

Terms of Use

Effective date: August 13, 2018

Thank you for visiting this Site, which is owned and operated by *La Cooperativa Hidroeléctrica de La Montaña*. These Terms of Use govern your use of this Site and applies to all users of this Site.

General Terms

This section covers general terms related to the Agreement and your consent.

Use of this Site forms an Agreement between You and *La Cooperativa Hidroeléctrica de La Montaña* ("*La Cooperativa Hidroeléctrica de La Montaña*"), the short-term non-profit charity that provides services to the people of Puerto Rico affected by Hurricane Maria. By using this Site, you are agreeing to comply with and be bound by these Terms of Use. Continued use of this Site constitutes your acceptance of any revisions to these Site Terms of Use. If you do not agree to these Terms of Use, you may not access or use this Site.

We hope you find this Agreement easy to read and as concise as possible given all we disclose. We appreciate any feedback you may have to improve the Agreement and invite you to share that feedback at support@cooperativahidroelectrica.org.

This Agreement explains how we anticipate you to use this website, our commitment to you, and your commitment to us. These Terms of Use (together with our Privacy Policy and any Privacy Notices or *click-through* agreements applicable to you) contain the entire understanding and agreement between you and *La Cooperativa Hidroeléctrica de La Montaña* with respect to this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and *La Cooperativa Hidroeléctrica de La Montaña* with respect to this Site and your use of this Site. The Site Terms are accessible through a link on every page on this Site in the footer of each page. The Site Terms are intended to protect our website from misuse.

These Terms of Use are current as of the effective date set forth above. Accessing the website provided by *La Cooperativa Hidroeléctrica de La Montaña* serves as your consent to the terms of this Agreement, and your continued use of this Site constitutes your ongoing acceptance of any revisions to these Site Terms. *La Cooperativa Hidroeléctrica de La Montaña* will update this Agreement from time to time, usually to reflect new requirements and policies arising from the introduction of new capabilities or services. The Agreement may also be updated to change or clarify existing commitments and policies. These changes will be effective as of the date we post the revised version on this Site. You should visit this page periodically to review any changes. *La Cooperativa Hidroeléctrica de La Montaña* may notify you if this Agreement changes, however, we will not commit to notifying you. A notification of any changes is provided as a courtesy and is not required by this Agreement.

When you sign up to use a special feature of this Site, you may be asked to agree to special terms governing your use of the special feature. In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked "I agree." This type of agreement is known as a "*click-through*" agreement. If any of the terms of the *click-through* agreement are different than the terms of these Terms of Use, the terms of the *click-through* agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the "*click-through* agreement."

Definitions

This section defines terms used in this Agreement.

“Site” means *cooperativahidroelectrica.org* and other Internet sites operated by *La Cooperativa Hidroeléctrica de La Montaña* on which these Terms of Use are posted.

“You” or “your” means the user of this Site, including your authorized representative.

The terms “*La Cooperativa Hidroeléctrica de La Montaña*”, “we”, “us”, and “our” refer to *La Cooperativa Hidroeléctrica de La Montaña*.

The term “Content” refers to all software and code comprising or used to operate this Site, and all text, photographs, images, illustrations, graphics, sound recordings, video and audio-video clips, and other materials available on this Site, including User-Generated Content and Feedback.

The term “User-Generated Content” or “User-Generated Content” means all text, photographs, images, illustrations, graphics, sounds, video and audio-video clips, and other content you post using functionality on this Site that allows you to publicly post that content, communicate with other users, or otherwise engage in social networking activities and that does not constitute “Feedback.”

The term “Feedback” refers to all text, photographs, images, illustrations, graphics, sounds, video and audio-video clips, and other content you post on or through this Site that is specifically about how we can improve this Site and the products and services we make available through this Site.

The term “including” means “including, but not limited to.”

Jurisdiction

This section identifies the jurisdiction for any dispute related to this Agreement.

This Agreement is governed by and will be enforced in accord with the laws of Puerto Rico and the federal laws of the United States without regard to its conflicts of law provisions. Any action brought against *La Cooperativa Hidroeléctrica de La Montaña* arising out of or relating to this Agreement must be brought to a court of competent jurisdiction in the municipality of San Juan, Puerto Rico, and you consent to the exclusive jurisdiction of such courts and agree to accept service of process issued by such courts. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of these Terms of Use is taking place or originating.

