

Terms of Use

Ohio Utilities Protection Service

The Ohio Utilities Protection Service's ("O.U.P.S.") web site is offered to you conditioned on your acceptance, without modification, of this policy's terms and conditions of use ("Policy").

PLEASE READ THESE TERMS OF USE CAREFULLY. YOUR ACCESS TO OR USE OF THE SITE CONSTITUTES YOUR AGREEMENT TO ABIDE BY THE TERMS OF USE THEN IN EFFECT.

Modifications and Updates:

O.U.P.S. RESERVES THE RIGHT TO CHANGE THIS POLICY AT ANY TIME. IT WILL ALERT YOU THAT CHANGES HAVE BEEN MADE BY INDICATING IN THE FOOTER THE DATE IT WAS LAST UPDATED. YOUR USE OF THE SITE FOLLOWING THE POSTING OF SUCH CHANGES OR REVISED STATEMENT SHALL CONSTITUTE YOUR CONSENT. Please carefully review this Policy whenever you visit our Site so you fully understand our Terms of Use to make an informed decision about using our Site and Services, including our data privacy practices, prohibitions, security and termination policy, and warranty disclaimer.

No Unlawful or Improper Use:

As a condition of your use of the O.U.P.S. web site, you warrant to O.U.P.S. that you will not use the web site for any purpose that is unlawful or prohibited by this Policy. You may not use the O.U.P.S. web site in any manner that could damage, disable, overburden, or impair the O.U.P.S. web site or interfere with any other party's use and enjoyment of the site. Further, you may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for use through the sites.

If you use, or attempt to use the web site for other than its intended and legitimate purpose, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of the web site, your access will be terminated and you may be subject to damages and other penalties, including criminal prosecution where available.

Further, if O.U.P.S. has reason to believe that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including without limitation any violation of terms and conditions of this Policy or improperly interfered in any way with O.U.P.S. services, your access to the web site and O.U.P.S. services may be suspended or terminated immediately without notice. You shall cooperate fully with O.U.P.S. in any investigation of suspected unlawful, fraudulent, or improper activity.

Materials Posted on the Site:

Any personal financial information (for example, your banking information, name, address, and telephone number) you transmit to the web site in use of our payment services, will be used by O.U.P.S. in accordance with our Privacy Policy of Personal Financial Information, located at http://www.oups.org/Portals/0/Documents/privacy_policy_personal_financial_information_051414.pdf. All other communications or materials you transmit to the web site, either directly or indirectly (for example, through the use on a third-party social media site), including submissions, creations and the like, will be treated as non-confidential and non-proprietary. By posting, uploading, inputting, providing your submission of such information, you are granting O.U.P.S. permission to use it, including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your submission; and to publish your name in connection with your submission.

Further, you represent and warrant that all information you provide in connection with your access to or use of the web site is and shall remain true, accurate, and complete. You agree that if any information you provide is false, inaccurate, obsolete or incomplete, or not in compliance with this Policy or our Privacy Policy of Personal Financial Information, we may terminate your use of the web site.

Security:

In an effort to protect Personal Financial Information while it is under O.U.P.S. control, O.U.P.S. has put into place reasonable security measures in accordance with our Privacy Policy of Personal Financial Information, located at http://www.oups.org/Portals/0/Documents/privacy_policy_personal_financial_information_051414.pdf. We urge you to review the Privacy Policy thoroughly.

In case of an unauthorized transaction of the O.U.P.S. web site, you must contact O.U.P.S. immediately and be prepared to provide us with the following information: 1) your name, company and primary email address; 2) detailed description of the information about the transaction in question, including the date, type of transaction and parties involved or suspected to being involved; 3) why you believe it is an error; and 4) any additional information you believe is need to help resolve the issue. You may notify O.U.P.S. by email, certified mail, FAX or telephone. However, if your report is by telephone, O.U.P.S. reserves the right to request that you supply a complete and detailed report in writing. You are solely responsible for providing O.U.P.S. with a correct, independent and active email and postal address. O.U.P.S. will not be liable for any undelivered email or mailed communications. Also, O.U.P.S. will not be responsible to any costs or fees incurred by you for maintaining internet access

and/or your independent email account, and you must promptly notify O.U.P.S. of any change in your contact information, including your email and postal mailing address.

