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- 6. **Password and Security.** You agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such password or credentials. If you believe that your password or credentials have been lost or stolen or that someone may attempt to use them to access this Website without your consent, please send a secure message or contact us at 800-937-6002.
- 7. **Interference and Malicious Code.** You may not use this Website, including uploading, posting or otherwise transmitting any information, that could in any way transmit, directly or indirectly, any form of malicious or unwanted code or program to this Website or any websites, servers, networks, systems or equipment, or would otherwise interfere with or disrupt this Website or any Websites, servers, networks, systems or equipment. You must at all times abide by all policies, procedures and other requirements established by any networks connected to this Website. You also may not employ any spiders, robots or other similar data mining programs or techniques on any Information or otherwise in connection with your use of this Website.
- 8. **Monitoring.** You agree that we and our Third Party Services providers have the right, but not the obligation, to monitor your use of this Website as well as any information posted or uploaded to this Website. We perform this monitoring for purposes of ensuring compliance with these Terms, compliance with any applicable laws or regulations, and understanding users' use of this Website, but this monitoring may be for any purpose permitted or authorized by applicable law, regulation or government or industry agent.
- 9. **Required Technology.** Your access and use of this Website may require certain equipment, connectivity services and other technology (e.g., computers or other similar devices, internet connectivity, reading programs, etc.). It is your responsibility to obtain and maintain all of this required technology at your own expense. Although we generally try to make this Website compatible with available technology, we do not imply or guarantee in any way that this Website will be compatible or otherwise accessible using any specific model, brand or type of technology.
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- 19. **Waiver of Jury Trial.** Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective affiliates arising under or relating to these Terms and the use of this Website.
- 20. **Waiver of Class Action Claims.** Both parties agree to waive any right to assert any dispute or claim against the other party or any other intended beneficiary arising under or relating to these Terms or this Website as a class action.
- 21. **Modifications to these Terms.** We may add to or otherwise modify these Terms (in whole or in part) at any time. Such changes are at our discretion, and such additions or modifications shall be effective immediately upon posting to this Website. By using this Website after such additions or modifications are posted, you are agreeing to accept and comply with the Terms as modified.
- 22. **Your Privacy.** Protecting your privacy is very important to us. Please review the Privacy Policy (below) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.
- 23. General. These Terms, as well as any other rules, procedures or protocols established by us (including the Privacy Policy and the Bill Payment Terms and Conditions below), constitute the entire agreement between you and us with respect to the subject matter hereof and supersede all previous agreements and arrangements between you and us, whether written or oral, with respect to such subject matter. Our affiliates and third party service providers, and their directors, officers, employees, agents, successors, and assigns shall be considered beneficiaries under these Terms and shall each have the right to enforce the provisions of these Terms directly, jointly or on its own behalf. These Terms shall be construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules. Any claims, actions or proceedings arising out of or related to this Website or these Terms must be brought in the federal or state courts of the State of Texas. By using this Website, you agree to submit to the jurisdiction of such courts. No waiver by us (or any of our agents) of any right under these Terms shall be deemed to be a waiver of any other term, right or obligation hereunder. To the extent any provision of these Terms, including without limitation any disclaimers set forth herein, are deemed to be unenforceable as a matter of law, all remaining provisions of these Terms shall remain in effect as written. Section headings are provided solely for convenience and shall not be given any legal import. By using this Website, you agree to submit to the jurisdiction of such courts. No waiver by us (or any of our agents) of any right under these Terms shall be deemed to be a waiver of any other term, right or obligation hereunder. To the extent any provision of these Terms, including without limitation any disclaimers set forth herein, are deemed to be unenforceable as a matter of law, all remaining provisions of these Terms shall remain in effect as written. Section headings are provided solely for convenience and shall not be given any legal import.
- 24. **Supplemental Terms and Conditions.** Supplemental or different terms and conditions than those set forth in these Terms may be applicable to information you receive or transactions you engage in using this Website. Any such supplemental or different terms and conditions will be disclosed to you, either by being posted on this Website or by inclusion in a separate agreement.