Ownership of This Site and Its Content

This section discloses La Cooperativa Hidroeléctrica de La Montaña owns the Site and its content, while explaining permissible use of Site content.

This Site, including all its Content are protected under applicable intellectual property and other laws, including without limitation the laws of the United States and other countries. All Content and intellectual property rights therein are the property of *La Cooperativa Hidroeléctrica de La Montaña* or the material is included with the permission of the rights owner and is protected pursuant to applicable copyright and trademark laws.

The presence of any Content on this Site does not constitute a waiver of any right in such Content. You do not acquire ownership rights to any such Content viewed through this Site. Except as otherwise provided herein, none of this Content may be used, copied, reproduced, distributed, republished, downloaded, modified, displayed, posted or transmitted in any form or by any means, including, but not

limited to, electronic, mechanical, photocopying, recording, or otherwise, without our express prior written permission.

Permission is hereby granted to the extent necessary to lawfully access and use this Site and to display, download, or print portions of this Site on a temporary basis and for your personal, educational, noncommercial use only, if you: do retain all copyright and other proprietary notices contained in the Content; do not modify the Content; and do not copy or post the Content on any network computer or broadcast the Content in any media.

Modification and Discontinuation

This section states La Cooperativa Hidroeléctrica de La Montaña can change or remove the Site at its discretion without limitations.

We reserve the right at any time and from time-to-time to modify, edit, delete, suspend or discontinue, temporarily or permanently this Site (or any portion thereof) and/or the information, materials, products and/or services available through this Site (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of this Site.

Trademarks and Service Marks

This section preserves La Cooperativa Hidroeléctrica de La Montaña's rights to all its Marks in any form.

La Cooperativa Hidroeléctrica de La Montaña names and logos, all product and service names, all graphics, all button icons, and all trademarks, service marks and logos appearing within this Site, unless otherwise noted, are trademarks (whether registered or not), service marks and/or trade dress of *La Cooperativa Hidroeléctrica de La Montaña*. All other trademarks, product names, company names, logos, service marks and/or trade dress mentioned, displayed, cited or otherwise indicated within this Site are the property of their respective owners. You are not authorized to display or use *La Cooperativa Hidroeléctrica de La Montaña's* Services Marks, use any meta tags or any other 'hidden text' using *La Cooperativa Hidroeléctrica de La Montaña's* name or trademarks without the express and prior written consent of *La Cooperativa Hidroeléctrica de La Montaña*. The use or misuse of *La Cooperativa Hidroeléctrica de La Montaña* Marks or other trademarks, product names, company names, logos, service marks and/or trade dress or any other materials contained herein, except as permitted herein, is expressly prohibited. You are not authorized to display or use trademarks, product names, company names, logos, service marks and/or trade dress of other owners featured within this Site without the prior written permission of such owners. Quicken® is a registered trademark of Intuit, Inc.

Intellectual Property and Copyright

This section explains how to respect the intellectual property of La Cooperativa Hidroeléctrica de La Montaña, how to report copyright infringements and how La Cooperativa Hidroeléctrica de La Montaña will treat input or information you submit to La Cooperativa Hidroeléctrica de La Montaña.

This entire Site is the copyrighted work of *La Cooperativa Hidroeléctrica de La Montaña*. Unless otherwise specified, no person has permission to copy, display, distribute, republish, or create derivative works from such information in any form.

La Cooperativa Hidroeléctrica de La Montaña does not knowingly violate or permit others to violate the copyrights of others. We will promptly remove or disable access to material that we know is infringing or if we become aware of circumstances from which infringing activity is apparent. Our policy is to

respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act of 1998.

If you are requesting removal of content because of a violation of your copyrights, please note that the Digital Millennium Copyright Act (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your own work, or the work of a third party for whom you are authorized to act, is featured on this Site or has been otherwise copied and made available on this Site in a manner that constitute copyright infringement, please notify us immediately. Your notice must be in writing and must include:

- an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on this Site (including the URL, title and/or item name, if applicable, or other identifying characteristics);
- your name, address, telephone number, and email address, and, if you are not the owner of the copyright, the name of the owner; and
- a written statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Written notice must be sent to:

La Cooperativa Hidroeléctrica de La Montaña
26 Calle Betances
Utuaado, PR 00641

Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident.

Anyone who knowingly misrepresents that material is infringing in such a notice will be liable for any damages and any associated costs incurred by *La Cooperativa Hidroeléctrica de La Montaña*.

