



## Terms of Use

Please review and accept the Bluebonnet Terms of Use and Mobile Services Terms & Conditions

-----

### Bluebonnet Electric Cooperative Terms of Use

**1. Usage Restrictions.** Bluebonnet Electric Cooperative, Inc. ("Bluebonnet") grants Member, and Member accepts, upon the conditions stated herein, a nonexclusive, nontransferable license to access and use the Portal for the sole purpose of monitoring and/or assessing Member's own electricity usage and obtain information related thereto, and for no other purpose. Member shall not: (a) share usernames and passwords with other parties or otherwise allow access to the Portal by any other parties; or (b) transfer, lease, loan, resell for profit, distribute or otherwise grant any rights in the Usage Data or Portal in any form to any other party, including commercial time-sharing, rental, or service bureau use. Member shall take all reasonable steps to protect the security of Member's username and password and prevent any person who is not Member from accessing the Portal.

**2. Warranty.** THE PORTAL AND ANY SERVICES RELATED THERETO ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND BLUEBONNET AND EMETER MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF THE CONDITION OR FUNCTIONALITY OF THE PORTAL, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED SERVICE, ERROR-FREE SERVICE, INTEROPERABILITY, OR AGAINST INFRINGEMENT.

**3. Limitation of Liability.** IN NO EVENT SHALL BLUEBONNET OR EMETER BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR ANY KIND (INCLUDING LOSS RESULTING FROM BUSINESS DISRUPTION), OR DAMAGE TO SYSTEMS OR DATA, WHETHER IN AN ACTION FOR CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF BLUEBONNET OR EMETER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MEMBER ASSUMES ALL RISKS ASSOCIATED WITH THE USE OF THE PORTAL, INCLUDING ANY RISK TO MEMBER'S ELECTRONIC DEVICES, SOFTWARE OR DATA BEING DAMAGED BY ANY VIRUS, SOFTWARE, OR ANY OTHER FILE THAT MAY BE TRANSMITTED OR ACTIVATED VIA THE PORTAL, AND BLUEBONNET AND ITS AUTHORIZED AGENTS AND CONTRACTORS SHALL NOT IN ANY EVENT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**4. Excused Portal Outage.** Member acknowledges and agrees that, from time to time an outage, unavailability, interruption, delay or other degradation of the Portal could occur resulting from or caused by any of the following: (a) a scheduled downtime, maintenance or repair by eMeter; (b) an act or omission of Bluebonnet or Member; (c) any equipment, networks, products or services provided or controlled by Bluebonnet; or (d) an event of force majeure. Member releases Bluebonnet and eMeter from any liability therefor.

**5. Denial, Change or Withdrawal of Service.** Member agrees that Bluebonnet shall have the right to deny access and that the Portal may be changed or withdrawn upon Bluebonnet's complete discretion. Bluebonnet may notify Member of any change in service. Member's continued use of the Portal is deemed acceptance of any change in service.

**6.** Member agrees not to knowingly and without authorization, alter, damage, or destroy the Portal or any part thereof or use the Portal to conduct or attempt to conduct any business or activity that is prohibited by law. Member consents to administrative monitoring at all times by Bluebonnet and its authorized agents and contractors.

### **Bluebonnet Electric Cooperative Mobile Services Terms & Conditions**

By using Bluebonnet Electric Cooperative Inc.'s ("Bluebonnet," "we," "us," or "our") mobile products and services ("Mobile Services"), you:

- 1.** Agree to be bound by these terms and conditions and the terms and conditions of the Member Agreement, Bluebonnet's bylaws, policies, tariffs and member handbook the Bluebonnet Electric Cooperative Online Account Agreement, and any amendments or modifications to same or any of such terms, conditions, rules, or regulations or any part thereof ("Agreements"). You agree to use the Mobile Services only as set forth in the Agreements. You agree you will not use Mobile Services while driving.
- 2.** Acknowledge and agree that third parties may provide assistance with Mobile Services, that you may be subject to third party terms, and that third parties may enforce terms against you. Bluebonnet Electric Cooperative is not responsible for third party changes to the Mobile Services.
- 3.** Consent to the collection, use, and sharing of your information as outlined in Bluebonnet's Privacy Statement.
- 4.** Acknowledge that certain Mobile Services require phone service, data access or text messaging capability. Except as otherwise noted, Bluebonnet does not charge for the Mobile Services, but carrier rates for phone, data, and text messaging may apply. Check with your wireless carrier for details on specific fees and charges that may apply prior to using the Mobile Services.