



## XCEL ENERGYS eBILL AND eBILL PAYMENT TERMS OF USE

### 1. Introduction

**CAREFULLY READ ALL OF THESE TERMS OF USE BEFORE PROCEEDING. IF YOU DO NOT ACCEPT SUCH TERMS AND INDICATE YOUR ACCEPTANCE BELOW, THEN YOU WILL NOT BE PERMITTED TO USE eBILL AND/OR eBILL PAYMENT, BUT YOU WILL CONTINUE TO RECEIVE YOUR BILLING INFORMATION AND OBTAIN SERVICES AND INFORMATION RELATED TO YOUR ACCOUNT BY MAIL (AND PHONE, IF AVAILABLE) AND THROUGH MY ACCOUNT. YOU ALSO HAVE OTHER OPTIONS FOR MAKING PAYMENT.**

**BY CHECKING THE I AGREE BOX BELOW, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. YOU AGREE THAT XCEL ENERGY MAY MAKE AGREEMENTS WITH YOU BY ELECTRONIC MEANS AND THAT SUCH AGREEMENTS HAVE THE SAME LEGAL EFFECT AS AGREEMENTS ENTERED INTO ON PAPER, AND ARE AUTHENTIC AND VALID. PLEASE KEEP A COPY OF THESE TERMS OF USE FOR YOUR RECORDS.**

Xcel Energy has made available to you online billing that allows you to view, print and save copies of your bills electronically after enrollment in the service (eBill) and online bill payment that allows you to pay your Xcel Energy bills over the Internet (eBill Payment). These services are in addition to the other online account management services made available to you under My Account. Your use of eBill and eBill Payment is governed by these terms of use (the eBill Terms of Use) and the terms and conditions covering My Account, which can be found at [www.xcelenergy.com](http://www.xcelenergy.com). The terms of the My Account Agreement are incorporated herein by this reference. If you currently participate in the Online View & Pay program (OVP), you can enroll in eBill, and future bills will be available from the My Account site, and/or through a third party vendor of Xcel Energy. After you enroll in eBill, you can view and pay your bill at the My Account site.

Please check the My Account Agreement and these eBill Terms of Use frequently, as Xcel Energy may from time to time unilaterally amend these eBill Terms of Use by posting revised language on this web site. The most up-to-date version of these eBill Terms of Use will always be available for your review on this web site. Amendments will become effective at the time they are posted on this web site, and your continued use of the eBill or eBill Payment after amendments are posted will constitute your acceptance of such amendments.

### 2. Description of and Use of eBill and eBill Payment

Xcel Energy reserves the right to modify or discontinue any or all services or features of eBill and

eBill Payment at any time without prior notice, or to offer specific programs only to customers meeting applicable qualifications. Subject to satisfying the qualifications for a particular program, you may elect to use one or more of the features available without being obligated to use them all.

eBill allows you to view, print and save copies of your bills electronically after your enrollment in eBill. eBill Payment allows you to electronically pay your Xcel Energy bills over the Internet at My Account on a one-time or recurring basis from a checking or other account that you designate (your Payment Account).

As a user of My Account and eBill, you represent and warrant that you are an individual or represent a business that has an existing account with Xcel Energy, and are able to access eBill or eBill Payment by using your User ID and password to sign in to My Account. To the fullest extent permitted by law, you are responsible for any payments made to Xcel Energy via eBill using your Payment Account. You agree not to use eBill or eBill Payment in any manner that is illegal or that infringes on the rights of others. You may not resell or make any commercial use of eBill or eBill Payment without Xcel Energys prior written consent.

### **3. Enrollment**

If you are a residential or business customer of Xcel Energy and your account is eligible for eBill, you can enroll in eBill from the My Account site. If you have more than one service address associated with your Xcel Energy service account, you must contact Xcel Energy Customer Service (contact information is available at [www.xcelenergy.com](http://www.xcelenergy.com)) to synchronize your service addresses prior to enrolling in eBill. When you enroll in eBill, YOU WILL NO LONGER GET A PAPER BILL. If you are an existing Online View & Pay customer, your future electronic bills may be sent to a web site maintained by a third party vendor of Xcel Energy and you may be required to view your bills through such web site.

To enroll in eBill Payment, you must provide such information as may be requested by us to determine your eligibility, including without limitation, your Payment Account number. Xcel Energy may refuse to provide eBill Payment to anyone, at any time, in our sole discretion. Xcel Energy may also de-enroll any user at any time in our sole discretion, and Xcel Energy will notify you by mail or electronic mail using your current billing or email address on file.