Unless otherwise stated, *La Cooperativa Hidroeléctrica de La Montaña* does not accept unsolicited ideas, suggestions, or materials relating to development, design, or marketing of its services and products. Any such postings to this Site and electronic mail delivered to *La Cooperativa Hidroeléctrica de La Montaña* will be considered non-confidential and non-proprietary, and will remain, the exclusive property of *La Cooperativa Hidroeléctrica de La Montaña*. *La Cooperativa Hidroeléctrica de La Montaña* may copy, disclose, distribute, incorporate, and otherwise use the item and any information contained therein for any purpose without compensation. Personal information transmitted to us will be treated in accordance with the *La Cooperativa Hidroeléctrica de La Montaña* Privacy Policy.

Your Obligations

This section identifies your responsibilities to La Cooperativa Hidroeléctrica de La Montaña, including responsibility for protecting your account.

In consideration of your use of this Site, you agree that to the extent you provide personal information to *La Cooperativa Hidroeléctrica de La Montaña* it will be true, accurate, current, and complete and that you will update all personal information as necessary. If you are under age 13, you may only use this Site with the permission of a parent or guardian.

To the extent you create an account through this Site, you understand and agree that any account you create, including your username and password, are personal to you and may not be used by anyone else. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password by you or by anyone else using your username and password, whether or not authorized by you. You agree to change your password immediately if you believe your password may have been compromised or used without authorization. You also agree to immediately inform us of any apparent breaches of security such as loss, theft or unauthorized disclosure or use of your username or password by contacting us at apoyo@cooperativahidroelectrica.org. Until we are so notified you will remain liable for any unauthorized use of your account.

You agree to use this Site in a manner consistent with all applicable rules and regulations. You agree not to upload or transmit through this Site any computer viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer. Any unauthorized modification, tampering or change of any information, or any interference with the availability of or access to this Site is strictly prohibited. We reserve all rights and remedies available to us.

We may terminate your Site access to protect your interest or *La Cooperativa Hidroeléctrica de La Montaña's* interests.

Prohibited Uses

This section explains ways you are prohibited from using this Site, including using it for your own commercial use, sending inappropriate emails, providing false information, accessing this Site if not authorized, and improperly using La Cooperativa Hidroeléctrica de La Montaña's name.

Personal Use Only: You will use the Site only for your personal, noncommercial use unless you and *La Cooperativa Hidroeléctrica de La Montaña* have agreed otherwise in writing. Use in connection with policies or accounts with *La Cooperativa Hidroeléctrica de La Montaña* in the name of your business are considered personal use.

Electronic Mail: You may not send electronic mail to us that is illegal, obscene, profane, threatening, defamatory, invasive of privacy, infringing of intellectual property rights; or contains harmful code, political campaigning, commercial solicitation, chain letters, or mass mailings; or violates any applicable law, such as the CANSPAM Act.

Access: You may not use this Site in any manner that could damage or overburden any *La Cooperativa Hidroeléctrica de La Montaña* equipment or software. You may not use any means of systematic retrieval of data or other content from this Site. You may not obtain, or attempt to obtain, access to any material or information on this Site that is protected by passwords, PIN or required login identification through any means not expressly authorized by *La Cooperativa Hidroeléctrica de La Montaña*. You may not use the login information of another person, unless they specifically authorized you to do so.

False Information: You may not intentionally provide any false information when you register for this Site, apply for products or services from *La Cooperativa Hidroeléctrica de La Montaña*, post comments

on this Site or on *La Cooperativa Hidroeléctrica de La Montaña*-sponsored web pages, or complete your profile.

Framing: You may not frame any Site content.

Links: You agree to obtain our permission before creating a hyperlink or similar link or connection to this Site.

Endorsements: You may not use *La Cooperativa Hidroeléctrica de La Montaña*'s name or trademarks in any way that implies affiliation with, or an endorsement, sponsorship or approval by *La Cooperativa Hidroeléctrica de La Montaña* without express, prior written permission.

Disclaimer of Warranties and Limitation of Liability

This section disclaims all warranties and liabilities related to this Site and La Cooperativa Hidroeléctrica de La Montaña services.

This site and all its content (including User-Generated content) is provided by *La Cooperativa Hidroeléctrica de La Montaña* on an “as is” and “as available” basis.

