

Terms of Use

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Terms of Use

These Terms of Use (“Terms”) govern your use of the Bluebonnet Electric Cooperative (“Bluebonnet”) website or any website operated on behalf of Bluebonnet and associated services and functionality (the “Website”), including email and other electronic communications with Bluebonnet. Certain products or services offered through the Website may have additional terms and conditions, which govern in the event of any inconsistency with the terms below. Please also see our Online Privacy Statement with respect to any information that we may receive online from you.

In addition to accepting these Terms for Website services, you agree to be bound by the Terms and Conditions set forth in the Member Agreement, Bluebonnet's tariffs, bylaws, policies, and Member Handbook, and any amendments or modifications to same or any of such terms, conditions, rules or regulations or any part thereof ("Agreements").

By accessing and using the Website (including by signing up to receive notifications via email or SMS text, or making an online payment using the Website services), or by clicking "I accept" when signing up for a user account at the Website ("Website Account"), you acknowledge that you have read, understood and agree to be bound by these Terms. If you do not accept these Terms, do not 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 discretion.

I. Your Use of the Website

You hereby represent and warrant that any information you have provided to Bluebonnet through the Website is true and accurate to the best of your knowledge and that you have read and accept the terms of our Online Privacy Statement.

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

(i) collecting a user's username or email address from the Website by electronic or other means without the user's consent; (ii) sending unsolicited email 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.

II. BLUEBONNET Content; Intellectual Property Rights

Unless otherwise noted, all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data and other materials displayed, used or incorporated by Bluebonnet on the Website ("Bluebonnet Content") are copyrights, trademarks, service marks, trade secrets or other intellectual property or proprietary content owned or licensed by Bluebonnet. We authorize you to use the Bluebonnet Content for your own informational and educational purposes, provided that you do not remove copyright, trademark and other proprietary notices contained in the Bluebonnet Content. You may not modify the Bluebonnet Content, or reproduce, distribute or otherwise use it for any public or commercial purpose without our prior written permission. Without limiting the foregoing, any use of the Bluebonnet 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 Bluebonnet Content. Bluebonnet reserves all of its intellectual property rights in the Bluebonnet Content.

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

III. Email and Electronic Text Communications, Generally

If you select any optional services from Bluebonnet that include any email or electronic text notifications or other communications, it is your responsibility to provide Bluebonnet with a valid email address and/or a valid number assigned to your mobile phone or other device ("Mobile Device"), and you understand and agree that Bluebonnet will use such email address and/or Mobile Device number for delivery of electronic notifications and other communications. It is also your responsibility to update such email address and/or Mobile Device number, to ensure proper delivery of electronic communications to you. Failure to do so promptly could result in the interruption of such communications and could adversely affect your Bluebonnet utility account ("Utility Account") and Bluebonnet's ability to provide services to you. Your email address and/or Mobile Device number can be changed on the "My Profile" page if you have an Online Account, or by using any of the methods set forth in the "Contact Us" section below.

IV. Electronic Records Disclosure and Agreement

Please read this Electronic Records Disclosure and Agreement ("E-Records Disclosure") carefully. You may want to keep a copy for your records.

With your consent, Bluebonnet will provide you with legal disclosures, agreements, instructions, communications and online account and billing statements related to your Bluebonnet account(s) electronically rather than delivering such items via postal mail or in person.

In order to activate and receive services that involve the delivery of electronic notifications and disclosures, you must agree to this E-Records Disclosure and consent to the electronic delivery of all such notifications and disclosures via email. Notably, if you do not consent to electronic delivery of notifications and disclosures related to your Bluebonnet account(s), you may not be able to activate or receive optional services that require such electronic delivery.

Paperless Bills. Go to "My Profile" then "Update My Paperless Settings" in your Account to adjust your paperless settings, for billing statements related to your Bluebonnet account(s) according to your preferences.

