

TERMS OF USE

This Terms of Use Agreement (“Agreement”) is made by and between Chugach Electric Association (“Chugach,” also referred to herein using “we,” “our,” and “us”) and you (“you,” “your,” or “user”). This Agreement contains the terms and conditions that govern your use of any website or mobile application that includes, displays, attaches, references, or links to this Agreement (collectively and individually the “Services”).

BY ACCESSING, VISITING, BROWSING, USING, DOWNLOADING OR ATTEMPTING TO INTERACT WITH ANY PART OF THE SERVICES, INCLUDING WITHOUT LIMITATION THE SERVICE’S FORMS, BILL PAY OPTIONS, BID SUBMISSIONS, ACCOUNT CREATION, JOB APPLICATION, OR OTHERWISE, YOU AGREE, ON BEHALF OF YOURSELF AND ANY ENTITY FOR WHICH YOU ARE AN AGENT OR YOU APPEAR TO REPRESENT (SUCH ENTITY ALSO BEING INCLUDED IN THE TERMS “YOU,” “YOUR,” OR “USER” REFERRED TO ABOVE) THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE ANY PART OF THE SERVICES.

CHUGACH RESERVES THE RIGHT, FROM TIME TO TIME, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THIS AGREEMENT IN CHUGACH’S SOLE DISCRETION. CONTINUED USE OF ANY PART OF THE SERVICES CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES. THE MOST CURRENT VERSION OF THIS AGREEMENT, WHICH SUPERSEDES ALL PREVIOUS VERSIONS, CAN BE REVIEWED BY CLICKING ON THE “TERMS OF USE” HYPER-LINK LOCATED IN RELATION TO THE SERVICES.

1. ACCESS TO THIS SITE

To access the Services or some of the resources they offer, including contacting Chugach, you may be asked to provide certain registration details or other information such as your name, email address, account or member number, and other credentials. It is a condition of your use of the Services that all the information you provide in relation to the Services will be correct, current, and complete. If Chugach believes the information you provide is not correct, current, or complete, Chugach has the right to refuse or limit your access to the Services or any of its resources, and to block, terminate, or suspend your access at any time.

2. RESTRICTIONS ON USE

You may use the Services for purposes expressly permitted by the Services. As a condition of your access and use of the Services, you warrant to Chugach that you will not use the Services for any purpose that is unlawful or prohibited by any part of this Agreement. For example, you may not (and may not authorize any party to) (i) co-brand this Services, or (ii) frame this Services, without the express prior written permission of an authorized representative of Chugach. For purposes of this Agreement, “co-branding” means to display a name, logo, trademark, or other means of attribution or identification

of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the Services or content (including without limitation any downloadable material) accessible within the Services. You agree to cooperate with Chugach in causing any unauthorized co-branding or framing immediately to cease. Competitors and third party aggregators may not connect “deep links” to the Services, i.e., create links to the Services that bypass the home page or other parts of the Services without the prior written permission of Chugach.

In addition, you may not use the Services in any manner which could disable, overburden, damage, or impair the Services or interfere with any other party’s use and enjoyment of the Services. You may not obtain or attempt to obtain any materials, content, or information through any means not intentionally made available or provided for through the Services. You may not use scrapers, bots, spiders, or other automated tools to collect or index the content of the Services without Chugach’s express prior written permission. You may not attempt to probe, scan or test the vulnerability of the Services or any system to which it is connected or attempt to breach any security measures.

3. PROPRIETARY INFORMATION

The material and content accessible from these Services, and any other services owned, operated, licensed, or otherwise controlled by Chugach, including without limitation any text, photos, videos, audio, scripts, software, markup language, downloads, or other content whether perceptible or not to a human (the “Content”) is the proprietary information of Chugach or the party that provided or licensed the Content to Chugach, whereby such providing party retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, displayed, performed, licensed, modified, or transmitted in any way without the prior written consent of Chugach. Modification or use of the Content except as expressly provided in this Agreement violates Chugach’s and/or its licensor’s intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to the Services.

4. ADDITIONAL USE LIMITATION

You may not modify, translate, decompile, disassemble, reverse engineer, alter, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, Content, or any software obtained from or otherwise connected to Services.

