

The Southeast Alabama Gas District

Website User Agreement

Terms and Conditions of the use of SEAGD.NET website

Agreement Effective as of April, 1 2007

These terms and conditions apply when you access our website. Before proceeding to use the Services (as defined in Section 8, below) of our website, you should read the Terms and Conditions carefully. If you find yourself unable to agree to them, then you must not use our website. If, however, you agree to them unconditionally you will be given the opportunity to click the "I accept" checkbox, you will be allowed to process transactions, and you will then be able to use our website to which these Terms and Conditions apply.

The Southeast Alabama Gas District may amend these Terms and Conditions at any time by posting the amended Terms and Conditions on our website "www.seagd.net" and announcing such changes in the site forum. By continuing to use the site thereafter, you will be deemed to consent to the amendments.

Except as stated below, all amended Terms and Conditions shall be automatically effective after they are posted on the Site.

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1. Customer Service Contact and Company Information

1.1 For your information we list below the address details of The Southeast Alabama Gas District:

Corporate Office: 715 Dr. Martin Luther King, Jr.
Expressway
Andalusia, Alabama 36420

Contact Address: The Southeast Alabama Gas District
PO Box 1338
Andalusia, Alabama 36420

Phone: (800) 660-8683

E-Mail: marketing@seagd.com

2. Customer Eligibility for web services

2.1 Our Services are available only to individuals who have the capacity to form legally binding contracts under the law applicable to these Terms and Conditions. Without limiting the foregoing, our Services are not available to minors (under 18 years of age). If you do not qualify, you are not permitted to use our Services and no contract will be formed between you and The Southeast Alabama Gas District. Further, our Services are not available to temporarily or indefinitely suspended The Southeast Alabama Gas District customers.

3. Acceptance of Use for SEAGD.NET Website and Services

3.1 To use the “Services” (as defined in Section 8, below), of the website of The Southeast Alabama Gas District, a customer or non customer eligible under clause 2 above, the customer is required to accept these Terms and Conditions unconditionally by clicking the 'I accept' checkbox, when registering or before a transaction on the SEAGD.NET site can occur.

3.2 The Southeast Alabama Gas District in their absolute discretion reserves the right to refuse, suspend or cancel Service, of any customer.

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3.3 These Terms and Conditions shall override any contrary terms or conditions published by The Southeast Alabama Gas District or appearing on this website pertaining to customers.

3.4 In consideration of The Southeast Alabama Gas District agreeing to the customer's use of the Site and its Services, the customer agrees to comply with these Terms and Conditions.

4. Fees, Services and Currency Required

4.1 All monetary transactions on SEAGD.NET or third party employed by The Southeast Alabama Gas District to process credit card payments are calculated and received only in US DOLLARS.

4.2 The Southeast Alabama Gas District reserves the right to change its rates, fees and charges, in accord with its established procedures. Unless otherwise stated, all fees are quoted in US Dollars. You are responsible for paying all fees associated with using the Services and the Site and all applicable taxes.

4.3 You agree to pay to The Southeast Alabama Gas District the Fees for the Services you purchase from The Southeast Alabama Gas District, subject to the terms of this Agreement. Refunds and returns are defined in section 5.

4.4 The Services shall be made reasonably available to you, subject to these Terms and Conditions and subject to technical errors and downtime which may be associated with the Internet and the Site. You acknowledge and accept that The Southeast Alabama Gas District has no control over the Internet which is a global decentralized network of computer systems. Access to the Site and Services shall not, therefore, be error free or uninterrupted and may be disrupted and very variable.

4.5 The Site is maintained in association with The Southeast Alabama Gas District's hosting service providers. Every effort is made to ensure the continuity of the Site and Services, but some occasional technical downtime beyond our control and/or the control of our hosting service provider may occur. You acknowledge and accept that such downtime may prevent the Site being viewed and may restrict access to account or the ability to access the Services from time to time.