To the fullest extent permitted by applicable law, *La Cooperativa Hidroeléctrica de La Montaña* and its shareholders, directors, officers, employees, affiliates, subsidiaries, agents and third-party providers shall not be liable for any losses and expenses of any nature no matter the genesis including, without limitation, direct, indirect, general, incidental, punitive, special or consequential damages, loss of use; loss of data; loss caused by a virus; loss of income or profit; loss of or damage to property; claims of third parties; or other losses of any kind or character, resulting from, without limitation, your failure to comply with this agreement, the use of the site or inability to use this site, problems or technical failures with equipment, or any errors or delays in communication or transmission lines, or circumstances beyond *La Cooperativa Hidroeléctrica de La Montaña*'s reasonable control, regardless of the form of action whether in contract, tort (including negligence), even if *La Cooperativa Hidroeléctrica de La Montaña* is expressly advised of the possibility of such damages.

You agree that your use of our services, including accessing this site, is solely at your own risk. To the full extent permissible by applicable law, *La Cooperativa Hidroeléctrica de La Montaña* explicitly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, security of the Site, that the content of this Site is accurate, complete or current. We do not represent or warrant that this site, its servers, or any transmissions sent from us or through this site will be free of any harmful components, including viruses. You assume total responsibility for establishing such procedures for data back up and virus checking as you consider necessary. We make no warranty that the services will meet your requirements, or that the services will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the service or as to the accuracy or reliability of any information obtained through the service or that defects in the service will be corrected. We make no warranty regarding any goods or services purchased or obtained through the service or any transactions entered through the service. No advice or information, whether oral or written, obtained by you from us or through the service shall create any warranty not expressly made herein.

La Cooperativa Hidroeléctrica de La Montaña does not endorse and is not responsible for statements, advice and opinions made by anyone other than authorized *La Cooperativa Hidroeléctrica de La Montaña* spokespersons. We do not endorse and are not responsible for any statements, advice or

opinions contained in User-Generated content and such statements, advice and opinions do not in any way reflect the statements, advice and opinions of *La Cooperativa Hidroeléctrica de La Montaña*. We do not make any representations or warranties against the possibility of deletion, incorrect delivery, or failure to store communications, personalized settings, or other data.

This Site gives you specific legal rights and you may also have other rights in different legal jurisdictions. Some legal jurisdictions do not allow certain kinds of limitations or exclusions of liability, so the limitations and exclusions set out in these Terms of Use may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case, the limitations and exclusions set out in these Terms of Use shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. If any part of this limitation on liability is found to be invalid or unenforceable for any reason, then you agree that our entire liability, and your exclusive remedy, and the aggregate liability of the released parties for liabilities that otherwise would have been limited shall not exceed five dollars (\$5.00). Your statutory rights as a consumer or a User of the Site, if any, are not affected by these provisions, and we do not seek to exclude or limit liability for fraudulent misrepresentation.

Links to Third-Party Websites

This section explains that La Cooperativa Hidroeléctrica de La Montaña does not control some third parties that are linked from this Site.

This Site may provide links to other websites operated by third parties. *La Cooperativa Hidroeléctrica de La Montaña* has no control over third-party websites. *La Cooperativa Hidroeléctrica de La Montaña* does not control the privacy or security practices of third parties, or the locations where they process data. *La Cooperativa Hidroeléctrica de La Montaña* is not responsible for the availability of those websites and does not endorse, accept responsibility or accept liability for any content, advertising, services, products, or other materials on or available from such websites. *La Cooperativa Hidroeléctrica de La Montaña* makes no warranties or representations regarding these websites or the products or services offered on them. *La Cooperativa Hidroeléctrica de La Montaña* shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or because of the use of or reliance on any content, advertising, services, products, or other materials on or available from such websites. These Terms of Use do not apply to your use of third-party websites; your use of such websites is subject to the terms and policies of the owner of such websites. You should read the terms of use, privacy and security policies of the other sites, as their practices may differ from ours.

Responsibility for User-Generated Content Posted on or Through This Site

This section addresses how La Cooperativa Hidroeléctrica de La Montaña: manages contributions to the Site, including postings on this Site. This section also confirms: La Cooperativa Hidroeléctrica de La Montaña does not publish all postings; La Cooperativa Hidroeléctrica de La Montaña may disclose your identity in response to legal actions; and La Cooperativa Hidroeléctrica de La Montaña does not own the content you submit but has a right to a royalty-free license. This section also explains how La Cooperativa Hidroeléctrica de La Montaña may remove User-Generated content.