5. HYPER-LINKS

The Services may be hyper-linked to other websites which are not maintained by, or related to, Chugach and may contain information about goods or services that are not related to or endorsed by Chugach. Hyper-links to such websites and information are provided as a service to you and are not sponsored by or affiliated with the Services or Chugach. Chugach may not have reviewed any or all of such websites and information

and is not responsible for the content of those websites or the descriptions of their goods and services. Chugach is not responsible for webcasting or any other form of transmission received from any hyper-linked services. Hyper-links are to be accessed at your own risk and information contained therein is relied upon at your own risk, and Chugach makes no representations or warranties about the content, completeness, or accuracy of these hyper-links or the websites hyper-linked to the Services or the information regarding or relating to their goods and services.

6. ELECTRONIC COMMUNICATIONS

You agree and affirmatively consent to receive communications from Chugach electronically in connection with your use of the Services, as well as for advertising regarding Chugach products and services. Chugach may communicate with you by email or by posting notices on the Services. You agree that all agreements, notices, disclosures, and other communications that Chugach provides to you electronically satisfy all legal requirements that communications or agreements be in writing and you consent to your being bound by electronically communicated agreements by your continued use of the Services after such agreements have been communicated to you.

7. SUBMISSIONS

You hereby grant to Chugach a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display, make, use, sell, offer to sell and import all content, remarks, inventions, suggestions, feedback, ideas, graphics, photos, videos, audio, text, or other information communicated to Chugach by you through the Services (together, the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. Chugach will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for goods, services, or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Chugach operations.

You warrant and represent that you own or otherwise control all of the rights to any Submission including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submission and grant the license you provide in accordance with this Agreement, and that the Submission will not violate any law or the rights, including without limitation the intellectual property rights, of any person or entity.

8. DISCLAIMERS

You understand that Chugach cannot and does not guarantee or warrant that the Services or its Content, or any other files available for downloading from the Internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output,

and for maintaining a means external to the Services for any reconstruction of any lost data. Chugach does not assume any responsibility or risk for your use of the Services, its Content, or the Internet.

The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by Chugach. Except as set forth in this Agreement itself, nothing on the Services constitutes a guarantee, warranty, or promise of any type. The Content should not be relied upon by you or any other party for personal, financial, or legal decisions and you should consult an appropriate professional for specific advice tailored to your situation.

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES INCLUDING WITHOUT LIMITATION THE CONTENT ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. CHUGACH DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT RELATED TO THE SERVICES AND THE CONTENT. CHUGACH DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES AND CONTENT OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CHUGACH DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE SERVICES OR THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE SERVICES INCLUDING WITHOUT LIMITATION THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND CHUGACH MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT CHUGACH, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE SERVICES OR ITS CONTENT.

WARRANTIES RELATED TO UTILITY AND RELATED CHUGACH PRODUCTS AND SERVICES ARE SEPARATE AND APART FROM THE DISCLAIMER SET FORTH ABOVE AND ALL TERMS AND CONDITIONS RELATED TO SUCH PRODUCTS AND SERVICES ARE SET FORTH IN AGREEMENTS BETWEEN THE PARTIES SEPARATE FROM THIS AGREEMENT.

All of the information in these Services, whether historical in nature or forward-looking, speak only as of the date the information is posted on the Services, and Chugach does not undertake any obligation to update such information after it is posted or to remove such information from the Services if it is not, or is no longer accurate or complete.

9. LIMITATION ON LIABILITY

CHUGACH AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF CHUGACH HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN RELATION TO OR REGARDING THE SERVICES OR ITS CONTENT. IF NO LIABILITY IS NOT ALLOWED UNDER THE APPLICABLE LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF CHUGACH AND THEIR AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE MINIMUM AMOUNT ALLOWED BY LAW.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10. ADDITIONAL GOVERNING TERMS AND CONDITIONS

The Services may contain additional disclosures, terms and conditions or other legal terms from Chugach and/or other vendors working for or on behalf of Chugach to supply the Services that apply to payment of bills, submission of bids, or applying for jobs. Wherever the Services present additional terms and conditions, disclosures, or other agreements, you are also bound by those additional terms and, where in specific conflict with the terms and conditions of this Agreement, those additional terms shall control over the terms in this Agreement. All utility and related Chugach products and services, as well as payment terms therefore, are governed by written agreements separate from this Agreement.

