

## TERMS OF USE

(Effective March 18, 2014)

Huntsville Utilities operates hsvutil.org (the “Website”). These Terms of Use (“Terms”) govern the access to and use of the Website by you (“You” or “Your”). Please carefully read the Terms set out below before using this Website. YOUR USE OF THIS WEB SITE CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THE FOLLOWING TERMS. You agree that we may change these Terms without prior notice to you. Your continued use of the Website constitutes acceptance of any changes to the Terms and constitutes an agreement to be bound by the changes. If You do not agree with any changes to the Terms, You agree to discontinue Your use of the Website.

### 1. Ability to Accept Terms of Use

You affirm that You are either more than 21 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In any case, You affirm that You are age 13 or older, as the Website is not intended for children under 13. If You are under 13 years of age, then please do not use the Website.

### 2. Your Obligations

#### A. Obey the Law When Using the Website.

You agree not to use the Website for illegal purposes or for the transmission of material that is unlawful, harassing, libelous, invasion of another’s privacy, abusive, threatening, or obscene or that infringes on the rights of others. You shall not upload or transmit viruses or malicious code. You agree not to use the Website to do anything unlawful, misleading, malicious, or discriminatory. You must be at least 13 years old to access and use the Website.

#### B. Provide Accurate Information

You shall provide true, accurate, current and complete information about Yourself as requested in the Website registration forms and account setup forms. You agree not to misrepresent Your identity and not to create a false identity. You agree to keep Your registration and account information up to date and accurate and to notify us about changes in Your address, e-mail address, or other information.

#### C. Refrain from Using Huntsville Utilities’ Proprietary Material

You acknowledge and agree that Huntsville Utilities and its licensors own all rights to this Website and the content displayed on the Website. You are only permitted to use this Website and its content as expressly authorized by Huntsville Utilities. You may not copy, reproduce, distribute, or create derivative works from this content. You shall not

modify, create derivative works of, decompile, or otherwise attempt to extract source code from us. Further, You agree not to attempt to, or reverse-engineer or reverse-compile any of the technology used or sold herein.

D. Security

If You use the Website, You are responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer. You agree to accept responsibility for all activities that occur under Your account and password.

3. Prohibited and Permitted Uses of the Website Generally

In order for You to access and use the Website as set forth in these Terms, You agree that:

A. You agree not to distribute in any medium any part of the Website without Huntsville Utilities' prior written authorization.

B. You agree not to alter or modify any part of the Website, including but not limited to any coding or other technologies, whether or not embedded.

C. You agree not to access Content (defined below) or User Content (defined below) through any technology or means other than the authorized designated pages of the Website itself or other explicitly authorized means Huntsville Utilities may designate. You agree not to access or use any password protected or secure areas of the Website which are reserved for Authorized Users only. "Authorized Users" include only persons who have been issued a password for access to a password protected area or who have received clearance from Huntsville Utilities to access a secure area of the Website. Unauthorized individuals attempting to access these areas of the Website or individuals attempting to exceed the scope of their authorization or to circumvent any security measures or to engage in any other unauthorized act may be subject to prosecution or other liability, including, without limitation, under the Computer Fraud and Abuse Act (18 USC § 1030) and the Digital Millennium Copyright Act (Pub. L. No. 105-304, 112 Stat. 2860 (Oct. 28, 1998), 17 U.S.C. § 1201, *et seq.*).

D. Your use of the Website is subject to all applicable local, state, national and international laws and regulations, and You agree not to violate such laws and regulations. Any attempt by any person to change without permission or deliberately damage the Website is a violation of criminal and civil laws. You may not engage in any activity on the Website that restricts, inhibits or detracts any other user from using or enjoying the Website by "hacking", "cracking", "spoofing", or defacing any portions of the Website.

In addition, You agree not to post or transmit through the Website any material that violates or infringes in any way the rights of others or is unlawful, threatening, abusive, harassing, defamatory, libelous, derogatory, invasive of privacy or publicity rights, vulgar, obscene, hateful, profane, scandalous, pornographic, indecent or otherwise objectionable, or which gives rise to civil or criminal liability or otherwise violates any

local, state or federal law, including, without limitation, U.S. export control laws and the Children's Online Privacy Protection Act. You agree not to engage in any unlawful communications or unlawful collection, disclosure, uploading or maintenance of information regarding individuals under the age of thirteen. Huntsville Utilities reserves the right to seek legal action and damages against any person who violates the law, or any of the Terms set forth herein, to the fullest extent permitted by law.

