



Willamette Sailing Club
MAILING ADDRESS: PO BOX 69385,
PORTLAND OR 97239
LOCATION: 6336 SW BEAVER AVE,
PORTLAND OR 97239

Account Access Terms & Conditions

These Terms and Conditions cover The Willamette Sailing Club of Portland, LLC. You may use Willamette Sailing Club's (WSC) Account Access offered through WSC's online Account Access service system, only if you are a customer of WSC, properly register a user name and password, and agree to these Terms and Conditions.

1. General. WSC currently offers Account Access through its online Account Access service system. WSC's Online Account Access service ("Account Access") allows you to view your WSC bill via the Internet and allows you to pay your WSC bill via the Internet. By accepting below or otherwise using Account Access you represent that you are the customer of record for the WSC customer account or service account that you are enrolling in or that is enrolled in Account Access. WSC reserves the unqualified right to accept or decline to accept an application to enroll in Online Billing, Account Access and/or Direct Payment.
2. Your Password. You must use a user name and password ("Password") to access WSC's Account Access. Your Password has the same effect as your written signature in connection with WSC's Account Access and can be used to access your bill. Your Password must be kept confidential at all times and should not be provided to any other party. You are responsible for keeping your Password confidential and protecting it against improper and unauthorized use. You are solely responsible for any and all transactions, entries or instructions initiated through the use of your Password, and any and all claims, losses, damages, expenses and costs incurred by the improper or unauthorized use of your Password and/or the use of your Password by others. If you believe that your Password has been lost or stolen, that someone has improperly accessed your account for WSC's Account Access without your permission, or that the security of your Password has been compromised in any way, please contact WSC immediately. You may also reset your Password online by contacting WSC as provided in the "Notices to WSC" Section below. If you have forgotten your Password, online reminder capabilities are available to assist you in remembering them by selecting "Forgot My Password" from the Log-In screen.
3. Availability. WSC's Account Access is designed to be available seven days a week, 24 hours a day, and WSC will endeavor to update account balance and activity information daily. However, WSC shall not be liable for any failure to send electronic notifications concerning your bill, for your inability to receive electronic messages or to access WSC's Account Access, or for WSC's delay in updating or failure to update any information, for whatever reason.

4. Payment of WSC Bill(s). It is your sole responsibility to pay your WSC bill(s) on time to avoid late fees, collection activity or disconnection of electric service.
5. Credit cards accepted. Any card with a Visa, Mastercard, American Express, or Discover Card logo, including gift cards, are accepted.
6. Refund and Return Policy. No refund will be made once a payment is made. Once a payment is made, it is non-refundable and non-transferable. It is your responsibility to familiarize yourself with this refund policy. By signing up for an account, you indicate that you have read this refund policy and that you agree with and fully accept the terms of this refund policy.
7. Payment Processing for Account Access. Payments made through Account Access received before 6:00 p.m. Pacific Standard Time, Sunday through Friday, will be credited to your WSC account the same day. Payments made after 6:00 p.m. Pacific Standard Time, Sunday through Friday or on Saturday or holidays, will be credited to your account the following business day. You are solely responsible for making payments sufficiently prior to the due date, and you are solely responsible for any late fees.
8. Unauthorized Transfers. If you believe someone has improperly accessed your Bank Account through Account Access without your permission, contact WSC immediately. You should also immediately contact your Financial Institution.
9. Fees. WSC does not charge you any fees for using the Account Access. However, if you are using Account Access, your Financial Institution may charge you fees related to your Bank Account, including transaction fees or fees for attempting transfers without sufficient funds.
8. Termination. You may choose to cancel Account Access at any time with no fee. If you wish to discontinue Account Access, you may cancel by sending a cancellation notice to the address shown below under "Notices to HHM." Generally, within ten (10) days of WSC's receipt of your request, termination will be effective. WSC reserves the right to discontinue any of the Account Access, and/or suspend or terminate your access to any of the Account Access, without notice, at any time or for any reason. WSC will attempt to provide you with prior notice of discontinuance, suspension or termination by sending notice, but WSC shall not be required to do so nor shall WSC be liable for any failure to do so. Neither suspension, termination nor discontinuation of Account Access shall affect your liability for transactions initiated through such services using your Password.
9. Notices to WSC. Please direct all correspondence to the following e-mail address: manager@willamettesailingclub.com. You may also contact WSC at the following addresses or phone numbers:

*For Account Access:
Willamette Sailing Club
PO Box 69385
Portland, OR 97239
Telephone: (503) 246-5345*

10. Amendments. The terms of Account Access and of this Agreement may be modified or amended by WSC from time to time. In such event, WSC will provide notice to you in accordance with applicable law, which may be accomplished by posting such change on WSC's Website. Any use of WSC's Account Access after WSC provides you with a notice of change will constitute your agreement to such change(s). You may terminate this Agreement if you do not agree with any such amendments.
11. Assignment. You may not assign this Agreement to any other party.
12. Governing Law. This Agreement shall be governed by the law of the State of Oregon without regard to its conflicts of laws provisions.
13. Disclaimer of Warranties. WSC's Website and any content, information, software, functions and applets provided on or through the Website are made available on an "as is" and "as available" basis. WSC does not warrant that the Website or any content or services provided in connection with the Website, including WSC's Account Access, will be timely, secure, uninterrupted, or error-free, or that defects in the Website or in any content or services provided through the Website, including WSC's Account Access, as may exist from time to time, will be corrected. WSC will not be responsible for errors, omissions, interruptions, deletions, defects or delays in the operation of or transmission of data through the Website, any services, including Account Access, or related content, including those due to communication line failures, or computer viruses associated with the operation of the Website. WSC MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO WSC'S WEBSITE OR THE ACCOUNT ACCESS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE TO USE WSC'S WEBSITE AND THE ACCOUNT ACCESS AT YOUR SOLE RISK.
14. Limitation of Liability and Indemnity. WSC, its affiliates or subsidiaries, and their officers, directors, employees, agents, successors, or assigns, will not be liable to you or any third party for any indirect, consequential, incidental, exemplary, special or punitive damages (including without limitation, damages resulting from lost data, lost profits, or costs of procurement of substitute products or services) arising out of or in connection with WSC's Account Access. You agree to defend, indemnify, and hold harmless WSC, its affiliates and subsidiaries, and their officers, directors, employees, agents,

successors, or assigns from any and all claims, liabilities, costs and expenses (including reasonable attorneys' and experts' fees) arising in any way from your use of WSC's Account Access, or the placement or transmission of any message, information, software, or other materials or content on or through the Website in connection with WSC's Account Access by you or users of your Password, or related to any violation of these Terms and Conditions by you or users of your Password, unless caused by the sole negligence or willful misconduct of WSC.

15. Use of Electronic Communication. By accepting below or otherwise using WSC's Account Access, you also agree that any and all notices, disclosures and communications regarding Account Access between you and WSC, including this Agreement, may be made electronically, including by WSC posting to its Website in accordance with applicable law. Any electronic notice, disclosure or communication WSC makes will be considered made when transmitted by WSC.
16. Privacy of Information. You acknowledge that WSC will receive certain personal, private and/or confidential information in connection with your use of WSC's Account Access; and that absent your express authorization, WSC will not rent, sell or otherwise make available to any third party for any reason any of this information that personally identifies you, your Bank Account or payments you make through Account Access or Direct Payment, other than to provide the Account Access or to comply with applicable laws or regulations.