

WEBSITE PRIVACY AND TERMS OF USE



PLEASE READ THIS POLICY CAREFULLY TO UNDERSTAND THE CITY OF LOVELAND'S ELECTRIC AND COMMUNICATIONS ENTERPRISE'S ("PULSE") POLICIES, PRACTICES, AND TREATMENT OF ITS WEBSITE ("SITE") USERS' ("USER" OR "USERS") INFORMATION. IF USER DOES NOT CONSENT AND AGREE TO THE TERMS OF PULSE'S WEBSITE PRIVACY AND TERMS OF USE AGREEMENT ("WEBSITE TERMS"), USER IS PROHIBITED FROM ACCESSING, VIEWING, OR USING ANY PART OF THE SITE. BY ACCESSING, VIEWING, OR USING ANY PART OF THE SITE, OR BY SUBMITTING USER'S INFORMATION THROUGH THE SITE, USER CONSENTS TO THE WEBSITE TERMS AND PULSE'S COLLECTION AND SHARING OF USER'S PERSONALLY IDENTIFIABLE INFORMATION ACCORDING TO THE WEBSITE TERMS.

CONSENT

TO ACCESS OR REQUEST SERVICES FROM THE SITE, USER MUST BE AT LEAST 18 YEARS OF AGE. INDIVIDUALS UNDER THE AGE OF 18 MAY UTILIZE THE SITE ONLY WITH THE INVOLVEMENT OF A PARENT OR LEGAL GUARDIAN, UNDER SUCH PERSON'S ACCOUNT AND OTHERWISE SUBJECT TO THE WEBSITE TERMS. IF USER DOES NOT MEET ALL OF THESE REQUIREMENTS, THEY MUST NOT USE OR ACCESS THE SITE. BY USING THE SITE OR OBTAINING SERVICES FROM THE SITE, USER REPRESENTS AND WARRANTS THAT THEY ARE LEGALLY PERMITTED TO ACCESS AND USE THE SITE UNDER APPLICABLE LAW.

PRIVACY STATEMENT

Pulse is committed to maintaining Users' online privacy. The Website Terms describe the types of information Pulse collects or receives from Users when they visit Pulse's websites, both current and future, including the webpages and services delivered through the domains lovelandpulse.com, lovelandpulse.org, lovelandpulse.co, pulseloveland.org, and pulseloveland.com, (collectively, the "Site"), and information contained in email, text, and other electronic messages between Users and the Site. The Website Terms do not apply to:

- (i) information collected by Pulse offline or through any other means, including any other website operated by City of Loveland, Pulse, or any third party (including affiliates and subsidiaries); or
- (ii) any third party (including affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Site.

INFORMATION COLLECTED AND STORED AUTOMATICALLY

Pulse collects information User shares through the Site. Pulse may collect personally identifiable information, such as User's name, postal address, email address, phone number or any other identifier by which User may be contacted online or offline ("PII") only when User has voluntarily provided such PII to Pulse (e.g., through registration, contact inquiries, etc.). Other information Pulse may collect from or about User includes:



- The kind of product or service User is seeking from Pulse
- Records and copies of User's correspondence (if User contacts Pulse)
- User's responses to surveys that Pulse might seek or provide for research purposes
- User's search queries on the Site
- User's transaction details

Pulse generally uses PII and other information it collects for the purpose which User has divulged the data to Pulse. Example of such uses include, to answer User's inquiries, to address issues User may identify, to grant User access to password-protected portions of the Site, to improve the Site, or to forward the information User provides to Pulse for appropriate action. Survey information may be used to improve services and better gauge customer sentiment on issues ranging from services to Site design.

AUTOMATIC DATA COLLECTION

As User navigates through and interacts with the Site, Pulse may use automatic data collection technologies to collect certain information about User, User's equipment, and User's browsing activities. Pulse may use Google Analytics or other similar technologies ("Analytics Technologies") to collect and process certain information about User and their use of the Site. The information collected by Analytics Technologies is statistical data and does not include PII, and Pulse does not maintain it or associate it with PII. Pulse collects in other ways or receives from third parties.