Withdrawal of Consent for Electronic Delivery. You may withdraw your consent for electronic delivery of legal disclosures, agreements, instructions, communications and online account and

billing statements, but doing so will not affect the legal effectiveness, validity or enforceability of electronic records that were made available to you by Bluebonnet prior to the implementation of your withdrawal of consent for electronic delivery. You may withdraw your consent to electronic delivery at any time by changing your printed bill settings in your Online Account or by using any of the methods set forth in the “Contact Us” section below.

Updating Your Contact Information. You can provide an updated email address or other updated electronic contact information to Bluebonnet by changing information in the “My Profile” page if you have an Online Account, or by using any of the methods set forth in the “Contact Us” section below.

System Requirements to Access Electronic Information. To receive electronic delivery of legal disclosures, agreements, instructions, communications and online account and billing statements related to your Bluebonnet account(s), you must first obtain access to the Internet with a current web browser and appropriate and compatible hardware and software. Bluebonnet requires that you use a web browser that supports adequate security measures including SSL encryption technology, and any additional security measures that Bluebonnet may implement and require. You understand and acknowledge that obtaining and maintaining the necessary Internet access is your responsibility, and you are solely responsible for all Internet Service Provider (“ISP”) fees and costs. You also understand and acknowledge that Bluebonnet shall not be responsible for any computer virus or other technology issues associated with your use of the Internet, including your access to and use of your Bluebonnet account via the Internet.

System Requirements to Retain the Information. To retain a copy of electronically delivered legal disclosures, agreements, instructions, communications and online account and billing statements related to your Bluebonnet account, your system must have the ability to either download (e.g., to a hard disk drive, diskette, CD-ROM, flash drive or other similar media) or print portable document format (“PDF”) files. You must have a functioning printer that is connected to your personal computer or other access device and that is able to print any electronically delivered legal disclosures, agreements, instructions, communications and online account and billing statements on plain white 8½ x 11 inch paper.

Agreements and Acknowledgements. As a condition to enrollment in the Paperless Billing services, you acknowledge that you have read, understood and agree to all of the provisions of this E-Records Disclosure. Furthermore, you represent that the Internet access device(s) and systems that have been used to review this E-Records Disclosure and that will be used in the future to receive electronically delivered legal disclosures, agreements, instructions, communications and online account and billing statements concerning your Bluebonnet account meet the system requirements to access information and to retain information as set forth in the preceding two sections of this E-Records Disclosure.

V. Optional Paperless Billing

If you select the optional Paperless Billing service, you understand that Bluebonnet will stop mailing paper account and billing statements concerning your Utility Account to your physical, postal address, and will instead send email notifications that your monthly account and billing statement is available to download from the Website. Late notices may be sent by email, postal mail or both. Disconnection notices will always be sent by postal mail, although an email may also be sent.

In addition to these Terms, optional Paperless Billing services are governed by the E-Records Disclosure, which includes information concerning the methods by which you can withdraw your consent to electronic delivery of notifications and other communications related to your Utility Account. Bluebonnet is not responsible for any technical or other difficulties or errors that may arise in connection with the service, or that may prevent notifications from being sent or received.

VI. Optional Text Messaging

If you select optional text messaging services, you request that Bluebonnet send text message alerts to your Mobile Device concerning your Utility Account, including, for example, notifications when your billing statement is available for download from the Website (if you have signed up for Paperless Billing). By enrolling in the optional text messaging services, you are providing your express consent for Bluebonnet to send text messages to your Mobile Device concerning your Utility Account. In addition, you also consent to receive occasional text messages sent to your Mobile Device concerning other products or services offered by Bluebonnet. You can opt-out of the text messaging service on the “Notifications” page of your Online Account, or by using any of the methods set forth in the “Contact Us” section below.

Although the optional text messaging services are currently offered free of charge by Bluebonnet, you understand that you are responsible for meeting all Mobile Device system requirements and for all associated costs and expenses, including, without limitation, all fees you may incur for data transfers and as a result of receiving text messages from Bluebonnet on your Mobile Device.

