

# SMUDCurrents

## Terms and Conditions of Use

### Summary

*This is a summary of the terms of use for SMUDCurrents, (also referred to herein as “Site”). For a full, legal description, please see below.*

*First of all, whenever you use the Site, you’re agreeing to our terms of use. So, if you don’t agree to them, please don’t use the Site.*

*We may change parts of our terms of use from time to time. By using the Site, you’re also agreeing to the changes. Additional terms and conditions apply to parts of the Site for things such as contests or promotions. You agree to follow them and that you are of legal age to take part.*

*You understand that nothing on the Site alters your other agreements with us for programs or services.*

*SMUD owns everything on the Site. If you want to copy or share any part of it, please get our written permission first. If you think that something on the Site may infringe on someone’s trademark rights, may be illegal, or is objectionable, please tell us right away and we’ll follow up.*

*You agree not to try to get around our Site’s security or interfere with it or with anyone using it. You agree not to use our website to post anything objectionable or illegal or anything with a computer virus. You understand that we will sometimes monitor the Site and remove any unacceptable material we find. You accept that we may interrupt service occasionally to maintain the Site.*

*We don’t promise that the Site will be error-free. You comprehend that it’s possible for the Site to have a virus or that you could follow a link to another Site that has a virus, and you will not hold SMUD responsible for the consequences.*

*If you set up a personal account on this website, you’ll be responsible for keeping it secure and you’ll let us know right away if that security is breached. You agree that if someone else uses your account, SMUD will hold you responsible for their actions on the Site.*

*You realize that even secure transmissions can be hacked into and that the Internet is not completely secure. You understand that even encrypted information sent to the Site can be intercepted.*

*If we link to a social media site, you agree that we have no control over the terms of service there. You may wish to study the terms of service for these third-party sites.*

- [Facebook terms of service](#)
- [YouTube Community Guidelines](#)
- [Twitter Rules](#)
- [Instagram Community Guidelines](#)

*END of Summary*

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## Terms and Conditions of Use

*This is the full legal version of the terms and conditions of use for SMUDCurrents.*

**Ownership of Site; Agreement to Terms of Use.** These Terms and Conditions of Use (the “Terms of Use”) apply to the SMUD web Site located at [www.SMUDcurrents](http://www.SMUDcurrents), (the “Site”). The Site is the property of the Sacramento Municipal Utility District (“SMUD”). SMUD is your community-owned electric service provider. Through the Site, SMUD provides a variety of information and services to our employees on use of survey results, SMUD efforts and events. SMUD reserves the right, at its sole discretion, to change, modify, add or remove portions of the Terms of Use, at any time. It is your responsibility to check the Terms of Use periodically for changes. Your continued use of the site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, SMUD grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

**Content.** All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, “Content”), including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to SMUD, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “mirroring”) to any other computer, server, Web Site or other medium for publication or distribution or for any commercial enterprise, without SMUD’s express prior written consent.

If you believe that material included on the Site infringes another party’s trademark rights, [contact us](#) promptly so that SMUD may investigate the situation and, if appropriate, block or remove the material.

**Your Use of the Site.** You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. SMUD reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any SMUD server, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of SMUD, including any SMUD account not owned by

you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or SMUD's systems or networks, or any systems or networks connected to the Site or to SMUD.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to SMUD on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of SMUD or others.

**Other Terms and Conditions.** Additional terms and conditions may refer to specific portions or features of the Site, including contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

SMUD's obligations, if any, with regard to its services are governed solely by the agreements pursuant to which they are provided, and nothing on the Site should be construed to alter such agreements.

SMUD may make changes to any of the Rates, Rule and Regulations set forth in the Site for electric service matters, from time to time.

**Accounts, Passwords and Security.** Certain features or services offered on or through the Site may require you to open an account (including setting up a user name and password). You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of failing to keep this information secure and confidential. You agree to notify SMUD immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by SMUD or any other user of or visitor to the Site due to someone else using your SMUD username, password or account as a result of your failing to keep your account information secure and confidential.

You may not use anyone else's SMUD username, password or account at any time without the express permission and consent of the holder of that SMUD username, password or account.

SMUD cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

**Services.** On this Site and certain Site operated by SMUD, SMUD provides you with the capability to communicate with SMUD regarding your participation in the SMUDCurrents. SMUD may provide other services to you on its website not described above. You understand that your use of the Services provided by SMUD on its website is subject to these Terms of Use. You understand that SMUD provides only the facilities for the operation of the Services. SMUD does not approve or endorse any message posted by a user. SMUD does not review the background of any user of the Services.

In consideration for your use of the Services, you represent that you are of legal age to form a binding contract and are not a person barred from using the Services under the laws of the United States. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or SMUD has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SMUD may suspend or terminate your use of the Services and refuse any and all current or future use of its Services.

You understand that any comment posted by a user of the Services expresses only the views of the user and does not reflect the views of SMUD. From time to time, SMUD may use administrators to monitor the content or appearance of posted comments. Considering the real-time nature of the Services, it is impossible for us to monitor or review every message. You are encouraged to [contact us](#) and report abuses to SMUD.

