



WEBSITE TERMS OF USE

These Terms of Use govern your use of the website located at www.epb.com (the “Website”). This Website is provided by the Electric Power Board of Chattanooga, an independent board of the City of Chattanooga, Tennessee (“EPB”).

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

ELIGIBILITY

This Website is offered and available to users who are 18 years of age or older and available only for the lawful, personal, informational, and non-commercial use of residents of the United States who agree to be bound by these Terms of Use. Access to this Website may be prohibited or restricted in countries outside the United States. Access from outside the United States shall be made at the user’s sole risk.

YOU MAY NOT USE, ACCESS, OR REQUEST SERVICES FROM THE SITE IF YOU (A) DO NOT AGREE TO THESE TERMS OF USE, (B) ARE NOT AT LEAST 18 YEARS OF AGE, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE SITE OR ANY OF THE SITE’S CONTENTS OR SERVICES BY APPLICABLE LAW.

BY USING THE SITE OR OBTAINING SERVICES FROM THE SITE, YOU REPRESENT AND WARRANT THAT YOU MEET ALL OF THE FOREGOING ELIGIBILITY REQUIREMENTS AND YOU AFFIRM THAT YOU ACCEPT AND ARE BOUND BY THESE TERMS OF USE. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, YOU MUST NOT USE OR ACCESS THE SITE.

APPLICATIONS FOR SERVICE

Individuals or businesses eligible to receive service from EPB may apply for service via the Website by completing an application for service. As part of the application process, you may be required to submit personal information to EPB, including your name, address, telephone or cell phone number, spouse’s name, employment information, Social Security number, driver’s license number, Medicaid or Medicare number, green card number, passport number and/or

state identification number, credit card or other bank information and personal references. The collection and use of this and other information through this Website is governed by our Privacy Policy available at our Website Privacy Policy.

Upon receipt of an application for service, EPB may take measures to verify any information submitted in connection with such application, including reviewing a credit history and verifying Social Security number through Equifax. Further, EPB may require some customers to pay a deposit. EPB, in its sole discretion, may permit applicants to pay such deposit via Visa, Discover Card, or MasterCard or to pay such deposit in the applicant’s first bill. EPB will notify applicants via the email address on the application whether the application has been received and accepted and whether the applicant shall be required to pay a deposit.

All electric service provided by EPB shall be governed by our Schedule of Rules and Regulations, available here <https://epb.com/legal/electric>. All Fiber Optics Services provided by EPB shall be governed by the applicable Residential Agreement for Fiber Services, available here: <https://epb.com/legal/residential-fiber> or by the Commercial Agreement for Fiber Services at <https://epb.com/legal/commercial-fiber>.

ENROLLING IN AN ONLINE ACCOUNT

EPB Customers may be able to use this Website to access certain account information, including an account summary, usage and billing details, service request history, and outage reports. By establishing an Online Account, you represent and warrant that you have the right and are authorized to provide the information you enter in order to register for the Online Account. If you have an Online Account, you are responsible for all activities occurring under your Online Account and for keeping your username, password, and Online Account information confidential. Therefore, you should not provide your username, password, or any other log-in credentials associated with your Online Account to any other person. If you suspect someone is accessing or using your Online Account without your permission, or if you need to change your password or Online Account information, please notify EPB immediately by contacting us at: (423) 648-1EPB (1372).

You agree to (i) maintain the confidentiality and security of your username and password, (ii) promptly update any information you provide to us in connection with your account and to keep it accurate, current and complete, and (iii) be fully responsible for all use of your account and for any actions that take place using your account. You can verify or make changes to your account information through the Website or by contacting us at: (423) 648-1EPB (1372).

We reserve the right, at our sole discretion, for any reason, at any time, with or without notice to you, to modify, revise, or discontinue, temporarily or permanently, the Website (or any part thereof) or to terminate your username and account and/or your access to the Website (or any part thereof). When applicable, we will post a notice of any material changes to our Terms of Use here. Under no circumstances shall we be liable for any loss, damage, liability, or expense incurred or suffered which is claimed to result from your use or loss of use of the Website or any services made available on the Website, including without limitation, any fault, error, omission, interruption, or delay with respect thereto.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion you have violated any provision of these Terms of Use.