Under no circumstances is *La Cooperativa Hidroeléctrica de La Montaña* liable in any way for any User-Generated Content. You are responsible for User-Generated Content that you post and you can be held personally liable for comments that are defamatory, obscene, or libelous, or that violate these Terms of Use, an obligation of confidentiality, or the rights of others. If any part of the User-Generated Content you post is not your original work, it is your responsibility to obtain any necessary permission to post it.

We do not control the User-Generated Content posted on or through this Site, therefore, we cannot and do not warrant or guarantee the truthfulness, integrity, suitability, or quality of that User-Generated Content. You also agree and understand that by accessing this Site, you may encounter User-Generated Content that you may consider to be objectionable. We have no responsibility for any User-Generated Content, including without limitation any errors or omissions therein. We are not liable for any loss or damage of any kind you may claim was incurred due to the use of any User-Generated Content posted, emailed, transmitted or otherwise made available on or through this Site. The User-Generated Content posted on or through this Site expresses the personal opinions of the individuals who posted it and does not necessarily reflect the views of *La Cooperativa Hidroeléctrica de La Montaña* or any person or entity associated with *La Cooperativa Hidroeléctrica de La Montaña*.

You own User-Generated Content. We may use your User-Generated Content, but do not have an obligation to use your User-Generated Content. You own the copyright in any original User-Generated Content you post. We do not claim any copyrights in User-Generated Content. However, by using this Site you are granting us and our subsidiaries, affiliates, successors and assigns, a nonexclusive, fully paid, worldwide, perpetual, irrevocable, royalty-free, transferable license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain repurpose, and commercialize User-Generated Content you post in any and all media or form of communication whether now existing or hereafter developed, without obtaining additional consent, without restriction, notification, or attribution, and without compensating you in any way, and to authorize others to do the same. We ask that you not post any User-Generated Content that you do not wish to license to us, including any photographs, videos, confidential information, or product ideas.

By posting a comment on this Site or on *La Cooperativa Hidroeléctrica de La Montaña*-sponsored message boards, discussion forums or other interactive content on third party sites, you agree that *La Cooperativa Hidroeléctrica de La Montaña* may publish your comment in whole, or in part. *La Cooperativa Hidroeléctrica de La Montaña* does not agree to post all comments received. When you submit a posting to *La Cooperativa Hidroeléctrica de La Montaña* on this or other sites, *La Cooperativa Hidroeléctrica de La Montaña* may identify you by: your hometown, and state or country; and your first name, or last name and initial, or an alias that you have provided to us; and other information that does not specifically identify you.

We may disclose and/or remove User-Generated Content. *La Cooperativa Hidroeléctrica de La Montaña* has the right (but does not assume the obligation) to:

- monitor all User-Generated Content;
- require that you avoid certain subjects;
- remove or block any User-Generated Content at any time without notice at our sole and absolute discretion;
- disclose any User-Generated Content and the identity of the user who posted it in response to a subpoena or whenever we believe that disclosure is appropriate to comply with the law or a court order, to prevent or investigate a possible crime or other violation of law, to protect the rights of *La Cooperativa Hidroeléctrica de La Montaña* or others, or to enforce these Terms of Use; and
- terminate your access to and use of this Site, or to modify, edit or block your transmissions thereto in our sole discretion.
- You agree that our exercise of such discretion shall not render us the owners of User-Generated Content you post, and that you will retain ownership thereof as described above.

You agree to restrictions on the User-Generated Content you share and a condition of these Terms of Use require you do not:

- upload, post, transmit or otherwise make available any User-Generated Content that is unlawful, harmful, hateful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, racially disparaging, indecent, or invasive of another's privacy;
- any User-Generated Content that constitutes or encourages activity illegal under criminal or civil law;
- any User-Generated Content that is false, misleading, or fraudulent;
- any User-Generated Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- any User-Generated Content that violates or infringes upon the rights of others, including User-Generated Content which violates the patent rights, copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights, or any other rights of any individual, living or deceased, or any legal entity;
- any User-Generated Content that contains the image, name or likeness of anyone other than yourself, unless (i) that person is at least eighteen years old and you have first obtained his/her express permission or (ii) that person is under eighteen years old but you are his/her parent or legal guardian;
- any request for or solicitation of any personal or private information from any individual;
- any request for or solicitation of money, goods, or services for private gain;
- any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- any User-Generated Content that contains advertising, promotions or marketing, or which otherwise has a commercial purpose;
- impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or
- violate any local, state, national or international law, rule or regulation.
- By posting User-Generated Content, you represent and warrant that: you own or otherwise control all the rights to the User-Generated Content and have the right to grant the license set forth in these Terms of Use; the User-Generated Content is accurate; and you have read and understood—and your User-Generated Content fully complies with—these Terms of Use and applicable laws and will not cause injury to any person or entity.

