

Terms and Conditions

CPS Energy provides the Preference Center (described below) to you subject to the following Terms and Conditions, which may be updated from time to time without notice to you. You can review the most current version of the Terms and Conditions at any time at

<https://www.cpsenergy.com/terms&conditions>

By accessing and using the Preference Center, you represent and warrant that you have the right, authority, and capacity to enter into these Terms and Conditions, and you accept you are bound by these Terms and Conditions.

Description of the Preference Center

The Preference Center transmits alert messages regarding service outages and restorations, bill and payment reminders, and other administrative notifications through electronic channels you have chosen through your CPS Energy online account. These electronic channels include SMS text, e-mail, voice. Full use of this service is dependent on your use of a computer or a supported mobile device and internet access. It is your responsibility to ensure your equipment's functionality.

SMS texts are available as an "opt-in" option for alerts and notifications associated with this service. Message and data rates may apply for any messages sent to you or from you associated with alerts and notification preferences selected for this site. You can cancel the SMS service at any time by texting "STOP", and you will no longer receive alerts and notifications on your cellular device. If you want to receive alerts and notifications on your cellular device, access your CPS Energy online account and update your alert preferences.

Account, Password and Security

Upon registering your CPS Energy online account, you are responsible for maintaining the confidentiality of your account, including your password, and are fully responsible for all activities that occur under your account. You agree to (a) immediately notify CPS Energy of any unauthorized use of your account or any other breach of security, and (b) ensure that you exit your account at the end of each session.

Electronic Communications

The use of the Preference Center is intended to allow CPS Energy customers to access information about their accounts and request alerts and notifications based on chosen preferences. Unless otherwise specified, your CPS Energy online account is for personal, non-commercial use and CPS Energy reserves the right to terminate your privileges, including access and use without notice. You are responsible for obtaining access to the Preference Center, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements.

By accessing the Preference Center, you (a) consent to receive communications from the Preference Center in the electronic form(s) selected by you, whether by SMS text or e-mail; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that CPS Energy provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing.

Use of Information

You understand that continued use of this site requires compliance with and restriction from prohibited activities. This includes but is not limited to, use of this website in any way which causes harm or interferes with other's use or enjoyment or is unlawful, illegal, harassing, threatening or abusive. Information gathered and stored on this site is for customer use only. Access to the information is through registered accounts initiated by the customer. Any attempt by non-authorized users from accessing accounts of other customers will place that user's continued access to the website in jeopardy.

All information that you chose to submit is being collected by KUBRA Arizona, Inc., which is in the United States. Your information will be subject to, and may be disclosed in accordance with, U.S. laws. By agreeing to these terms and conditions, you consent to such collection and disclosure.

Confidentiality and Security

CPS Energy will store and protect your online account information consistent with CPS Energy's privacy and information security policies. Disclosure of this information shall only be made when CPS Energy is required to do so by law, and/or with your consent.

Preference Center Availability

Your online account is available 24 hours a day, seven days a week, except during periodic system maintenance. You understand and agree that the Preference Center is provided "AS-IS" and that CPS Energy assumes no responsibility for any electronic data transmission disruption, interference or errors.

Privacy Statement

CPS Energy is committed to protecting your privacy and the privacy of any information contained on this site. All information collected on this site is with customer permission and is used solely to provide services to the customer. Any information requested that can be used to identify the customer will only be used in accordance with the privacy statement.

Governing Law

The laws of the State of Texas will govern these Terms and Conditions.

Contact Us

Questions regarding your CPS Energy online account or these Terms and Conditions can be directed to feedback@cpsenergy.com or by dialing (210) 353-2222, or toll free, 1-800-773-3077.