PERSONAL INFORMATION

All personal information we receive and collect through this Website is governed by and subject to our Privacy Policy, which is incorporated into these Terms of Use by reference.

ONLINE PAYMENT

You may pay your bill online by using the EPB online bill payment system. You may pay by check if the account is restricted to payment by cash only. When setting up online billing, you will be asked to provide your account number, mailing address, and a routing number and checking account number. You may pay by Visa, Discover Card, or MasterCard or by debit card, provided that the debit card bears a Visa, Discover Card or MasterCard logo. You will be asked to provide the card number and expiration date.

Once you have made an online payment, you will be asked to verify that the information on file is correct for the next transaction. In the event such information has changed, you will be able to correct or enter new payment information.

OTHER RULES AND REGULATIONS

Additional or different terms and conditions may apply in connection with certain features or functionality and they are incorporated into and made a part of these Terms of Use by reference. When applicable, such terms and conditions governing certain features or functionality will appear near where you access or use those or in an adjacent link. In the event of a conflict between any additional or different terms and these Terms of Use, the additional or different terms will prevail with respect to the subject matter to which they apply.

PROHIBITED USES

You agree to use the Website only for lawful purposes and in accordance with these Terms of Use. Specifically, you agree:

- Not to use the Website in any way that violates federal, state, local or international law or regulation, or generally accepted practices or guidelines in relevant jurisdictions (including any laws or regulations regarding the export of data or software to and from the United States or other relevant countries);
- That you will not use the Website to transmit or send unsolicited commercial communications;
- Not to access (or attempt to access) the Website by any means other than through the interface that is provided by the EPB;
- That you will not attempt to gain unauthorized access to, interfere with, damage, disrupt or circumvent any of the security features of any part of the Website (or the servers, networks, and databases which are connected to the Website);
- Not to access (or attempt to access) the Website through any automated means (including use of scripts or web crawlers);
- Not to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Website without the EPB's express written consent;
- Not to introduce any spyware, viruses, Trojan horses, worms, keystroke loggers, rootkits, logic bombs or other material which is malicious or technologically harmful to the Website (or the servers, networks, and databases which are connected to the Website);
- That you will not edit or otherwise modify any content on the Website that is not owned by you or another person or entity for whom you act as their agent;
- That you will not engage in any activity that interferes with or disrupts the Website (or the

servers, networks, and databases which are connected to the Website);

- That you will not impersonate or attempt to impersonate the EPB, an EPB employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing);
- That you will not reproduce, redistribute, republish, duplicate, copy, display, sell, rent, sub-license, trade or resell any content or other aspect of the Website for any commercial purpose (except for content specifically and expressly made available for redistribution); and
- That you are solely responsible for (and that the EPB has no responsibility to you or to any third party for) any breach of your obligations under these Terms of Use and for the consequences (including any loss or damage which you may suffer) of any such breach.

INTELLECTUAL PROPERTY

The Website and all information and content contained herein is protected by contract law and various intellectual property laws, including domestic and international copyright laws. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website, except that your computer or other device may temporarily store copies of such materials in its temporary memory incidental to your accessing and viewing those materials, and files may be automatically cached by your browser for display enhancement purposes. Subject to the restrictions set forth in these Terms of Use, and except for content specifically and expressly made available for redistribution, you may print or download information from the Website only for your personal, informational, and other non-commercial use, and not for further reproduction, publication, or distribution, provided you keep intact all copyright and other proprietary notices.

