

Terms of Use

Please read this agreement carefully before using this website or service. By accessing this site or service in any way, including without limitation browsing this site, using any information contained on this site or service, and/or submitting any comments or information to the Appalachian Electric Cooperative, you agree to be bound by these Terms of Use, which together with our Social Media Privacy Addendum govern AEC's relationship with you in relation to the sites. If you do not wish to be bound by these Terms of Use, you should not browse, access, or use this website or service.

1. General

(a) This page describes the terms and conditions (these “Terms of Use”) that govern your use of the services or features of the websites owned and controlled by Appalachian Electric Cooperative (“AEC”, “us” or “we”), such as www.aecoop.org or any other online and mobile sites and interactive applications operated by AEC (the “Sites”). “You” refers to the user, reader or viewer of the Sites. You may be accessing our Sites from a computer or mobile phone device, and these Terms of Use govern your use of our Sites regardless of the means of access. We also like to interact with you on third-party sites where we post content or invite your feedback, such as Facebook (“Third-Party Sites”). Because AEC does not own or control the Third-Party Sites, these Terms of Use do not apply to your use of the Third-Party Sites. You should always check the terms of use posted on Third-Party Sites before using or accessing those sites.

(b) AEC reserves the right, in its sole discretion, to modify these Terms of Use at any time. Please review these Terms of Use periodically for any updates or changes. Modifications are effective when posted, and your continued use of the Sites following the posting of any updates or changes to these Terms of Use constitutes your acceptance of such changes. If you object to any provision of these Terms of Use or any subsequent modifications to these Terms of Use, you must immediately terminate use of the Sites.

(c) As part of the registration and account creation process required to access some features of the Sites, you will select a username and a password. You will also provide AEC with certain registration information, including your name and email address all of which must be accurate and updated.

2. Content of the Sites

(a) All contents of the Sites are owned by AEC and/or its licensors, who reserve all their rights in law and equity. ALL RIGHTS RESERVED. The Appalachian Electric Cooperative logo is a trademark of the Appalachian Electric Cooperative. All other trademarks, product names and company names or logos included on the Sites are the property of their respective owners.

(b) The Sites contain copyrighted material, trademarks, service marks, trade dress and other proprietary content, including but not limited to the design, layout, look, appearance, text, software, sound, articles, photographs, images, illustrations, logos, video and graphics (the “Content”), and the entire selection, coordination, layout, arrangement and “look and feel” of the Sites and the Content are copyrighted as a collective work under United States copyright laws (collectively, “Intellectual Property Rights”).

(c) Neither these Terms of Use nor your use of the Sites transfers any right, title or interest in the Sites or the Content to you, and AEC and its third-party licensors retain all of its and their respective right, title and interest in and to the Sites and Content. Nothing contained in these Terms of Use shall be construed as conferring any other license or right, express or implied, under any of our Intellectual Property Rights or under any third party’s intellectual property rights. Any rights not expressly granted herein are reserved.

(d) Except as provided in these Terms of Use, you may not use, modify, republish, frame, print, display, perform, reproduce, license, transfer, sell, assign, post, transmit, distribute, reverse engineer, create derivative works from, or otherwise exploit any Content or information from the Sites, in whole or in part, without the express written permission of AEC.

(e) The Sites are available worldwide to anyone with Internet access. However, the Sites may not be continuously available due to maintenance or repairs or due to computer problems or crashes, disruption in Internet service or other unforeseen circumstances. Further, a reference to a product or service on the Sites does not imply that such product or service is or will be available in your location. Certain product, service, or company designations for companies other than AEC may be mentioned in the Sites for identification purposes only. The Content of the Sites, including advertising content, is intended for use and display only where its use and display are permissible in accordance with applicable laws and regulations. The Content is subject to change without notice.

