



## Terms and Conditions

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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 agree to the terms and conditions stated herein.

### AUTHORIZATION FOR AUTOMATED CLEARINGHOUSE (ACH) DEBITS

Use of your Site Password(s) and entry of the Authorization Code authorizes Southern Maryland Electric Cooperative, and parties authorized by Southern Maryland Electric Cooperative, to originate single entry or recurring ACH debits to your checking or savings account and your financial institution to honor those debits. These transactions will be conducted pursuant to Federal Regulation E and NACHA WEB regulations and guidelines.

### CARD PAYMENTS

Your entry and submission of Credit, Debit, or ATM card information to this site authorizes Southern Maryland Electric Cooperative, and parties authorized by Southern Maryland Electric Cooperative, to initiate payments to applicable card Associations and Networks and your financial institution or card issuer to honor those payments. These transactions will be conducted pursuant to Association and Network regulations and guidelines.

### PAYMENTS AND FEES

This website is for Southern Maryland Electric Cooperative accounts only and allows users to make payments from \$5.00 to \$4000.00. Southern Maryland Electric Cooperative does not charge users any fee for making payments. However, you are responsible for any fees charged by your financial institutions and card issuers arising directly from the transaction itself or related to the transaction such as but not limited to overdraft fees, return fees, periodic interest charges, and late fees.

### PAYMENT TIMING AND CREDIT

PAYMENTS MADE AFTER 3:00:00 PM EASTERN TIME OR ON A DAY OTHER THAN A BUSINESS DAY ARE PROCESSED THE NEXT BUSINESS DAY. WEEKENDS AND HOLIDAYS ARE NOT BUSINESS DAYS. Your online payment is reflected immediately on the website for your record. However, it will be reflected on your billing records in 2 to 3 business days. You will incur applicable late payment charges if your outstanding amount becomes overdue during the 2 to 3 business days before your payment is recorded on your billing records.

### PAYMENT REVOCATION

You may cancel an ACH payment on this website or by calling Southern Maryland Electric Cooperative at 1-888-440-3311 on a business day before your payment is scheduled to be made. Card payments are

considered final at the time they are submitted and can only be reversed by contacting Southern Maryland Electric Cooperative at 1-888-440-3311. Southern Maryland Electric Cooperative reserves the right to refuse to complete your online payment even after you have made or scheduled the payment online.

#### DOCUMENTATION

Payments and fees made by ACH, Debit Card, or ATM Card will be listed as "8884403311" (Southern Maryland Electric Cooperative's customer service phone number) on your checking account statement. Credit Card payments will be listed on your credit card statement. Users should print copies of payment receipts from this website, and a confirmation email from [csrequests@smeco.coop](mailto:csrequests@smeco.coop) will be delivered to the email address you designate. You will also receive an email whenever a payment is changed or canceled, should an ACH payment return, and should you enroll in or change the terms of your recurring ACH enrollment.

#### ACCURACY OF PRESENTATION

Southern Maryland Electric Cooperative does not guarantee that the account information presented online is always complete, accurate and up-to-date. In cases where the information presented online, either in part or in whole, differs from your billing records at Southern Maryland Electric Cooperative, the latter shall have precedent over the former.

#### ERROR RESOLUTION

ALL QUESTIONS ABOUT PAYMENTS MADE VIA THIS WEBSITE SHOULD BE DIRECTED TO SOUTHERN MARYLAND ELECTRIC COOPERATIVE. Southern Maryland Electric Cooperative is responsible for resolving all errors in payments made via this website. In cases of errors and/or questions about your payment, call or write Southern Maryland Electric Cooperative at the phone number, email or mailing address provided below. Contact Southern Maryland Electric Cooperative about payment errors listed on your Checking Account or Credit Card statement no later than 60 days with your Southern Maryland Electric Cooperative account number and website payment confirmation number. Errors in your Checking Account or Card statements that are unrelated to this website should be directed to your financial institution or card issuer.

#### USE OF CUSTOMER INFORMATION

Southern Maryland Electric Cooperative may disclose information to third parties about your account(s) or the payments you make: (1) where it is necessary for completing payments; or (2) in order to verify the existence and conditions of your account(s) for a third party, such as a credit bureau or merchant; or (3) in order to comply with laws, regulations or government agency or court orders; or (4) if you give Southern Maryland Electric Cooperative your written permission; or (5) if Southern Maryland Electric Cooperative arranges with another party to provide part of the services; 6) Southern Maryland Electric Cooperative will also share limited customer information with marketing partners, such as Bank One and Action Antenna to offer services endorsed by Southern Maryland Electric Cooperative and of benefit to our customers. Under all sharing arrangements, Southern Maryland Electric Cooperative requires its service providers and marketing partners to keep such information confidential and prohibits them from disclosing such information to anyone for any other purpose.

## LIABILITY

Southern Maryland Electric Cooperative's liability is limited by law and limited to those damages proximately caused. If Southern Maryland Electric Cooperative's error was unintentional and is determined to have resulted from a bona fide error, Southern Maryland Electric Cooperative's liability is limited to actual damages. Neither Southern Maryland Electric Cooperative nor its subcontractors shall be held liable for: if through no fault of Southern Maryland Electric Cooperative, you do not have 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 Southern Maryland Electric Cooperative's control (such as flood or fire) prevent payment despite reasonable precautions; you fail to use this website properly or fail to properly secure your computer from viruses, spyware, Trojan horses, or other malicious code; you do not request payment sufficiently in advance of your payment due date; your financial institution or card issuer refuses to honor your payment; your instructions are lost or delayed in transmission to Southern Maryland Electric Cooperative; a reasonable security concern, such as unauthorized use, causes Southern Maryland Electric Cooperative not to make the payment; your account is closed; Southern Maryland Electric Cooperative has blocked your access to this website; this website has been terminated or suspended; 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. Southern Maryland Electric Cooperative reserves the right to discontinue this website at any time, for any reason, without prior written notice. Southern Maryland Electric Cooperative may also temporarily discontinue this website, at Southern Maryland Electric Cooperative's sole discretion. Termination does not affect your right and obligations for payments made on this website prior to termination.

## CHANGE IN TERMS

Southern Maryland Electric Cooperative may change the terms of this agreement at any time. As required by law, Southern Maryland Electric Cooperative will inform you of any changes. Unless otherwise stated, changes will be effective immediately. 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 OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, EXCEPT AS OTHERWISE PROVIDED THEREIN OR REQUIRED BY LAW. YOU AGREE THAT NEITHER SOUTHERN MARYLAND ELECTRIC COOPERATIVE NOR ANY SUBCONTRACTOR OF SOUTHERN MARYLAND ELECTRIC COOPERATIVE SHALL HAVE ANY LIABILITY FOR SPECIAL INCIDENTAL, DIRECT, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. SOUTHERN MARYLAND ELECTRIC COOPERATIVE DOES NOT GUARANTEE THE SECURITY, PRIVACY OR INTEGRITY OF INFORMATION IN TRANSIT OVER TELEPHONE LINES. THE PROCEEDING SHALL NOT BE DEEMED TO DISCLAIM LIABILITY SPECIFICALLY IMPOSED ON SOUTHERN MARYLAND ELECTRIC COOPERATIVE OR SOUTHERN MARYLAND ELECTRIC COOPERATIVE'S

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 MARYLAND laws, 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. These terms are in addition to any other agreement you have with Southern Maryland Electric Cooperative.

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