These Terms of Use do not grant you any right, title, interest, license (express or implied) to any patent, trademark, service mark, copyright, trade secret or other intellectual property right of the EPB or the respective intellectual property owners. Modification of any content on the Website is explicitly prohibited. You are also prohibited from using this Website in any way that would damage its content or visibility for other visitors. EPB retains exclusive and valid ownership of the Website, the names and marks thereof, and all intellectual property, proprietary rights and documentation therein, and you acknowledge that the foregoing constitute valuable assets and may constitute trade secrets of

the EPB. The EPB, and its associated logos, and all page headers, custom graphics, and other icons are service marks, trademarks, registered service marks, or registered trademarks of the EPB. All other product names and company logos mentioned on the Website or in the information or content contained therein are trademarks of their respective owners. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from this Website without the prior written authorization of the EPB or the respective owners of such information or intellectual property. You agree that you will not remove, alter or obscure any copyright, legal or proprietary notices in or on any portions of the Website or the information and content contained therein.

COPYRIGHT INFRINGEMENT

The EPB accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. Pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the "Act"), the EPB reserves the right to terminate your use of the Website or the information and content contained therein if it determines in its sole and absolute discretion that you are involved in infringing activity, regardless of whether such alleged infringement is a first-time or repeat occurrence and/or whether the material or activity is ultimately determined to be infringing.

If you believe that any User Contributions violate your copyright, please send a notice of copyright infringement to the Contact Information provided at the end of this document.

Contact

DMCA Agent Email: copyright@epbfi.com

Mail

EPB Legal Services Department
Attn: Copyright Claims
P.O. Box 182255
Chattanooga, Tennessee 37422-2255

Fax

(423) 648-1318
Attn: DMCA Agent - Copyright Claims

SERVICE AND TECHNICAL INFORMATION

EPB aims to display and describe the features available on this Website accurately and completely. However, your interaction with this Website depends upon a

number of factors, including your computer equipment and internet connection. EPB may change, update or remove Website features at its discretion. Therefore, EPB cannot guarantee the availability or accuracy of any or all features on the Website. You agree that technical information, opinions, recommendations, and other information made available to you on this Website are for your information and convenience only. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance by you on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

THIRD PARTY LINKS

This Website may display links to other websites or resources sponsored by third parties that may not be available at all times and may contain content that is untrue, inaccurate, incomplete, or outdated. If you access any such websites or resources, you do so at your own risk. EPB does not endorse, provide warranties of any kind, or assume any responsibility or liability to you or any third party for the content or accuracy of any materials provided by any third parties on through such websites or resources.

NO WARRANTIES; DISCLAIMERS

YOU USE THE WEBSITE AND SERVICES AT YOUR SOLE RISK. THIS WEBSITE, THE SERVICES, AND ALL OF THE CONTENT THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES (I) AS TO TITLE, MERCHANTABILITY, FITNESS FOR ORDINARY OR PARTICULAR PURPOSES, NON-INFRINGEMENT, SYSTEM INTEGRATION, AND WORKMANLIKE EFFORT; (II) THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE WEBSITE OR SERVICES OR ANY ASPECT THEREOF; (III) THOSE ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; (IV) THE WEBSITE OR SERVICES CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY US; AND (V) THAT ACCESS TO OR USE OF THE WEBSITE AND/OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. WE DO NOT WARRANT OR GUARANTEE THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THIS DOES NOT AFFECT THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE.

LIMITATION ON LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER WE OR OUR AFFILIATES, CONTRACTORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR REPRESENTATIVES, NOR ANY THIRD-PARTY PROVIDERS TO THE WEBSITE, WILL BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER CLAIM FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF OR IMPAIRMENT OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) WHETHER CAUSED BY OR RESULTING FROM (I) THE USE OR THE INABILITY TO USE THE WEBSITE OR THE SERVICES, OR ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, EFFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OR USE OF RECORDS, OR LOSS OF USE RELATED TO THE WEBSITE OR THE SERVICES OR ANY WEBSITE OPERATED BY ANY THIRD PARTY, (II) ERRORS, INACCURACIES, OMISSIONS, OTHER DEFECTS IN, UNTIMELINESS, OR UNAUTHENTICITY OF INFORMATION OR CONTENT PROVIDED BY, CONTAINED WITHIN, OR OBTAINED THROUGH THE WEBSITE OR THE SERVICES, OR (III) ANY OTHER FAILURE, ACTION, OR OMISSION, AND REGARDLESS OF WHETHER ARISING UNDER BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, FEDERAL OR STATE SECURITIES LAWS, OR UNDER ANY OTHER THEORY OR CAUSE OF ACTION. NO ACTION ARISING OUT OF OR PERTAINING TO THESE TERMS OF USE MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