### **4. Changes to Information; Fees; Rejected Payments**

As a My Account user, it is your responsibility to ensure that the contact and other required information in your user profile is current and accurate, and updated promptly if necessary, including your name, address, phone number and email address. Similarly, changes with regard to your bank or Payment Account must also be updated. Failing to do so may result in our continued use of old information. Xcel Energy will not be responsible for any mail forwarded by us to your old mailing or e-mail address before you have provided us with the updated information, nor will Xcel Energy be

responsible for problems that may arise if you change your bank or Payment Account and do not provide us with the updated information. Changes can be made either within My Account service or by contacting Xcel Energys Customer Service using the contact information found at [www.xcelenergy.com](http://www.xcelenergy.com). If you have set up recurring payments to occur automatically according to a specified frequency, these payments will continue to be processed against your current banking information on file until your change notice has been received and processed by Xcel Energy. One-time payments you have initiated will also be processed against your current banking information on file.

Although Xcel Energy will not charge a fee for your participation in this online program, you are solely responsible for the accuracy of your current banking information and for payment of any fees or charges imposed on you by your bank or financial institution as a result of your participation in My Account, eBill, or eBill Payment. However, if your payment is ever rejected, Xcel Energy will pass through to you any charges assessed against Xcel Energy for such rejection, and will charge you a returned check fee or other payment rejection fee on your next Xcel Energy bill, where such charges are permitted by the applicable regulations in your state. Information regarding such fees and late charges is available at [www.xcelenergy.com](http://www.xcelenergy.com). Where permitted by applicable law or regulation, Xcel Energy also reserves the right to terminate your participation in My Account, eBill and/or eBill Payment if your payment is rejected more than once within any consecutive 12-month period. Additionally, you are responsible for any Internet service fees that may be assessed by your telephone and/or Internet service provider.

## 5. eBill and Notice of Electronic Presentment

By registering for eBill in My Account, you will receive email and/or text message notifications through eBill when your Xcel Energy bill is issued, depending on the method of communication you choose. These bill ready notifications will be sent to the email address and/or phone number you provided to Xcel Energy. You are responsible for obtaining Internet and mobile carrier services via the service provider(s) of your choice, for any and all fees imposed by such service provider(s) and any associated communications service provider(s) charges. Standard messaging, data and other fees may be charged by your mobile carrier. Once you sign up for eBill, you will no longer receive Xcel Energy bills through the mail. Because these and some other transaction notices are being given pursuant to the agreement between you and Xcel Energy, you may not "opt-out" from email communications related to My Account. You may opt-out from text message communications related to My Account. You may sign in just to view your electronic bill, without making a payment. Another option is to sign in and view your bill online using eBill, and then pay your bill electronically through your Payment Account. Other payment options may also become available through My Account or elsewhere at [www.xcelenergy.com](http://www.xcelenergy.com).

Viewing the electronic bill summary information provided in eBill does not automatically pay the bill electronically from your Payment Account. You may pay your bill electronically by initiating a payment instruction through eBill Payment.

## 6. Bill Payments

As used in these eBill Terms of Use, the following terms have the following meanings:

The "Payment Due Date" or Due Date

The Payment Due Date or Due Date is the latest date by which Xcel Energy must have posted your payment for your bill to be paid on time. Timely payment requires that payment be initiated by 4 PM Mountain Time (5 PM Central Time) on the Payment Due Date. However, if you choose the option to pay by a credit or debit card via our payment partner (a transaction fee applies and this option is not available in some states), payment must be initiated a minimum of one business day before payment is due. eBill payments initiated after 4 PM Mountain Time (5 PM Central Time) on any Business Day (the "Cutoff Time") are considered submitted the next business day.

The "Payment Date"

The Payment Date is the date selected by you in My Account on which your payment will post to your Xcel Energy account and the date on or after which funds will be drawn or deducted from your Payment Account.

"Online Bill Payment"

Online Bill Payment means payments to us in the amount of your bill or another fixed or maximum amount you designate and on the day you specify when you set up eBill Payment through My Account.

## 7. Making Online Bill Payments

You may arrange for Online Bill Payment of your Xcel Energy bills by following the instructions on My Account and providing such other authorizations as may be required. Your set-up of eBill Payment will constitute your authorization to us to initiate one-time or recurring electronic debits to your Payment Account in the amount and at the times you specify. Xcel Energy is not responsible if you give incorrect instructions or not give your instructions sufficiently in advance to allow for timely payment. Any information you receive from us is provided for your convenience and is not guaranteed.

