

WEBSITE TERMS OF USE  
(Revised June, 2007)

NOTE: BY USING THIS WEB SITE, YOU WILL BE ACCEPTING THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS WEBSITE.

Welcome to [dahlberglightandpower.com](http://dahlberglightandpower.com). This web site, [dahlberglightandpower.com](http://dahlberglightandpower.com), (the "Web Site") is operated by Dahlberg Light & Power ("DL&P," "the Company," "We," "us," or "our"). We are located at 9221 E Main St, Solon Springs, Wisconsin 54873; telephone 1(800) 736-5167.

Please check these Terms of Use frequently, as we may from time to time unilaterally amend the Terms of Use by posting revised language on the Web site. The most up-to-date version of these Terms of Use will always be available for your review on the Web site. Amendments will become effective at the time they are posted on the Web site. Your continued use of the Web site after amendments are posted will constitute your acceptance of such amendments.

We may at any time modify or discontinue any aspect or component of the Web site. If you breach any of these Terms of Use, we can terminate your right to use the Web site. Upon termination, you agree to immediately delete or destroy any downloaded or printed material obtained from the Web site.

### **1. General**

Through the Web site, we provide a variety of information and services to our energy customers. You may use the Web site solely for your own internal residential or business purposes and pursuant to these Terms of Use; you may not use the Web site for the purpose of competing with the Company. You may view and download material displayed on the Web site, provided you retain all copyright, trademark and other proprietary notices displayed on the materials. Use of these materials in publications, other web sites or presentations is prohibited without DL&P's written consent.

### **2. Outside Services**

The Web site will enable you to access certain outside services provided by third-party web operators. In certain instances, the third-party content may be "framed" in such a way it appears you are still on DL&P's Web site. In such cases, we will have agreements with those third parties whose web sites you may be transferred to, under which the third parties agree to provide content without errors and omissions. They also agree to maintain the confidentiality of your personal information, and to use it only to help us serve you.

### **3. Linking, Framing, Bots and Spiders**

- a. Links to Third-Party Sites. The Company displays links to web sites or electronic services sponsored by third parties. DL&P is not responsible for the content or operation of third-party web sites or electronic services reached by virtue of such links or content, and the presence of such links or content does not imply DL&P endorses or is affiliated with such

third-parties, or any services or products they offer. The submitting third parties, and not the Company, are solely responsible for any advertisements, opinions, advice, statements, services, offers, data, information, content, or other materials that such third parties express or make available.

- b. The Web site may not be linked to in such a way that the pages of the Web site are displayed within a frame on a third-party web site, or are otherwise displayed on a browser screen accompanied by advertising or other content not found on the Web site. The fact that a third party provides a link to the Web site will not be in any way be or imply an endorsement, agency, joint venture or similar relationship between DL&P and any such third party.
- c. No user or third party is authorized to use any software, bots, spiders, or other information-Gathering devices or programming routines to monitor, copy, or otherwise “mine” information displayed on the Web site for display on or use with any Web site or service.

#### **4. Copyrights**

All content on the Web site, including all text, graphics, artwork, logos, buttons, icons, images, audio clips, video clips, software and code, is the copyrighted property of the company or other content suppliers and is protected by U. S. and foreign copyright laws and international regulations or statutes. Except as allowed in these Terms of Use, such content may not be reproduced, modified, edited, distributed, republished, downloaded, displayed, posted, sold, or transmitted (in whole or in part) in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or otherwise, without the express prior written permission of DL& P or any other copyright owner.

#### **5. Trademarks**

- a. The Trade marks, service marks, logos, graphics, page headers, button icons, scripts, domain names, URLs and other identifiers (“Trademarks”) used and displayed on the Web site are registered and unregistered Trademarks of the Company and others in the United States. No display or use of such Trademarks may be made without the express prior written permission of DL& P or other trademark owner, as the case may be. You may not use any Meta tags or any other “hidden text” utilizing DL& P’s name or Trademarks without the express prior written permission of DL& P.
- b. If you believe that material included on the Web site infringes another party’s trademark rights, contact us promptly so DL& P may investigate the situation and, if appropriate, block or remove the material.

#### **6. User Conduct**

While using the Web site or any Service you may not:

