

## General Website Terms & Conditions

### SEMCO ENERGY

The SEMCO ENERGY (“SEMCO”) website <http://www.semcoenergygas.com> is proffered by SEMCO as a courtesy to customers and visitors. The following terms & conditions govern use of semcoenergygas.com website (the "Site") and all other sites of SEMCO. The Term “Site” expressly includes all pages of this Site, including SEMCO’s [E-Bill](#) and [Online Payment](#) pages. Use of the Site is expressly subject to these terms & conditions (the “Terms”). SEMCO reserves the right to update and/or modify the Terms at any time without prior notice. Use of the Site is subject to the Terms as they exist at the time of use. If you do not agree or cannot comply with any of the Terms, you are not permitted to use this Site.

### Content and Liability Disclaimer

SEMCO endeavors to provide accurate information on the Site. However, SEMCO makes no representations or warranties concerning the accuracy of the information on the Site and shall have no liability or responsibility for any errors or omissions in the content of the Site. From time to time, SEMCO may revise or update information on the Site but is not obligated to do so and makes no representation or warranty that it will. SEMCO disclaims any and all warranties, implied or express, concerning information on the Site and disclaims any liability for any inaccuracies or errors contained on the Site.

### Use of the Site

Except as otherwise provided, all content, including images, text, illustrations, designs, icons, photographs, programs, downloads, video clips, and written and other materials that are part of the Site (collectively the "Contents") are intended solely for use by SEMCO on the Site. No right, title or interest in any of the Content is transferred to you. You may not reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of the Contents, the Site or any related software. SEMCO’s name and logo, and all related product and service names, design marks or slogans are the registered or pending trademarks or service marks of SEMCO or its affiliates. You are not authorized to use SEMCO’s (or any of its affiliates) name or mark in any advertising, publicity or in any other manner without the prior written consent of SEMCO or its affiliates, as applicable. All software used on the Site is the property of SEMCO or its suppliers and protected by U.S. and international copyright laws. The Contents and software on the Site may be used only as an information resource and all use is subject to the Terms. Any other use is not authorized and is strictly prohibited.

### Links to Third-Party Websites

The Site may contain links to websites which are not owned or operated by SEMCO. Such links to third-party websites are provided solely as a convenience and do not constitute SEMCO's endorsement, sponsorship or recommendation of the third party, its information, products or services. SEMCO is not responsible for the practices or policies of such third parties, nor the content of any third-party websites, and does not make any representations or warranties regarding third-party products or services, or the content or accuracy of any material on such third party sites. If you decide to link to any such third-party sites, you do so entirely at your own risk and SEMCO shall have no liability related to the same.

### Security

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation: (a) accessing data not intended for the user, or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from SEMCO on this Site and other than generally available third-party web browsers. Violations of system or network security may result in civil or criminal liability. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine provided on this site and search agents generally available on browsers.

### Supported Browsers

SEMCO does not warrant or represent the Site will be compatible with any specific internet browser or, if currently compatible, that the Site will remain compatible. Without creating any liability to SEMCO, SEMCO will endeavor to make the Site compatible with the most widely used and available internet browsers. SEMCO shall not be responsible for or have any liability for any errors, omissions, losses or damages resulting from the Site being incompatible with a browser.

### Disclaimers

All content, information, data, products, and services on the Site or referenced on the Site, or obtained from a website to which the Site links are provided "as is" without warranty of any kind either express, implied or statutory, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title, non-infringement, security or accuracy. SEMCO and its affiliates disclaim any liability, whether based on contract, tort, strict liability or otherwise, including without limitation liability for any direct, punitive, special, consequential, incidental or indirect damages, in connection with the goods or services provided by a third party through the Site including, without limitation, liability for any act, error, omission, injury, loss, accident, delay or irregularity which may be incurred through the fault, negligent or otherwise, of such third party.

### Applicable Law

These Terms shall be governed by the laws of the State of Michigan, without regard to its conflicts of law principles.

