

LOUDOUN WATER WWW.LOUDOUNWATER.ORG TERMS OF USE (TOU)

Effective as of December 1, 2015

IMPORTANT - THIS IS A LEGAL AGREEMENT BETWEEN YOU (referenced here as "You") AND LOUDOUN COUNTY SANITATION AUTHORITY (doing business as "Loudoun Water" and referenced herein as "Loudoun Water", "LW", or "we"). YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THESE TERMS OF USE (this "TOU") AS THEY GOVERN YOUR ACCESS TO AND USE OF THE LW WEBSITE FOUND AT www.loudounwater.org and/or www.lwconnect.org (COLLECTIVELY, THE "LW WEBSITE"). Please note that LW reserves the right to change the terms and conditions of this TOU and by which the LW Website is extended to You. Your continued right to use the LW Website is conditioned on your acceptance of these changes.

I. GENERAL

- LICENSE GRANT.** This TOU provides You with a personal, revocable, limited, non-exclusive, non-transferable, and non-sublicenseable license to use the LW Website solely for your personal use and conditioned on your continued compliance with this TOU. You may print materials and information from the LW Website solely for your personal use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information. Notwithstanding the foregoing, You may not (i) use, copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, or commercially exploit the LW Website (or any part thereof) in any manner not expressly permitted by this TOU, (ii) reverse engineer, decompile, disassemble, translate, or create any derivative work of the LW Website (or any part thereof); (iii) access, link to, or use any source code from the LW Website (or any part thereof); or (iv) erase or remove any proprietary or intellectual property notice contained in or on the LW Website (or any part thereof or materials therefrom). Moreover, You may not (i) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the LW Website or in any way reproduce or circumvent the navigational structure or presentation of the LW Website to obtain or attempt to obtain any information, materials, documents, or information through any means not purposely made available through the LW

Website, (ii) attempt to gain unauthorized access to any portion or feature of the LW Website, including, without limitation, the account of another Authorized User(s) (as defined below), or any other systems or networks connected to the LW Website or to any LW server or to any of the services offered on or through the LW Website, by hacking, password "mining," or any other illegitimate or prohibited means, (iii) probe, scan, or test the vulnerability of the LW Website or any network connected to the LW Website, or breach the security or authentication measures on the LW Website or any network connected to the LW Website, (iv) reverse look-up, trace, or seek to trace any information on any other Authorized User or visitor to the LW Website, (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the LW Website or LW's systems or networks or any systems or networks connected to the LW Website, (vi) use any device, software, or routine to interfere with the proper working of the LW Website or any transaction conducted on the LW Website, or with any other person's or entity's use of the LW Website, (vii) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal You send to LW on or through the LW Website, (viii) use the LW Website to harvest or collect e-mail addresses or other contact information; (ix) market, co-brand, private label, or otherwise permit third parties to access and use the LW Website (or any part thereof) without LW's express, separate, and prior written permission, or (x) use the LW Website in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact LW.

2. **USER OBLIGATIONS.** By accessing or using the LW Website, You also agree to be responsible for and to abide by all applicable local, state, national, and international laws, regulations, rules, and guidelines with respect to your use of the LW Website. In addition, You agree to assume all responsibility for compliance with this TOU and for your use, and the results of your use, of the LW Website.
3. **PROPRIETARY RIGHTS.** The contents of the LW Website, including all software, designs, text, graphics, images, photographs, illustrations, audio and video materials, artwork, databases, user interfaces, visual interfaces, sounds, artwork, computer code (including html code), products, information, and documentation, as well as the design, structure, selection, coordination, expression, "look and feel", and arrangement of the LW Website unless otherwise indicated, are owned, controlled, and licensed by LW. LW does not grant any implied right to You or any other person and does not transfer or assign any ownership or intellectual property interest or title in or to the LW Website (or any part thereof) to You or anyone else.
4. **LINKS TO OTHER SITES.** LW may provide links, in its sole discretion, to other websites or online social networks (or pages) for your convenience in locating or accessing related information, products, and services. These sites, networks, and pages have not necessarily been reviewed by LW and are maintained by third parties over which LW exercises no control. Accordingly, LW expressly disclaims and shall not have any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third-party websites, networks, or pages. Moreover, these links do not imply an endorsement with respect to any third party, any website, network, or page, or the products or services provided by any third party.