EPB SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF YOUR ACCESS TO OR USE OF THIS WEBSITE, EVEN IF EPB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EPB'S LIABILITY EXCEED ONE HUNDRED DOLLARS (\$100.00). BY USING THIS WEBSITE, YOU HEREBY EXPRESSLY WAIVE ANY SUCH CLAIM IN EXCESS OF ONE HUNDRED DOLLARS (\$100).

INDEMNIFICATION

As a condition of your use of this Website, and to the fullest extent permitted by the law, you agree

to indemnify, defend, and hold harmless EPB and our affiliates, partners, officers, employees, agents, representatives, suppliers, licensors, and content and service providers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising from or relating to your violation of these Terms of Use or any other activity, including, but not limited to, negligent or wrongful conduct, by you or conducted on your behalf related to this Website or any services made available through the Website. You will cooperate as fully as reasonably required in the defense of any such claim or demand. We and any third party involved in creating, producing, or delivering the Website or any services made available through the Website reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, at your expense, and you will not in any event settle any such matter without our prior written consent and any such third party.

Without limiting the foregoing, EPB makes no warranty that: (a) there will be no interference with your use of this Website; (b) this Website will fulfill any particular purpose, need requirement or specification; (c) your application to receive services will be accepted or honored according to your schedule or any stated schedule; (d) this Website will be secure or error free; (e) any errors on this Website will be corrected; or (f) this Website is lawful, appropriate or available for use in any particular location.

You agree to indemnify, defend, and hold harmless EPB and its officers, directors, predecessors, successors, employees and agents for all claims against them that arise from or are related to your use of this Website.

GOVERNING LAW

To the fullest extent permitted by law, these Terms and any claim or dispute arising out of or related to these Terms will be governed by and construed in accordance with the state and federal laws of the State of Tennessee, without regard to its choice of laws principles. Except as otherwise prohibited by law, any claim or dispute must be brought within one (1) year from the date such cause of action arises. Any claim or dispute arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of state or federal courts located in Hamilton County, Tennessee, and you hereby submit to the personal jurisdiction of such courts.

MISCELLANEOUS

We reserve all rights not expressly granted under these Terms and Conditions, and no other rights are granted

by implication or estoppel or otherwise. The headings in these Terms and Conditions are for convenience only and have no legal or contractual effect. Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, our liability and that of our third party content providers and their respective agents shall be limited to the greatest extent permitted by law. You will not assign any of your rights or delegate any of your obligations under these Terms of Use without our prior written consent. Any purported assignment or delegation in violation of this prohibition on assignment is null and void. No assignment or delegation relieves you of any of your obligations under these Terms of Use. If any provision of these terms is held to be unlawful, void or unenforceable for any reason, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions. Except as otherwise provided in these Terms, the terms, provisions, covenants, representations, warranties and indemnities contained in these Terms which by their nature, sense and context survive or are expressly intended to survive the expiration or termination of these Terms will so survive and continue in full force and effect until they are satisfied or by their nature expire.

ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and EPB relating to your use of this Website and shall supersede any other agreement between you and EPB with respect to the subject matter of these Terms. No change, waiver or discharge hereof will be valid unless made in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced. Any failure by the EPB to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

CONTACT INFORMATION

All feedback, comments, requests for technical support and other communications relating to the Website should be directed to EPB at 423-648-1372.