The optional Text Messaging service is offered as a courtesy only. Bluebonnet is not responsible for any technical or other difficulties or errors that may arise in connection with the service, or that may prevent messages from being sent or received.

VII. Online Transactions

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

IN GENERAL: This part of the Terms of Use explains the rules and regulations that govern your Internet financial transactions through our Website (including Bill Pay and AUTOPAY), and constitutes your agreement to abide by them.

YOUR AGREEMENT: You (including anyone you authorize to use your Online Account) agree to comply with the rules, regulations, terms and conditions and operating policies and procedures in effect from time to time that apply to the Website. If you do not agree, you may not register for access to your Online Account. By using the Website to access your Online Account, you consent to the electronic transmission of personal financial information and your consent will be deemed to remain in effect until your use of your Online Account is cancelled by you or by us. The rules, regulations and terms and conditions that govern your Online Account shall continue to govern except as specifically provided herein. Whenever you use the Website or permit any other person to use your Online Account, you are agreeing to the terms and conditions as stated in this Terms of Use and any amendments we may make to this Terms of Use as posted on our Website from time to time. You will be informed of any amendments we make to this Terms of Use. You should thoroughly review the information contained in this Terms of Use and make a copy for your records.

REGISTRATION: To register and use your Online Account, you must follow the registration instructions for online services and submit your registration information. By submitting your registration information to us, you acknowledge and agree that the terms and conditions set forth herein shall apply to our provision of online services to you, and you acknowledge that you have received and read the disclosures contained herein.

AVAILABLE TRANSACTIONS: Through our online systems, you may conduct the following transactions on your eligible accounts (some of the following functionality may not be available via your mobile device).

- Home/Account Overview – View current balance due, if any, and due date(s) applicable to your Bluebonnet account(s).
- Make a Payment – Make a payment to satisfy all or a portion of the balance due on your BLUEBONNET account(s).
- View Account Billing and Payment History – Review billing and payment history for your account(s), budget gauge.
- Auto Pay Program– Establish, change or cancel automatic payment agreements.
- My Usage/Usage Explorer – View Usage Explorer
- Payment Extensions – Request, if eligible, an extension to a payment due date.
- Report an issue/Inquiry – Request services (including tree trimming, security light repair, report an outage, bill inquiry, payment inquiry, new service install/upgrade, solar/renew-

able inquiry, website help, and address change request) associated with your Bluebonnet account(s).

STATEMENTS: Payment transactions you make through your Online Account will appear in detail on your regular monthly statements. Statements will be mailed to the current address associated with your Bluebonnet account(s) or, if selected by you, be available for download from the Website, notification of which will be delivered electronically to your email address you have on file with us. You must notify us in writing if you change your mailing address. To receive statements electronically, you will need to enroll in our electronic statement service and agree to terms in the E-Records Disclosure agreement contained in these Terms of Use.

BILL PAYMENT SERVICE:

1. **Payment Authorization.** When we receive a payment instruction by way of your Website Account, you authorize us to debit your bank or credit card account for the amount indicated and apply those funds to your BLUEBONNET Account(s) balance.
2. **Payment Remittance.** We will use our best efforts to make all your payments properly. However, we shall incur no liability if we are unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:
 - a. If, through no fault of ours, your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your credit card account;
 - b. You have not provided us with the correct bank account or credit card information, or with adequate bank account or credit card information necessary to complete the transaction; and/or,
 - c. Circumstances beyond our control (such as, but not limited to, fire, flood or interference from an outside force) prevent the proper execution of the bill pay transaction and we have taken reasonable precautions to avoid those circumstances.
3. **Payment Cancellation Requests.** Once we have begun processing a payment it cannot be cancelled or edited.