3. Acceptable Use

The Content is for your general information and personal, noncommercial use only. You shall abide by all additional copyright notices, information, or restrictions contained in any Content accessed through the Sites and shall maintain all copyright and other notices contained therein. Copying or storing of any Content for other than personal use is expressly prohibited without prior written permission from AEC, or the copyright holder identified in the copyright notice contained in the Content. You may view, copy, retransmit and print the Content subject to the following conditions:

(a) the Content is used solely for personal, informational, or non-commercial purposes;

(b) the Content is not provided, sold, licensed or leased (nor is access provided to the Content) for any fee or other consideration;

(c) all copyright, trademark and other proprietary rights notices included in the Content as presented on the Sites appear on all copies;

Appendix A – Policy 3160 Privacy and Confidentiality

(d) the Content is not modified or altered in any way; and

(e) no graphics are used separately from accompanying text.

You may also link or hyperlink to the home page of the Sites from any Acceptable Site (as defined below), but only if:

(a) You do not frame the Sites or any portion of the Sites;

(b) you do not deep link into the Sites (i.e., you do not link into any page other than the home page);

(c) the hyperlink to the Sites is not used in a way that suggests that AEC endorses you or your website;

(d) the link to the Sites is not used or presented in any way that disparages AEC or tarnishes, blurs or dilutes the quality of AEC's name or trademarks or any associated goodwill; and

(e) the link to the Sites is not displayed on any web page that displays objectionable content or links.

An "Acceptable Site" means a website that displays no objectionable content, including, but not limited to, any content, information in any medium or format, such as text, data, graphics, audio or video, that: (i) is libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized; (ii) a reasonable person would consider harassing, abusive, threatening, harmful, profane, obscene, racially, ethnically or otherwise objectionable or offensive in any way; (iii) constitutes a breach of any person's privacy or publicity rights, a misrepresentation of facts or hate speech; or (iv) violates or encourages others to violate any applicable law.

You represent, warrant and covenant:

(a) that no materials of any kind submitted by you and/or through your account, including without limitation Submissions (as defined below) will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material; and

(b) that you are at least thirteen years old.

You hereby agree to indemnify, defend and hold harmless AEC and all officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") from and against any and all liability, claims, losses and costs, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you or any user of your account of these Terms of Use or the representations, warranties and covenants made herein. You shall cooperate as reasonably required in the defense of any such claim. AEC reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

4. User Conduct

By using the Sites in any way, including all Content and services available through them, you agree that you shall not:

- (a) delete, modify, hack or attempt to change or alter any of the Content on the Sites;
- (b) use any device, software or routine intended to damage or otherwise interfere with the proper functioning of the Sites or servers or networks connected to the Sites, or take any other action that interferes with other parties' use of the Sites;
- (c) use any robot, spider or other automatic or manual device or process for the purpose of harvesting or compiling information on the Sites for purposes other than for a generally available search engine;
- (d) use any AEC names, service marks, or trademarks without our prior written consent, including without limitation as metatags, search engine keywords, or hidden text;
- (e) use any material or information, including images or photographs, which are made available through the Sites in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- (f) upload, transmit or otherwise distribute files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property; or
- (g) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of any third party, or upload to or otherwise distribute on the Sites any libelous, defamatory, obscene, pornographic, abusive or otherwise illegal material.

5. Other Sites; Third-Party Content, Products and Services

The Sites may contain links to other Internet sites, resources, and advertisers ("Linked Sites"). Since we are not responsible for the availability of these outside resources, or their contents, you should refer to the separate terms of use, privacy policies, and other rules posted on Linked Sites before you use them. AEC does not author, edit or monitor these Linked Sites, and is not responsible or liable for: (a) the availability of or content provided on such Linked Sites, nor does inclusion of any link imply endorsement of the Linked Sites by AEC, or vice versa; (b) third-party content accessible through such Linked Sites; (c) any loss or damage whatsoever you may incur from dealing with any Linked Site; or (d) your dealings with any third parties found on or through the Sites.