User may learn more about how Google uses the information it collects by visiting the following site: "How Google uses 03/27/2019 data when you use our partners' sites or apps" (located at <https://www.google.com/policies/privacy/partners/>). Google's ability to use and share information collected by Google Analytics about your visits to the Site is restricted by the Google Website Terms (located at <https://www.google.com/policies/privacy/>).

Pulse's web servers and/or the Analytics Technologies may collect and store the following general information about User: the originating name of the domain from which User accesses the Internet; the date and time User accesses the Site; the pages of the Site User visits or the services User accesses on the Site; the Internet address of the website from which User linked directly to the Site; and the type of device, device ID, operating system and web browser User uses to access the Site. This list is not exhaustive. Such information is collected automatically and is used to help Pulse understand how people are using the Site, improve the Site, and deliver a better and more personalized service. Such data collection helps Pulse:

- Estimate its audience size and usage patterns;
- Customize the Site according to User's individual interests and preferences;
- Speed up User's searches;
- Recognize User when they return to the Site;



Pulse's web servers and/or Google Analytics may also collect Internet protocol addresses (the Internet address of a computer or other device) to track a User's session while the User remains anonymous.

Pulse analyzes this data for certain trends, such as which parts of the Site Users are visiting and how long they spend there. Portions of the Site may use cookies and web beacons to improve User's experience. Cookies are small files containing user-specific information generated by a web server and stored on a user's computer or device for future access. Cookies are used to remind Pulse of who the User is in order to deliver better service. Web beacons are small files (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit Pulse, for example, to count Users who have visited certain pages and for other related Site statistics (for example, recording the popularity of certain Site content and verifying system and server integrity).

HOW PULSE USES INFORMATION

Pulse is permitted to use User's information, including User's PII, for any legal purpose, including:

- To present the Site and its contents to User;
- To provide User with information, products, or services that User requests;
- To carry out Pulse's obligations and enforce Pulse's rights;
- To notify User about changes to the Site or any products or services Pulse offers;
- In any way Pulse describes when User provides information, to fulfill any purpose for which User provides information, and for any other purpose to which User consents.

HOW INFORMATION IS SHARED

Pulse does not rent or sell PII to outside marketers. Pulse may disclose aggregated information about Users (i.e. information that does not identify an individual) without restriction. Pulse may share User's information on a "need to know" basis with its affiliates, subsidiaries, or divisions and with their respective officers, directors, employees, accountants, attorneys, and agents, or with Pulse's business partners. In certain circumstances, Pulse may share data with vendors to help Pulse:

- Provide User with products and/or services that User requested from Pulse;
- Operate the Site and its appurtenances;
- Conduct maintenance and repair of the Site and its appurtenances;
- Perform statistical analysis;
- Send User email or postal mail;
- Provide customer support.

Pulse may also share data with vendors for any other purpose disclosed by Pulse when User provides the information. All such third parties are required to maintain the confidentiality of User's information and are prohibited from using PII except for the purposes for which Pulse discloses it to them or as required by law. Pulse may provide information to regulatory authorities and law enforcement officials in accordance



with applicable law or when Pulse otherwise believes that the law requires it. Pulse may access or disclose User information in order to protect or defend the legal rights or property of Pulse and its affiliated companies or their employees and agents, to protect the safety and security of Users, and to protect against fraud.

The Site is developed and supported by third-party vendors who may have access to User's PII. Pulse contractually requires such vendors to maintain the confidentiality of User's PII. Pulse does not allow such vendors to use or share PII for any purpose other than performing services for Pulse.