5. **FEEDBACK.** LW welcomes your feedback and suggestions about LW's products or services or with respect to how to improve the LW Website. But, by transmitting any feedback or suggestions and any related information, material, or other content (collectively, "feedback") to LW, You represent and warrant that such feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that You have all rights necessary to convey such feedback to LW. In addition, any feedback received by LW will be deemed to include from You a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license for LW to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, display (in whole or in part) worldwide, or act on such feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in the information, material, or content related to such feedback, and You hereby waive any claim to the contrary.
6. **WARRANTY DISCLAIMER.** THE LW WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE", AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. LW MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE LW WEBSITE AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LW ALSO DOES NOT REPRESENT OR WARRANT THAT THE LW WEBSITE WILL OPERATE ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR REQUIREMENTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LW WEBSITE IS WITH YOU.
7. **LIMITATION OF LIABILITY.** You acknowledge and agree that LW shall not be liable or responsible for any claim, damage, or loss resulting from a cause beyond LW's control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or other natural disasters, strikes or other labor problems, wars, or governmental restrictions. MOREOVER, YOU AGREE THAT IN NO EVENT SHALL LW BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, FOR LOST DATA, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE LW WEBSITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF LW HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, TOTAL LIABILITY OF LW FOR ANY REASON WHATSOEVER RELATED TO USE OF THE LW WEBSITE, RESULTS FROM USE OF THE LW WEBSITE, OR FOR ANY CLAIMS RELATING TO THIS TOU SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 USD).
8. **ENFORCEMENT.** As it relates to LW, You therefore have no reasonable expectation of privacy while using the LW Website because LW reserves the right to view, monitor, and/or record activity on the LW Website (in accordance with applicable law) and to comply with government or



court appointed authorities when necessary. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the LW Payment Portal as well as to disclosures required by or under applicable law or related government agency actions. LW will also comply with all court orders involving requests for such information. Actual or attempted unauthorized use of the LW Website may also result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. You shall therefore not, nor shall You permit any third party to, disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure established by LW for use of or with the LW Website. You also acknowledge that any breach, threatened or actual, of this TOU by You may cause irreparable injury to LW and/or its licensors, such injury would not be quantifiable in monetary damages, and LW and/or its licensors would not have an adequate remedy at law. You therefore agree that LW and/or its licensors (or on their behalf) shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this TOU. Accordingly, You hereby waive any requirement that LW or its licensors post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to LW to enforce any provision of this TOU.

9. **TERMINATION.** LW also reserves the right at any time and on reasonable grounds, which shall include, without limitation, any reasonable belief of fraud, illegal activity, or actions or omissions that violate any term or condition of this TOU, to terminate this TOU with You (including any registered account) and your right to access and use the LW Website in order to protect its name, business, or goodwill and/or any other user. You acknowledge and agree that LW shall have the sole right to determine in its reasonable discretion whether You are engaging in any unauthorized activity and/or violating any term or conditions of this TOU. LW shall also not be responsible or liable for any damages or loss, such as loss of sales or profits, as a result of any termination of this TOU in accordance with this section. You may also terminate at any time by ceasing to use the LW Website. But, all applicable provisions of this TOU will survive termination, as outlined below. Any licenses from LW and any right to use the LW Website shall immediately cease upon termination of this TOU. The provisions concerning feedback, LW's ownership rights, warranty disclaimer, limitation of liability, governing law, enforcement, termination, and the miscellaneous terms will survive the termination or expiration of this TOU for any reason.
10. **GOVERNING LAW.** This TOU has been made in and will be construed and enforced solely in accordance with the laws of the Commonwealth of Virginia, U.S.A., as applied to agreements entered into and completely performed in the Commonwealth of Virginia. The state or local courts in the Commonwealth of Virginia will have exclusive jurisdiction and venue over all controversies in connection with this TOU, and You hereby consent to such exclusive and personal jurisdiction and venue. Any claim You might have against LW relating to performance under this TOU must be brought within two (2) years after the cause of action arises, or such claim or cause of action is barred. In addition, You agree to waive any right to a jury trial in connection with any action or



litigation in any way arising out of or related to this TOU and that each party has the right to seek attorney's fees in any proceeding. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this TOU and is hereby disclaimed.