You acknowledge that the administrators shall have the right (but not the obligation) in their sole discretion to refuse or move any content from the use of the Services. Without limiting the foregoing, the administrators shall have the right to remove any content that violates these Terms of Use or is not reasonably related to the limited public forum purpose or it otherwise objectionable. You acknowledge, consent, and agree that the administrators may access, preserve and disclose your Registration Data and the content you have posted using the Services if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary in the sole opinion of SMUD to: (a) comply with legal process; (b) enforce the Terms of Use, (c) respond to claims that any content violates the rights of third parties, (d) respond to your requests for customer service, (e) protect the rights, property, or personal safety of the public, or (f) other SMUD purposes.

You, and not the administrators and/or SMUD, are entirely responsible for all content that you upload, post, email, transmit or otherwise make available through the use of the Services. SMUD does not control the content posted by users of the Services and, as such, does not guarantee the accuracy, integrity or quality of such content. You agree that you must evaluate and bear all risk associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

You agree that you will not use the Services to:

- Upload, download, post, email, transmit or otherwise make available any content, including through any attachments thereto, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethically or otherwise objectionable;
- Upload, download, post, email, transmit or otherwise make available any content, including through any attachments thereto, that is or relates to political campaigning;
- Upload, download, post, email, transmit or otherwise make available any content, including through any attachments thereto, that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as, but not limited to, inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Upload, download, post, email, transmit or otherwise make available any content,

including through any attachments thereto, that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

- Upload, download, post, email, transmit or otherwise make available any content, including through any attachments thereto, any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," of any other form of solicitation;
- Upload, download, post, email, transmit or otherwise make available any content, including through any attachments thereto, any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and
- Intentionally or unintentionally violate any applicable local, state, national, or international law

**Social Media.** SMUD has included in these Terms of Use hyperlinks to social media websites that SMUD may use in combination with the Services. SMUD has no control over the terms of service imposed by these third-party websites. You may wish to visit these websites and familiarize yourself with restrictions and limitations of use:

[Facebook terms of service](#)  
[YouTube Community Guidelines](#)  
[Twitter Rules](#)  
[Instagram Community Guidelines](#)

**Privacy.** SMUD's Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. To view SMUD's Privacy Policy, [click here](#). Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

All information collected on employees from the responses to survey questions will be held confidential and results of all data collected will be reported at an aggregate level.

**Links to Other Websites and to the SMUD Website.** This Site may contain links to other independent third-party websites (a "Linked Site"). A Linked Site is provided solely as a convenience to our visitors. A Linked Site is not under SMUD's control, and SMUD is not responsible for and does not endorse the content of such a website, including any information or materials contained thereon. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

**Disclaimers.** SMUD DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. SMUD CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. SMUD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY

AND FITNESS FOR A PARTICULAR PURPOSE. SMUD DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY SMUD SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITE. YOUR SOLE REMEDY AGAINST SMUD FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, destruction of, or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

SMUD reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

**Limitation of Liability.** Except where prohibited by law, in no event will SMUD be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if SMUD has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, SMUD is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, SMUD's liability shall in no event exceed US\$100.00.

**Indemnity.** YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SMUD, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY CLAIM, LOSS, LIABILITY, EXPENSE OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF OR IN CONNECTION WITH: (I) CONTENT YOU MADE AVAILABLE THROUGH YOUR USE OF THE SERVICES; (II) YOUR VIOLATION OF THE TERMS OF USE; (III) YOUR USE OF THE SITE, OR (IV) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER.

**Violation of These Terms of Use.** SMUD may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) SMUD's rights or property, or the rights or property of visitors to or users of the Site, including SMUD's customers. SMUD reserves the right at all times to disclose any information that SMUD deems necessary to comply with any applicable law, regulation, legal process or governmental request. SMUD also may disclose your information when SMUD determines that applicable law requires or permits such disclosure, including exchanging information with companies and organizations for fraud protection purposes.

You acknowledge and agree that SMUD may preserve any transmittal or communication by you with SMUD through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or SMUD determines that such preservation or disclosure is

reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of SMUD, its employees, users of or visitors to the Site, and the public.

You agree that SMUD may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to SMUD, for which monetary damages would be inadequate, and you consent to SMUD obtaining any injunctive or equitable relief that SMUD deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies SMUD may have at law or in equity.

You agree that SMUD may, in its sole discretion and without prior notice, terminate your access to the Site, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If SMUD does take any legal action against you as a result of your violation of these Terms of Use, SMUD will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to SMUD. You agree that SMUD will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

**Governing Law.** SMUD controls and operates the Site from its headquarters in Sacramento, California and makes no representation that the proprietary materials are appropriate or will be available for use in other locations. All marketing or promotional materials and other content found on the Site are solely directed to individuals, companies or other entities located in the SMUD's service territory. Any action related to these Terms of Use will be governed by California law and controlling U.S. federal law without regard to the choice or conflicts of law provisions of any jurisdiction. You agree to the personal jurisdiction by and venue in the state and federal courts in Sacramento County, California, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within the time frame set forth in the California Government Claims Act, or such claim or cause of action is barred.

**Miscellaneous.** If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and SMUD with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and SMUD with respect to such use are hereby superseded and cancelled. Other than as provided in a purchase agreement you enter into with SMUD, SMUD will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. SMUD's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by SMUD of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between SMUD and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to



confer any rights or remedies on any third parties.

**Terms of Use Questions.** If you have any questions or concerns about these Terms of Use, please [contact us](#).

SMUD may update its Terms of Use from time to time. When we change the policy in a material way, a notice will be posted on our website along with the updated Terms of Use.

SMUD 6201 S Street, Sacramento, California, USA, 95817

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