

Memphis Light, Gas and Water (MLGW)

GIFT OF COMFORT PORTAL TERMS AND CONDITIONS

Welcome. You are viewing the Gift of Comfort Website (herein collectively referred to as “GOC portal”) of Memphis Light, Gas and Water Division (hereinafter referred to as “MLGW”). These terms, conditions, and policies referred to below, govern your use of MLGW’s GOC portal and the Web Services (hereinafter defined) provided through this Website. Please read them carefully. By using MLGW’s GOC portal and any of the Web Services, you agree to abide and be bound by these terms, conditions, and policies. The Terms and Conditions also extend to any email sent by a user to MLGW, at any time, arising out of transactions involving the GOC portal or the Web Services. Any use of MLGW’s GOC portal or the Web Services contrary to the Terms and Conditions at the time of such use, is unauthorized and prohibited.

MLGW reserves the right, in its sole discretion, at any time, for any reason, and without prior notice to any user, to revise the terms, conditions, and policies applicable to the use of this Website. Users are advised to review the Terms and Conditions each time they use this Website or the Web Services.

MLGW’s GOC portal offers users the ability to provide a gift of comfort payment to an MLGW account electronically.

By providing your email address and/or phone number, you are authorizing MLGW to communicate with you in this manner. In addition, by providing your phone number, you hereby consent to being contacted by telephone by MLGW employees or our agents concerning your GOC payment. You agree MLGW or our agents may place such calls using an automated dialing/announcing technique. You consent to MLGW or our agents making phone calls to a mobile telephone or other similar device. You agree MLGW may, for training or to evaluate the quality of our service, listen to and record phone conversations you have with us or our agents.

AUTHORIZATION FOR PAYMENT

The GOC portal incorporates commercially reasonable methods to authenticate the information you have supplied for making a payment to an MLGW account. You will not be able to submit a payment until the GOC portal matches the information you provide to an MLGW account. You will not receive nor be entitled to any information about any MLGW account including the account in which you are making a gift of comfort payment without the account holder’s authorization. I understand and agree that this GOC payment is a non-conditional gift and not a payment for goods or services. Once the payment has been submitted I have no rights to the funds gifted as a GOC payment.

By accepting these Terms and Conditions, you authorize the MLGW GOC portal to initiate a charge to the account you provided in the “Payment Method” section.

By accepting these Terms and Conditions, you represent and warrant:

1. You are 18 years old or older;
2. You are using your actual identity and any information you provide is accurate and complete;
3. You are legally authorized to make payments using the account(s) you have stored in your My Payments “Methods of Payment”;
4. You have read and agreed to our Privacy Policy; and
5. Your use of the Service will not violate any local, state, or national laws or regulations.

AUTHORIZATION FOR STORAGE OF CREDIT CARD, AND DEBIT CARD INFORMATION

By accepting these Terms and Conditions, you authorize the storage of Credit card or Debit card information you enter in your My Payments “Methods of Payment”. You represent and warrant you are legally authorized to use the Credit or Debit card account(s) you enter.

PAYMENT AUTHORIZATION

By providing MLGW with the account information for your GOC Payment “Payment Method”, you authorize MLGW to follow the payment instructions received from you through the GOC portal “Payment Method.”

When you use the GOC portal to send MLGW a payment instruction, you authorize MLGW to initiate a message to your bank or credit card provider to charge the account you indicated from your “Payment Methods” and to send those funds to MLGW for payment.

AUTHORIZATION FOR DIRECT PAYMENTS (ACH DEBITS)

By accepting these Terms and Conditions, you authorize MLGW to initiate ACH debit entries for the amount(s) specified, to the checking or savings account(s) you indicate, at the depository financial institution(s) you indicate. You agree the origination of ACH transactions to your checking or savings account(s) must comply with the laws of the United States of America.

Memphis Light, Gas and Water, a division of the City of Memphis, is a municipal utility company governed by the laws of the State of Tennessee.

All services provided by MLGW are provided pursuant to its then current credit and/or customer care policies, electric, gas and water service policies and any and all policies, rates, rate schedules and fee schedules adopted by the Board of Commissioners of Memphis Light, Gas and Water. These terms of service are binding on you and your successors and assigns and will be governed by the laws of the State of Tennessee. Any actions arising out of or related to the service or services provided to you by MLGW shall be brought in the courts of the State of Tennessee located within Shelby County, Tennessee or within a federal court in Shelby County, Tennessee.

ALTERATIONS AND AMENDMENTS

These Terms and Conditions may have been altered or amended from the last time you used the My Account portal. Please read the Terms and Conditions before you make a payment to be certain you still agree with its provisions. Your use of the My Account portal after any changes to these Terms and Conditions will constitute your agreement to such change(s).

These Terms and Conditions are the complete and exclusive statement of the agreement regarding the Services between you and MLGW relating to the GOC portal and its usage. It supersedes any proposal or prior Terms and Conditions, agreement, oral or written, and any other communications between you and MLGW relating to the GOC portal and its usage. If there is a conflict between what an MLGW employee tells you and the Terms and Conditions of this document, these Terms and Conditions will prevail.

You may print and retain this document for safekeeping and reference at any time during usage of the Service.