11. DMCA You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Procurement Division (Procurement@loudounwater.org, 571-291-7700) with the following information in writing (see 17 U.S.C 512(c)(3) for further details):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interests
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work
- identification of the URL or other specific location on the Service where the material that you claim is infringing is located
- your address, telephone number, and email address
- a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

12. MISCELLANEOUS. LW may assign this TOU in whole or in part. Moreover, LW may delegate its rights and responsibilities or use contractors or agents to fulfill its obligations under this TOU. Failure by LW to insist on strict performance of any of the terms and conditions of this TOU will not operate as a waiver of that or any subsequent default or failure of performance. In the event any provision of this TOU is found by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, You agree that unless it materially affects the entire intent and purpose of this TOU, the invalidity, voidness, or unenforceability shall affect neither the validity of this TOU nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision. Headings are for convenience only and have no legal or contractual effect. This TOU represents the entire agreement between You and LW with respect to subject matter herein, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and LW with respect to the LW Website.

II. PAYMENT TERMS. The "Payment Terms" set forth in this Section II apply to your use of the "LW Payment Portal" portion of the LW Website. Your participation in the LW Payment Portal is referred to as the "Program."



1. **SCOPE OF TERMS AND CONDITIONS:** The words "bank account" refers to the account held by a bank, securities firm or other financial institution from which payment will be made when you make transactions under the Program. The words "your bank" means the bank, securities firm or other financial institution that holds your account and/or issued your credit or debit card. Participating in the Program will enable you to pay your Loudoun Water account(s) online. Loudoun Water, in its sole discretion, may refuse this payment option service, and specific payment methods, to anyone or any user without notice for any reason at any time.
2. **PAYMENT.** Any request or order to settle or make payment shall require LW's confirmation of acceptance and may also require additional verification or information from You before acceptance by LW. All amounts noted are in US Dollars (\$). LW utilizes third party payment processors, and You hereby agree that LW may charge your chosen payment method for any payment and for any applicable taxes. You agree to pay all charges incurred by You in connection with any credit card, debit card, or other payment method utilized in connection with a payment transaction with LW. LW also reserves the right to terminate or suspend access to the LW Payment Portal if You fail to pay any amounts when due, and may charge a late fee. You shall reimburse LW for all reasonable costs incurred (including reasonable attorney's fees) in collecting past-due amounts.
3. **PAYMENT AUTHORIZATION (INCLUDING AUTOMATIC PAYMENTS):** To use the Program, including automatic payments (if eligible), you must designate a valid major credit card, debit card, or electronic check ("Payment Method"). Each time you initiate a transaction(s), you authorize us or our agent to draw a check or draft, initiate an automated clearing house (ACH), debit and/or charge your Payment Method, in your name to the bank account you specify in the amount you request, payable to us or to our agent, in the amount of the transaction, on the date(s) specified ("Billing Date") of the month(s) of payment according to the schedule (one-time or recurring) that you have affirmatively elected to enroll in for your Loudoun Water account. Your transaction must be payable in U.S. dollars. By paying using your designated Payment Method, (a) you authorize Loudoun Water (or its agent) to make any inquiries we consider necessary to validate any dispute involving your payment, which may include ordering a credit report and performing other credit checks or verifying the information you provide against third party databases, (b) you authorize Loudoun Water (or its agents) to initiate one or more drafts or ACH debit entries (withdrawals) or the creation of an equivalent bank draft for the specified amount(s) from your bank account, and (c) you authorize the financial institution that holds your bank account to deduct such payments, debit your debit card, and/or charge your credit card, and to initiate any debit or credit entries to your bank account in the amount of such payments or corrections.
4. **CHARGES:** Before you make your payment, make sure you have enough money in your bank account to cover the payment. For each transaction, your bank may assess its customary per-check or item-handling charge, if any. Your bank may also assess its customary charge for each dishonored check or draft. If any transaction (check, demand, draft, debit, or charge debited or drawn by us or our agent in connection with the Program) is not honored by your bank, we have the right to collect the amount from you as permitted by applicable law. If this happens, we may



cancel your right to participate in the Program. For certain accounts, you may have a separate agreement with a participating bank, securities firm, or other financial institution that allows a line of credit to be accessed in the event that your account contains insufficient funds to make payment to us. You should refer to the appropriate agreement relating to that line of credit for the terms and conditions that govern its use.

