



Arkansas Rural Water Association



Water Utility Data Base System

TERMS OF SERVICE

1. ACCEPTANCE OF TERMS

Welcome to the Water Utility Data Base (WUDB). The Arkansas Rural Water Association (ARWA) and WUDB provides this service to you, subject to the following Terms of Service, which may be updated by us from time to time without notice. All such updates to guidelines or rules are hereby incorporated by reference into the Terms of Service.

2. DESCRIPTION OF SERVICE

WUDB currently provides utilities with access to a database of resources shared among water companies, water districts and water associations, for the assistance in collection of delinquent accounts. Features within the database include, various search services for initial inquiries or delinquent account entry. Notifications from new water supplier to previous water supplier on new accounts. You understand and agree that the Service is provided "AS-IS" and that WUDB and ARWA assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any entries of inquires or delinquent account information. You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. YOUR MEMBERSHIP OBLIGATIONS

In consideration of your use of the WUDB site, you represent that you are recognized by the state in which you operate as a licensed water company, district or association and you hold a position of management to form a binding contract and are not a person barred from receiving services under the laws of the state for which you operate. You also agree to: (a) provide true, accurate, current and complete information about your water company and yourself as prompted by the WUDB registration. (b) If you provide any information that is untrue, inaccurate, not current or incomplete, or if WUDB has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, WUDB has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). WUDB is concerned about the safety and privacy of all its members.

4. PRIVACY POLICY

Data in WUDB regarding water or utility companies and its customers is maintained by the user. WUDB does not add, modify or delete data from your account without the proper consent of the project manager who represents the water or utility company. This data is strictly used only for purposes of tracking delinquent accounts, assisting in locating those who still owe an outstanding debt and producing statistical data regarding amounts collected through WUDB without customer information. Data about your water or utility company is only shared with other water or utility companies that either currently have or have had a customer that you are searching for to pay an outstanding debt. WUDB is operated through a high end, 132 bit encrypted web server. And currently complies with federal Red Flag regulations.

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify an account representative of WUDB of any unauthorized use of your password or account or any other breach of security. WUDB nor ARWA cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. MEMBER CONDUCT

You understand that all information, ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not WUDB nor ARWA, are entirely responsible for all Content that you post or otherwise make available via the Service. WUDB nor ARWA does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will WUDB nor ARWA be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted or otherwise made available via the Service.

7. INDEMNITY

You agree to indemnify and hold WUDB and ARWA, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post or make available through the Service, your use of the Service, your connection to the Service.

8. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your WUDB I.D.), use of the Service, or access to the Service.

9. MODIFICATIONS TO SERVICE

WUDB reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that WUDB nor ARWA shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

10. LENGTH OF TERMS

You agree that under this Terms of Service you are obligating the water company to a 1-year subscription to the WUDB. The annual subscription will automatically renew unless a written notice of termination has been received 30 days prior to the renewal date.

11. TERMINATION

You agree that WUDB and ARWA may, under certain circumstances and without prior notice, immediately terminate your WUDB/ARWA account. Cause for such termination shall include, but not be limited to, (a) non-payment of services (b) breaches or violations of the Term of Service or other incorporated agreements or guidelines, (c) requests by law enforcement or other government agencies, (d) a request by you (self-initiated account deletions), (e) discontinuance or material modification to the Service (or any part thereof), (f) unexpected technical or security issues or problems, and (g) extended periods of inactivity. Termination of your WUDB/ARWA account will result in removal of access to all data within the Service. Further, you agree that all terminations for cause shall be at the sole discretion of WUDB/ARWA and shall not be liable to you or any third-party for any termination of your account, any associated service.

12. WUDB'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software.

WUDB grants you a personal, non-transferable and non-exclusive right to access and use its Software for the sole purpose of its intent; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to

attempt to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service.

13. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WUDB EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. WUDB MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WUDB OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- e. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE -- DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

14. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WUDB SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WUDB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

15. NOTICE

WUDB and ARWA may provide you with notices, including those regarding changes to the Terms of Service, by either email, regular mail, or postings on the Service.

16. CONTACT INFORMATION

For further correspondence with an agent of WUDB or ARWA refer to following.

WUDB System

P.O. Box 68
Alma, AR. 72921
By phone: (800) 264-0303
By fax: (479) 632-3143
By email: info@wudb.com

ARWA

240 Dee Dee Lane
Lonoke, AR. 72086
Phone: 501-676-2255
Fax: 501-676-2266
By email: arkrwa@sbcglobal.net

17. GENERAL INFORMATION

Entire Agreement. The Terms of Service constitute the entire agreement between you and ARWA and govern your use of the Service, superseding any prior agreements between you and WUDB.

Choice of Law and Forum. The Term of Service and the relationship between you, WUDB, and ARWA shall be governed by the laws of the State of Arkansas without regard to its conflict of law provisions. You, ARWA and WUDB agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Lonoke, Arkansas.

Waiver and Severability of Terms. The failure of WUDB or ARWA to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Pricing. The cost of this service is Twenty-Five dollars per month (\$25.00/month) or Three hundred dollars per year (\$300.00/year) per utility. ARWA encourages all utilities to pay yearly to possibly prevent interruptions of service if your monthly payment isn't received by ARWA before the due date.

Billing. ARWA will submit bills either on a yearly or monthly basis. Those bills submitted on a monthly basis will be mailed to the utility by the first day of every month for the following month and shall be due ten days from the billing date.

There is NO requirement to be a member of Arkansas Rural Water Association to participate with the WUDB System Service.

Acceptance Statement. I have read and accept the terms of service for the use of this delinquent account collection program. Please check the below billing preference and enclose your payment with this agreement and return to:

ARWA
240 Dee Dee Lane
Lonoke, AR. 72086

Enclosed is my check for the service: _____ \$300.00 Yearly _____ \$25.00 Monthly

Date: _____

System Name _____

Billing Address _____ C/S/Z _____

Phone _____ Fax _____

Contact Name _____ Email _____

Signature _____ Title _____