

### WEBSITES TERMS OF USE

These Terms of Use ("Terms") govern your access to and use of Huntsville Utilities' ("HU") Websites (including applications). By using the Websites, you consent to these Terms. The most current version of these Terms will be available on the Websites. HU reserves the right to change these Terms at any time and for any reason. HU reserves the right to discontinue any aspect of the Websites at any time.

#### YOUR OBLIGATIONS

You agree to use the Websites only for their intended purposes. You agree not to use the Websites for any unauthorized or illegal purpose.

You acknowledge and agree that HU and its licensors own all rights to the Websites and the content displayed on the Websites. You may not copy, reproduce, distribute, or create derivative works from this content or use any marks without HU's express written permission.

If you post any content to the Websites, you grant HU a worldwide, perpetual, royaltyfree, irrevocable license to use, reproduce, distribute, modify, display, publicly perform, and adapt the content, both on the Websites and in any other medium, as well as the right to license or sublicense others to exercise those rights.

You agree not to use or launch any malware/ransomware, spiders/crawlers/ scrapers or similar automated systems.

You agree to maintain all passwords created to access certain aspects of the Websites as private and confidential information. Signing out and closing your browser window when finished may help to protect against access by others to your personal and business information if you share a computer or are using a computer in a public place. If you do share your password with others, you are solely responsible for all actions taken in the name of your account. If your password is compromised, then you should immediately notify HU and change your password.

HU may, in its sole discretion, terminate your account or your use of the Websites at any time and without prior notice.

# LINKED SITES

HU may provide access through the Websites to other sites ("linked sites"). Linked sites are independently controlled and operated. HU makes no representation whatsoever about any linked site. HU's link to another site does not mean that HU endorses or agrees with the content or use of the linked site.

# PRIVACY

HU's practices regarding the collection and use of customer and web users' information is described in HU's Privacy Policy <u>https://www.hsvutil.org/IT\_02\_Customer\_Data\_Privacy.pdf</u>. The terms of HU's Privacy Policy are expressly incorporated by reference into these Terms.

# NO WARRANTIES AND LIMITATION OF LIABILITY

Rates, prices, and offers posted to the Websites are subject to change.

HU cannot always foresee or anticipate technical or other difficulties, which may result in loss of data or personalization settings or other service interruptions. For this reason, you agree that the Websites are provided AS-IS, without warranties of any kind. **HU expressly disclaims all warranties of any kind, whether expressed or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and noninfringement.** HU does not make any representations as to the quality, accuracy, correctness, reliability, completeness, performance, or usefulness of any content appearing on the Websites. HU does not assume responsibility for timeliness, deletion, missed delivery, or failure to store any user data, communications, or personalization settings.

HU, including its board members, officers, employees, and agents, shall not be liable to you for any loss or damage of any kind, whether your claim is based on contract, tort, strict liability, or any other legal theory, even if HU has been advised of or should have known of the possibility of such damages, and without regard to the success or effectiveness of other remedies. You further agree that HU shall not be liable to you or any third party for any modification, interruption, or discontinuance of the Websites. HU is not responsible for the actions, content, information, or data of third parties, and you hereby release HU, including its board members, officers, employees, and agents, from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

In the event that any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then that provision shall be deemed limited to the extent reasonably necessary to render it enforceable.

#### INDEMNIFICATION

You agree to indemnify HU and hold HU harmless for all damages, losses, and costs (including, but not limited to, attorneys' fees) related to all third party claims, charges, and investigations caused by (1) your failure to comply with these Terms, (2) your infringement of any copyright, trademark, patent, trade secret or any other intellectual property right of any third party, (3) any content posted by you on the Websites, and (4) your violation of any applicable law or regulation.

#### **DISPUTE RESOLUTION**

You acknowledge and agree that these Terms, the Privacy Policy, and your use of the Websites shall be governed by the laws of the State of Alabama. By using the Websites, you further acknowledge and agree that any dispute or claim resulting from use of the Websites or the content of the Websites is subject to the exclusive jurisdiction of the state and federal courts located in Madison County, Alabama. You submit to the exclusive jurisdiction of those courts with regard to any such dispute or claim, and you waive any and all objections to the exclusive jurisdiction of such courts or any argument that those courts are an inappropriate venue for any such dispute or claim. This provision shall survive the termination of your use of the Websites of HU's termination of these terms. You acknowledge and agree that any violation of the Terms relating to the disclosure, use, copying, distribution, display, or publishing of content may result in irreparable injury and damage to HU that may not be adequately compensable in money damages, and for which HU will have no adequate remedy at law.