



# Lee County Utilities

## Customer Service

ONLINE AND MOBILE APP

Terms and Conditions

August 2016



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**I. ONLINE CUSTOMER SELF-SERVICE CENTER AND MOBILE APP**

A. Acceptance of Terms and Conditions:

1. By participating in LCU's online Customer Self-Service Center and/or mobile app, you agree to be bound by the terms and conditions stated below.
2. You also agree that certain information may be subject to public records request, under Chapter 119 of Florida Statutes.

B. Communications:

1. Bill notices and other important notices about your account will be sent to you electronically from mailboxes with the following address: [utilities@leegov.com](mailto:utilities@leegov.com). Please add this email to your address book so they are not marked as spam by any email filtering software you may use. Email communications for which you would like to reply should be sent to: [utilities@leegov.com](mailto:utilities@leegov.com).
2. You may receive emails from us (or a third party acting on our behalf) containing information we think you may find helpful or interesting ("informational emails"). If required by law, you will be given the option to "opt out of" receiving future informational emails.

C. Electronic Signatures:

1. An electric signature may be used to sign writing and shall have the same force and effect as a written signature, as per Florida Statute.

D. Payment Options:

1. When you elect an electronic payment option, you authorize LCU to withdraw funds from your designated payment account for the amount you authorized. You also represent and warrant that you are legally authorized to make withdrawals from your designated payment account, and to permit others to make withdrawals from that account on your behalf.
2. By enrolling in a payment option through the Customer Self-Service Center, you represent and warrant that you either: i) are using your actual identify and all information you provide to LCU is accurate and complete or ii) are authorized to access information related to the accounts attached to the User Profile. In either case, you will notify us immediately and cease using the system if you are presented with account information you are not authorized to access. You also agree that the information you provide to LCU may be verified for accuracy, and that LCU has the right to obtain financial information regarding your account from your financial institution in order to resolve payment posting problems.

a.) Autopay with checking/savings account

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You may set up automatic recurring payments to be withdrawn from your checking account. If you choose this electronic payment option, your payment will be processed on the date your bill is due and presented to your financial institution for funding that evening. Any outstanding balance could be debited from your financial account within 24 hours of your successful enrollment, which will be sent to you in a confirmation email. You should use another payment option to ensure timely bill payment until you are notified that your enrollment has been processed.

b.) Autopay with credit card account

You may set up automatic recurring payments to be withdrawn from your credit card account. If you choose this electronic payment option, your payment will be processed on the date your bill is due and presented to your financial institution for funding that evening. Any outstanding balance could be debited from your financial account within 24 hours of your successful enrollment, which will be sent to you in a confirmation email. You should use another payment option to ensure timely bill payment until you are notified that your enrollment has been processed.

c.) One-time online payment

If you choose to use the One-time online payment option, you must log into Customer Self-Service Center each month and designate the amount and date of withdrawal of your payment prior to your bill's due date to ensure timely payment.

3. Canceling Pending Electronic Payments

- a.) Customers who use the one-time payment features in the Customer Self-Service Center may cancel scheduled payments up until the date and time listed on the Payment Confirmation page.
- b.) Customers who have elected the Autopay option must de-enroll from these payment options in order to stop the automatic withdrawal of future payments. De-enrollment from Autopay may not prevent the withdrawal of the first payment due after the de-enrollment date.
- c.) LCU will not assist with stop payment requests. Please contact your financial institution directly to stop payment. Your financial institution may charge a fee for this service.

4. Failed Transactions

a.) LCU shall not be responsible for its failure to post electronic payments authorized by you under the following circumstances:

- 1.) Your payment account does not contain sufficient funds to complete the transaction.
- 2.) You did not provide LCU with correct payment account information, or with your correct name, address, phone number or email address.
- 3.) Circumstances beyond the control of LCU prevent the proper execution of the transaction. Such circumstances include, by way of example and not limitation, flood, fire, interference from an outside force, or malfunction of a third party payment processing center.

E. Paperless Billing:

1. Paperless Billing Enrollment:

By enrolling or registering for the Paperless Billing service, you are indicating that you would like to use Paperless Billing to view your LCU invoices online. By registering and completing the required online forms, you will receive confirmation that you are enrolled. The next time your account is billed you will receive an email notification that a new invoice is available online. After registering, you may elect to discontinue Paperless Billing presentation by email notification to LCU.

2. Limitations, Charges, and Cancellation

a.) Service Limitations

LCU will take commercially reasonable efforts to make your Paperless Billing experience productive and pleasant. However, technical or other difficulties cannot always be foreseen or anticipated. These difficulties may result in loss of data, personalized settings or service interruptions.

b.) Paperless Billing Changes and Discontinuation

LCU reserves the right to change or discontinue Paperless Billing, temporary or permanently, at any time without notice. LCU will not be liable to you or any third party for any damages associated with any modification or discontinuance of the service.

c.) Cancellations

You may cancel your Paperless Billing enrollment any time by changing your request through our online Customer Self-Service Center.