4.6 You acknowledge and accept that the disclaimers and limitation of liability relating to the Site and Services set out in clause 11 will apply.

5. Refunds and Returns Policy

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5.1 The Southeast Alabama Gas District will make every effort for accurate and secure credit card transactions. If there should be a problem with any online credit card gas bill payment please contact The Southeast Alabama Gas District for refund. It will be the burden of the customer to provide proof of the over charge to The Southeast Alabama Gas District appropriate officials before any refund will be given. For any request for refund, the following procedures will be followed.

5.2 If there is an over charge to your credit card by The Southeast Alabama Gas District or third party employed by The Southeast Alabama Gas District it is our policy to refund the overage by one of two methods. Before either of these procedures will be considered the customer must provide proof of over charge. (Ex. Copy of Credit Card Statement, Receipt of Transaction or other information deemed necessary by The Southeast Alabama Gas District officials.)

1. The Southeast Alabama Gas District will credit the customer's account with the US dollar amount of the over charge.

2. The Southeast Alabama Gas District will credit the amount of the over charge back to the customer's credit card used to make the Transaction.

6. Third Party Advertising and Links to Third Party Websites

6.1 There may be third party advertising posted on the Site from time to time which may contain links to third party websites, frames and portals ("Third Party Sites"). You acknowledge and accept that The Southeast Alabama Gas District does not exercise any review or editorial control over the content of such third party advertising whatsoever.

6.2 Accordingly, all The Southeast Alabama Gas District's liability or responsibility for the content of such third party advertising on the Site and any damage it may cause is hereby disclaimed and excluded to the maximum extent permitted by law.

6.3 Furthermore, The Southeast Alabama Gas District has not reviewed the content of Third Party Sites. The Southeast Alabama Gas District is not responsible for the content or availability of these Third Party Sites. If you decide to use any link to a Third Party Site, you leave the Site and you do so at your own risk. It is your sole responsibility to take all protective measures to guard against viruses or other destructive elements which may exist on those Third Party Sites.

6.4 Links to Third Party Sites in the third party advertising or otherwise on the Site does not imply that:

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- The Southeast Alabama Gas District endorses the content of such Third Party Sites;
- The Southeast Alabama Gas District is affiliated or associated with the owners of such Third Party Sites;
- The Southeast Alabama Gas District is legally authorized to use any trade mark, trade name, logo or copyright symbol displayed in or accessible through the Third Party Sites; or
- any linked Third Party Site is authorized to use any trade mark, trade name, logo or copyright of The Southeast Alabama Gas District.

7. Website Content

7.1 The Southeast Alabama Gas District reserves the right to change the content, presentation, performance, user facilities and availability of any part of the Site at its sole discretion and without notice. It is the customer's responsibility to refer to and update itself in relation to any changes made. Any such changes will become effective upon posting by The Southeast Alabama Gas District.

7.2 The Southeast Alabama Gas District does not warrant any continuity of connection, transmission over, security or results from the use of any network connection or facilities provided or omitted to be provided in connection with the use of the Site.

7.3 Where The Southeast Alabama Gas District provides hyperlinks to a third party's website, The Southeast Alabama Gas District shall not take any responsibility for nor does it make any warranties, representations or undertakings about the content of any other web-site which may be referred to or accessed by the hyperlink and The Southeast Alabama Gas District does not endorse or approve the content of such third parties websites.

7.4 The Southeast Alabama Gas District makes no warranty as to the continuous availability of the Site, but shall use reasonable endeavors to keep down time to a minimum.

8. Services Offered at SEAGD.NET and Release from Liability

8.1 "Services" defined. The Site acts as a web venue and online source of information relating to , and allows payment of amounts due to, The Southeast Alabama Gas District., It is available to customers and others. The Southeast Alabama Gas District only warrants the Services, and the products directly sold by The Southeast Alabama Gas District. Products and services provided by others are not warranted by The Southeast Alabama Gas District.

