

TERMS AND CONDITIONS OF AUTHORIZATION
FOR PAYMENT THROUGH CUSTOMER CREDIT CARD TO
HMW SPECIAL UTILITY DISTRICT (“HMW”)

The undersigned HMW customer (“Customer”) has authorized payment through the Customer’s designated credit card, and for that purpose further acknowledges and represents the following:

1. All of the Customer credit card and other information provided on the attached authorization for payment through the Customer’s designated credit card (“authorization”) is correct and complete. HMW may verify the Customer’s identity and other information provided as set forth in its Rate Tariff and Order (“Tariff”).
2. Only one credit card may be designated on the Customer’s authorization. HMW will use the authorization only for the purpose of paying amounts billed by HMW to the HMW customer account shown on the attached authorization, as further provided in Paragraph 6. below.
3. By their agreement to provide and accept this authorization, neither HMW nor its Customer waive their respective rights and remedies under HMW’s Tariff, the applicable Customer Service Agreement, or as otherwise provided by law.
4. HMW may reject and/or terminate the attached authorization at its discretion and at any time. In such event, HMW shall notify the Customer within ten (10) business days, by U.S. first class mail to the address on the attached authorization.
5. If a Customer authorized payment is declined by the Customer’s card issuer, HMW may, at its sole discretion, attempt subsequent requests for payment thereby, attempt to contact the Customer, or treat the declined payment as a nonpayment of the amount presented, without further notice to the Customer, and act on such nonpayment as provided by the Tariff.
6. HMW will present for payment the full amount due and payable by the Customer on HMW’s most current billing. Such presentation for payment will be made on the tenth (10th) day of each month, or the first business day thereafter, following HMW’s mailing of billings to all of its customers. This ongoing authorization for payment shall be valid for use by HMW until (a) HMW terminates the authorization, or (b) the authorizing Customer terminates the attached authorization in writing and actually delivers such writing to HMW. In the latter event, HMW will not present any billed amount for payment from and after the business day that follows its actual receipt of the Customer’s written termination of authorization. Any presentation for payment that occurred prior to such date shall be considered to be authorized.
7. **HMW MAKES NO REPRESENTATION OR WARRANTY TO THE CUSTOMER OR ANY OTHER PERSON, EITHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF QUALITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR SUITABILITY, TO CUSTOMER OR ANY OTHER PERSON, OF THE SERVICES PROVIDED BY HMW THAT ARE SUBJECT TO THIS AUTHORIZATION, OR OF ANY COMPUTER HARDWARE OR SOFTWARE PRODUCTS OR INTERNET DELIVERED CAPABILITIES USED TO PROVIDE SUCH SERVICES, OR AS TO THE SUITABILITY OR COMPATIBILITY OF HMW’S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE USED BY THE CUSTOMER, ITS CREDIT CARD ISSUER OR THEIR AGENTS.**
8. I (We) have carefully reviewed the attached authorization, including the above Terms and Conditions and the Release of Liability set forth below, and understand their contents and meaning.

RELEASE OF LIABILITY

For and in consideration of the acceptance by HMW Special Utility District (“HMW”) of the attached authorization for payment by my designated credit card, I (We) hereby release and shall indemnify HMW from and against all claims, liability, damages, and expenses, including attorney’s fees, regardless of nature, and as to both the undersigned or any third party, under the laws of the United States or any state, that arise from the delivery of the attached authorization to HMW and/or HMW’s acting thereon. This release and indemnification is general and unlimited, and includes but is not limited to rejection or termination of the authorization by HMW, failure of electronic technology and all other risks that arise from such authorization.

SIGNED this _____ day of _____, 20__.

Customer Signature

Printed Name

**AUTHORIZATION FOR CREDIT CARD USE TO
HMW SPECIAL UTILITY DISTRICT**

Please complete this form, attached Terms and Conditions and Release to authorize HMW Special Utility District to charge your designated credit card for payment for services provided by HMW.

Ongoing Authorization for Payment Through Designated Customer Credit Card

Name of HMW Customer: _____

Address: _____

City, State, Zip: _____

Phone Number(s): _____ HMW Customer Account No.: _____

Name on Credit Card: _____ Card Issuer: _____

Credit Card No: _____ Expiration: (Month & Year) _____

Credit Card Security Code: _____

Credit Card Billing Address (if different from above): _____

Authorization

As the owner, co-owner or authorized signer on the credit card account identified above, I affirm that I can lawfully provide for both the above information and this authorization. I hereby direct HMW to charge such credit card account the monthly amounts charged by HMW on the above HMW customer account. This authorization is ongoing, has no time limit, has no limit on the amount that may be charged and applies to all billings by HMW to the above customer account until the authorizing HMW Customer terminates this authorization as provided in the attached Terms and Conditions. I also accept such Terms and Conditions as a part of this authorization.

Signature: _____

Date: _____

Printed name: _____

Present this completed original form with original signature and a valid ID to:

HMW Special Utility District – P.O. Box 837, Pinehurst, TX 77362

Phone: (281) 356-5060

Fax: (281) 356-7667

Email: customerservice@hmw-sud.com