E. You agree not to use the Website, or any Content, User Content, information, material or technologies, for any commercial use, without the prior written authorization of Huntsville Utilities. By way of non-limiting example, prohibited commercial uses include any of the following actions taken without Huntsville Utilities' express approval:

- sale of access to the Website or its related services on another website;
- use of the Website or its related services for the primary purpose of gaining advertising or subscription revenue;
- the sale of advertising on the Website or any third-party website, targeted to the content of specific User Content or Website Content;
- any use of the Website or its related services that Huntsville Utilities finds, in its sole discretion, to use Huntsville Utilities' resources or User Content with the effect of competing with or displacing the market for hsvutil.org, Website Content, or its User Content.

F. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the Website servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Huntsville Utilities grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials. Huntsville Utilities reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Content.

G. You will otherwise comply with these Terms and all applicable local, national, and international laws and regulations.

H. Huntsville Utilities reserves the right to discontinue any aspect of the Website at any time.

#### 4. Copyright

Unless otherwise indicated, all information on this Website is protected by copyright under the laws of the United States and international treaties and conventions. You may access and use the information contained on this site for non-commercial, personal use only. Distribution,

transmission or re-posting for commercial use or modification of the information contained on this site will be subject to all appropriate remedies, up to and including legal action.

If you post any content to our Website, then You grant to us a worldwide, perpetual, royalty-free, irrevocable license to use, reproduce, distribute, modify, display, publicly perform, and adapt the content, both on the Website, and in any other medium now known or later discovered, as well as the right and license to license or sublicense others to exercise those rights.

The trademarks, logos and service marks contained in this site are the property of Huntsville Utilities. Nothing contained on this site should be construed as giving permission, in any manner, by implication, estoppel or otherwise, to use any logos, trademarks or service marks of Huntsville Utilities. Huntsville Utilities will take all necessary and appropriate action up to and including litigation to prevent or remedy unauthorized use of the trademarks, logos or service marks contained on this Website.

#### 5. Proprietary Information and Materials

You agree not to submit or otherwise provide to the Website any information that is proprietary or confidential, or that is or may be a trade secret. Any information or ideas that You provide, submit or transmit via the Website will not be treated as proprietary or confidential, and You agree that such information may be disclosed by Huntsville Utilities to any party or used for any purpose without limitation or compensation, subject to these terms and policies. You agree not to upload or otherwise provide, submit or transmit via the Website any information or materials unless You own full rights to do so and to authorize use of the information by others. Your uploading or otherwise providing information or materials operates as a license to use and a waiver of all proprietary rights in such information or materials.

#### 6. Products, Content and Specifications

All features, content, specifications, products and prices of products and services, described or depicted on the Website, are subject to change at any time without notice. Certain rates, weights, measures, and similar descriptions are approximate and are provided for convenience purposes only. Huntsville Utilities does not warrant that program descriptions or other content on the Website are accurate, complete, reliable, current, or error-free.

#### 7. Rate/Pricing Policy

Rates, prices, and offers are subject to change. Rates, prices, and offers on the Website are quoted in U.S. Dollars.

#### 8. Disclosure of Your Information

Generally, Huntsville Utilities will not disclose Your personal information provided in Your account registration to third parties. However, Huntsville Utilities may access, preserve and disclose Your registration and any other information You provide if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary in Huntsville Utilities' opinion to: (a) comply with the law, our regulators or legal process,

including, but not limited to, civil and criminal subpoenas, court orders or other compulsory disclosures; (b) enforce these Terms; (c) respond to claims of a violation of the rights of third parties, whether or not the third party uses the Website; (d) respond to customer service disputes or inquiries; (e) enable Huntsville Utilities' employees or consultants to provide service to You or otherwise perform their duties; (f) comply with interchange functions; (g) obtain and provide credit reporting information; or (h) protect the rights, property, or personal safety of Huntsville Utilities, its users or the public. Huntsville Utilities does not sell Your personal information to third parties for telemarketing, e-mail or direct mail solicitation of third-party products or services.

If Huntsville Utilities determines that law enforcement officials should be notified regarding potentially illegal content on the Website, You agree that Huntsville Utilities may provide copies of Your information, postings and content to the appropriate officials without notice to You. Huntsville Utilities will cooperate with all law enforcement efforts to disclose the identity of or locate persons who have posted content that is illegal or promotes illegal conduct.

Huntsville Utilities undertakes no obligation to store, maintain or provide You a copy of any information that You or other users provide when using the Website.

