

LEGAL TERMS AND CONDITIONS

I. Acceptance of Terms

THESE TERMS AND CONDITIONS OF SERVICE (the "Terms") ARE A LEGAL AND BINDING AGREEMENT ("Agreement") BETWEEN YOU AND New Hampshire Electric Cooperative, Inc. ("NHEC"), governing your use of this site www.nhec.coop (the "Site"). Please review the Terms fully before you continue to use the Site. By using the Site, you, the visitor ("YOU") agree to be bound by the Terms. You shall also be subject to any additional terms posted with respect to individual sections of the Site. Please review our Privacy Notice, which also governs your use of the Site, to understand our practices. If you do not agree, please discontinue using the Site. NHEC reserves the right to change the Terms at any time without prior notice. Your continued access or use of the Site after such changes indicates your acceptance of the Terms as modified. It is your responsibility to review the Terms regularly. The Terms were last updated on **26 March, 2008**.

Your use and browsing of the Site is at your risk. If you are dissatisfied with any of the materials contained in the Site, with the quality of service or content, or with these Terms, your sole and exclusive remedy is to discontinue accessing and using the Site.

Notwithstanding the foregoing, NHEC reserves the right to modify this Site and/or the Terms and Conditions at any time and all users are deemed to be apprised of, and bound by, any such modifications. YOU should visit this page periodically to review the Terms and Conditions.

II. Privacy Notice

At NHEC, your privacy is important to us. We are sensitive to the privacy issues with respect to use of customer information provided to us over the internet. We do not collect personal identification information about you (such as your name, address, telephone number or mail address) unless you voluntarily provide it to us via one of our online contact pages or by other means of communications such as electronic mail or telephone. YOU may visit a NHEC site without telling us who YOU are or revealing any information about yourself. When YOU visit our web site, our computers may automatically collect some non-identifying information about your visit. This information may include domain names, time YOU spent on the site, number of pages YOU viewed, type of browser or operating system of your computer. We may also store a "cookie" or similar type file on your hard drive which will assist us in improving our efficiency. We reserve the right to use information we gather, whether provided voluntarily or automatically collected for our internal business or marketing uses. We will not sell or otherwise divulge such information to third parties unless YOU specifically have requested information about an individual vendor or service YOU have identified on our web site. If YOU have requested such information, we will pass the request to the vendor or service. We employ standard security methods to monitor network traffic to identify unauthorized attempts to upload or change information, or traffic to identify unauthorized attempts to cause damage. All unauthorized attempts to add, delete, or modify any information on this site may be punishable under the Computer Fraud and Abuse Act of 1986 or the National Infrastructure Protection Act. We reserve the right to expel users and prevent their further access to the Site for violating these terms and conditions. We also reserve the right to disclose any information in our possession if we are required to do so by law, or if we believe, in good faith, that such a disclosure is

necessary to comply with the law, defend our rights or property, or to respond to an emergency situation.

III. Legal Notice

New Hampshire Electric Cooperative (hereafter NHEC) will make every effort to present accurate, reliable and timely information and data on this web site. Although we strive to provide thorough and error free materials on this site, we make no representation, nor do we certify, guarantee, or otherwise warranty, the quality, truth, accuracy, completeness, timeliness or suitability of this site or information for any purpose. All information contained or presented on this web site is provided “AS IS” without any warranties of any kind, expressed or implied.

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IV. Intellectual Property

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Pursuant to the copyright and trademark laws of the United States, you agree:

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2. To not reproduce, distribute, modify, re-post on another site (regardless of the server on which the Content is stored), or sell any Content without specific written authorization from NHEC, unless such use is pursuant to Part III of this agreement (Educational Use of Content).
3. To maintain any and all copyright or other proprietary notices embedded in or attached to any Content.
4. To refrain from framing or mirroring any portion of the Site
5. That by posting or submitting any text or other materials to the Site you grant NHEC a royalty-free permanent license for the worldwide use and/or sublicense of such materials. Such license shall include the right to exploit any proprietary rights in the posting or submission.

V. Educational Content

With respect to Content designated as available for download for educational purposes, librarians, teachers, support staff, administrators, and other staff of educational institutions are authorized to download, print, reproduce, and distribute such Content as may be beneficial for use in educational settings. This authorization extends only as far as is necessary to directly benefit students. Content subject to this Section may not be disseminated beyond the user's particular educational institution and may under no circumstances be used for commercial purposes.

Content used for any purpose must always maintain unaltered copyright and other proprietary notices. Content may not be re-posted, framed, or mirrored on any other Web sites or computer networks, regardless of educational use.

VI. User Conduct

All users shall use the Site for lawful purposes only. You agree not to post or transmit through the Site any material that is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, which encourages criminal conduct, or that may give rise to civil liability. You agree not to post or transmit through the site any material or text which

constitutes advertising or solicitation with respect to any product or service, unless expressly authorized in writing by NHEC to do so.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE SITE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, NHEC RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

VII. Indemnification

You agree to indemnify, defend, and hold harmless NHEC; his affiliates and partners; and their respective officers, directors, employees, agents, members, licensors, representatives, and third party providers to the Site from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms. NHEC reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with NHEC in asserting any available defenses.

VIII. Miscellaneous

Any and all disputes, with the exception of copyright claims, arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance, or breach, shall be settled by final and binding arbitration in New Hampshire, pursuant to the rules of the American Arbitration Association. Judgment upon any award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction. This agreement, its validity and effect, shall be interpreted under and governed by the laws of the State of New Hampshire, without regard to its conflict of laws provisions, and you agree that the arbitrators shall award all costs of arbitration, including reasonable attorneys' fees plus legal rate-of-interest, to the successful party. Copyright claims shall be brought in the Federal District Court for the State of New Hampshire, and all parties to this Agreement expressly consent to this jurisdiction. If you are an agent for or an employee of a non-U.S. company but operate in a place of business in the U.S. or its territories, you expressly agree that any dispute regarding this contract shall be adjudicated within the U.S. in the manner described here. If NHEC is obligated to go to court, rather than arbitration, to enforce any of its rights, you agree to reimburse NHEC for his respective legal fees, costs, and disbursements if NHEC is successful.

These Terms and any other operating rules or terms currently posted on the Site constitute the entire agreement between NHEC and the users of the Site, and supersede all previous written or oral agreements between the parties with respect to such subject matter. No action of NHEC may be construed as a waiver of any part of these Terms of Use. Should any of the above paragraphs be unenforceable, the other paragraphs will remain in full force and effect.