### Indemnification

By using the Site, you agree to defend, indemnify and hold harmless SEMCO and its affiliates from and against any and all claims, damages, losses, costs and expenses, including attorneys' fees, arising from or related to your use of the Site or any breach by you of these Terms.

### Limitation of Liability

SEMCO and its affiliates disclaim any liability, whether based on contract, tort, strict liability or otherwise, including without limitation liability for any direct, punitive, special, consequential, incidental or indirect damages, in connection with: (1) the goods or services provided by a third party through the Site, including, without limitation, liability for any act, error, omission, injury, loss, accident, delay or irregularity which may be incurred through the fault, negligent or otherwise, of such third party supplier; (2) the use of the Site, including, without limitation, lost profits, loss of goodwill, loss of data, accuracy of results, work stoppage or computer failure; (3) reliance upon information contained in or accessed from the Site.

## Privacy

Any personal information that you provide through this Site will be used by SEMCO in accordance with SEMCO's [privacy policy](#). Notwithstanding the privacy policy, SEMCO reserves the right to share information collected from the Site in an effort to discover and prosecute violations of these Terms.

## E-Bill Program

As a convenience to customers, SEMCO offers a free electronic bill ("E-Bill) program. The E-Bill program enables you to view and pay your monthly gas bill through My Access Online. Instead of receiving a paper bill each month, you will receive an E-Bill. Use of SEMCO's [E-Bill program](#) is subject to the following additional terms and conditions. Terms and conditions specifically applicable to the E-Bill program are in addition to, and do not replace, the other terms and conditions herein.

You may elect to participate in SEMCO's E-Bill program. Upon activation of this service, you will no longer receive a paper bill from SEMCO. Not all customers or accounts will be eligible for the E-Bill program and SEMCO reserves the right to determine eligibility to participate. SEMCO will use commercially reasonable efforts to present customers who have enrolled in the E-Bill program with prompt E-Bills. E-Bills will be available for viewing under the My Account tab on SEMCO's website. Additionally, SEMCO will use reasonable efforts to send email notification to the email address linked to your account when an E-Bill is available. It is your sole responsibility to ensure that your contact information on your account, including your email address, is up to date and accurate. It is your responsibility to log into your account and check for E-Bills. You are liable for timely paying all E-Bills, regardless of whether email notification of the E-Bill is sent or received.

You may cancel your enrollment in the E-Bill program at any time. SEMCO may, without prior notification, cancel your enrollment in the E-Bill program and reinstate paper billing on your account, for any reason SEMCO deems reasonable, including, but not limited to, late payments or returned notifications or for no reason. SEMCO may in its sole discretion cancel the E-Bill program at any time without notice. In the event your account is returned to paper billing, it is your responsibility to pay all E-Bills.

### Online Payment Service

As a convenience to customers, SEMCO offers an Online Payment service. Use of SEMCO's [Online](#) Payment service is subject to the following additional terms and conditions. Terms and conditions specifically applicable to Online Payment service are in addition to, and do not replace, the other terms and conditions herein.

You may initiate an online payment on your SEMCO account under the My Account or One-time Payment tab on SEMCO's website. It is your responsibility to ensure that sufficient funds are available in your account to complete any payments you schedule using the Online Payment service. If any payments are returned, you may be charged a returned item fee by SEMCO, which is due and payable immediately. Additionally, depending on your account and the form of payment, there may be a charge for making Online Payments which you are responsible for. SEMCO is not liable for any charges, including fees, assessed by your financial institution or any other entity related to your use of the Online Payment service. If your financial institution rejects a transaction scheduled using the Online Payment service, your scheduled payment will not be credited to your account. Simply scheduling a payment through the Online Payment service does not result in a credit to your SEMCO account. Rather, the payment must be processed and approved by your financial institution and funds released to SEMCO before your account is credited for the payment. Payments scheduled through the Online Payment system may be rescheduled at any time prior to the payment beginning processing. Once a scheduled payment begins processing, it cannot be cancelled or modified.