Termination of Your Use and/or Access Restrictions:

O.U.P.S. reserves the right, in its sole discretion, to terminate your access to the O.U.P.S. web site and related services, or any portion thereof, at any time, without notice. Use of the O.U.P.S. web site is unauthorized in any jurisdiction that does not give effect to all provisions of the terms and conditions of this Policy, including without limitation this paragraph. Nothing in this Policy is in derogation of O.U.P.S.' right to comply with governmental, court and law enforcement requests or requirements relating to your use of the web site or information provided to or gathered by O.U.P.S. with respect to such use. If any part of this Policy is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations, then the invalid or unenforceable provision will be deemed superseded by a valid and enforceable provision that most closely matches the intent of the original provision, and the remainder of the Policy shall continue in effect.

Unless otherwise specified herein, this Policy supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and O.U.P.S. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Policy to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Cookies, IP Addresses and URLs:

AUTOMATICALLY COLLECTED INFORMATION:

As previously stated, we may receive certain types of information whenever you interact with O.U.P.S. either on the Site or via phone. Among other information, we may automatically collect your IP address, telephone number, and/or the type of browser you use. This information may be automatically collected through the use of "cookies" which are discussed in more detail below. We may also collect various types of "clickstream" information which is information about your browsing behavior, such as IP address information, entry and exit points for the Site, search terms, website addresses you visit, page views, and impressions. Further, we may collect various types of information from your voluntary responses to questions asked and surveys conducted on the Site.

COOKIES:

Cookies are small text files placed on your hard drive by a website when you visit. These files identify your computer and record your preferences and other data about your visit so that when you return to the site, the site knows who you are and can personalize your visit. In general, we can use cookies to collect information so that we can determine how to improve our O.U.P.S. web site by seeing which areas and features are most popular, to personalize the site, to improve the site experience and to complete transactions and accomplish the tasks you have requested. Most browsers automatically accept cookies as the default setting; however, you can (a) modify the setting to reject cookies, or (b) to prompt you before accepting a cookie from the sites you visit by editing browser options. If you decide not to accept our cookies, you will still be able to access those parts of our Site available to the general public, but you may not be able to use some of the site's features or services. We may use third-parties to serve or provide ads on the web site, and these third-parties may place cookies or other devices on your computer to collect its own personal information. Information provided by these parties may be used, among other things, to deliver advertising targeted to your interests and to better understand the usage and visitation of our O.U.P.S. web site, and the other sites tracked by these third-parties. We are not responsible for and do not control any actions or policies of any third-party provider, advertiser, retailer, or technology service.

Links to Other Web Sites:

The O.U.P.S. web site may contain links to other third-party web sites. Any Personal Information you provide on the linked pages is provided directly to that third-party and is subject to that third-party's privacy policy. We are not responsible for the content or privacy and security practices and policies of third-party web sites to which we link. Links from our Site to third-parties or to other sites are provided for your convenience. We encourage you to learn about their privacy and security practices and policies before providing them with any information.

Other Restrictions:

Although O.U.P.S. may from time to time monitor or review various discussions, postings, transmissions, and the like on the web site, O.U.P.S. is under no obligation to do so and assumes no responsibility or liability arising from the content of any such postings, nor for any error, defamation, libel, slander, omission, falsehood, obscenity, profanity, danger, or inaccuracy contained in any information within such locations on the web site. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, infringe upon the intellectual property or other rights of third parties, give rise to civil liability, or otherwise violate any law. O.U.P.S. will fully cooperate with any law enforcement authorities or court order requesting or directing O.U.P.S. to disclose the identity of anyone posting any such

information or materials. You shall be solely liable for any damages resulting from any infringement of patent, copyright, trademark or other proprietary right, or any other harm resulting from your use of the O.U.P.S. web site.