You acknowledge that your submission of any information, data, or statements to Huntsville Utilities is voluntary on your part.

The complete terms of Huntsville Utilities' Privacy Policy relating to the Website can be found under the Privacy Policy link on the Website.

#### 9. Comments to Huntsville Utilities

You may provide comments to, or send information or materials to Huntsville Utilities by email or by using this Website. Any comments, information, or materials that You send to Huntsville Utilities, including but not limited to comments, feedback, questions, or suggestions ("Comments") are deemed to be non-confidential. Huntsville Utilities will have no obligation of any kind with respect to Comments, and will be free to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute Comments to others without limitation. Further, Huntsville Utilities will be free to use any ideas, concepts, know-how or techniques contained in Comments for any purpose whatsoever, including but not limited to developing, offering, manufacturing, and marketing products or services incorporating or based on the Comments.

#### 10. Linked Sites

Through this Website, Huntsville Utilities may provide links to other sites that You may access through this one. Any linked sites are controlled and operated independently from Huntsville Utilities. Therefore, Huntsville Utilities makes no representation whatsoever about any Website which You may access through this one. Moreover, Huntsville Utilities' link to another Website does not mean that Huntsville Utilities endorses, agrees with or accepts any responsibility for the content or use of that Website. It is Your responsibility to take precautions to ensure that the linked Websites that You select for use are free of viruses and other items of a destructive, injurious or unacceptable nature.

11. Collection of Information

Information collected from You on the Website is subject to Huntsville Utilities' Privacy Policy.

12. Password Access

You may be assigned a password or access code ("Password") in order to access, to view, and to use some aspects of the services provided on the Website ("Password Areas"). The issuance of any Password by Huntsville Utilities shall operate as a personal, nonexclusive, nonassignable and nontransferable license to access and to use the services provided on the Website in the Password Areas, within the scope of access and use supported by the Password in the course of normal web browsing, during the session for which the Password is accepted only; provided, however, that the foregoing shall not authorize any activity or access that is otherwise indicated in writing by Huntsville Utilities to be unauthorized, whether by these Terms, or a separate document or communication from Huntsville Utilities (such as pop-up, e-mail or postal mail). You agree to maintain all Passwords as private and confidential information. Your Password and any authorization thereunder may not be transferred, leased, assigned, or sublicensed without Huntsville Utilities' prior written consent. You will not and will not allow others to, circumvent the password restrictions on the services provided on the Website. You may not alter or modify any part of the Website, including but not limited to any coding or other technologies, whether or not embedded. You further agree to notify Huntsville Utilities immediately upon discovery or suspicion of compromise of the confidentiality of Your Password and of any change in contact information. You shall be solely responsible for securing the Password, preventing misuse or unauthorized use of the Password, and for all use of the Website or related services accessed in connection with Your Password. You acknowledge that no password or electronic security system is foolproof and that information will be at least accessible and reviewable according to the Privacy Policy posted on the Website.

13. Software Browsers and Data Transmission

Unsecure transmission of data on the Internet, including e-mail and personal financial data, may be accessed by unauthorized third parties. To minimize the risk of unauthorized access You need to use "browser" software produced by third parties that supports the Secure Socket Layer (SSL) protocol and follow our log-on procedures with respect to areas of the Website that employ SSL protocols. Huntsville Utilities is not responsible for notifying You of any upgrades, fixes or enhancements to any such "browser" software or for any compromise of data transmitted across the Internet.

14. Service Limitations, Interruptions, Changes and Discontinuation

Huntsville Utilities cannot always foresee or anticipate technical or other difficulties. These difficulties may result in loss of data, personalization settings or other service interruptions. For this reason, You agree that the Website is provided "AS-IS", without warranties of any kind. Huntsville Utilities does not assume responsibility for timeliness, deletion, missed delivery, or failure to store any user data, communications or personalization settings. In addition, Huntsville Utilities reserves the right to change or discontinue, temporarily or permanently, the Website at

any time without notice. You agree that Huntsville Utilities shall not be liable to you or any third party for any modification, interruption or discontinuance of the Website.

15. Changes to Terms

Please check these Terms frequently, as Huntsville Utilities may from time to time unilaterally amend the Terms by posting revised language on the Website. Huntsville Utilities reserves the right to modify, supplement or replace the provisions in these Terms at any time without notice, but the most current version will be available on the Website. Amendments will become effective at the time they are posted on the Website. Your continued use of the Website following changes to these Terms constitutes your acceptance of the amended provisions.

