

## **XCEL ENERGY'S "MY ACCOUNT" ONLINE SERVICE**

### **TERMS AND CONDITIONS**

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE CHECKING "I agree" BELOW.**

YOU ARE ABOUT TO ENTER INTO AN AGREEMENT (THIS "AGREEMENT") BY CHECKING "I AGREE" BELOW. THIS AGREEMENT IS INTENDED TO SET FORTH THE BASIC TERMS AND CONDITIONS BETWEEN YOU AND THE XCEL ENERGY UTILITY COMPANY THAT PROVIDES YOU WITH ELECTRIC AND/OR NATURAL GAS SERVICES (EITHER NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, NORTHERN STATES POWER COMPANY, A WISCONSIN CORPORATION, PUBLIC SERVICE COMPANY OF COLORADO, OR SOUTHWESTERN PUBLIC SERVICE COMPANY, ONE OF WHICH IS THE PUBLIC UTILITY COMPANY THAT PROVIDES YOU WITH ELECTRIC AND/OR NATURAL GAS SERVICES). FOR CONVENIENCE, THOSE PUBLIC UTILITY COMPANIES ARE REFERRED TO COLLECTIVELY AS "XCEL ENERGY". BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. **YOU AGREE THAT XCEL ENERGY MAY MAKE AGREEMENTS WITH YOU BY ELECTRONIC MEANS AND THAT SUCH AGREEMENTS HAVE THE SAME LEGAL EFFECT AS AGREEMENTS ENTERED INTO ON PAPER AND ARE AUTHENTIC AND VALID.**

#### **1. What is the Service?**

Xcel Energy's "My Account" Online Service is a proprietary Internet application that will enable you to manage your utility account with Xcel Energy. This service will provide you capabilities to access your account online, review your billing and payment information, obtain information about your energy usage, maintain your account information, utilize available payment options/pay arrangements, eBill, eBill Payment, start/stop service by customers and landlords on behalf of tenants, submit online product/program requests, online energy audit, energy management and other self-service options (the "Service"). IN ADDITION, THESE TERMS ALSO GOVERN YOUR USE OF XCEL ENERGY'S "ONLINE ENERGY MANAGEMENT" SERVICE WHICH IS AN ADDITIONAL FEATURE THAT YOU MAY BE ENTITLED TO RECEIVE. IF YOU HAVE ACCESS TO THE "ONLINE ENERGY MANAGEMENT" SERVICE, IT SHALL BE DEEMED PART OF THE "SERVICES" SUBJECT TO THESE TERMS AND THE PROVISIONS OF PARAGRAPH 17 WILL ALSO APPLY TO YOU. PLEASE REVIEW PARAGRAPH 17 TO MAKE SURE YOU UNDERSTAND YOUR RIGHTS AND OBLIGATIONS RELATING TO YOUR USE OF THE ONLINE ENERGY MANAGEMENT SERVICE.

## **2. What happens if I do not agree to this Agreement?**

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST CLICK THE "**DO NOT ACCEPT**" BUTTON OR CLOSE YOUR BROWSER SESSION. YOUR NON-ACCEPTANCE OF THIS AGREEMENT OR ANY MODIFICATION WILL MEAN THAT YOU WILL NOT BE ABLE TO UTILIZE THE SERVICE. YOU CAN CONTINUE TO RECEIVE RELEVANT BILLING INFORMATION AND OBTAIN SERVICES AND INFORMATION RELATED TO YOUR ACCOUNT BY MAIL (AND PHONE IF AVAILABLE).

## **3. Your right to use the Service.**

Xcel Energy grants you the right to access the Service via the Internet free of charge solely for your own internal purposes. You may view and download displayed materials, provided that you do not remove any copyright, trademark and other proprietary notices shown on the materials. This license is personal to you. Except as set forth in Section 5 below, you may not transfer or assign your rights under this license to anyone else. Xcel Energy reserves the right to revoke this license at any time for any reason. Xcel Energy grants similar licenses to other customers.