5. **CURRENT INFORMATION:** It is your responsibility to make sure that your Payment Method information and contact information are current at all times during the term of the Payment Plan.
6. **PAYMENT PROCESSING FOR ONLINE PAYMENTS:** Payments made through the Program at or before 4:00 pm EST will be credited to your account by the following Business Day. Payments made after 4:00 pm EST may be credited to your account in two (2) Business Days. You are solely responsible for making payments sufficiently in advance such that they post by the due date, and you are solely responsible for actions taken on your account resulting from a late payment. "Business Day" means Monday through Friday, excluding official U.S. government holidays and official Loudoun Water holidays.
7. **CANCELLATION OF AUTOMATIC PAYMENTS:** Cancellation of automatic payments shall be effective at the time of cancellation. Cancellation of recurring Payments must be made on a Business Day and more than twenty-four (24) hours before the Billing Date, unless otherwise permitted under applicable law, or your Payment will be debited and/or charged for the then due Payment. There is no penalty for cancelling automatic Payments; however, please understand that if we do not receive the payment amount by the due date as previously agreed, your Payment Plan may no longer be valid. If that happens, you will need to contact LW to discuss a new payment arrangement. If you have entered into an agreement on a pending civil action regarding the underlying debt or a court has approved your payment plan and it, or the agreement itself, requires additional actions by either party in the event of your non-payment or default, then your cancellation of online automatic payments will be honored. However, this may not affect your legal rights or your obligations to pay as agreed.

You may cancel automatic payments at anytime:

Online:

By logging into your account located at lwconnect.loudounwater.org.

Click on "Account Overview"

Click on button to unenroll

By Phone:

1 (571) 291-7880

8. **CUSTOMER SERVICE:** Transactions that we process using your Payment Method, will be identified as "LOUDOUN WATER DIRECT DEBITING" or "LOUDOUN WATER ONE TIME PAY" (or similar identifier) on the statement issued by your bank or other financial institution holding your account. All questions relating to any transactions made using your bank account by us should be initially directed to us. Save the payment confirmation that you are provided when you make a payment, and check them against your applicable account statement. You may contact



us regarding any payments made using your bank account or other method by writing to us at 44865 Loudoun Water Way, Ashburn, VA 20147, or by phone at 1-(571) 291-7880. You may also view your transaction history for your payment at any time in the Account Overview screen.

9. **TRANSACTION ERRORS AND ADVISABILITY OF PROMPT REPORTING:** If you believe that any payment transaction initiated by Loudoun Water (or its agents) with respect to your bank account is erroneous, or if you need more information about any such transaction, you should contact us as soon as possible. Notify us at once if you believe the password associated with your account has been lost or stolen, or if someone has attempted (or may attempt) to make a transfer from your bank account to complete a payment using your Loudoun Water account without your permission. We reserve the right to cancel the ability to pay using the Program for any reason at any time. You also should contact your bank for the Payment Method.

10. **OUR LIABILITY FOR IMPROPER TRANSACTIONS OR PAYMENTS:** We will not be liable to you in the following instances:

- If, through no fault of ours, your account does not contain enough money to complete the transaction;
- If the funds in your account are subject to legal process or other encumbrance restricting the transaction; or
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

11. **CONSENT TO ELECTRONIC COMMUNICATION:** You should print and retain a copy of all disclosures and communications. You agree to accept all disclosures and other communications between you and us on this website or at the primary e-mail address associated with your account. By completing a payment on this site, you also are consenting to receive a one-time confirmation of your enrollment in this service electronically to the e-mail address you have provided to us. We reserve the right to send the confirmation via paper under certain conditions. Loudoun Water reserves the right to stop delivery of the electronic confirmation in its sole discretion. In order to receive the electronic confirmation of your enrollment in this service you must have access to a personal computer with a 128-bit javascript-enabled browser, internet access and a valid electronic mail account supported by software that enables you to receive electronic communications. In order to store electronic communications from Loudoun Water you will need a printer connected to your computer to enable you to print such communications for storage in your off-line files, or a hard drive or a disk drive to download the electronic confirmation communication for storage on your computer. Loudoun Water will not provide paper copies of the electronic confirmation letter.

