

American Samoa Power Authority
Website and Online Bill Payment Terms and Conditions

By accessing or using the American Samoa Power Authority "ASPA" website and Online Payment service, you agree to be bound by all of the terms and conditions contained herein. ASPA may modify this document at any time, and you agree that such modifications will be effective immediately upon posting of the modified document. You agree that by using ASPA website after any such modifications, you will be deemed to have reviewed, agreed to and accepted the modified document.

The American Samoa Power Authority's Online Payment Service is provided to you to allow you to make electronic payments through the web and/or access account information. The Online Payment Service may send information about your ASPA account directly to your email account or via mail. This email may include a digital copy of your account record.

ASPA does not warranty the availability of online payment service. ASPA will not be responsible for any delay in fee submission owing to non-availability of the Online Payment Service. Customers are STRONGLY advised to submit any payments through the Online Payment Service well before the due date.

In ASPA's sole and absolute discretion, ASPA may, without notice, restrict or terminate any person's use of the Online Payment Service and any related service, user accounts, user names or passwords.

ASPA agrees to make every reasonable effort to ensure full performance of the Online Payment Service and to resolve disputes that may arise in a timely manner. ASPA will not assume responsibility for malfunctions in public communications facilities not under its control that may affect the accuracy or timeliness of email messages you receive.

Any information sent by ASPA to you via email is believed to be reliable. However, this information can only be provided on a best-efforts basis for your convenience and is not guaranteed. ASPA will not be liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any decision made using this information.

The Online Payment website, which is PayPal, has security measures in place to protect against the loss, misuse, or alteration of the information you provide including your credit card information. Our Online Payment conforms to industry standard security which is among the best software available for securing commerce transactions.

Your information is collected and stored by PayPal and is used only for applying your payments and displaying your statements online. ASPA will store and maintain personal information submitted by you to establish Online Payment service.

You agree that you will not intentionally provide false information when accessing or using the ASPA Online Payment Service. You also agree that you will not falsify, forge, or otherwise tamper with any information in the emails you receive as part of the Online Payment Service.

ASPA DOES NOT MAKE ANY WARRANTIES CONCERNING THE ONLINE PAYMENT SERVICE INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING

SUCH WARRANTIES IS PROHIBITED BY LAW. ASPA MAKES NO WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. ASPA WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES. FURTHER, YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOADING OF ANY MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ASPA OR THROUGH THE ASPA ON-LINE PAYMENT SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

You agree to defend, indemnify and hold harmless ASPA, and its officers, officials, 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 the On-line Bill Payment website and service or the placement or transmission of any message, information, software or other materials or content on or through the Electronic Bill Pay and Payments website by you or users of your user account or related to any violation of these Terms and Conditions by you or users of your account.

In addition, please take note of the following guidelines, which will assist you in detecting certain types of Internet and e-mail fraud (i.e. "phishing").

-ASPA will never send you an e-mail requesting you to validate personal information.

-ASPA will never ask you to update your social security number, date of birth, or driver license number via email.

Bill Payment

All payments are subject to the following conditions:

1. Your payment will take a minimum of 2 business days to reach your account. This includes time to verify your credit/debit card details with your credit/debit supplier and for payment to be notified to ASPA.
2. A delay in posting your payment to your account may occur if ASPA requires additional information or must verify your account information. In such a case, ASPA Customer Service will send you an email or call you.
3. ASPA will not accept liability for a payment not reaching the intended account due to a customer entering an incorrect account number or amount.
4. Neither can ASPA accept liability if payment is delayed, refused or declined by the credit/debit card supplier (due to you quoting incorrect card details or for any other reason).

If the credit/debit card supplier declines payment, ASPA is under no obligation to bring this fact to the customer's attention. Customers should check with their bank/credit/debit card supplier that payment has been deducted from their account.

Confirmation of Payment

You will receive a confirmation of your payment on your screen after you make the payment. You will have the option to print a receipt or email a copy of the receipt to your email address once your transaction has completed successfully.

Refund Policy

In the event that your payment to ASPA was charged to your credit card in error, we will honor your request to refund the original transaction and refund your payment in full, as long as the request is made within ninety(90) days from the transaction processing date. The period of ninety days will begin from the transaction processing date. You will be required to complete and submit a "Refund Application" to the ASPA Customer Service Department. Once received, the refund will be processed within a five-day period. Be aware that credit card refunds can take anywhere from 3-10 days to reflect on your credit card account. We reserve the right to revise this policy at any time.

Privacy Statement

ASPA is committed to protecting your online privacy and the confidentiality of personal information you may provide while interacting with us on the web. This policy seeks to clarify our efforts and activities on the subject of privacy and related topics. ASPA has created this policy statement in order to demonstrate its commitment to privacy.

When you follow a link to any other web site, such as PayPal, you are subject to the terms and conditions and privacy policy of that site. ASPA is not responsible for the practices or content of other Web sites. You should check the terms and conditions and/or privacy policy of their sites if you have concerns about how they handle your personal identifiable information.

Collection of Personal Information

No personally identifiable information is automatically collected about visitors who simply browse this site or who download information from it. ASPA does not release any information about the collection of IP addresses to any third party, except under court order, subpoena or as required by law.

Our web servers maintain logs of user activity in order to help us manage the web site. Information stored in these logs does not identify you personally. The logs store such things as the domain name and IP address from which you accessed ASPA web site; the type of browser and operating system you used; the date and time you accessed ASPA site; the pages you visited; and the country or region of the world from which you accessed this site.

ASPA staff may use this information to learn how many visitors, where the visitors are located, which parts of our web site are of most interest to visitors, and other facts that will help ASPA improve the web site and the services we offer.

If You Send Us Personal Information

ASPA values your use of this site and values your feedback. If you participate in a survey or send us an e-mail, your e-mail address and the other information you volunteered will be collected. Visitors who request services through this site may be required to furnish additional information in order to provide the service requested. The additional information collected will be no more specific than if the visitor were requesting the service by any other means, including by telephone or an in-person visit to the ASPA facility. We may share this information with another government agency or organization if that is required to provide the help you are requesting or as required to be disclosed by law, subpoena or court order.

ASPA will provide information about your accounts or other personally identifiable data to third parties only when the information is necessary to complete a transaction you initiated, or when the law, court order or subpoena requires disclosure. ASPA may share the aggregate (statistical) information with third parties without reference to individual information. ASPA may e-mail you regarding billing or service-related issues.

Security of Your Personal Information

While no web site can protect itself against all eventualities, every effort is made to protect any sensitive personal information you give ASPA. ASPA will not rent, sell or give away any information identifying you individually (name, address, phone number, etc.) to a third party for marketing or mailing list purposes without your permission. ASPA will also not disclose credit card information, except for purposes related to your credit card transaction, or with your permission, or as required by law.

Public Record

As a governmental agency, ASPA is governed by the laws of American Samoa. It's important for you to understand that most business you conduct with ASPA, may become a part of public record. Public records as defined by law, and not made confidential elsewhere in the American Samoa Code, may be posted for electronic access through this web site. This includes most permits and/or licenses that you have applied for, property you have registered with the Territorial Registrar, and requests for ASPA service. These same records have long been open for public inspection by anyone requesting them in person, by mail or by telephone at the appropriate government office.

Who to Contact

If you have any questions or concerns about this privacy policy or about the Web site in general, you may contact the American Samoa Power Authority, Information Technology Division at aspaict@aspower.com.