CANCELLATION OR SUSPENSION. You may cancel your access to your Online Account at any time by logging into your online account, clicking the "My Profile" tab and the "Manage My Registered Accounts" screen, and clicking the "Unsubscribe" button, or by using any of the methods set forth in the "Contact Us" section below. We may terminate or suspend your use of our online services (or any portion thereof) at any time for any reason. If we do so we will notify you; however, if we find it necessary to terminate or suspend your use of our online services (or any portion thereof) for security reasons, we suspect suspicious activity or because of your abuse of such services, we will not provide you with written notice in advance. Termination by

either party will not affect your obligations under these Terms of Use, even if we allow a transaction to be completed after the termination of these Terms of Use.

VIII. AUTOPAY

The following terms and conditions apply if you are enrolled in AUTOPAY:

By enrolling in AUTOPAY, you authorize Bluebonnet Electric Cooperative to, on a recurring basis, automatically charge the debit or credit card account specified, or to automatically debit the checking or savings account specified for payments due on your Bluebonnet account(s).

You understand that Bluebonnet will initiate transfers/charges pursuant to this authorization not to exceed the amount shown on your monthly Bluebonnet bill. Bluebonnet will initiate transfers or charges each month on the date your bill is due. The origination of ACH transactions to your checking or savings account must comply with the provisions of U.S. law.

Bluebonnet may discontinue processing of recurring charges if Bluebonnet is unable to secure funds from your debit or credit card or from your bank account for the payments you have authorized due to, but not limited to, insufficient or uncollected funds in the account or insufficient or inaccurate information provided by you. Bluebonnet may, if applicable, undertake collection action, including application of returned check fees to the extent permitted by law. All such fees may be collected electronically.

You also understand that this authorization to pay your Bluebonnet account(s) by recurring charges or debits is entirely optional and is not required to obtain or maintain your account with Bluebonnet.

IF FOR ANY REASON A PAYMENT CANNOT BE PROCESSED ON OR BEFORE IT IS DUE, YOUR BLUEBONNET ACCOUNT MAY INCUR LATE FEES AND DISCONNECTION AS SET FORTH IN THE [TARIFE](#).

You are responsible for providing Bluebonnet with accurate payment account information if such information changes in the future. You understand that you may use any of the methods set forth in the "Contact Us" section below, or access your Online Account and click on "Billing & Payments" then select the "AUTOPAY Program" screen to update or change your payment account information. You may use any of the methods specified in the preceding sentence to notify Bluebonnet you wish to cancel your AUTOPAY agreement, provided such contact occurs at least seven (7) days prior to the payment due date on which you want your AUTOPAY agreement to no longer be in effect. Bluebonnet will not initiate further transfers or charges after you have cancelled and Bluebonnet has had a reasonable period of time to process your request. You also understand that you are not waiving your rights under the Electronic Fund Transfer Act to stop payments by directly contacting the financial institution where you have the checking or savings account you specified in your AUTOPAY agreement, and that your exercise of such rights does not constitute a breach of this authorization.

IX. Payment Extension Requests

You may, if eligible, request a fourteen (14) day extension of your payment due date through your Online Account. To be eligible:

- a. Account must show a past due balance.
- b. Extension must have been requested before the last day of the grace period listed on your reminder notice; and
- c. All previous extensions granted to member have been paid on time.

If your payment, including all past and current charges due, is not received by the extension due date indicated in your request, your payment extension will default and your power may be shut off.

X. Mobile Services

Your enrollment in our online services may include access to products and services through a mobile device ("Mobile Services"), such as compatible smart phones and tablets. Mobile Services may include without limitation, short message service (SMS) text messaging, mobile web transactions, and mobile initiated transactions by means of a downloadable application. By using our Mobile Services, you agree to the following terms and any additional terms and conditions applicable to specific Mobile Services, such as SMS text messaging and the downloadable mobile application.

