

AUTOPAY TERMS AND CONDITIONS

Menlo Park Municipal Water
menlopark.util360.com
650-330-6750



Purpose

The City of Menlo Park, in collaboration with Util360, offers an Autopay option for residents who voluntarily and with full knowledge of these Terms and Conditions wish to automatically pay their utility bills each month. By enrolling in Autopay, you agree to the terms and conditions outlined below.

Enrollment

Upon enrolling in this service, you authorize Util360 to automatically charge your utility bill amount to the specified credit card or bank account on the due date of each billing cycle. You can use a valid credit card or provide a bank account number for Electronic Clearing House (ECH) transactions. If there are insufficient funds in your account or your credit card limit is reached, your bank or credit card company may impose fees. Additional charges may apply to your utility account if the payment is rejected or refused. You will be responsible for monitoring your account balance, payment due dates, and ensuring your contact details are up to date in our records. In case of Autopay failure, you must arrange alternative payment methods to ensure timely utility bill payments.

Once you enroll in Autopay, the City of Menlo Park will process payments according to the following schedule:

I. If enrolled after the due date of the previous billing cycle, the bill amount will be processed in the next billing cycle on the due date.

II. If enrolled before the due date of the current billing cycle; the bill amount will be processed in the current billing cycle on the due date.

III. If enrolled on the due date; the bill amount may or may not be processed on the same day.

In case of insufficient funds in your account or if your credit card limit is reached, your bank or credit card company may impose fees. Additional charges may apply to your utility account if the payment is rejected or refused.

- a. A \$20 fee will apply per occurrence if the Autopay payment is rejected from a debit or credit card.
- b. A \$3 fee will apply per occurrence if the Autopay payment is rejected from an ACH transaction.

The customer is responsible for setting up the Autopay account and ensuring the accuracy of the provided bank account or credit card details to facilitate the processing of Autopay payments. The City of Menlo Park assumes no liability for any errors or failures associated with the payment processing service offered by Util360 and any other third-party payment processors, or for failed payments resulting from insufficient funds or customer errors.

The City of Menlo Park and Util360 are not responsible for transaction failures due to circumstances beyond their control, including but not limited to acts of God, hurricanes, earthquakes, and other natural disasters, epidemics, pandemics, terrorism, war, riots and civil unrest, government acts, embargoes, labor strikes and lockouts, and other events beyond the control of the parties, or third-party disruptions. The service is provided "as is" and "as available," without any warranties of any kind. By using this service, you agree to indemnify and fully compensate the City of Menlo Park, its employees, agents, affiliates, and service providers against any third-party claims, liabilities, damages, expenses, and costs, including reasonable attorney fees, arising from your use of the online options, your violation of these terms, or any infringement of rights by you or anyone using your account.

Cancellation

You always reserve the right to cancel enrollment in Autopay through your Util360 account. In case of cancellation, you must arrange alternative payment methods to ensure timely utility bill payments.

Authorization

By clicking on the authorization checkbox, you agree to accept these terms and conditions, acknowledge that you have authorized Util360 to withdraw or charge the account balance on the date it is due, and affirm that you are legally authorized to use the payment method specified.