If the billed amount varies month-to-month and you have set up a recurring payment instruction, your bill from Xcel Energy will set forth the payment owed each month and the bill will constitute notice of the variable Online Bill Payment. You can enroll in email alert to inform you if a bill amount is greater than your specified maximum amount (the "Maximum Amount"). You can also utilize one-time Online Bill Payment. If your payment is less than the amount due, the unpaid amount will be added to your

next bill balance and late payment charges may occur where permitted under applicable laws and regulations.

You can also pay your service bill online using your credit or debit card (a transaction fee applies). Our payment partner can accept your payment any time and will post it to your Xcel Energy account by the end of the next business day. You may want to check if your credit/debit card payments are

subject to individual transaction and daily limitations set by your bank and/or credit/debit card provider. **Our credit/debit card payment partner accepts most major credit/debit cards and a transaction fee applies. Payment by credit or debit card is not available in some states.**

Any change you make to your My Account preferences after a bill has been issued to you will be effective in the next billing cycle. However, you may update your Payment Account information at any time prior to initiating a payment. You must submit your instructions only through My Account, including but not limited to payment instructions, so that they are received no later than the Cutoff Time in order to have them considered entered on that particular Business Day. YOUR INSTRUCTION SHOULD BE ENTERED BY THE CUTOFF TIME ON THE DUE DATE TO ENSURE THAT THERE IS ENOUGH TIME FOR XCEL ENERGY TO POST THE PAYMENT TO YOUR ACCOUNT AND SUBMIT THE ELECTRONIC DEBIT TO THE PAYMENT ACCOUNT.

## 8. Canceling or Stopping Payments

You may cancel a scheduled Online Bill Payment that has not yet been processed at any time before the Cutoff Time for the scheduled Payment Date by (1) accessing the payment information found in My Account, or (2) by contacting Xcel Energy Customer Service (contact information available at [www.xcelenergy.com](http://www.xcelenergy.com)).

## 9. Payment Account

In order to pay any of your bills online, the Payment Account from which you want to make payments must be entered into My Account. By entering information for the Payment Account into eBill Payment through My Account, you are authorizing Xcel Energy to initiate electronic debits to the Payment Account.

Xcel Energy is responsible for the timely and accurate processing of payment withdrawal requests to your bank or financial institution on your behalf following your instructions. You are responsible for the accuracy of your instructions and Payment Account information. Xcel Energy will not be liable for payments Xcel Energy makes or fails to make as a result of erroneous instructions or information.

It is your responsibility to have sufficient available funds in your Payment Account on the Payment Date for payments you schedule. Notwithstanding any instructions from you, Xcel Energy is under no obligation to process any payment on your behalf that: (1) exceeds the available funds in your Payment Account, as determined by your financial institution; (2) is not in accordance with the

provisions of these eBill Terms of Use; (3) Xcel Energy has reason to believe may not be authorized by you; (4) would violate any law or regulation applicable to eBill Payment or your financial institution; and (5) is using a Payment Account that Xcel Energy has reason to believe is invalid. Online Bill Payments will be processed through the Automated Clearing House system or other electronic funds transfer network.

## **10. Dishonor of a Payment**

If for any reason, such as insufficient funds, incorrect account information, bank or Payment Account closure or suspension or similar circumstances, your financial institution does not honor withdrawal instructions in connection with a payment, you agree that Xcel Energy can do any, or more than one of, the following, as applicable:

Xcel Energy can repeat the payment withdrawal request as allowed by banking requirements, until your bank funds the transfer request. However, Xcel Energy has no obligation to try debiting the Payment Account more than once.

Xcel Energy can deactivate your access to eBill Payment so that you may no longer make payments through eBill Payment or any other method within My Account.

Xcel Energy may use all legal remedies available to us to collect the amount due.

Xcel Energy will not be liable for late or cancelled payments or for any related costs, such as finance charges, late payment fees or similar expenses you may incur as a result of your financial institution's failure to honor instructions to make payments from your Payment Account, regardless of the reason for your bank's refusal.

## **11. Your Obligation**

You remain responsible for monitoring your use of eBill Payment and your Payment Account. You agree to review and verify payments made through eBill Payment as often as may be necessary or appropriate to ensure that all such payments are made in accordance with your instructions. You must review those payments as they are reflected on My Account and on the statements for your Payment Accounts, and inform Xcel Energy immediately if you believe that an error has occurred.