CONTROLLING YOUR INFORMATION

User has the following control over their information:

- User can set their browser to refuse all or some browser cookies, or to alert User when cookies are being sent. If User disables or refuses cookies, please note that some parts of the Site may then be inaccessible or not function properly;
- User can install the Google Analytics opt-out browser add-on. To opt-out of Google Analytics, visit the Google Analytics opt-out page (located at <https://tools.google.com/dlpage/gaoptout>) and install the add-on. For more details, visit the "Google Analytics opt-out browser add-on" page (located at <https://support.google.com/analytics/answer/181881?hl=en>).

SECURITY

Pulse has implemented measures designed to secure PII from accidental loss and unauthorized access, use, alteration, or disclosure. All information Users provide to Pulse is stored on secure servers behind firewalls. User's PII is password protected and restricted within the Pulse organization to employees and trusted partners that need access to User's PII in order to correspond with User and provide the products or services that User requests. The safety and security of User's information also depends on User. Where Pulse has given User (or User has chosen) a password for access to certain parts of the Site, User is responsible for keeping this password confidential. Unless Pulse requests User's password in order to troubleshoot an issue User reports, User should not share their password with anyone. Unfortunately, the transmission of information via the Internet is not completely secure. Although Pulse does its best to protect PII, it cannot guarantee the security of PII transmitted through the Site. Any transmission of PII is at User's risk.

LINKED SITES

The Website Terms are applicable only to the Site and do not apply to any third-party websites or to other companies or persons that may access the Site, with or without Pulse's permission. The Site may contain links to, and media and other content from, other websites. In addition, such third-party media and content may also contain external links. Because of the dynamic media capabilities of the Site, it may not be clear which links are embedded in the Site and which are embedded in third-party media and/or content. Pulse cannot and does not guarantee the privacy policies and practices of any third party. Pulse does not



control, operate, or endorse any information, products, or services of any third-party websites that may be reached through links from the Site. Pulse is providing these links only as a convenience to Users. The use of any PII provided by User to, or automatically collected from, a third party will be governed by that party's privacy policies. If User is unsure whether a website is controlled, affiliated, or managed by Pulse, they should review the privacy policies at each linked website to determine how that site treats PII.

The Site may display links to other websites or resources sponsored by third parties that may not be available at all times and may contain content that is untrue, inaccurate, incomplete, or outdated. If User accesses any such websites or resources, User does so at their own risk. Pulse does not endorse, provide warranties of any kind, or assume any responsibility or liability to User or any third party for the content or accuracy of any materials provided by any third parties on or through such websites or resources.

GOVERNING LAW

The Website Terms and any disputes related thereto shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its choice of law rules. 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 Larimer County, Colorado. User hereby submits to the personal jurisdiction of such courts.

INTELLECTUAL PROPERTY

User shall not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Site. However, User's computer or other devices may temporarily store copies of such materials in the device's temporary memory to allow User to access and view the materials. Likewise, files may be automatically cached by User's browser for display enhancement purposes. Subject to the restrictions set forth in the Website Terms, and except for content specifically and expressly made available for redistribution, User may print or download information from the Site only for personal, informational, and other non-commercial use, and not for further reproduction, publication, or distribution. User must keep intact all copyright and other proprietary notices associated with the Site and materials accessed through the Site. The Website Terms do not grant User any right, title, interest, license (express or implied) to any patent, trademark, service mark, copyright, trade secret, or other intellectual property right of Pulse or respective intellectual property owners. Modification of any content on the Site is explicitly prohibited. User is prohibited from using this Site in any way that would damage its content or visibility for others. Pulse retains exclusive and valid ownership of the Site, the names and marks thereof, and all intellectual property, proprietary rights and documentation therein, and User acknowledges that the foregoing constitute valuable assets and may constitute trade secrets of Pulse. Pulse, and its associated logos, and all page headers, custom graphics, and other icons are service marks, trademarks, registered service marks, or registered trademarks of Pulse. All other product names and company logos mentioned on the Site or in the information or content contained therein are trademarks of their respective owners. In addition to complying with all applicable laws, User agrees they



will not use any such trademarks, service marks, trade dress, or other logos from the Site without Pulse's prior written authorization or the respective owners of such information or intellectual property.

