

BVU OptiNet Website Terms of Use

These Website Terms of Use govern any use of the website located at <http://Bvu-optinet.com> (the "Website"). This Website is provided by BVU Authority of Bristol, Virginia, a political subdivision of the State of Virginia ("BVU") and doing business as OptiNet ("OptiNet"). Please read these terms and the OptiNet Privacy Policy before using the Website. Using the Website indicates acceptance of these Terms and acknowledges that any information provided either directly or indirectly through the Website will be managed in accordance with the OptiNet Privacy Policy. If you do not accept these Terms of Use, you may not use the Website.

I. ELIGIBILITY

This Website is available only for the personal 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. Therefore, users should only access this Website from within the United States. Access from outside the United States shall be made at the user's sole risk, and any international user is responsible for complying with the laws and regulations of any international territory.

II. APPLICATIONS FOR SERVICE

Individuals or businesses eligible to receive service from BVU may apply for electric 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 BVU, 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 collected on or through this Website shall be governed by the Privacy Policy as provided in Section 4 of these Terms of Use.

Upon receipt of an application to receive electric service, BVU 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. If you are unable to establish a satisfactory credit rating with OptiNet or if your credit rating becomes impaired, you may be required to make a suitable cash deposit to be held as security for the payment of bills. These deposits shall be reviewed after one year. If a satisfactory credit rating has been established, the deposit, including interest, will be credited to the subsequent bill, or if requested by you, refunded by check. Accrued interest will be credited once a year to your account if you have not achieved a satisfactory credit rating.

Individuals or businesses eligible to receive OptiNet services may apply for OptiNet service by contacting Customer Service at 1-866-835-1288, or in person at 15022 Lee Highway; Bristol, VA; 24202. OptiNet service inquiries may be submitted via the Website using the “Contact Us” form; an application for service must be completed before service can be established. All OptiNet Services provided by BVU shall be governed by the OptiNet Terms and Conditions (either Residential or Business, as applicable).

III. PERSONAL INFORMATION

The OptiNet Privacy Policy is incorporated into these Website Terms of Use by reference and governs the collection and use of all information gathered on or through this Website.

VI. ONLINE PAYMENT

Payments to your account may be made online at www.bvu-optinet.com. Select **Customer Portal** at the top right of the home page. Select “Pay My Utility Bill” or “Pay My OptiNet Bill” from the menu. Then select the green box labeled Customer Dashboard and follow the on-screen prompts.

V. OTHER RULES AND REGULATIONS.

Additional or different terms and conditions may apply in connection with certain features or functionality. If applicable such other or different terms will be set forth where you access or use such features or functionality or in a link adjacent thereto. Any additional or different terms are incorporated into and made a part of these Terms of Use by reference. In the event of a conflict between any additional or different terms and these Terms of Use, the different terms shall apply with respect to the subject matter to which they apply.

1. Content and Intellectual Property. BVU, its licensors or other third parties own all content, including text, trademarks or service marks, written materials, and technical information appearing on or otherwise a part of this Website ("Content"). Such Content is protected under United States and other countries copyright, trademark and other applicable laws and international treaties. Any unauthorized use of any Content appearing on or otherwise a part of this Website may subject you to civil and criminal penalties.

2. Ownership. The ownership of all Content is retained by the owner. You may not copy, reproduce, upload, distribute, publicly display or otherwise use Content unless expressly permitted by BVU in writing or unless BVU provides the functionality to do so (e.g. by providing a print button in connection with particular content). You may not remove, obscure or otherwise deface proprietary notices appearing on any Content, including copyright, trademark and other intellectual property notices.

3. Service and Technical Information. BVU makes a conscientious effort 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. BVU may change, update or remove features at its discretion. Therefore, BVU 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 convenience only.

4. Links. This Website may display links to other websites or resources sponsored by third parties (Linked Websites). Access to Linked Websites is at your own risk. Linked Websites may not be available at all times and may contain content that is untrue, inaccurate, incomplete or outdated. BVU does not endorse or provide warranties of any kind as to any Linked Websites.

5. Modifications. BVU reserves the right to suspend or terminate your use of the Website at any time for any reason. BVU reserves the right to suspend or terminate your Online Account and to delete any corresponding profile(s). BVU reserves the right to change, suspend or discontinue any aspect of the Website and any products and services available on or through the Website at any time without notice.

6. Warranty Disclaimers. This Website, including, without limitation, all Content, is provided "as is", "as available" and with all faults. BVU expressly disclaims all express and implied warranties of merchantability, fitness for a particular purpose and non-infringement. You assume total responsibility and risk for your use of this Website. BVU will not be responsible for any damage to your computer system or loss of data that results from your use of this Website.

Without limiting the foregoing, BVU 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 electric service 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.

7. Limitation of Liability. BVU 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 BVU has been advised of the possibility of such damages. In no event shall BVU'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).

8. Indemnification. You agree to indemnify, defend and hold harmless BVU 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.

9. Severability. 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.

10. **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 laws of the State of Virginia, 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 Washington County, Virginia, and you hereby submit to the personal jurisdiction of such courts.

11. **Entire Agreement.** These Terms constitute the entire agreement between you and BVU relating to your use of this Website and shall supersede any other agreement between you and BVU 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.

12. **Miscellaneous.** Each party shall perform its obligations under these Terms in compliance with all international, federal, state and local laws, regulations and ordinances. These Terms do not create any fiduciary relationships between you and OptiNet, service providers or other companies that assist with making this Website available or providing electric service. These Terms do not create any relationship of principal and agent, partnership or other similar relationship. Where appropriate in context, the conjunctive shall include the disjunctive, any shall include all, the singular shall include the plural, and vice versa. Section headings provided in these Terms are for convenience only and shall have no legal or contractual effect. 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, including, without limitation, Sections 6, 10, 11, 12 and 14.

OptiNet reserves the right to modify these Terms of Use at any time in its sole and absolute discretion. Changes and modifications will be effective when posted and any use of the BVU website after the posting of any changes will be considered acceptance of those changes.

These Website Terms of Use were last updated October 21, 2015.