12. **AUTHORIZED USER OBLIGATIONS.** You represent and warrant to LW that (i) You are of the legal age of majority and are authorized and able to enter into this Agreement and fulfill and perform the obligations and meet the conditions specified herein (including any payment obligations), and (ii) You have all rights and permission necessary to submit, display, or make



available any materials or information submitted to the LW Payment Portal and have obtained at your sole expense all necessary consents, rights, permissions, and clearances (and provided LW with reasonable proof thereof (if requested)) required for LW to use such materials or information in connection with the LW Payment Portal; and (iii) You are rightly the individual lawfully able to access and use the designated account. You also represent that You are able to assume all responsibility for the payment commitments you establish through the LW Payment Portal. You access and use the LW Payment Portal on your own volition and are responsible for compliance with all applicable local laws with respect to your use. While LW has endeavored to create a secure and reliable solution, You should understand that the confidentiality of any information or material transmitted or stored with the LW Payment Portal or to/from the LW Payment Portal over the Internet or other form of global communication network cannot be guaranteed. You must make your own determination as to such issues. You also agree to assume all responsibility for obtaining and paying for all licenses and costs for third party software and hardware necessary for access to the LW Payment Portal. Use of certain information may require a compatible computer, internet access, and additional third party software and may also require patches, updates, and upgrades from time to time.

13. **OTHER TERMS AND CONDITIONS.** You acknowledge and agree that You are responsible for compliance with any third party payment processor's terms and conditions and may be required to establish an account with a third party payment service provider in order to complete a payment transaction. You may also be required to abide by additional instructions from and to agree to further terms and conditions with LW regarding payment, retrieving data, and receiving other services. If there is a conflict between this Agreement and such other or third party terms and conditions, this Agreement shall control as it relates to the subject matter of this Agreement.
14. **ACCOUNT HANDLING POLICY.** Registration as an "Authorized User" for access to certain areas of the LW Payment Portal may require both a user I.D. and a password. Only one Authorized User can use one user I.D. and password and, thus, one account or unique download page. By limiting access, it helps avoid unauthorized usage by other persons or entities because anyone with knowledge of your user I.D. or password can gain entry to the LW Payment Portal and to your account. Accordingly, by using the LW Payment Portal, You agree to keep your user I.D. and password confidential (and to not disclose them to others). You also agree not to use another Authorized User's user I.D., password or access page. You will immediately notify LW if You become aware of any loss or theft of your password or any unauthorized use of your user I.D. or password. LW cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. With notice to You, LW reserves the right to delete or change a user I.D. or password at any time and for any reason.
15. **MOBILE SERVICES.** The LW Payment Portal may offer certain tools or services that are available to you via your mobile phone or other mobile device (collectively, "Mobile Services"). Please note that your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you are responsible for checking with your mobile



carrier to determine if the Mobile Services are available for your mobile devices, what restrictions, if any, may be applicable to your use of the Mobile Services, and how much they will cost you. Nevertheless, all use of the LW Payment Portal and its Mobile Services shall be in accordance with this Agreement.

16. **INDEMNITY.** You agree to defend, indemnify, and hold harmless LW and affiliates and all of their respective employees, agents, directors, officers, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorney's fees and litigation expenses) relating to or arising from any breach by You of these Payment Terms.
17. **TERMINATION:** Loudoun Water, in its sole discretion, may refuse this payment option service to anyone or any user without notice for any reason at any time. You may terminate your participation in the Program, but you must do so by writing to us at the address disclosed in the Section of these Terms and Conditions entitled "Customer Service." For automatic payments, see the section of these Terms and Conditions entitled "Cancellation of Automatic Payments." If you close your account, you agree to notify us first and to stop initiating transactions, and pay all agreed upon payments.



III. PRIVACY POLICY

Have questions? Call us at (571) 291-7880

Loudoun Water is making this privacy policy available to you to generally describe the nonpublic personal and financial information we gather about you, and our privacy practices relating to such information and how those practices relate to the protection, use and disclosure of your nonpublic personally identifiable information (your "Customer Information"). Please carefully read this Privacy Notice.

What Information Do We Collect?