6. Submissions; Public Comments; User-Generated Content

You acknowledge that any submissions you make to the Sites (i.e., user-generated content including but not limited to comments, forum messages, reviews, text, video, audio and

photographs) (each, a “Submission”) may be edited, removed, modified, published, transmitted, displayed and/or incorporated by AEC on the Sites and you waive any rights you may have in having the material altered or changed in a manner not agreeable to you. Submissions made to the Sites may also be made available for republishing through other formats and on other platforms and media. By making a Submission, you are consenting to its display and publication on the Sites’ associated services and for related online and offline promotional uses. You are solely responsible for ensuring that each Submission made by you or in connection with your account complies with all applicable law, rules and regulations. You may not upload, post or make any Submission that violates the rights of third parties, and you are not allowed to make a Submission containing any video or photo of any third party without such third party’s express permission. By making a Submission, you warrant that you have express permission from all persons appearing in the media contained in such Submission.

You grant to AEC a perpetual, non-exclusive, worldwide, royalty-free, sub-licensable right and license to Submissions, which includes without limitation the right for AEC or any third party it designates, to use, copy, reproduce, print, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) in whole or in part in any form or media now known or hereinafter developed, any Submission posted by you on or to the Sites or any other site or application owned by AEC, including any Submission posted on or to the Sites through the Third-Party Sites. AEC is not obliged to maintain back-up copies of any material submitted or posted on the Sites or through any other site or application.

You are solely responsible for the content of your Submissions. You acknowledge that AEC does not review every Submission or pre-screen or approve Submissions and is not responsible for the content of Submissions by you or others. However, AEC reserves the right to review, delete, move, or edit Submissions that it, in AEC’s sole discretion, deems unacceptable for any reason, including without limitation any Submission(s) that contain abusive, defamatory and/or obscene material, or violates any intellectual property law or violates the proprietary rights or the privacy rights of others.

7. Copyright Infringement

In accordance with the Digital Millennium Copyright Act (“DMCA”), AEC has designated an agent to receive notifications of alleged copyright infringement associated with the Sites. AEC will, upon receiving proper notice as set forth below, use commercially reasonable efforts to investigate notices of copyright infringement and take appropriate action under the DMCA. If you believe that your copyrighted work or the copyrighted work of another party is being infringed, please notify our copyright agent at memberservices@aecoop.org, or through the address set forth at the end of this page. If material is believed in good faith by AEC to infringe a copyright or otherwise violate any intellectual property rights, AEC will remove or disable access to any such material.

8. Typographical Errors

Our goal is to provide complete, accurate, up-to-date information on our Sites. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. The Sites may contain typographical mistakes, inaccuracies, or omissions, and some information and Content may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions, and to change or update information and Content at any time without prior notice to you.

9. Termination of Site/Modifications to Site

We reserve the right to modify or terminate your access to the Sites (or portions of the Sites) at any time, temporarily or permanently, with or without notice to you, for any reason, and we are not obligated to support or update the Sites. Sections 1-2, Sections 4-6, and Sections 9-16 of these Terms of Use shall survive any termination. We may also impose limits on certain Content and services, restrict your access to part or all of the Sites, or charge fees for access to portions of the Sites without notice or liability. You acknowledge and agree that AEC will not be liable to you or any third party in the event that we exercise our right to modify or terminate access to the Sites or portions of the Sites. If you create an account, you may terminate your account at any time by emailing memberservices@aecoop.org or through the address set forth at the end of this page. Upon termination, you will receive an automated confirmation via e-mail that the cancellation was processed, and your access to the Sites will be suspended within 24 hours.

10. Disclaimer of Liability

AEC does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, or distributed through the Sites by any user, information provider or any other person or entity. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. THE SITES ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. AEC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. AEC MAKES NO WARRANTY, AND EXPRESSLY DISCLAIMS ANY OBLIGATION, THAT: (A) THE SITE WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (B) THE CONTENT WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE OR ACCURATE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITES OR ANY SERVICES OFFERED THROUGH THE SITES WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITES WILL MEET YOUR EXPECTATIONS; OR (E) THAT DEFECTS, IF ANY, WILL BE CORRECTED. YOU HEREBY ACKNOWLEDGE THAT USE OF THE SITES IS AT YOUR SOLE RISK. No advice or information, whether oral or written, obtained from AEC or through the Sites, will create any warranty not expressly made herein.

