

Updated Version Feb 2015

## TERMS AND CONDITIONS

GOVERNING USE OF THE TEXT MESSAGING PROGRAM OF CENTRAL HUDSON GAS & ELECTRIC CORP. ("CENTRAL HUDSON"). The text message program being hereinafter referred to as the "TEXT PROGRAM".

AS A REGISTERED PARTICIPANT AND USER IN THE TEXT PROGRAM, YOU WILL HAVE THE ABILITY TO SEND CERTAIN MESSAGES TO CENTRAL HUDSON ABOUT YOUR ELECTRIC ACCOUNT AND RECEIVE BACK MESSAGES ABOUT YOUR ELECTRIC ACCOUNT, INCLUDING SERVICE DISRUPTION, IF ANY.

BY SENDING A TEXT MESSAGE FOR PARTICIPATION IN THE TEXT PROGRAM, OR BY USING THE TEXT PROGRAM AT ANY TIME, YOU ARE AGREEING TO THE TEXT PROGRAM TERMS AND CONDITIONS SET FORTH HEREIN OR AS SUBSEQUENTLY AMENDED, MODIFIED OR CHANGED BY CENTRAL HUDSON ("TERMS AND CONDITIONS"). THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE FROM TIME TO TIME, AT THE SOLE DISCRETION OF CENTRAL HUDSON AND WITHOUT ANY NOTICE TO TEXT PROGRAM PARTICIPANTS; A CURRENT VERSION OF THE TERMS AND CONDITIONS WILL BE POSTED AT [www.centralhudson.com/alerts/termsandconditions.pdf](http://www.centralhudson.com/alerts/termsandconditions.pdf).

TO PARTICIPATE IN THE TEXT PROGRAM, YOUR PHONE MUST BE ENABLED FOR TEXT MESSAGING. **TEXT MESSAGING AND DATA RATES MAY APPLY.** IF YOU DO NOT HAVE A SMARTPHONE THAT LINKS YOU TO THE WEBSITE DIRECTLY, YOU MAY NEED TO USE ANOTHER COMPUTER TO ACCESS THE TERMS AND CONDITIONS ON THE WEBSITE BEFORE TEXTING.

YOU HAVE THE ABILITY TO PERMANENTLY DISCONTINUE YOUR PARTICIPATION IN CENTRAL HUDSON'S TEXT PROGRAM AT ANY TIME BY TEXTING "STOP" TO 236483. YOU ALSO HAVE THE ABILITY TO TEMPORARILY DISCONTINUE YOUR PARTICIPATION IN THE TEXT PROGRAM BY TEXTING "PAUSE" TO 236483. CAREFULLY REVIEW THE FOLLOWING TERMS AND CONDITIONS AND FOR ADDITIONAL INFORMATION, INCLUDING FREQUENTLY ASKED QUESTIONS (FAQ), GO TO <http://www.centralhudson.com/alerts/faqs.html>.

### TERMS AND CONDITIONS

#### 1. **Cost of Participation**

While the Text Program is complimentary and requires no purchase or fee for participation, message and data rates may apply, and may be billed on your wireless phone bill or deducted from your prepaid balance. Check with your carrier for details.

#### 2. **User Conduct**

You agree not to send or otherwise make available content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or contains hate language and CENTRAL HUDSON assumes no liability or responsibility for such content nor does it warrant, guarantee, recognize or adopt the accuracy,

completeness or truth of said content.

You acknowledge that Central Hudson may or may not pre-screen text message content you provide, but you acknowledge and agree that Central Hudson shall have the right, without obligation and in its sole discretion, to pre-screen, refuse, or remove any content you make available, including content that violates this section.

You agree to provide true, accurate and complete information about yourself during the Text Program registration process, and to update this information promptly when it changes. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if Central Hudson suspects that your information is untrue or inaccurate, not current, or incomplete, Central Hudson may, in Central Hudson's sole discretion, suspend or terminate such Text Program registration and/or access or refuse current or future access.

### **3. Rights**

By sending text messages, you grant to Central Hudson, without award, fees or payment to you, the perpetual, irrevocable, and fully assignable rights to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display any and all text message content provided by you to Central Hudson (in whole or in part) and to incorporate such content into other works in any format now known or later developed.

### **4. Confirmation, Opting Out and Discontinuing Use of the Text Program or Asking Questions**

You understand and agree that you will receive a confirmation text message for each text message sent to Central Hudson. To opt-out and discontinue the Text Program, please send the keyword "STOP" to 236483. If you experience any problems with opting out of the Text Program, or if you need help or additional information related to the Text Program, please text "HELP" to 236483 or call Customer Service at 1-800-527-2714.