## **12. Account and History Information**

You will be able to view your billing and payment history electronically at My Account by following the instructions at the site. After your enrollment in eBill, you will be able to view and print an electronic copy of your bills presented to you through eBill and/or through a third party vendor of Xcel Energy. You should review your payment history regularly to preserve your rights, including your right to dispute transactions that you believe are unauthorized.

### 13. Authorized and Unauthorized Use

If you permit other persons to use eBill Payment or your password, you are responsible for any transactions they authorize from your Payment Accounts. If you believe that your password has been lost or stolen or that someone has used or may use eBill Payment to make an unauthorized transfer

or payment from your Payment Account using your password without your permission, notify Xcel Energy Customer Service immediately using the contact information available at [www.xcelenergy.com](http://www.xcelenergy.com).

### 14. In Case of Errors or Questions about a Payment

Xcel Energy is responsible for eBill Payment as described in these eBill Terms of Use and for resolving any errors made by Xcel Energy.

We will not send you a periodic communication listing payments that you make using eBill Payment. The payments will appear only on the statements issued by your bank or financial institution. **SAVE COPIES OF YOUR PAYMENT INSTRUCTIONS AND CHECK THEM AGAINST THE STATEMENT YOU RECEIVE FROM YOUR BANK OR FINANCIAL INSTITUTION.** If you have a question about one of these payments, you think an entry on your Payment Account statement is wrong or if you need more information about a payment initiated through eBill Payment, you must contact Xcel Energy Customer Service as soon as you can. Xcel Energy will investigate the issue and communicate the results to you.

### 15. In Case of Errors or Questions about Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, you must notify Xcel Energy Customer Service as soon as possible using the contact information available at [www.xcelenergy.com](http://www.xcelenergy.com).

### 16. Records

Xcel Energys records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions and, in the absence of manifest error, will be binding and conclusive.

### 17. Data Recording

The information and messages you enter for eBill Payment may be maintained as part of our records. By using eBill Payment you consent to such data retention. Our use of your personal information maintained in My Account will be in accordance with our **privacy policy** available at [www.xcelenergy.com](http://www.xcelenergy.com).

## 18. Un-Enrollment of eBill and eBill Payment Service

If you wish to un-enroll in eBill or eBill Payment, you can do so from My Account. You may also contact Xcel Energy Customer Service using the contact information found at [www.xcelenergy.com](http://www.xcelenergy.com).

Upon un-enrollment from eBill, you will no longer be able to access eBill Payment, and you will no longer receive electronic bills through eBill. Your paper bill will resume and your past electronic bills presented during eBill enrollment will be available electronically in the Bill History section of My Account for viewing and printing. The cancellation of a specific eBill Payment during un-enrollment depends upon the un-enrollment date and your billing cycle date.

Xcel Energy reserves the right to deactivate your access to My Account and terminate your access to eBill Payment at any time with or without cause.

Scheduled payments in My Account prior to termination or un-enrollment will be treated as follows: If your notice of termination to us is received after the Cutoff Time for the Payment Date, the payment process for that payment will be completed, subject to the provisions of these eBill Terms of Use.

If Xcel Energy receives your notice of termination before the Cutoff Time for the Payment Date, the payment will not be made. If Xcel Energy decides to terminate your access to eBill Payment for security reasons or if in our reasonable judgment Xcel Energy terminates your access to eBill Payment to prevent the occurrence of fraud, no further Bill Payments will be made as of the date Xcel Energy terminates your access. Any other termination by Xcel Energy will be subject to the terms of Xcel Energys notice to you regarding such termination.

Any termination shall not affect your liability or obligations under these eBill Terms of Use that arose prior to such termination.

## 19. Notices

You agree that by subscribing to eBill, all notices or other communications which Xcel Energy may be required to give you arising from our obligations under these eBill and eBill Payment Terms of Use may be sent to you via the communication method of your choosing (e.g., email and/or text message), or in any other manner permitted by law. You are responsible for obtaining Internet and mobile carrier services via the service provider(s) of your choice, for any and all fees imposed by such service provider(s) and any associated communications service provider(s) charges. Standard messaging, data and other fees may be charged by your mobile carrier.

By checking on I Agree below, you indicate your acceptance of these eBill and eBill Payment Terms of Use.