

## Terms of Use

These Terms of Use (“Terms”) govern your use of the website and associated services and functionality (the “Website”) of Citizens Electric Corporation (“CEC”), including e-mail and other electronic communications with CEC. Please also see our Privacy Statement with respect to any information that we may receive online from you.

By accessing and using the Website (including but not limited to signing up for electric service or making a bill payment online or any other Website services), you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not accept these Terms, you are not authorized to use the Website.

We may modify these Terms at any time, and we will post on the home page of the Website notification of any such modification for at least fourteen (14) days prior to the effective date of the modified Terms. Your use of the Website after the effective date of any modified Terms shall be subject to and governed by such modified Terms. Please note that we may discontinue some or all of the features and functionality associated with the Website at any time in our sole and absolute discretion.

By using the Website you hereby agree that any information you have provided to CEC through the Website is true and accurate to the best of your knowledge; and that you have read and accept the terms of our Privacy Statement.

The Website is for personal use only. The following activities are expressly prohibited:

- (i) collecting a user’s username or e-mail address from the Website by electronic or other means without the user’s consent;
- (ii) sending unsolicited e-mail or other communications using any information obtained in connection with the Website;
- (iii) any use of the Website which, in our sole judgment, jeopardizes the reliability, speed, or operation of the Website or any related computer systems; and
- (iv) any use of the Website for an illegal or improper purpose.

Unless otherwise noted, all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, and other materials displayed, used, or incorporated by CEC on the Website (“CEC Content”) are copyrights, trademarks, service marks, trade secrets, or other intellectual property or proprietary content owned or licensed by CEC. We authorize you to use the CEC Content for your own informational and educational purposes, provided that you do not remove copyright, trademark and other proprietary notices contained in the CEC Content. You may not modify the CEC Content or reproduce, distribute, or otherwise use it for any public or commercial purpose without CEC’s prior written permission. Without limiting the foregoing, any use of the CEC Content on any other website without our prior written permission is prohibited. Nothing in these Terms shall be construed as granting any permission (except as set forth in this paragraph), right, or license in or to any of the CEC Content. CEC reserves all of its intellectual property rights in the CEC Content.

CEC's trademarks, logos, and service marks (collectively, "Trademarks") displayed on the Website are owned or licensed by CEC. Nothing contained on the Website or in these Terms should be construed as granting any license or right to use any of the Trademarks.

If you select to receive notices from CEC via e-mail or electronic text notifications or other communications, it is your responsibility to provide CEC with a valid e-mail address and/or a valid number assigned to your landline telephone, cellular phone or other device, **and you understand, expressly consent and agree that CEC may at its discretion use such e-mail address, landline telephone number and/or cellular phone number for delivery of electronic notifications through use of an automatic telephone dialing system, an artificial voice, or a prerecorded voice, text messaging and other communications.** It is also your responsibility to update such e-mail address, landline telephone number and/or cellular phone number, to ensure proper delivery of electronic communications to you. Failure to update your contact information promptly could result in the interruption of communications and could adversely affect your CEC electric service account ("CEC Account") and CEC's ability to provide electric service to you. Your e-mail address, landline telephone number and/or cellular phone number can be changed by using any of the methods set forth below.

CEC provides several different payment options that are available through the Website. You are responsible for reviewing all of the disclosures associated with each payment option, and for activating and deactivating any automatic payment plans in accordance with the disclosures and instructions associated with such payment plan.

Some portions of the Website may include links to third-party websites ("External websites"). Such links are provided solely as a convenience to you and not as an endorsement by CEC of the content on or any other aspect of such External websites. The content of such External websites is developed and provided by others. You should contact the website administrator or webmaster for those External websites if you have any concerns regarding any content located on such External websites. In addition, you should review the applicable terms and conditions and the privacy policy, if any, associated with any External websites you may visit, because these Terms and CEC's Privacy Policy do not apply to any External websites, even if you were directed to an External website via a link on this Website.