Loudoun Water collects Customer Information from customers that register for water, wastewater, or reclaimed water service. We also collect Customer Information from business partners that utilize Loudoun Water products and services. Customer Information collected from customers and business partners typically includes name, street address, phone number, e-mail address, and social security number. Loudoun Water's authority to request Social Security Numbers when you apply for service derives from the Code of Virginia § 58.1-521, the Code of Virginia § 2.2-3808 (A)(2)(i)(ii) and the Federal Privacy Act of 1974 § 7(b). The disclosure of your Social Security Number as a part of your application for Loudoun Water services is voluntary. No applicant will be denied service because of their refusal to disclose a Social Security Number. If you choose not to provide your Social Security Number, two (2) other forms of identification will be required. Alternative, acceptable forms of identification are: (1) Green Card; (2) Passport; (3) Valid State Issued Driver's License, and/or; (4) Valid State Issued Identification Card. Loudoun Water collects and stores water consumption data from our customer's meter. Billing information, such as a bank account or a credit card number may also be requested if a customer uses the LW Payment Portal.

Loudoun Water also periodically conducts surveys and collects additional information about our customers such as their water consumption habits, use of certain appliances, use of irrigation systems, etc.

How do We Use Your Information?

Loudoun Water uses this information to facilitate billing and payment transactions and to fulfill customer requests for service. We also use this information to send service announcements and newsletters, to conduct surveys, to analyze service pattern and optimize our operations, and to notify our customers about issues that may affect service. Loudoun Water does not share Customer Information we have obtained about you with non-affiliated third parties except to the extent necessary to aid us in servicing or managing your account(s) in the ordinary course of our business, such as:

- to companies to whom we may assign your account for servicing;
- to companies that provide mailing services to us; and
- to service providers that help us administer our database containing your account.



If you send us an e-mail, then we consider e-mail communication to be at your consent, and we will e-mail you. If you provide us with a cell phone number, you expressly agree that we may contact you at this number to discuss your account. You also agree to receive, from us and our service providers, calls and messages, including prerecorded messages, calls from automated dialing systems and text messages. Normal cell phone charges may apply – please consult with your cell phone provider if you have questions about those charges. In order to provide you with services offered on our website, or to complete transactions or requests initiated by you on the website, we may transfer you to outside services provided by third-party operators. In certain instances, the third-party content may be "framed" in such a way it appears that you are still on Loudoun Water's website. In such cases, we will have agreements with those third parties whose websites you may be transferred to, under which the third parties agree to maintain the confidentiality of Customer Information about you and to use it only to help us serve you. Other than described here, Loudoun Water does not release Customer Information about you to any other person or business entity without your prior consent. Consent may be obtained electronically, orally or in written format.

In addition, Loudoun Water may disclose our customer's personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Loudoun Water; (b) protect and defend the rights or property of Loudoun Water; or, (c) act under exigent circumstances to protect the personal safety of Loudoun Water's customers, business partners, employees, or the public.

Our Use of Your IP Address.

An Internet Protocol ("IP") address is a number automatically assigned to your computer every time you browse the Internet. When you visit the website, our servers log your current IP address. We may use your IP address to help diagnose problems with our servers and to administer the website. Your IP address is also used to help identify you and to gather broad demographic information. Your IP address is not tied to your Customer Information and we do not use it to identify you when logging IP address data.

Our Use of Cookies

"Cookies" are an industry standard practice of placing a file or identifying "marker" on a user's computer for identification and personalization purposes. When you visit the website, our server may create cookies, making it more convenient for you to use the website by verifying when you travel from page to page. The data we collect on website usage from cookies is not tied to your Customer Information and we only use it in aggregate form. You are not required to accept cookies. However, certain functionality of this web site may not work properly (if at all) if you reject cookies.

DISCLOSURE OF PAYMENT INFORMATION TO THIRD PARTIES:



To protect your privacy, we will not disclose any information about your online payments transactions to any person, except as follows:

1. as necessary to complete transactions;
2. to validate or verify the existence and condition any dispute involving payment, including with a third party, such as a financial institution or credit bureau
3. to comply with government agency or court orders;
4. to our employees, auditors, service providers, attorneys, or collection agents in the course of their duties;
5. to persons authorized by law in the course of their official duties; or
6. if you give us your written permission.

Information Security:

We maintain physical, electronic and procedural safeguards that comply with applicable laws and regulations to guard your Customer Information.

How to Update or Delete Personally Identifiable Information

If you need to revise, edit, or delete your Customer Information, you may do so by either contacting Customer Service at (571) 291-7880 between the hours of 8:00 a.m. - 5:00 p.m. Monday through Friday or by completing the [Contact Us](#) form on our website. Banking details, credit card charges, and automatic payment options should be accessed by logging in to your LW Payment Portal account.