11. Limitation of Liability

IN NO EVENT SHALL AEC, ITS DIRECTORS, OFFICERS, MEMBER-CONSUMERS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, AND/OR DISTRIBUTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, INCREASED OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, REVENUE, DATA, GOODWILL, USE, OR OTHER INTANGIBLE LOSSES INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION NEGLIGENCE AND STRICT LIABILITY), ARISING FROM YOUR ACCESS TO OR INABILITY TO ACCESS, OR USE OF, THE SITES OR ANY SERVICES PROVIDED IN CONNECTION WITH THE SITES, EVEN IF AEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND FURTHER WHERE A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. THIS LIMITATION ON LIABILITY APPLIES TO, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY DISABLING DEVICE OR VIRUSES WHICH MAY INFECT YOUR EQUIPMENT OR SYSTEM, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, BODILY INJURY, PROPERTY DAMAGE, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE.

Some jurisdictions may not allow the exclusion of certain warranties or the exclusion/limitation of liability as set forth in this Section 11 so the limitations above may not apply to you.

12. Limitation on Actions Brought Against AEC

You agree that any claim or cause of action arising out of these Terms of Use or your use of the Sites must be filed within one (1) year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by AEC to enforce or exercise any provision of these Terms of Use or related right shall not constitute a waiver of that right or provision.

13. Dispute Resolution

You agree that any dispute arising out of or relating in any way to your use of the Sites requires that such claim be resolved exclusively by confidential binding arbitration except that, to the extent you have in any manner violated or threatened to violate Intellectual Property Rights, AEC may seek injunctive or other appropriate relief. The arbitration shall be conducted before one neutral arbitrator in Knoxville, Tennessee, U.S.A., in accordance with the rules of the American Arbitration Association (“AAA”), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys’ fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to these Terms, the arbitrator shall be authorized to award either party any provisional or equitable remedy permitted by applicable law. The parties shall equally share all AAA charges and fees associated with the arbitration.

BECAUSE THE USE OF THE SITES REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrator may be enforced in any court having jurisdiction thereof. Each party hereby consents (a) to the non-exclusive jurisdiction of the courts of the State of Tennessee or to any federal court located within the State of Tennessee for any action (i) to compel arbitration, (ii) to enforce any award of the arbitrators, or (iii) at any time prior to the qualification and appointment of the arbitrator, for temporary, interim or provisional equitable remedies, and (b) to service of process in any such action by registered mail or any other means provided by law. Should this Section 13 be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that exclusive jurisdiction and venue for any claims will be in the state or federal courts in Knoxville, Tennessee.

14. Acknowledgement

You hereby acknowledge (a) that you have read and understood these Terms of Use, and (b) that these Terms of Use have the same force and effect as a signed agreement.

15. Miscellaneous

If any provision in these Terms of Use is found by a court or arbitrator to be invalid, the parties agree that the court or arbitrator should give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use will remain in full force and effect. AEC's failure to act with respect to a breach by any visitor using the Sites does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms of Use will be governed by and construed in accordance with the laws of the State of Tennessee without regard to its choice of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the United States will govern. These Terms of Use and the Privacy Policy as posted from time to time by AEC on the Sites, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms of Use and supersede all prior understandings and agreements, whether written or oral, as to such subject matter.

16. Contact Information

If you have any questions about these Terms of Use, the practices of AEC, or your dealings with the Sites, please contact us through the address below. You may also contact us to update your personal information by notifying us when you change your name or email address.

Address: Appalachian Electric Cooperative, P.O. Box 400, New Market, TN 37820

APPROVED: 12/27/12