## **4. Do not provide any inaccurate or false information to Xcel Energy.**

As part of the registration process and your use of the Service, you will be asked to provide certain information to Xcel Energy. You agree that you will not supply false contact information, impersonate any person or entity, or otherwise mislead as to the origin of the information provided by you. You agree to keep the contact information associated with your accounts accurate and complete. The information provided by you may be used to determine eligibility for access to the Service. If the information you have supplied is incorrect or is not up to date, Xcel Energy reserves the right to revoke your access to the Service. You agree that you will not attempt to obtain services by providing false information or accessing an account for which you have no actual authority to access. Actual or attempted unauthorized use of the Service may result in criminal and/or civil prosecution.

## **5. Can I authorize others access to my accounts through the Service?**

Yes. The Service will enable you to designate individuals who you have authorized to access your account. These individuals, referred to as "**Delegates**", will be permitted to access the Service to the extent you designate. Please consider the Delegate designation carefully as these individuals will be able to perform certain actions in the Service depending on the level of access you provide the Delegate (Admin (full access), View & Pay or View Only). Access to My Account and the Services is controlled through the use of a unique User ID and password selected by you. The password must be held on a confidential basis by you and not given to other people. **Xcel Energy has the right to rely upon actions and directions made by your designated Delegates as your legal**

**agents, and you will be responsible for any actions taken by Delegates when accessing the Service.**

Except for Delegates, you agree not to give or make available your password or allow other means of access to your account by any unauthorized individuals. You are responsible for safeguarding your User ID and password and agree to indemnify and hold Xcel Energy harmless from any claims resulting from improper use of your User ID and password. You shall not use or allow others to use the Service for any purpose not expressly permitted by this Agreement.

Please note that Xcel Energy will not honor any request from a third party to release customer information based on a Delegates entry in My Account. We will share certain information about you (such as energy usage data) with a third party only if you have previously authorized such disclosure in writing, using an approved consent form. See our [Privacy Policy](#) for more information about releasing customer information to a third party.

#### **6. Will Xcel Energy ever ask for my password?**

**Xcel Energy representatives will never ask you for the password that you use to access the Service.** You should reject any unsolicited requests for your password. If you believe that your password has been compromised, lost or stolen, or that someone may attempt to use your Xcel Energy account online without your consent, promptly notify Xcel Energy by calling 1-800-895-4999. You should also consider filing reports to applicable law enforcement agencies if the circumstances of the compromise appear to be the result of criminal conduct. Xcel Energy's Privacy Policy allows us to help with an investigation where a subpoena for investigatory information has been issued to us. Xcel Energy may at our option change the Password parameters without prior notice to you, and if Xcel Energy does so, you will be required to change your Password the next time you enter My Account. You are solely responsible for maintaining, installing and operating your computer and software in using the Services. Xcel Energy is not responsible for errors or failures related to the malfunction of your computer or software.

#### **7. What happens if I forget my password?**

Xcel Energy can help you recover or reset your password. You will select security questions and their answers during your profile registration. Correct answers to these questions will allow access to your account if you forget the password. Select security questions and answers carefully so the information is known only to you. If you are unable to reset or recover your password, please contact Xcel Energy. Xcel Energy's relevant contact information can be found at <http://www.xcelenergy.com/ContactUs>.

#### **8. How Xcel Energy uses information supplied by you.**

The information included in your Service profile including, but not limited to, your user name, password, personal usage data and account data, is used as part of the Service.

Xcel Energy takes protecting your personal information seriously and use of this information is subject to the Xcel Energy [Privacy Policy](#). **XCEL ENERGY WILL NOT SELL, RENT OR GIVE AWAY YOUR PERSONAL INFORMATION TO OTHER COMPANIES FOR USE IN SELLING THEIR PRODUCTS OR SERVICES UNLESS YOU CONSENT.** The submission of your personal data, and our use of your personal and financial data, is subject to the terms of this Agreement and the Xcel Energy Privacy Policy. By using My Account and submitting your personal and financial information to us, you agree to the terms of the Xcel Energy Privacy Policy.