### **5. Security and Privacy**

a) It cannot be assured that information transmitted over the Internet and stored on computers connected to the Internet can be private or secure. Central Hudson shall endeavor to maintain the security and privacy of the information it receives in accordance with Central Hudson's Privacy Policy. A current version of Central Hudson's Privacy Policy is located at <http://www.centralhudson.com/privacy.html>. The Privacy Policy is subject to change from time to time, at the sole discretion of Central Hudson and without any notice to Text Program participants. Notwithstanding the foregoing, Central Hudson makes no representation, guarantee or warranty that such information will be kept private or secure, and by utilizing the text program you affirmatively waive, release and discharge CENTRAL HUDSON from any liability arising from or associated with the utilization of the TEXT PROGRAM and/or any breach in privacy, confidentiality or security thereof and you agree to the disclaimer and limitation of liability provisions set forth in paragraphs 7 and 8 below.

b) You shall be responsible for the use, security, and safeguarding of such user's identification, password, Central Hudson account information, and other confidential information. Central Hudson shall have no responsibility or liability for damages resulting from the theft or unauthorized use of a user's identification, password, Central Hudson

account information or other confidential information, including but not limited to the user's tax identification number, social security number, personal information or data including but not limited to address, telephone number, credit card number, or bank account number ("User Confidential Information").

c) Each participant/user of the Text Program acknowledges and agrees that Central Hudson may engage and use one or more outside vendors to host and/or maintain the Text Program and that any such vendor may have access to the User Confidential Information of the participants/users of the Text Program. Each participant/user expressly authorizes Central Hudson to provide each such vendor with access to such User Confidential Information in connection with the limited purpose of hosting and/or maintaining the Text Program.

## **6. No Guarantee of Timely Delivery of Messaging**

Central Hudson is not responsible for incomplete, lost, late, or misdirected messages, including (but not limited to) undelivered, incomplete or inaccurate messages resulting from any form of filtering or otherwise by your mobile carrier or service provider or any other third party supplier or entity.

## **7. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR PARTICIPATION IN THE CENTRAL HUDSON TEXT PROGRAM IS AT YOUR SOLE RISK. THE TEXT PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CENTRAL HUDSON AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, CONTRACTORS, CONSULTANTS, LICENSORS, SUPPLIERS OR THEIR ASSIGNEES AND/OR THEIR SUCCESSORS IN INTEREST, EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

CENTRAL HUDSON AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, CONTRACTORS, CONSULTANTS, LICENSORS, AND SUPPLIERS MAKE NO WARRANTY THAT (A) THE TEXT PROGRAM WILL MEET YOUR REQUIREMENTS; (B) THE TEXT PROGRAM WILL BE PRIVATE, FREE FROM UNAUTHORIZED ACCESS, UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE TEXT PROGRAM WILL BE ACCURATE OR RELIABLE.

## **8. LIMITATION ON LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT CENTRAL HUDSON AND/OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, PARTNERS, CONTRACTORS, CONSULTANTS, LICENSORS, AGENTS, AND SUPPLIERS, OR THEIR ASSIGNEES AND/OR THEIR SUCCESSORS IN INTEREST SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES, COSTS OR EXPENSES INCURRED BY YOU OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR

OTHER INTANGIBLE LOSSES, EVEN IF CENTRAL HUDSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE TEXT PROGRAM, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, STATEMENTS OR CONDUCT BY ANYONE, INCLUDING ANY THIRD PARTY, ANY BREACH OR CLAIMED BREACH OF SECURITY, CONFIDENTIALITY OR PRIVACY OR ANY OTHER MATTER RELATING TO THE TEXT PROGRAM.

## **9. Suspension or Termination of Text Program**

Central Hudson reserves the right, in its sole discretion, to cancel or suspend any or all of its Text Program, in whole or in part, or your participation therein, for any reason, or without (a) any notice to participants of the Text Program, including you, or (b) any obligation of Central Hudson to offer or support any similar replacement program or service.

## **10. Applicable Law and Disputes**

These Terms and Conditions and Central Hudson's relationship with you regarding the Central Hudson Text Program are governed by the laws of the State of New York, without regard to its conflict of laws principles. You and Central Hudson agree to submit to the exclusive jurisdiction of the Supreme Court of the State of New York, Dutchess County, and you and Central Hudson hereby waive any jurisdictional, venue or inconvenient forum objections to such courts.

## **11. Other**

These Terms and Conditions, as may hereinafter be amended, modified or changed by CENTRAL HUDSON, contain the entire agreement between you and Central Hudson regarding the use of the Central Hudson Text Program, and supersede all prior understandings related to use of the Text Program. If any part of these Terms and Conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of these Terms and Conditions, and the remaining portions shall remain in full force and effect.

## **12. Contact Us**

If you have any questions or concerns about the Central Hudson Text Program, or to report inappropriate content, call Central Hudson at 1-800-527-2714.

BY PARTICIPATING IN THIS TEXT PROGRAM, THE PARTICIPANT AND ANY USER THEREOF ACKNOWLEDGES THAT THEY HAVE READ AND ACCEPTED THESE TERMS AND CONDITIONS AND ACKNOWLEDGES, AGREES, AND CONSENTS TO SAME.