

## Terms & Conditions – Customer Service Portal

Summit Utilities, Inc. and its natural gas subsidiaries (“Summit”) allow registered Summit’s customers (“User”) access to a free electronic payment and service area, and related networks, referred to as the customer service portal (“CSP”). The CSP allows Users to update their account and payment information, make electronic payments on service invoices, or dispute an invoice.

1. **Terms & Conditions Binding.** These Terms and Conditions form a legally binding agreement between User and Summit, and supersede and replace any prior agreements to the contrary. All Users agree to abide by these Terms and Conditions as a condition of being permitted access to the CSP. User may not access or use any content on the CSP if it does not accept these Terms and Conditions.
2. **No Offer.** The CSP is provided free of charge as a courtesy. The CSP does not constitute an offer of any kind or create any sort of binding relationship, contractual or otherwise, between Summit and the User, except as stated within these Terms and Conditions.
3. **Access.** In order to access the CSP, a Summit natural gas customer must register for the CSP and be approved by Summit. User warrants that the personal information submitted to Summit in connection with the registration process is true, accurate, current, and complete. It is the User’s responsibility to keep all personal information submitted to CSP up-to-date. Summit reserves the right to refuse or limit access to any customer for whatever reason.
4. **Username & Password.** As part of the registration process, Summit will provide User with an account username and User will be able to choose the account password (cumulatively, the “Account Information”). User shall be responsible for maintaining the confidentiality of its Account Information. User is prohibited from sharing its Account Information with any third party.
5. **Account Access.** User is fully responsible for all activities that occur on the CSP. It is the User’s responsibility to immediately notify Summit of any unauthorized use of their account, any breach of security, or the loss, theft, or disclosure of the Account Information. User is responsible for any direct or indirect damages resulting from its failure to keep the Account Information confidential, or failing to report any unauthorized use.
6. **Corporate / Business Accounts.** It is the responsibility of corporate or business Users to monitor and limit the CSP access they provide to their employees, as well as whatever Account Information is shared with employees. Summit is not responsible for any unauthorized changes made to a corporate or business Users account by said Users’ employees.
7. **Account Restriction.** Summit reserves the right to suspend, limit, refuse, terminate, or restrict User access to the CSP. In addition, Summit reserves the right to introduce additional access restrictions to the CSP, at any time and at Summit’s sole discretion.
8. **Term and Termination.** User’s right to access the CSP expires when User is no longer a natural gas customer of Summit. In addition, Summit may at any time and for whatever reason limit or terminate User’s ability to access the CSP.
9. **Rules of Conduct.** Use of the CSP is subject to all applicable laws and regulations. User agrees to access the CSP only through the interface provided on Summit’s website. User shall not access the CSP through any other method, and shall not interfere, modify, alter, or in any way change the CSP. User agrees not to attempt to gain unauthorized access to any part of the CSP or other user accounts. Any attempt to deliberately damage the CSP or gain unauthorized access is a violation of criminal and civil laws.
10. **Suspension of Service.** Summit may suspend all or part of the CSP to perform maintenance activities, software updates, hardware updates, prevent unauthorized access, in the event of a force majeure event, for economic reasons, or in the event of any sort of emergency.

11. **Modifications.** Summit reserves the right to revise, modify, amend, or discontinue the CSP or any aspect thereof at any time, without notice to User. Any revisions, modifications, or amendments will be effective when posted. The continued use of the CSP after any such revisions, modifications, or amendments have been published constitutes User's binding acceptance of them.
12. **Trademarks.** The trademarks, logos, illustrations, graphics, trade names, and service marks ("Marks") displayed on the Summit websites or CSP are the property of Summit or other third parties. User is not permitted to download, copy, or in any way use these Marks without the prior written consent of Summit or the applicable third party.
13. **Copyrights.** Summit either owns the copyright and related intellectual property rights utilized in the CSP, or has obtained permission from third parties to make it available to you. You may not reproduce, modify, sell, distribute, or create derivative works based on the CSP unless you have been specifically authorized to do so by Summit or the applicable third-party.
14. **Privacy / Confidentiality.** All personal information collected by Summit through the CSP will be treated in accordance with Summit's Privacy Policy.
15. **Indemnification.** User agrees to indemnify and hold harmless Summit, its officers, directors, employees, and agents, against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorney's fees and costs, due to or arising out of User's misuse of the CSP, violation of these Terms and Conditions, or violation of any third party rights.
16. **Warranty Disclaimer.** UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, THE CSP IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USER USES THE CSP AT THEIR OWN RISK. SUMMIT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE FUNCTIONALITY OR USEFULNESS OF THE CSP. SUMMIT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
17. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, USER AGREES THAT SUMMIT IS NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH USE OF THE CSP OR INABILITY TO USE THE CSP, EVEN IF SUMMIT WAS PREVIOUSLY ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE.
18. **Jurisdiction.** THE VALIDITY, INTERPRETATION, AND ENFORCEMENT OF THESE TERMS AND CONDITIONS WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO, WITHOUT GIVING EFFECT TO THE STATE'S CONFLICTS OF LAWS PROVISIONS. ALL DISPUTES ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS WILL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN DENVER, COLORADO, AND EACH PARTY IRREVOCABLY CONSENTS TO SUCH PERSONAL JURISDICTION AND WAIVES ALL OBJECTIONS TO THIS VENUE.
19. **Severable.** To the extent any of the provisions of these Terms and Conditions are held unenforceable or invalid by a court of competent jurisdiction, such provisions shall be deemed severed and the remaining provisions shall remain in full force and effect.

Date of Implementation: January 1, 2016  
Last Modification: January 1, 2016