

## **Agreement Terms & Conditions**

Welcome to the My Cirro online account manager. My Cirro is provided to you on the following Terms and Conditions. By clicking on the appropriate button to indicate your acceptance, you agree to use My Cirro in a manner consistent with these Terms and Conditions and with all applicable laws and regulations. Cirro Energy reserves the right to change the information on this website or these Terms and Conditions of Use at any time without notice and will post such changes with urgency. New content added to this website will be subject to these Terms and Conditions of Use unless otherwise noted. Please read these Terms and Conditions carefully. We will not notify you before we terminate your My Cirro account for violation of these Terms and Conditions. Termination of your My Cirro account shall be in the sole discretion of Cirro Energy.

## **Terms Of Online Account Usage**

### **1. Password Policy**

Use of My Cirro online billing requires both log-in information and a password. The log-in information is your email address ("User I.D."). During the registration process for My Cirro you must create a sign-on password ("Password"). Each user I.D. and corresponding Password can gain access to your My Cirro online account and all of the information that is available regarding your Cirro Energy account. Accordingly, all Passwords must be kept confidential. By agreeing to the Terms and Conditions you agree to be solely responsible for the confidentiality and use of your Password, as well as for any communication or transfers authorized using your Password.

As a condition of use, you must tell us immediately if you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission. You can contact customer service by calling:

800-MY-CIRRO (800-692-4776) toll free

or writing:

Cirro Energy  
Attn: Customer Service  
P.O. Box 700608  
Dallas, TX 75370-0608

Email: [service@cirroenergy.com](mailto:service@cirroenergy.com)

Cirro Energy Reserves the right to reset any Passwords that may have been lost or stolen.

### **2. Use of On-line Billing**

You may use the My Cirro account manager to pay your Cirro Energy bills directly from your checking or savings account, or using your credit or debit card in the amounts you request. There is no charge for utilizing the online billing system.

### **3. Confidentiality on Internet.**

#### **Cirro Energy Privacy Policy**

Cirro Energy wants to ensure you that we are concerned about your privacy. During your visit to our website, any information you may provide to us will be handled with the utmost care and confidentiality.

### **Personal Information**

Cirro Energy does not collect personally identifiable information from you unless you provide it to us knowingly and voluntarily when visiting our website. With the exceptions noted in this Policy, any information we collect from you will be used for the sole purpose of internal marketing and customer service, and will not be shared with any third party, unless:

- Legally subpoenaed
- Required by law
- Needed for fraud detection
- Required to complete a transaction initiated by you
- Required to implement our Terms of Service Agreement
- Required to verify billing, payment or electric service information

We will not sell or rent your information to a third party. Cirro Energy does not intend for this website to be used by minors and will never seek to collect personal information from any minor.

### **Non-Personal Information**

Cirro Energy may collect non-personal and aggregate data to be used for website improvements such as content updates or usability studies. We reserve the right to transfer non-personal and aggregate data to a third party for this purpose. We may use cookies to store such information as page visits, visitor preferences or data to facilitate the account login process. However, no individually identifiable data is gathered via cookies on the Cirro Energy website.

### **Email Addresses**

If you supply us with your email address during your visit to our website, we will provide you with an opportunity to “opt in” to communications from partner or affiliate organizations outside of correspondence directly related to your account. Should you change your email preferences during the course of your relationship with us, please email your new preferences to us at [service@cirroenergy.com](mailto:service@cirroenergy.com).

### **Links to Other Sites**

The Cirro Energy website may contain links to other websites that are neither owned nor operated by Cirro Energy. We are not responsible for the privacy policies of these websites.

### **Policy Changes**

By using our website, you agree to the terms of this Policy. Should you have any questions regarding this information, please email us at [webmaster@cirrocorp.com](mailto:webmaster@cirrocorp.com). Cirro Energy reserves the right to modify this Policy at any time and will post any changes with urgency.

### **4. Security of Site.**

The security of your data is of paramount importance to Cirro Energy, and we utilize a 1024 bit SSL certificate on My Cirro to encrypt and protect any data entered by you or transmitted while serving you. Use of the Cirro Energy online service is solely at your own risk and is subject to all applicable local national and international laws and regulations. Although Cirro Energy has endeavored to create secure and reliable service, the confidentiality of any communication transmitted over the Internet cannot be guaranteed. Accordingly, Cirro Energy and its affiliates are not responsible for the misuse of any information transmitted via the Internet. Actual or attempted unauthorized use of the My Cirro account manager can result in criminal and/or civil prosecution. For your protection, Cirro Energy reserves the right to obtain by monitoring, reviewing, or recording data which is subject to review by law enforcement organizations in connection with all court orders involving requests for such information.

Cirro Energy will not be responsible for any loss resulting from a cause over which it does not directly control, including, but not limited to, failure of Electronic or mechanical equipment or communication lines, telephone or other internet connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other problems, wars or governmental restrictions.

**5. Registration; Participation; Limitation.**

When registering with us, you represent and warrant that:

- (i) you are 18 years of age or older;
- (ii) you are using your actual identity and that any information you provide to Cirro Energy is accurate and complete, and;
- (iii) your registration with Cirro Energy and use of our online service will not violate any local, state, national or international laws or regulations.

**6. Other Terms and Conditions.**

The terms and conditions set forth herein are in addition and are not by way of limitation to any tariffs or other regulations governing the terms and conditions pursuant to which Cirro Energy provides you energy and related services or the terms and conditions pursuant to which Cirro Energy provides you use of the Cirro Energy website. This Agreement shall be governed by the laws of Texas.

**7. Copyright, Trademarks and Terms and Conditions of Use.**

The content and information on this website is owned and copyrighted by Cirro Energy. Information about Cirro Energy and its services, including text, graphics, audio and video clips, digital downloads, data compilations and logos is the property of Cirro Energy, and unless expressly stated otherwise in this Terms and Conditions of Use, may not be copied, reproduced, modified, distributed, sold, broadcast, stored or otherwise without the express written permission of Cirro Energy. The trademarks, service marks, logos and slogans on this website are the registered and unregistered marks of Cirro Energy. You are not granted any right or license, by implication or otherwise, to use any Cirro Energy trademark in any way without our prior written permission. You may use information on this website for personal, noncommercial or educational purposes only, and any reproductions of this material must be marked with our copyright as © 2005 Cirro Energy.

**8. Contact Cirro Energy**

If you have any questions or comments regarding service, transfers from your bank account, or using My Cirro, please contact us by calling:

800.MY.CIRRO (800.692.4776) toll free

or writing:

Cirro Energy  
Attn: Customer Service  
P.O. Box 700608  
Dallas, TX 75370-0608

Email:  
[service@cirroenergy.com](mailto:service@cirroenergy.com)

All Cirro Energy information on this site is protected under U.S. Copyright laws.