**9.Xcel Energy's right to modify this Agreement, including to comply with applicable laws, rules and regulations.**

This Agreement, or portions thereof as provided by law, may be subject to the jurisdiction of certain public utilities commissions that regulate Xcel Energy's provision of utility services to you (the "**Commission**"). Xcel Energy may file a copy of this Agreement with each such Commission. Please check the general terms and conditions of this Agreement regularly. In the future, Xcel Energy may want to modify this Agreement. If Xcel Energy does so, Xcel Energy will provide you prompt notification of such modifications and, if the changes will have a material impact on your use of the Service or expose you to additional obligations or liability, Xcel Energy will ask you to consent to these changes by clicking "I Accept". At that time, you will have the right to reject the modified material terms and terminate this Agreement and your access to the Service. Please note, however, that your continued use of this Web site and/or the Services after amendments are posted will constitute your acceptance of such amendments. The most up-to-date version of this Agreement will always be available for your review on this Web site. Each time you or a Delegate logs on to their profile you/they will have an opportunity to review this Agreement. If you have any questions about this agreement, contact Xcel Energy at the relevant contact number found at <http://www.xcelenergy.com/ContactUs>.

**10.Each party's right to terminate this Agreement.**

(a) This Agreement and the rights Xcel Energy grants to you under it are effective from the time that you indicate your acceptance of this Agreement and continue until the Services are terminated by Xcel Energy, you unsubscribe from the Services, or you no longer have an active service account with Xcel Energy. You may opt to discontinue use of the Service at any time by not accessing the Service. If either party terminates this Agreement, your license and access to the Service will also automatically terminate. Xcel Energy may at any time modify or discontinue any aspect or component of the Service. In Xcel Energy's sole and absolute discretion, we may, without notice, restrict or terminate your use of the Service, user accounts, user IDs or passwords. Any such restriction or termination will not relieve you of obligations incurred and accrued prior to the effective date of such termination.

(b) Xcel Energy may change or add additional features or online services to My Account, as appropriate. Xcel Energy shall notify you of any changes to features if Xcel Energy is

legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

### **11. Intellectual Property Rights.**

(a) All text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, software, the Service and other materials not generated by you (the "**Content**") on the Service and Xcel Energy's website are copyrights, trademarks, service marks, trade secrets or other intellectual property or proprietary rights owned or licensed by Xcel Energy, Xcel Energy Inc., its agents, service providers and/or licensors. The marks "Xcel Energy" and the red "swirl" logo are the exclusive property of Xcel Energy Inc. You may not remove, modify or obscure any proprietary rights notices that Xcel Energy or its licensors and service providers place on the Service.

(b) You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit, any of the Content or the Service for any purpose. Under no circumstances will you obtain any rights, or license, in processes, information or technology described in the Content or in the Service.

### **12. Restrictions on your use of the Service.**

(a) You may use the Service for lawful purposes only. You are prohibited from using the Service in a manner that would constitute a civil or criminal offense. You are prohibited from using the Service in a manner that unlawfully invades the privacy of another or without their consent, or that involves the use of Xcel Energy's customized data, data reports, customized data feeds, or any other product for commercial use or mass distribution. You are prohibited from using or infringing on the intellectual property of Xcel Energy or any third party. You are prohibited from installing or attempting to install or upload software viruses, mass mailings, chain letters or any form of spam or disruptive technological artifice. You only may exercise the rights granted to you in this Agreement within the United States.

(b) Because the Service is a software device that may be adversely affected by other computer applications and software programs, you agree to maintain reasonable security including antivirus, Internet firewall, or other software and/or systems in place to reduce the risk of unauthorized access to your account while you retrieve or post information. If you fail to implement reasonable security measures or allow someone else to access your account(s) without your authorization, you are responsible for any transactions they initiate. Xcel Energy is not required to seek damages from a third party due to your failure to maintain security from your computer or your computer's Internet connection which has resulted in transactions under your account that you maintain were not authorized.

(c) While using the Service, you may not alter, interfere or disrupt the content or functioning of the Service, including but not limited to uploading, posting or transmitting any material that (i) contains viruses, Trojan horses, worms, time bombs, cancelbots or

other computer programming routines that damage, interfere with, capture, intercept or expropriate any data relating to the Service; or (ii) disproportionately burdens the delivery of the Service online.

