obligations incurred and accrued prior to the effective date of such termination.

5. Disclaimer of Warranties

a. Site, Services and/or any content, information, software, functions, and applets provided on or through the Site and/or Services are made available "as is" and "as available". The City does not warrant that the Site, Services and/or any content or service provided in connection with the Site and/or Services will be timely, secure, uninterrupted, or error-free, or that defects in the Site, Services and/or in any content or service provided on or through the Site and/or Services, if any exist from time to time, will be corrected. The City will not be responsible for errors, omissions, interruptions, deletions, defects, or delays in the operation or transmission of the Site, Services and/or related content, for communication line failures, or for computer viruses associated with the operation of the Site. The City makes no warranty regarding any information made available through or on the Site and/or Services. THE CITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SITE AND/OR SERVICES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE,



NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE AND/OR SERVICES IS AT YOUR SOLE RISK.

b. No City employee, agent, representative, or any third party is authorized to create any warranty of any kind not expressly made in these Terms of Use.

6. Limitation of Liability

The City, its affiliates and subsidiaries, and their officers, directors, employees, agents, successors, or assignees, will not be liable to You or any third party for any indirect, consequential, incidental, exemplary, special, or punitive damages (including without limitation damages resulting from lost data, lost profits, or costs of procurement of substitute products or services) arising out of or in connection with the Site or any of the services available on or through the Site and/or Services, regardless of whether the City has been advised of the possibility of such damages.

7. Indemnity

You agree to indemnify and defend the City, its affiliates and subsidiaries, and their officers, directors, employees, agents, successors, or assignees, for any liability as to You or any third party for any indirect, consequential, incidental, exemplary, special, or punitive damages (including without limitation damages resulting from lost data, lost profits, or costs of procurement of substitute products or services) arising out of or in connection with the your use of Site or any of the services available on or through the Site and/or Services.