

SOUTHWEST GAS AGENCY PLEDGE PORTAL WEBSITE TERMS OF USE

Agency Pledge Portal Website

The Southwest Gas Agency Pledge Portal Website, including all of its content and services (collectively, the “Web Portal”), is owned by Southwest Gas Corporation (“Southwest Gas”). The Web Portal is a proprietary web-based application that is designed for use by authorized assistance agencies to perform certain operations in connection with utility assistance programs for the benefit of Southwest Gas customers (“Customer(s)”).

Use of Web Portal

This Agency Pledge Portal Website Terms of Use Agreement sets forth the terms and conditions governing your access to and use of the Web Portal, as modified or updated from time to time (“Terms of Use”). Your rights and obligations with respect to utility assistance funding provided to Customers, in general, are as set forth in the Agency Assistance Agreement between the assistance agency you represent (“Agency”) and Southwest Gas (“Agency Assistance Agreement”). Your use of the Web Portal shall be deemed your acknowledgement, notification and acceptance of these Terms of Use. If you are not an authorized user, any use of the Web Portal is prohibited.

As part of the registration process and your use of the Web Portal, you will be asked to provide certain information to Southwest Gas. You agree that you will not supply false information or otherwise mislead as to the origin of the information provided by you. You agree to keep the contact information associated with your account accurate and complete. You agree that you are authorized to use the Web Portal and any information and data contained therein solely in connection with qualifying and administering utility assistance benefits to Customers, and for no other purpose. In accessing and using the Web Portal, you may exercise only the rights granted under these Terms of Use.

Access to Web Portal

You agree to keep confidential and not disclose or make available your Web Portal login credentials to any unauthorized person or entity. You are responsible for safeguarding your login credentials and agree to indemnify and hold Southwest Gas harmless from any claims, liabilities or damages resulting from improper use of the credentials.

Southwest Gas reserves the right to revoke your access to the Web Portal at any time if Southwest Gas determines, in its sole discretion, that you have failed to comply with the terms of this Agreement, or violated any applicable law or regulation, or any Southwest Gas data security or confidentiality procedures. Actual or attempted unauthorized use of the Web Portal may result in criminal and/or civil prosecution. Southwest Gas shall not be held responsible for your violations of the law or these terms.

Web Portal Access to Customer Information

By entering the Web Portal, you will have access to certain Customer personal information and account data, including, but not limited to, account number, payment history and street address. All such Customer information and data accessed through the Web Portal shall be referred to as “Customer Information.” You acknowledge and agree that prior written consent from the Customer of record for the applicable Southwest Gas account must be provided before you are authorized to access any such Customer Information. Southwest Gas reserves the right to require you to provide proof of a Customer’s prior written consent.

Your failure to promptly provide evidence of the Customer's prior written consent may result in termination of your access to the Web Portal without recourse. You acknowledge and agree that any Customer Information that you obtain through the Web Portal will be used solely for the purpose of qualifying and awarding utility assistance to Customers.

You further agree to keep confidential and not to disclose, divulge or provide to any third party, any Customer Information, unless such disclosure is required by law. You shall be responsible for any unauthorized use or disclosure of such information. These confidentiality obligations shall survive the termination or expiration of this Agreement.

Intellectual Property Rights

All text, images, graphics, designs, data, software, and other materials on the Web Portal (the "Content") are copyrights, trademarks, service marks, trade secrets or other intellectual property or proprietary rights owned or licensed by Southwest Gas, its agents, service providers and/or licensors. You are prohibited from distributing, publishing, transmitting, modifying, creating derivative works from, or in any way exploiting, any of the Content or the Web Portal for any purpose. Under no circumstances will you obtain any rights or license in processes, information or technology described in the Content or otherwise on the Web Portal. Nothing contained on the Web Portal should be construed as granting, by implication, or otherwise, any license or right to use any Southwest Gas logos, trademarks or service marks displayed on the Web Portal without the written permission of Southwest Gas, and any use is strictly prohibited.

Data Security

Because the Web Portal 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 that result in unauthorized access to your account, you are responsible for any transactions initiated and/or damages incurred.

You shall not alter, interfere or disrupt the content or functioning of the Web Portal, 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 Web Portal; or (ii) disproportionately burdens the delivery of the Web Portal.