**13.Xcel Energy's waiver of warranties and limitation of its liability.**

(a) XCEL ENERGY MAKES REASONABLE EFFORTS TO PROVIDE MATERIAL AND CONTENT THROUGH THE SERVICES AND ON THIS WEBSITE THAT IS CORRECT. HOWEVER, XCEL ENERGY CANNOT GUARANTEE THEIR ACCURACY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOUR EXCLUSIVE REMEDY FOR INACCURATE CONTENT IS THAT, UPON NOTIFICATION BY YOU THAT SOME CONTENT IS INACCURATE, WE WILL TAKE REASONABLE STEPS TO INVESTIGATE THE REPORTED INACCURACY TO THE EXTENT REQUIRED BY APPLICABLE LAW, TARIFF, RULE OR REGULATION. BASED ON THE RESULTS OF THE INVESTIGATION WE WILL CORRECT ANY INACCURACY THAT WE DETERMINE EXISTS.

(b) OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, XCEL ENERGY DOES NOT GUARANTEE THE AVAILABILITY OF THE SERVICE. FOR THOSE REASONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, XCEL ENERGY, ON BEHALF OF ITSELF, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS, ITS AND THEIR RESPECTIVE AFFILIATES, DISCLAIMS ANY LIABILITY FOR ANY INACCURACIES OR ERRORS ON THE SERVICE, THE CONTENT, OR EQUIPMENT PROVIDED RELATED TO THE SERVICE. THE SERVICE AND ALL CONTENT IS PROVIDED "AS IS", AND "WITH ALL FAULTS", WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES DO NOT WARRANT NOR MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF THE SERVICE OR THE CONTENT FOR ANY PURPOSE. FOR EXAMPLE, XCEL ENERGY DOES NOT WARRANT THAT ANY CONTENT OR SERVICE PROVIDED WILL BE UNINTERRUPTED OR ERROR-FREE. XCEL ENERGY WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR DELAYS IN THE OPERATION OR TRANSMISSION OF THE SERVICE OR THE CONTENT.

(c) OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, IN NO EVENT WILL XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS OR LICENSORS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, THE CONTENT OR EQUIPMENT RELATED TO YOUR USE OF THE SERVICE, OR FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS,

LOST PROFITS, LOST DATA, UNAUTHORIZED ACCESS OR ACQUISITION OF YOUR DATA, OR OTHER LOSSES, EVEN IF XCEL ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THIS LIMITATION OF LIABILITY IS UNENFORCEABLE, IN NO EVENT WILL THE LIABILITY OF XCEL ENERGY, ITS AFFILIATES OR SUBSIDIARIES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, IN CONNECTION WITH THIS AGREEMENT OR THE CONTENT UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED \$250.00 IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) YOU AND EACH AUTHORIZED DELEGATE FOR THE SERVICE INDEMNIFIES AND HOLDS XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES HARMLESS AGAINST ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF REVENUE; LOSS OF USE OF THE WEBSITE, LOSS OF USE OR DAMAGE TO YOUR COMPUTER EQUIPMENT OR PRODUCTS OR PROGRAMS, BUSINESS INTERRUPTION, LOSS OF USE OF DATA, PROGRAMS OR EQUIPMENT) ARISING OUT OF YOUR ACCESSING, BROWSING OR USING, OR YOUR INABILITY TO ACCESS, BROWSE OR USE, THE SERVICE, OR THE CONTENT PROVIDED THROUGH THE SERVICE.

(e) CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

#### **14.Applicable Law and Venue.**

The state commission having jurisdiction and venue regarding this agreement will depend on where you have received utility service. If you are responsible for multiple premises this may vary by premises if they are in different states. In the event that you or Xcel Energy claim a breach of the terms of this Agreement or a misuse of the Service, you and Xcel Energy consent to the jurisdiction of any court or utility commission sitting within the state of any premises where you received the benefit of utility service from Xcel Energy, and any such claim or other dispute related to this Agreement or the Service shall be resolved pursuant to the laws of such state, without reference to its principles on conflicts of laws.