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8.2 Customer identities. Identification and authentication on the Internet is difficult. The Southeast Alabama Gas District relies on information submitted by the customer. See Section 9 below. The Southeast Alabama Gas District cannot and does not confirm each customer's purported identity.

8.3 Information Control. The Southeast Alabama Gas District website is designed to better serve our customers; advertise products and Services offered by The Southeast Alabama Gas District. This information is sometimes provided by third party vendors or organizations.

8.4 Release. Your use of this website confirms your agreement to release The Southeast Alabama Gas District, and our officers, directors, agents, subsidiaries and employees (the Released Parties), in the event that you have a dispute or issue arising from the use of this website, including without limitation any dispute with a third party link, advertisement or advertiser. You shall release the Released Parties from claims, demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

8.5 Further Release. Under no circumstances shall The Southeast Alabama Gas District be liable for direct, indirect, or incidental damages resulting from your use of information, commentary, advice or other content on or accessible from the Site. You agree to indemnify The Southeast Alabama Gas District against any actions, claims, proceedings, or liabilities arising from your use of the content of the Site.

9. Your Information

9.1 "Your Information" is defined as any information you provide to The Southeast Alabama Gas District or other users during registration for this website, in any public message area, through feedback or any e-mail or form features

9.2 Your Information and conduct (or any items listed therein) shall not:

- be false, inaccurate or misleading
- be fraudulent or involve the sale of counterfeit or stolen items
- infringe any third party's copyright, patent, trade mark, trade secret or other proprietary rights or rights of publicity or privacy
- violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising)
- be defamatory, trade libelous, unlawfully threatening or unlawfully harassing
- be obscene, blasphemous, contain any pornography including without limitation child pornography or other legally restricted material

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- contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information
- create liability for us or cause us to lose (in whole or in part) the Services of our ISPs or other suppliers
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with anyone or anything
- post or transmit chain letters, pyramid schemes, advertising, promotional materials, or other solicitation except as where explicitly requested by another user

9.3 The Southeast Alabama Gas District will use your personal information only to complete transactions entered on this site. Your personal information will not be delivered to any third party other than to complete your transaction. The Southeast Alabama Gas District will only use your personal information in accordance with the Privacy Statement, posted on the Site.

10. Access and Interference

10.1 You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without the prior written consent of The Southeast Alabama Gas District.

10.2 You agree that you will not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site.

10.3 You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure.

10.4 Much of the information on the Site is updated on a real time basis and is proprietary or is licensed to The Southeast Alabama Gas District by our users or third parties. You agree that you will not copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for Your Information) from the Site without the prior written consent of The Southeast Alabama Gas District or the appropriate third party, with the exception of downloading or printing a single copy for yourself for offline viewing

11. Legal Compliance

11.1 You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of our service.

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12. Notices

12.1 All notices required to be served on The Southeast Alabama Gas District shall be sent to the contact address stated in section 1 or to the e-mail address of The Southeast Alabama Gas District as set out in Section 1 or as otherwise notified on the Site from time to time for such purpose.

12.2 The Southeast Alabama Gas District, SEAGD.NET and The Southeast Alabama Gas District logo are trade names or trademarks of The Southeast Alabama Gas District, the use of which is expressly forbidden by any other persons without the express permission of The Southeast Alabama Gas District.

12.3 The Southeast Alabama Gas District makes no warranty or representation in respect of any other trade mark or trading name, symbol or device, all of which are hereby acknowledged. If you have any questions in relation to the use of any marks contained within The Southeast Alabama Gas District Services please contact The Southeast Alabama Gas District at the address in Section 1.

13. General

13.1 This Agreement shall be governed in all respects by the laws of the United States of America and the state of Alabama as if the Agreement was a contract wholly entered into and wholly performed within the United States and the State of Alabama. The parties hereby submit to the exclusive jurisdiction of the United States courts.

13.2 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out of these Terms and Conditions and the remaining provisions shall remain in force. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. The Southeast Alabama Gas District's failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.