The Website may now or in the future permit the submission of content at the direction of users of the Website ("User Content") and the hosting, sharing, and/or publishing of such User Content. Although CEC does not undertake to review all User Content prior to submission and posting, CEC may review any User Content for compliance with these Terms, applicable law, or for any other legitimate purpose.

You shall be solely responsible for User Content you submit and the consequences of our posting or publishing such User Content. In connection with any User Content you submit, you affirm, represent, and warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize use of all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Content; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of each and every such identifiable individual person. By submitting

the User Content, you grant CEC a perpetual, worldwide, non-exclusive, royalty-free, and assignable license to use, reproduce, distribute, prepare derivative works of, modify, display, publish, and perform all or any portion of the User Content in connection with the Website and CEC's business. CEC may maintain copies of any User Content for purposes of backup, security, or maintenance, or as required by law.

You agree that you will not: (i) submit User Content that is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to furthermore grant CEC the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage CEC or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) post User Content files that are unreasonably large or that otherwise could interfere with the normal operation and functioning of the Website; or (vi) impersonate another person.

CEC does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with any User Content. We may remove any or all User Content from the Website in our sole discretion and without prior notice. We do not permit copyright infringing activities and infringement of intellectual property rights on the Website, and we will remove User Content if notified that such User Content infringes on another's intellectual property rights. We will terminate your access to the Website if we believe you are a repeat copyright infringer as determined in our sole discretion.

If you are a copyright owner and believe that any User Content or any CEC Content infringes upon your copyrights, you or your agent may submit a notification pursuant to the Digital Millennium Copyright Act ("*DMCA*") by providing our Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further details):

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by a single notification, a representative list of such works;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit CEC to locate the material;
- (iv) Information reasonably sufficient to permit CEC to contact you, such as an address, telephone number, and, if available, an e-mail address;
- (iv) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (v) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our designated Copyright Agent to receive notifications of claimed infringement and other notices relating to User Content and/or violation of these Terms is:

Stephen Elsea, Manager of Member Services  
Citizens Electric Corporation  
P.O. Box 368  
Perryville, MO 63775-0368

You agree to indemnify, defend, and hold harmless CEC and its respective past and present directors, officers, employees, agents, and representatives (collectively, the “Indemnified Parties”) from and against any and all claims, actions or demands, including, without limitation, reasonable legal fees, as a result of or in connection with: (i) any actual or alleged use or misuse of the Website or User Content by you or by any other person acting on your behalf; (ii) any communication or content uploaded or provided to the Website by you or by any other person acting on your behalf; or (iii) any breach or threatened breach by you of these Terms. CEC shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding. CEC reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section; in such case, you agree to cooperate with all reasonable requests for assistance in connection with CEC’s defense of such matter.

**YOU ACKNOWLEDGE AND AGREE THAT THE INDEMNIFICATION OBLIGATION SET FORTH IN THE PRECEDING PARAGRAPH SHALL APPLY REGARDLESS OF WHETHER CEC OR ANY OTHER INDEMNIFIED PARTY IS NEGLIGENT IN WHOLE OR IN PART.**

**CEC DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, ITS SERVER, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.**

**THE WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CEC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.**

**TO THE GREATEST EXTENT PERMITTED BY LAW AND OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, IN NO EVENT SHALL CEC BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF CEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by CEC to any successor-in-interest.

The Website is primarily controlled, operated, and administered by CEC from Perryville, Missouri, and these Terms shall be governed by United States federal law and the laws of the state of Missouri without reference to any statutory, procedural or common law principles of venue, choice of law, or conflicts of law. The exclusive venue and jurisdiction for any and all disputes arising out of or relating to these Terms shall be the state or federal courts having competent jurisdiction over Perry County, Missouri.

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms, which shall remain in full force and effect. Failure to act on or enforce any provision of the Terms shall not be construed as a waiver of that provision or any other provision in these Terms. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance.

CEC can be reached in the following ways:

**Via Mail:** Citizens Electric Corporation, P.O. Box 368, Perryville, MO 63775-0368

**Via E-mail:** [citizens@cecmo.com](mailto:citizens@cecmo.com)

**Via Telephone:** 877.876.3511

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