## **15. General Terms.**

This Agreement, the individual programs terms of use referencing this Agreement, the Privacy Policy, and any amendments thereto constitute the entire agreement between you and Xcel Energy with respect to your rights to access and use of the Service. All prior and contemporaneous agreements and understandings relating to the subject matter hereof are superseded by and merged into this Agreement. All rights and remedies, whether conferred hereunder or by any other instrument or by law, will be cumulative and may be exercised singularly or concurrently. Xcel Energy's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. If any provision(s) of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or information by either party shall alter the meaning or interpretation of the terms of this Agreement.

## **16. Additional Terms if you are a Governmental User.**

The Service and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. If you are a U.S. Government end user then consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to you (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States. Any breaches of this Section will be a material breach of this Agreement.

## **17. Additional Terms and Conditions Relating to the "Online Energy Management" Service.**

If you have been selected to receive access to Xcel Energy's Online Energy Management Service and you choose to receive the service through a separate agreement with Xcel Energy, a proprietary Internet application will be made available to you that will enable you to view energy usage for your premises and monitor and control certain energy management products available from Xcel Energy and its third party providers.

## **18. eBill and eBill Payment**

If you sign up for eBill and/or eBill Payment service through My Account, you must also first agree to the eBill and eBill Payment Terms of Use. This Agreement also governs your use of the eBill and eBill Payment through My Account, and supplements the eBill and eBill Payment Terms of Use. You may still use other parts of the Services if you do not sign up to eBill or eBill Payment.



## **19. Force Majeure**

Except to the extent otherwise required under applicable law, delay in or failure to perform any Service shall be excused if such delay or failure is caused by strike, fire, flood, earthquake, acts of nature, governmental action, failure of suppliers, communications lines failures, power failures, or for any other cause or event beyond Xcel Energy's reasonable control. In such instances, Xcel Energy agrees to resume performance of affected Services as soon as commercially feasible to do so.

## **20. Systems Requirements**

### **(a) Installation, Maintenance and Operation of Equipment**

You are responsible for obtaining, installing, maintaining and operating all computer equipment, in accordance with such requirements as may be (i) provided by the equipment manufacturers and (ii) any other documentation provided to you in connection with My Account and the Services.

### **(b) Browser Access and Internet Services**

You are responsible for obtaining a browser capable of a sufficiently high level of encryption to meet the systems requirements established by Xcel Energy from time to time. Your use of any browser may also be subject to the license agreements of the browser manufacturer, in addition to this Agreement.

You are responsible for obtaining Internet services via the service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks (to the extent the law allows you to do so). You acknowledge that you are using the Services at your convenience, have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information and initiating instructions and that you are satisfied with that assessment.

In order to view this Agreement and receive electronic communications from Xcel Energy, you must have a valid e-mail address and a computer equipped as described below. If your e-mail address changes, you will need to update it.

Hardware/Software\*:

Workstation: Must be able to run the Flash plug-in.

Windows

Intel Pentium II 450MHz, AMD Athlon 600MHz or faster processor (or equivalent)

128MB of RAM

Macintosh

PowerPC G3 500MHz or faster processor

Intel Core Duo 1.33GHz or faster processor

128MB of RAM

Internet connection: recommend broadband

Screen size: recommend minimum resolution 1024x768

Web browser: supports Flash Player and 128-bit encryption

(e.g. Internet Explorer 6+, Firefox 1.5+, Safari, Google Chrome)

Adobe Flash Player: require v9, recommend v10 (download at <http://get.adobe.com/flashplayer/>)

Adobe Acrobat Reader: recommend v7+ (download at <http://get.adobe.com/reader/>)

Note: Adobe Flash Player system requirements can be viewed using the following links:

Flash Player 10: <http://www.adobe.com/products/flashplayer/systemreqs/>

Flash Player 9:

<http://www.adobe.com/products/flashplayer/productinfo/systemreqs/flashplayer9/>

If you have a printer, you may also print a copy of this Agreement. You can do this by simply clicking on the "Print" button.

By checking on "I Agree" below, you confirm that you have computer hardware and software that meets the requirements above.

Please indicate below your acceptance of this Agreement.