11. TERMINATION OR RESTRICTION OF ACCESS

Chugach reserves the right, in their sole discretion, to terminate your access to any or all of Chugach's Services or any portion thereof at any time, without notice.

12. INDEMNITY

You will indemnify and hold Chugach, their Affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of this Agreement by you, including any use of Content other than as expressly authorized in this Agreement. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, settlements, expenses, and attorney's fees of the Indemnified Parties in relation to your breach. You will also indemnify, including any all resulting

loss, damages, judgments, awards, costs, settlements, expenses, and attorney's fees of the Indemnified Parties, and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your breach of this Agreement or use of the Services and its Content, except to the extent such claim is due to the negligence or willful misconduct of Chugach.

13. TRADEMARKS AND COPYRIGHTS

Trademarks, service marks, logos, and copyrighted works appearing in the Services are the property of Chugach or the party that provided the trademarks, services marks, logos, and copyrighted works to Chugach. Chugach and any party that provided trademarks, service marks, logos, and copyrighted works to Chugach retain all rights with respect to any of their respective trademarks, service marks, logos, and copyrighted works appearing in the Services.

14. SECURITY

Any passwords used for the Services including, without limitation, any customer login portals are for individual use only. You will be responsible for the security of your password (if any) and any actions taken by you or anyone using your password or other login credentials. Chugach will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that Chugach considers insecure, Chugach will be entitled to require the password to be changed and/or terminate your online account.

You are prohibited from using any services or facilities provided in connection with the Services to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Chugach reserves the right to release your details to system administrators at other websites or software platforms and law enforcement authorities in order to assist them in investigating, resolving, and prosecuting laws relating to security incidents. Chugach reserves the right to investigate suspected violations of this Agreement.

Chugach reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Chugach to disclose the identity of anyone using the Services, or publishing or otherwise making available or using any materials that are believed to violate this Agreement. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS CHUGACH AND THEIR AFFILIATES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY CHUGACH OR THEIR AFFILIATES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER CHUGACH, THEIR AFFILIATES, OR LAW ENFORCEMENT AUTHORITIES.

15. PRIVACY

In the interest of providing transparency regarding information collected, used, and shared on the Services, Chugach has posted a Privacy Policy which governs Chugach's collection, use, and sharing of information collected through the Services. You may view the Services Privacy Policy at www.chugachelectric.com.

16. MISCELLANEOUS

- 16.1. The laws of the State of Alaska shall apply to this Agreement, without regard to any conflict of laws provisions. The 1980 United Nations Convention on Contracts for the International Sale of Goods, the United Nations Convention on the Limitation Period in the International Sale of Goods, and the Uniform Computer Information Transactions Act, and any implementations thereof in various jurisdictions and any subsequent revisions thereto, shall not apply to these Terms of Use. Any controversy or claim arising out of or relating to this Agreement or your use of the Services, or the Content (a "Dispute") shall be brought solely in the state or federal courts located in Alaska and you hereby irrevocably consent to exclusive jurisdiction of those courts. You further acknowledge that Chugach may seek equitable remedies against you such as a preliminary or permanent injunction and Chugach' rights in its reputation and intellectual property are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, damage, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.
- 16.2. If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable, shall be modified by the court of competent jurisdiction to reflect to the maximum extent possible the original intention of the parties as reflected by the original wording, and will not affect the validity and enforceability of any remaining provisions.
- 16.3. No waiver by Chugach of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- 16.4. No rights, duties, agreements or obligations hereunder, may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of Chugach.
- 16.5. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Chugach as a result of this agreement or use of the Services.
- 16.6. Except as set forth in this Agreement (including without limitation Section 10), this Agreement constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the user and Chugach with respect to the Services or the Content.

16.7. Chugach may revise this Agreement at any time by updating this posting.

Last Modified: April 28, 2017

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