

TERMS AND CONDITIONS

Disclaimer of Warranties and Limitation of Liability

This document is to provide you information on the online payment system we provide and outline important conditions, which apply to your using this service. When you use this service, you and any person you authorize to perform these functions on your account, agree to these terms and conditions. **Customers are solely responsible for any damages or liabilities that arise through the use of this system.** Please carefully review the Disclaimer of Warranties and Limitation of Liabilities section below.

Privacy Policy - Hilton Head No. 1 Public Service District is committed to protecting your privacy. We will not sell any personal information about you to third parties for marketing purposes. Ordinarily we do not disclose any personal information about you to third parties, unless the third parties are contractors or service providers working on our behalf as in the collection of past-due payments. However, we do disclose information as required by law, such as in response to a reasonable request from law-enforcement, or a subpoena. As a public body, we are required to provide information subject to valid Freedom of Information Act requests.

Information that we gather about you is information that you provide us such as the information in the "Getting Started" part of the Online Billing section of this web site and information that you send us in emails, along with information relating to your account.

Security - Hilton Head No. 1 Public Service District is committed to ensuring the security of your personally identifiable information. We will take reasonable precautions to protect this information from loss, misuse, unauthorized disclosure or alteration, including putting in place appropriate physical, electronic and administrative procedures to safeguard and secure such information. We use encryption when collecting or transferring sensitive data (e.g., card information). However, as indicated below, customers use these services at their sole risk. These terms and conditions impose no liability on Hilton Head No. 1 Public Service District for damages caused by loss, misuse, unauthorized disclosure or alteration of this information. You are responsible for managing your user identification and password access to your account. Protect this information and do not disclose it to third parties. We are not responsible for unauthorized access using your user identification and passwords or otherwise.

Business Days - Our business days are Monday through Friday, excluding legal holidays.

Online Credit Card Payment - . You are responsible for having sufficient credit available in your credit card account to cover the amount of any Invoice you approve for payment. If you do not have sufficient credit in your credit card account, your Invoice(s) may not be paid. This payment is not reversible online. Contact us if you have any questions about your payments.

Limitations | You agree that neither Hilton Head No. 1 Public Service District nor any party involved in creating or delivering this web site is liable for any direct, indirect, incidental, consequential, or punitive damages arising out of your access to, or use of this web site. Hilton Head No. 1 Public Service District assumes no responsibility for and will not be liable for any

damages from any viruses, which may affect your computer equipment or other property on account of your access to, use of, or downloading from our web site.

Ownership, Trademarks and Copyrights; Confidentiality – American Data Group, Inc. owns all rights, title and interest, including, without limitation, copyright, in and to the online bill payment service (the "Service") and the Hilton Head No. 1 Public Service District owns all rights, title and interest, including, without limitation, copyright in and to the Website. You may not copy, modify, translate, decompile, reverse engineer, reproduce, adapt or disassemble the Service. The display of any trademarks within this Website does not grant a license or other rights of any kind in those marks to the reader. Any downloading of material contained on the site, or on any site linked to the site, may be a violation of federal trademark and copyright laws.

Your Personal Information - When registering to use this site, making a payment or contacting Hilton Head No. 1 Public Service District through this site, you agree to provide accurate and complete information about yourself and your payment obligation(s).

Changes In Terms - It is possible that Hilton Head No. 1 Public Service District's terms and conditions may change over time. We will post any changes on our web site. Prior notice may not be given, however, where an immediate change is necessary for security purposes of changes to terms and conditions.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THIS SITE IS PROVIDED BY HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT ON AN "AS IS" AND "AS AVAILABLE" BASIS. HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON THIS SITE. OR THE PROVISIONS FOR SAFEGUARDING OF INFORMATION. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK AND THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF THE PERSONAL AND PAYMENT INFORMATION THAT YOU PROVIDE.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT DOES NOT WARRANT THAT THIS SITE, ITS SERVICES OR E-MAIL SENT FROM HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT INFORMATION ABOUT YOUR ACCOUNT MAY NOT BE LOST, MISUSED, ALTERED OR APPROPRIATED BY OTHERS. HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT (AS WELL AS ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND STOCKHOLDERS) WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, ANY CREDIT CARD COMPANY'S NON-AUTHORIZATION OF A USER'S CREDIT CARD PAYMENT, ANY GOVERNMENT

ENTITY'S NON-ACCEPTANCE OF A PAYMENT FROM A PARTY USING THIS SITE OR FOR DISRUPTIONS IN SERVICE ON THIS SITE, REGARDLESS OF THE CAUSE, AND ANY LOSS, MISUSE, ALTERATION OR APPROPRIATION OF INFORMATION BY OTHERS INCLUDING (WITHOUT LIMITATION) DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. HILTON HEAD NO. 1 PUBLIC SERVICE DISTRICT ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Hilton Head No. 1 Public Service District reserves the right to make changes to this Web site (including, without limitation, discontinuing this Web site or the services offered on this site) and these Terms of Use at any time, with or without notice. If any of these terms and conditions shall be deemed invalid, void or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.