O.U.P.S., at its sole discretion, reserves the right to restrict your use of the web site in the event that O.U.P.S. determines, in its sole discretion, that your use of the web site is inappropriate. Reasons that O.U.P.S. may determine that your use of the web site is inappropriate include, but are not limited to, the following: (i) unconfirmed identity or incorrect membership information; or (ii) you have used the web site to commit or to facilitate fraudulent or unlawful activity.

Limits of Liability and Disclaimer of Warranties:

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE O.U.P.S. WEB SITE MAY INCLUDE DEFECTS, INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES MAY BE MADE TO THE WEB SITE BY O.U.P.S. AT ANY TIME. THESE CHANGES MAY REQUIRE THAT THE WEB SITE BE SHUT DOWN PERIODICALLY AND WITHOUT NOTICE.

O.U.P.S. MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, COMPLETENESS, TIMELINESS, AND/OR ACCURACY OF THE WEB SITE, INCLUDING THE INFORMATION, GRAPHICS, SOFTWARE, PRODUCTS, SERVICES AND/OR DATA PROVIDED. To remove all doubt, your use and browsing of the O.U.P.S. web site are at your own risk. Further, O.U.P.S. shall have no responsibility to provide you access to the web site. Neither O.U.P.S. nor any other party involved in creating, producing, or delivering the web site shall be liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, the web site. **WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEB SITE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS OF LIABILITY, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.** Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties. O.U.P.S. also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect your computer, equipment or other property on account of your access to, use of, or browsing in the web site or your downloading of any materials, data, text, images, video, or audio from the web site. **THE PROVISIONS CONTAINED IN THIS SECTION SHALL SURVIVE TERMINATION OF YOUR ACCESS OR USE OF THE WEB SITE.**

You shall release, discharge, and relinquish and shall defend and shall indemnify and hold harmless O.U.P.S. and its affiliates and vendors, and each of their members, directors, employees, agents, representatives, and contractors of whatever tier from and against all losses, claims, demands and causes of actions of whatever kind or character, including, without limitation, costs, reasonable attorneys' fees, and expenses incurred in connection with any claim brought by any persons or entities arising from, in connection with, or relating to your

access and use of the web site, including your use of the information obtained through the O.U.P.S. web site.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE O.U.P.S. WEB SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ITS USE.

Jurisdiction and Governing Law:

The laws of the State of Ohio, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction, shall govern this Policy. To the extent allowed by applicable law, any claims or causes of action arising from or relating to your access and use of the web site, as contemplated by this Policy and these terms and conditions must be instituted within one (1) year from the date upon which such claim or cause arose or was accrued. Further, any such claim or cause of action shall be brought exclusively in the state or federal courts having jurisdiction in Trumbull County, Ohio, and you agree to submit to the exclusive personal jurisdiction of such courts and hereby appoint the Secretary of State of Ohio as your agent for service of process. You agree to waive any objection that the state or federal courts of Trumbull County, Ohio are an inconvenient forum.

O.U.P.S.'s Intellectual Property Rights:

The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Site, including but not limited to "O.U.P.S.," "e-DIG," "CALL BEFORE YOU DIG" and "Ohio Utilities Protection Service," are Trademarks of O.U.P.S. In addition, all page headers, custom graphics, button icons and scripts are copyrighted material owned by O.U.P.S. and may not be copied, imitated or used, in whole or in part, without its prior written permission. Nothing contained on our web site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any displayed Trademark copyrights or patent rights without the written permission of O.U.P.S. Your misuse of O.U.P.S.' intellectual property displayed and/or used on the web site, except as provided in this Policy, is strictly prohibited. You are also advised that O.U.P.S. will aggressively enforce its intellectual property rights, including its patent rights, trademarks and copyrights to the fullest extent permitted under the law, including the seeking of criminal prosecution.