BWL eServices TERMS AND CONDITIONS

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 authorizes the Lansing Board of Water & Light (BWL), and parties authorized by the BWL, 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 or Debit card information to this site authorizes the BWL, and parties authorized by the BWL, 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 BWL accounts only and allows users to make payments on their accounts, as one-time payments or enrollment into an automatic payment program. The BWL does not charge users any fee for making payments. The BWL does contract with a third party provider to process payments and that provider may charge a convenience fee per transaction. These are flat fees and subject to a security limit, determined by the type of BWL account. Third Party Convenience Fees can be avoided if you enroll in the BWL Auto pay program and/or electronic bill presentment where in your paper bills will be discontinued. Electronic bill presentment customers pay no fees for one-time payments online or over the phone. Auto pay customers avoid fees by allowing their payments to process automatically from their designated account; customer initiated one-time phone and one-time web payments will still incur the third party convenience fee. 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 11:30 a.m. 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 BWL eServices website for your record. However, it will be reflected on your BWL 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 a Web-based ACH payment on this website or by calling BWL Customer Service at 1-517-702-6006 on a business day before your payment is scheduled to be made. Credit Card payments and all phone payments are considered final at the time they are submitted and may only be reversed by contacting BWL Customer Service at 1-517-702-6006. The BWL 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 will be listed as "BWL PAYMENT" on your banking account statement. Credit Card and Debit Card payments will also include a contact telephone of 800-493-8009. Users should print copies of payment receipts from this website. Additionally, a confirmation email will be delivered to the email address you designate to confirm your payment and method of payment. You will also receive an email whenever a payment is changed or canceled, should an ACH payment return, should you enroll in or change the terms of your recurring ACH enrollment, and if there are any account changes to your payment method, such as expiration date.

ACCURACY OF PRESENTATION
The BWL 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 BWL, the latter shall have precedent over the former.

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ERROR RESOLUTION
ALL QUESTIONS ABOUT PAYMENTS MADE VIA THIS WEBSITE SHOULD BE DIRECTED TO THE BWL. The BWL 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 the BWL at the phone number, email or mailing address provided below. Contact the BWL about payment errors listed on your Checking Account or Credit Card statement no later than 60 days with your BWL 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
The BWL 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 the BWL your written permission; or (5) if the BWL arranges with another party to provide part of the services. Under all sharing arrangements, the BWL 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
The BWL's liability is limited by law and limited to those damages proximately caused. If the BWL's error was unintentional and is determined to have resulted from a bona fide error, the BWL's liability is limited to actual damages. Neither the BWL nor its subcontractors shall be held liable for: if through no fault of the BWL, 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 the BWL'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 the BWL; a reasonable security concern, such as unauthorized use, causes the BWL not to make the payment; your account is closed; the BWL 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. The BWL reserves the right to discontinue this website at any time, for any reason, without prior written notice. The BWL may also temporarily discontinue this website, at the BWL's sole discretion. Termination does not affect your right and obligations for payments made on this website prior to termination.

CHANGE IN TERMS
The BWL may change the terms of this agreement at any time. As required by law, the BWL 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.

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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 THE BWL NOR ANY SUBCONTRACTOR OF THE BWL 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. THE BWL 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 THE BWL OR THE BWL'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 MICHIGAN 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 the BWL.

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