In no event shall any information, data or materials from the Web Portal be printed or stored in any information storage or retrieval system unless authorized by the Customer.

Indemnity

YOU AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS SOUTHWEST GAS AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES LOSSES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND LIABILITIES OF EVERY KIND, WHICH MAY RELATE TO OR ARISE FROM THESE TERMS OF USE, YOUR USE OF OR ACTS OR OMISSIONS WITH RESPECT TO THE WEB PORTAL AND/OR THE MISUSE OR DISCLOSURE OF CUSTOMER INFORMATION OR OTHER DATA CONTAINED IN THE WEB PORTAL. THIS INDEMNIFICATION OBLIGATION

SHALL SURVIVE THE TERMINATION OF THESE AGREEMENTS AND THE AGENCY ASSISTANCE AGREEMENT.

Disclaimer of Warranties

THIS WEB PORTAL IS MADE AVAILABLE TO USERS “AS IS,” AND WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED, TO WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SOUTHWEST GAS MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT OR PROCESS DISCLOSED ON THIS WEB PORTAL, OR OTHER INFORMATION ACCESSIBLE FROM THIS WEB PORTAL. FURTHER, SOUTHWEST GAS DOES NOT WARRANT OR REPRESENT THAT THIS WEB PORTAL OR THE SERVER THAT MAKES IT AVAILABLE IS ERROR-FREE OR THAT THE WEB PORTAL WILL BE UNINTERRUPTED OR FREE OF DEFECTS, INCLUDING, WITHOUT LIMITATION, TYPOGRAPHICAL ERRORS, COMPUTER VIRUSES, WORMS, OR ANY OTHER SIMILAR PROBLEMS AND/OR DEFECTS. SOUTHWEST GAS ASSUMES NO RESPONSIBILITY AND/OR LIABILITY FOR ANY DAMAGES TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF OR ARISING OUT OF YOUR USE OF OR ACCESS TO THIS WEB PORTAL. IN ADDITION, SOUTHWEST GAS HAS NO DUTY TO UPDATE THIS WEB PORTAL, OR THE CONTENT THEREOF, AND SOUTHWEST GAS SHALL NOT BE LIABLE FOR ANY FAILURE TO UPDATE SUCH INFORMATION.

Limitation of Liability

SOUTHWEST GAS SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ACTUAL, DIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, EXEMPLARY, LOST PROFITS, LOSS OF REVENUE, AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF REVENUE; LOSS OF USE OF THE WEB PORTAL, 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 ACCESS TO OR INABILITY TO ACCESS THIS WEB PORTAL, OR YOUR USE OF OR RELIANCE UPON THIS WEB PORTAL OR THE CONTENT HEREOF, EVEN IF SOUTHWEST GAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Reservation of Rights

Southwest Gas reserves the right to modify in part or in whole, or temporarily or permanently discontinue the Web Portal or any content contained therein for any reason and at any time without notice. Southwest Gas is not liable to you or any third party for modifications, suspension or discontinuance of any services or content offered on the Web Portal.

Jurisdiction

These Terms of Use shall be construed in accordance with the laws of the state of Nevada. All disputes arising from your use of this Web Portal or under this Agreement, shall be resolved in a court located in Clark County, Nevada, without reference to conflict of laws or choice of law statutes.

General Terms

These Terms of Use constitute the entire agreement between you and Southwest Gas with respect to your access to the Web Portal. All prior and contemporaneous agreements and understandings relating to the subject matter hereof are superseded by and merged into these Terms of Use. 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. Southwest Gas's failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. If any provision(s) included herein 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. Your consent to these Terms of Use shall be binding upon you and your legal representatives, successors and permitted assigns. No other person shall have any right against Southwest Gas hereunder. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms of Use. No oral explanation or information by either party shall alter the meaning or interpretation of the provisions of these Terms of Use.

Acceptance of Terms of Use

By using the Web Portal, you agree that you have read, understand and will abide, and be bound, by these Terms of Use.

AGENCY USER:

Signature: _____
Printed Name: _____
Date: _____

AGENCY:

(Agency Name)
By: _____
(Authorized Representative's Signature)
Printed Name: _____
Title: _____
Date: _____