USE OF ONLINE ACCOUNT PORTAL

Users may be able to use the Site to access certain account information, including an account summary, usage and billing details, service request history, and outage reports. By establishing an online account, User represents and warrants that they have the right and are authorized to provide the information they enter to register for the online account. If User has an online account, they are responsible for all activities occurring under their online account and for keeping their username, password, and online account information confidential. User agrees to:

- (i) maintain the confidentiality and security of User's username and password if User has an online account with Pulse;
- (ii) promptly update any information User provides Pulse in connection with User's account and to keep it accurate, current and complete, and

If User suspects someone is accessing or using their online account without their permission, or if User needs to change their password or online account information, please notify Pulse immediately at: 970-962-2111.

Pulse reserves the right, at our sole discretion, for any reason, at any time, with or without notice to User, to modify, revise, or discontinue, temporarily or permanently, the Site (or any part thereof) or to terminate User's username and account and/ or User's access to the Site (or any part thereof).

ONLINE PAYMENT

User may pay their bill online by using the Pulse online bill payment system. When setting up online billing, User will be asked to provide their account number, mailing address, and a routing number and checking account number. User may pay by Visa, Discover Card, or MasterCard or by debit card, provided that the debit card bears a Visa, Discover Card, or MasterCard logo. User will be asked to provide the card number and expiration date. Once User has made an online payment, User will be asked to verify that the information on file is correct for the next transaction. In the event such information has changed, User will be able to correct or enter new payment information.

SITE USE IN THE UNITED STATES AND ELSEWHERE

The Site is available only for the lawful, personal, informational, and non-commercial use of residents of the United States who agree to be bound by the Website Terms. Access to the Site may be prohibited or restricted in countries outside the United States. Access from outside the United States shall be made at the User's sole risk.

LIMITATIONS ON LIABILITY

IN NO EVENT SHALL PULSE, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, CONTRACTORS, SUPPLIERS, LICENSORS, BUSINESS PARTNERS,



AND SERVICE PROVIDERS BE LIABLE TO USER UNDER ANY CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER CLAIM FOR LOSS OF PROFITS OR FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF OR IMPAIRMENT OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), PROVIDED BY PULSE UNDER THESE WEBSITE TERMS, WHETHER CAUSED OR RESULTING FROM:

- (I) FORCE MAJEURE EVENTS;
- (II) THE USE OR THE INABILITY TO USE THE SITE OR THE SERVICES, OR ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, EFFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OR USE OF RECORDS, OR LOSS OF USE RELATED TO THE SITE OR THE SERVICES OR ANY WEBSITE OPERATED BY ANY THIRD PARTY;
- (III) ERRORS, INACCURACIES, OMISSIONS, OTHER DEFECTS IN, UNTIMELINESS, OR UNAUTHENTICITY OF INFORMATION OR CONTENT PROVIDED BY, CONTAINED WITHIN, OR OBTAINED THROUGH THE SITE OR THE SERVICES;
- (IV) SECURITY BREACHES, VIRUSES, EAVESDROPPING, OR INTERCEPTION OR INTERRUPTION OF TRANSMISSIONS FROM OR TO THE SITE;
- (V) ANY MISTAKES, OMISSIONS, FAILURES, MALFUNCTIONS, THEFT, DELETION, CORRUPTION OF FILES, ERRORS, DEFECTS, OR FAILURES OF PERFORMANCE RELATED TO THE SITE; AND
- (VI) ANY USE OF THE SITE THAT INFRINGES UPON ANY PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, CONTRACTUAL RIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OF ONE OR MORE THIRD PARTIES.

NO ACTION ARISING OUT OF OR PERTAINING TO THE WEBSITE TERMS MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. IN NO EVENT SHALL PULSE'S LIABILITY EXCEED ONE HUNDRED DOLLARS (\$100.00). BY USING THIS WEBSITE, USER HEREBY EXPRESSLY WAIVE ANY SUCH CLAIM IN EXCESS OF ONE HUNDRED DOLLARS (\$100).