16. Termination of Your Account or Your Use of the Website

Huntsville Utilities may, in its sole discretion, terminate your account or your use of the Website at anytime without prior notice.

17. Disclaimers

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HUNTSVILLE UTILITIES EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. HUNTSVILLE UTILITIES DOES NOT MAKE ANY REPRESENTATIONS AS TO THE QUALITY, ACCURACY, CORRECTNESS, RELIABILITY, COMPLETENESS, PERFORMANCE OR USEFULNESS OF ANY CONTENT APPEARING ON THE WEBSITE. HUNTSVILLE UTILITIES DOES NOT GUARANTEE THAT THE WEBSITE WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT THE WEBSITE WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS.

18. Limitation of Liability

HUNTSVILLE UTILITIES AND ITS BOARD MEMBERS, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS), WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF HUNTSVILLE UTILITIES 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.

HUNTSVILLE UTILITIES IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE HUNTSVILLE UTILITIES, 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 no event shall Huntsville Utilities be liable for any damages, whatsoever, as a result of the notifying any official of potentially illegal content on the Website, providing copies of Your Web pages to the appropriate officials or cooperating with law enforcement efforts to identify or locate persons who have posted content that is illegal or promotes illegal conduct.

In no event shall Huntsville Utilities be liable for any damages, whatsoever, as a result of the termination of these Terms for any reason.

If any part of this limitation of liability is found to be invalid, illegal or unenforceable for any reason, then the aggregate liability of Huntsville Utilities, its licensors, and their respective shareholders, directors, officers, employees and agents, under such circumstances to you or any person or entity claiming through You shall not exceed one hundred dollars (\$100).

19. Indemnification

You agree to indemnify Huntsville Utilities and hold Huntsville Utilities harmless for all damages, losses and costs (including, but not limited to, attorneys' fees and costs) 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 Website; and (4) Your violation of any applicable law or regulation.

20. Assignment

These Terms are personal to You. You may not assign, transfer or delegate any rights or obligations under these Terms. Any purported assignment, transfer or delegation shall be ineffective. All of Huntsville Utilities' rights and obligations in these Terms are freely assignable by Huntsville Utilities in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. Huntsville Utilities also may assign or delegate certain of its rights and responsibilities under these Terms to independent contractors or other third parties.

21. Waiver

The failure of Huntsville Utilities to enforce any right, remedy, or provision of the Terms will not be deemed a waiver of such right, remedy, or provision. Any waiver of these Terms must be made in writing and signed by Huntsville Utilities. No delay or omission on Huntsville Utilities' part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

22. Severability

In the event that any provision of these Terms is held by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, then that provision will be limited or eliminated to the

minimum extent necessary and construed, as nearly as possible, to reflect the intentions of the parties, and the remaining provisions of these Terms will remain in full force and effect.

23. Entire Agreement

These Terms are the entire and exclusive agreement between Huntsville Utilities and You regarding Your use of the Website, and these Terms supersede and replace any prior agreements between Huntsville Utilities and You regarding the Website. In the event of a dispute between You and Huntsville Utilities, You agree that these Terms are the only agreement governing this Website. No email, letter, telephone conversation, or other communication can change these Terms.

24. No Third Party Beneficiary

These Terms do not confer any third party beneficiary rights.

25. Governing Law, Jurisdiction, and Venue

You agree that: (i) the Website shall be deemed solely based in Alabama and (ii) the Website shall be deemed a passive website that does not give rise to personal jurisdiction over Huntsville Utilities, either specific or general, in jurisdictions other than Alabama. You acknowledge and agree that these Terms, and Your use of this Website, shall be governed by the laws of the State of Alabama without regard to its choice of law provisions. By using the Website, You further acknowledge and agree that any dispute or claim resulting from use of the Website or the content of the Website 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 that those courts are an appropriate venue for any such dispute or claim. This provision shall survive the termination of Your use of the Website or Huntsville Utilities' termination of these Terms.

26. Injunctive Relief

You acknowledge and agree that any violation of the Terms relating to the disclosure, use, copying, distribution, display or publishing of content (including without limitation, trademarks) may result in irreparable injury and damage to Huntsville Utilities that may not be adequately compensable in money damages, and for which Huntsville Utilities will have no adequate remedy at law. You therefore consent and agree that Huntsville Utilities and its affiliates may obtain injunctions, orders or decrees as may be reasonably necessary to ensure compliance with these Terms. You waive any requirement of bond that may apply for issuance of any injunctions, orders, or decrees.