## Dahlberg Light and Power

- a. Retransmit, republish, distribute, reuse, resell, repost, re-engineer or make multiple copies of the Web site or any portion thereof without DL& P's prior written consent.
- b. Upload, post, publish, transmit, reproduce or distribute through the Web site any material that infringes any third party's copyright, patent, trademark, service mark, trade dress, trade secret or other proprietary rights, or which violates any contractual, fiduciary, or judicially imposed nondisclosure obligations.
- c. Engage in conduct, during use of the Web site that is unlawful, threatening, harassing, abusive, fraudulent, defamatory, libelous or invasive of the privacy or publicity rights of others.
- d. Upload, post, publish, transmit, reproduce or distribute through the Web site any material that contains advertising solicitations, bulk unsolicited e-mails or spam, chain letters, pyramid opportunities or offers for the sale of goods or service.
- e. Upload, post, publish, transmit, reproduce or distribute through the Web site, or place any links on the Web site to, any material that is vulgar, obscene, profane, hateful, sexually explicit or otherwise objectionable.
- f. Alter, interfere or disrupt the content or functioning of the Web site or the Service, including but not limited to uploading, posting or transmitting any material that (i) contains viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that damage, interfere with, capture, intercept or expropriate the Web site or any data contained therein; or (ii) disproportionately burdens the operation of the Web site.
- g. Use the Web site to gain unauthorized entry or access to other computer systems or networks.
- h. "Mirror" the Web site or any of its content on any other server without the express prior written permission of DL& P.
- i. Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any content you post or otherwise transmit to us via the Web site.
- j. Upload, post, publish, transmit, reproduce or distribute through the Web site any material encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law, regulation or government order.

### **7. Termination**

In DL& P's sole and absolute discretion, we may, without notice, restrict or terminate any person's use of the Web site, user accounts, user names or passwords. Upon termination, you agree to immediately delete or destroy any downloaded or printed material obtained from the Web site. Any such restriction or termination will not relieve any person of obligations incurred and accrued prior to the effective date of such termination.

### **8. Disclaimer of Warranties**

- a. The Web site and any content, information, software, functions and applets provided on or through the Web site are made available on an "as is" and "as available" basis. DL& P does not warrant the Web site or any content or service provided on or through the Web site, if any exist from time to time, will be corrected.

- b. The Company will not be responsible for errors, omissions, interruptions, deletions, defects or delays in the operation of the Web site, any Services or related content, for communication line failures, or for computer viruses associated with the operation of the Web site, The Company makes no warranty regarding any information made available through or on the Web site. **THE COMPANY MAKES NO EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO THE WEB SITE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF THE TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE YOUR USE OF THIS WEB SITE IS AT YOUR SOLE RISK.**
- c. No DL& P employee, agent, representative or any third party is authorized to create any warranty of any kind not expressly made in these Terms of Use.

#### **9. Limitation of liability**

- a. DL& P, its affiliates or subsidiaries, and their officers, directors, employees, agents, successors, or assigns, will not be liable to you or any third party for any indirect, consequential, incidental, exemplary, special or punitive damages (including without limitation damages resulting from lost data, lost profits or costs of procurement of substitute products or services) arising out of or in connection with the Web site or any of the Services available on or through the Web site.
- b. In no event will the liability of DL& P, its affiliates or subsidiaries, or their officers, directors, employees, agents, successors or assigns, under any theory of liability (whether in contract, tort, strict liability or otherwise) exceed \$500.00, regardless of whether such parties have been advised of the possibility of such damages. **CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMER, EXCLUSIONS, OR LIMITATIONS IN SECTION 11 (“DISCLAIMER OF WARRANTIES”) AND THIS SECTION 12 (LIMITATION OF LIABILITY”) MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.**

#### **10. Indemnity**

You agree to defend, indemnify, and hold harmless DL& P, its affiliates and subsidiaries, and their officers, directors, employees, agents, successors or assigns from any and all claims, liabilities, costs, and expenses (including reasonable attorneys’ and experts’ fees) arising in any way from your use of the Web site or the placement or transmissions of any message, information, software, or other materials or content on or through the Web site by you or users of your User Account or related to any violation of these Terms of Use by you or users of your User Account.

#### **11. Other**

Dahlberg Light and Power

- a. The Company Controls and operates this Web site from its headquarters in Solon Springs, Wisconsin, USA. If you use this Web site from other locations you are responsible for compliance with applicable local laws, These Terms of Use will be governed by the substantive laws of the State of Wisconsin, as applied to contracts entered into between Wisconsin residents and performed in Wisconsin, regardless of whether you reside or transact business with the Company in Wisconsin or elsewhere.
- b. Use of the Web site will be deemed to take place solely in Wisconsin, You agree the courts located in State of Wisconsin, will have exclusive jurisdiction over any and all disputes arising out of or related to these Terms of Use or your use of the Web site, and you agree to submit to the jurisdiction of such court. The prevailing party in any dispute will be entitled to its reasonable attorneys' fees and costs' in addition to all other available recovery and relief.
- c. If any provisions of these Terms of Use is held to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.
- d. The Terms of Use, Which incorporate by reference DL& P's Web site Privacy Policy, state the entire agreement between you and DL& P relating to your use of the Web site, and all prior and contemporaneous agreements and understandings relating to the subject matter of these Terms of Use are superseded and merged into these Terms of Use. These Terms of Use may not be amended except by DL& P as provided herein.

You may direct any questions about these Terms of Use to:

Dahlberg Light and Power  
Director of Internet Services  
Po Box 300  
Solon Springs, WI 54873-0300