DISCLAIMER OF WARRANTIES

USER USES THE SITE AT THEIR SOLE RISK. THE SITE AND ALL OF THE CONTENT THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES:

- (I) AS TO TITLE, MERCHANTABILITY, FITNESS FOR ORDINARY OR PARTICULAR PURPOSES, NON-INFRINGEMENT, SYSTEM INTEGRATION, AND WORKMANLIKE EFFORT;
- (II) AS TO THE QUALITY, ACCURACY, TIMELINESS OR COMPLETENESS OF THE SITE OR SERVICES OR ANY ASPECT THEREOF;



- (III) THAT COULD ARISE THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE;
- (IV) AS TO THE SITE CONFORMING TO ANY FUNCTION, DEMONSTRATION OR PROMISE BY US;
- (V) THAT ACCESS TO OR USE OF THE SITE AND/OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE; AND
- (VI) THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

INDEMNIFICATION

USER RELEASES AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS PULSE, ITS AGENTS, OFFICERS, EMPLOYEES AND VOLUNTEERS FROM AND AGAINST ALL DAMAGES, CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, JUDGMENTS, COSTS, EXPENSES OF EVERY KIND AND NATURE, PREDICATED UPON INJURY TO OR DEATH OF ANY PERSON OR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING, IN ANY MANNER, FROM THE CUSTOMER'S USE OR MISUSE OF THE SITE, INCLUDING BUT NOT LIMITED TO ANY VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY AND FROM USER'S BREACH OF ANY PROVISION OF THE WEBSITE TERMS.

NO WAIVER OF GOVERNMENTAL IMMUNITY OR MONETARY LIMITATIONS

Notwithstanding any other provision or any other document or policy referenced herein, Pulse does not waive any rights, immunities, privileges, monetary limitations to judgments and defenses available to Pulse under common law or the Colorado Governmental Immunity Act, Sec. 24-10-101 et seq. C.R.S.

MISCELLANEOUS

Pulse reserves all rights not expressly granted herein. No other rights are granted by implication, estoppel, or otherwise. The headings in the Website Terms are for convenience only and have no legal or contractual effect. User shall not assign any of their rights or delegate any of their obligations under the Website Terms without Pulse's prior written consent. Any purported assignment or delegation in violation of this prohibition on assignment is null and void. No assignment or delegation, purported or actual, relieves User of their obligations under the Website Terms. 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. The terms, provisions, covenants, representations, warranties and indemnities contained herein which by their nature, sense, and context survive or are expressly intended to survive the expiration or termination of the Website Terms will so survive and continue in full force and effect until they are satisfied or by their nature expire.

CHANGES TO THIS POLICY



Pulse reserves the right, in its sole discretion, to update, change, modify, add or remove portions of the Website Terms from time to time. Pulse will provide notice by updating this posting. Any changes to the Website Terms will be in effect as of the “Effective Date” referenced in the Website Terms. User shall carefully review the Website Terms prior to using the Site and from time to time to learn of any updates. User’s continued use of the Site after the “Effective Date” date will constitute acceptance of and agreement to such changes and to Pulse’s collection and sharing of User’s personal information according to the terms of the then current Website Terms.

ENTIRE AGREEMENT

The Website Terms constitute the entire agreement between User and Pulse relating to User’s use of the Site and shall supersede any other agreement between User and Pulse with respect to the subject matter thereof. No change, waiver or discharge 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. Any failure by Pulse to assert a right or provision under the Website Terms shall not constitute a waiver of such right or provision.

CONTACT INFORMATION

All feedback, comments, requests for technical support and other communications relating to the Site, the Website Terms, and Pulse’s privacy practices should be directed to: pulselegal@cityofloveland.org or 970-962-2010.