3. Conditions for Use:

a.) The following conditions are required for your benefit and security and comply with applicable laws. Any conduct that violates these usage conditions is grounds for termination of Paperless Billing enrollment.

- 1.) Provide Accurate Information
- 2.) You agree to provide true, accurate, current and complete information about you as requested in the Paperless Billing registration form, and account set-up forms.
- 3.) You agree not to misrepresent your identity.
- 4.) You agree to keep your registration and account information up to date and accurate.

b.) Guard your Password

- 1.) You will be asked to select a User ID and password when registering. You are responsible for maintaining the confidentiality of your ID and password.

4. Applicable Laws:

a.) You agree not to use Paperless Billing for illegal purposes or for the transmission of material that is unlawful, harassing, libelous, invasive or another's privacy, abusive, threatening, or obscene, or that infringes or misappropriates the rights of others.

5. Proprietary Rights:

a.) You acknowledge and agree that LCU and its service provider, Vertex Business Services, Inc. own all rights to this website and content. You are only permitted to use this content as expressly

authorized. LCU grants the right to download, view, copy and print documents and the graphics incorporated therein from Paperless Billing for personal and non-commercial purposes only. Nothing on or obtained from the site may be altered or modified in any way, shape, or form, without the advance express permission of LCU. LCU retains any and all of its copyrights to the entire site. Any use of copyrighted material requires the advance written permission of LCU.

6. Rights you Grant to LCU:

a.) Advertising:

- 1.) You agree that LCU may display advertisements and promotions of all kinds in and with Paperless Billing.

b.) Account access:

- 1.) In order to ensure that LCU is able to provide high quality services, you agree that LCU's employees may have access to your account and records as reasonably needed to investigate complaints and/or otherwise provide service and support, as needed.

F. Changes in Your Information

It is your sole responsibility to ensure that the contact and account information in your Customer Self-Service Center profile, including but not limited to your name, address, phone number and email address, remain current and accurate. You must sign in promptly to LCU's Customer Self-Service Center to update this information if it changes.

G. Errors and Questions

Contact LCU at 239-533-8845 or by email: [utilities@leegov.com](mailto:utilities@leegov.com) to report errors in your Paperless Billing or electronic payment transaction(s), or to ask questions about your online account.

H. Disputes

In the event of a dispute regarding LCU's Customer Self-Service Center, you agree to resolve that dispute according to these Terms and Conditions. Dispute involving a credit card payment, including but not limited to chargebacks and fraud, must be resolved by your credit card company. LCU is not responsible for research or resolution of credit card payment disputes. Notwithstanding the foregoing, you agree that LCU must obtain financial information regarding your payment account from your financial

institution for certain purposes (for example, to resolve payment problems or to verify that you are the owner of the account).

I. Disclaimer of Warranties

You expressly understand and agree that:

Your use of LCU's Customer Self-Service Center (collectively, "The Service" and electronic payment options is at your sole risk. The service is provided on an "as-is" and "as-available" basis. LCU 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 noninfringement.

You further expressly understand and agree that LCU does not warrant that the service will meet your requirements, or that the service or the information provided by the service will be error-free. LCU does not warrant that the service will function properly in combination with your equipment, or that the files, content, and/or other information, if any, accessed or downloaded from the service will be free from infection by malicious or destructive code.

J. Limitation of Remedies and Liability

You agree that your sole remedy arising from your inability to use or access the service from defects in the service or LCU's web site, or from any other matter arising from your use of the service or the website, is to make payment on your account using a nonelectronic payment method.

In no event shall LCU be liable for direct, indirect, special, incidental or consequential damages, including but not limited to, loss resulting from business disruption, loss of data, lost profits, lost goodwill or damage to systems or data, whether in an action for contract, tort (including negligence) or otherwise, even it LCU has been advised of the possibility thereof.

K. Lee County Utilities' Reserved Rights

In addition to all other rights to LCU hereunder, LCU reserves the right to terminate, cancel or modify, in whole or in part, the Customer Self-Service Center at any time and from time to time, upon approval from the Board of County Commission.

L. Public Records

As a State of Florida governmental agency, LCU is subject to Florida's open records laws (Per Florida Statute, Chapter 119, Public Records), indicating that certain records are subject to public records requests. Florida Statute 119.071 lists general exemptions from inspections or copying of public records. Florida Statutes may be viewed online at [www.leg.state.fl.us](http://www.leg.state.fl.us).



M. Entire Agreement

You agree that these Terms and Conditions are the complete and exclusive statement of the services to be provided, that they supersede any prior agreement, and that they can be modified only in writing. These Terms and Conditions may not be modified or altered verbally by any LCU employee or representative.