1. You agree that we may send you information relative to Mobile Services through your wireless provider in order to deliver them to you and that your wireless provider is acting as your agent in this capacity. You represent that you are the owner or authorized user of the mobile device you use to receive the Mobile Services, and that you are authorized to approve the applicable charges.
2. You agree to provide a valid phone number, email address or other delivery location so that we may send you certain information about your applicable account or otherwise related to Mobile Services. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, email address or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under the preceding sentence shall survive termination of the Terms of Use.
3. You understand and agree certain services may not be encrypted and many include confidential information about you such as your account activity or status. Delivery and re-

ceipt of information, including instructions for payment, transfer and other electronic fund transactions through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services.

4. Additionally, not all of the products, services or functionality described in these Terms of Use may be available through Mobile Services. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. Functionality may also vary based on the mobile device you use. Information available via the Mobile Services, including balance due and payment information, may differ from the information that is available directly through the Website without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in these Terms of Use or on our Website), or may be more current than the information available via the Mobile Services, including but not limited to account balance information. The method of entering instructions via the Mobile Services may also differ from the method of entering instructions directly through our Website without the use of a mobile device. Processing of payment instructions may take longer through the Mobile Services. We are not responsible for such differences, whether or not attributable to your use of the Mobile Services.
5. Your wireless service provider's standard rates apply to Internet (data) access and SMS usage. We do not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your data and messaging rate plans. Your wireless provider may impose data access, message and/or charge limitations that are outside of our control, for using Mobile Services on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges and fees from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.
6. Certain Mobile Services (or portions thereof) may not be available outside of the United States. If you are using Mobile Services outside of the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.

XI. Links to and from Other Websites

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 us 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 our Online Privacy Statement do not apply to any External Websites, even if you were directed to an External Website via a link on this Website.

XII. User Content; Digital Millennium Copyright Act Notices

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 Bluebonnet does not undertake to review all User Content prior to submission and posting, Bluebonnet 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 Bluebonnet 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 Bluebonnet’s business. Bluebonnet 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 grant Bluebonnet the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage Bluebonnet 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.

Bluebonnet 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 Con-

tent. We may remove any and 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 this 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 under our internal policies and procedures.

If you are a copyright owner and believe that any User Content or any Bluebonnet 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 Bluebonnet to locate the material;
- iv. Information reasonably sufficient to permit Bluebonnet to contact you, such as an address, telephone number, and, if available, an email address;
- v. 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
- vi. 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:

Office of General Counsel
Bluebonnet Electric Cooperative, Inc.
P.O. Box 729
Bastrop, Texas 78602
Fax: 512-321-1482

XIII. Indemnity

You agree to indemnify, defend and hold harmless Bluebonnet 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 and accounting 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 using your Online Account; (ii) any communication or content uploaded or provided to the Website by you or by any other person using your Online Account; or (iii) any breach or threatened breach by you of these Terms. Bluebonnet 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. Bluebonnet reserves 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 Bluebonnet’s defense of such matter.

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

XIV. Disclaimer of Warranty and Limitations on Liability

BLUEBONNET DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE, ITS SERVERS, 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, BLUEBONNET 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.

OTHER THAN AS REQUIRED UNDER APPLICABLE CONSUMER PROTECTION LAW, IN NO EVENT SHALL BLUEBONNET 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 BLUEBONNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. IN SUCH STATES, BLUEBONNET’S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

XV. General Terms

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Bluebonnet to any successor-in-interest of one or more of Bluebonnet's business units.

The Website is primarily controlled, operated and administered by Bluebonnet from Bastrop, Texas, and these Terms shall be governed by United States federal law and the laws of the state of Texas without regard to Texas rules regarding conflicts of laws. The exclusive venue and jurisdiction for any and all disputes arising out of or relating to these Terms shall be the state courts located in Bastrop County, Texas or the U.S. District Court for the Western District of Texas. You waive all objections to venue and personal jurisdiction with respect to such disputes in those courts.

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.

XVI. How to Contact Us

BLUEBONNET can be reached in the following ways:

- Via mail

Bluebonnet Electric Cooperative, Inc.
P.O. Box 729
Bastrop, Texas 78602

- Via email

memberservices@Bluebonnet.coop

800-842-7708

- Via fax

512-321-3471