You can request removal of objectionable User-Generated Content by contacting *La Cooperativa Hidroeléctrica de La Montaña* at apoyo@cooperativahidroelectrica.org. We will review all such requests and will remove User-Generated Content that we determine should be removed, in our sole discretion and in accordance with these Terms of Use and applicable law. Please be aware, however, that if the User-Generated Content has already been distributed to other websites or published in other media, we will not be able to recapture and delete it. Also, a back-up or residual copy of the User-Generated Content we remove from this Site may remain on back-up servers.

Your Feedback

This section provides La Cooperativa Hidroeléctrica de La Montaña with certain rights to use your feedback.

Although we do not claim ownership of User-Generated Content you post using this Site, the Feedback you provide to us through this Site will be and remain our exclusive property. Your submission of Feedback will constitute an assignment to us of all worldwide rights, title and interests in your Feedback, including all copyrights and other intellectual property rights in your Feedback. We will be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Feedback you submit for any purpose whatsoever, without restriction and without compensating you in any way. We ask that you not send us any Feedback that you do not wish to assign to us.

Waiver

This section identifies what constitutes a valid waiver of this Agreement.

Any delay or omission by *La Cooperativa Hidroeléctrica de La Montaña* to exercise any rights under these Site Terms or the Agreement shall not be construed to waive any rights. Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing and signed by an Officer of *La Cooperativa Hidroeléctrica de La Montaña*. Unless the written waiver contains an express statement to the contrary, no waiver by of any breach of any provision of these Terms of Use or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

La Cooperativa Hidroeléctrica de La Montaña Privacy Policy

This section confirms your agreement to the Privacy Policy and where you can find the Privacy Policy.

By agreeing to these Terms of Use, you also agree to the terms of our Privacy Policy, which is expressly incorporated herein. Before using this Site, please carefully review our Privacy Policy, which can be found at <https://www.cooperativahidroelectrica.org/privacy>. All information provided to us due to your use of this Site will be handled in accordance with our Privacy Policy. Your agreement with us concerning the treatment of information we collect about you under this Agreement is detailed in the terms of *La Cooperativa Hidroeléctrica de La Montaña's* privacy policy, which can be found at <https://www.cooperativahidroelectrica.org/privacy>. To the extent there may be inconsistencies between these Terms of Use and our Privacy Policy, these Terms of Use control.

Additional Disclosures

This section provides legal disclosures about the content on cooperativahidroelectrica.org. You accept delivery of the following disclosures that relate to information at this Site.

Organization Identification: The products and services offered on this Site are provided by *La Cooperativa Hidroeléctrica de La Montaña*.

Section Headings: The section titles, the italicized explanations, the section headings, the subsection headings are provided to assist in document organization or readability, and are not part of the agreement and are not to be used in interpreting the terms of the agreement.

Computer Requirements: To use this Site, you must have a computer device equipped with a communication device that permits connecting to the Internet. You are responsible for the selection, installation, maintenance, and operation of your computer and software. We are not responsible for any errors, failures, or malfunctions of your computer or software. You are responsible for ensuring that

your computer and software are compatible with our Site. We reserve the right to change the system requirements for using this Site.

Suggestions: Suggestions and offers on this Site are not recommendations, unless expressly identified as such, and may not be appropriate for all users, even where the Site indicates that users like you have purchased the product.

PATRIOT Act: Federal law may require *La Cooperativa Hidroeléctrica de La Montaña* to obtain, and in certain other circumstances, verify and record your name, address, date of birth and other information that will allow us to identify you in certain other circumstances.

Foreign Jurisdictions: *La Cooperativa Hidroeléctrica de La Montaña* products and services are available only in those jurisdictions where *La Cooperativa Hidroeléctrica de La Montaña* is authorized or permitted by local law to promote or sell them.

Severability and Survivability

This section helps maintain the integrity of the Agreement and identifies sections that endure after termination of the Agreement.

If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, void or unenforceable, such provision will be changed and interpreted to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use will remain in full force and effect. Certain provisions of this Agreement by their nature shall continue in full force and effect after termination, including authorizations you have granted, the Disclaimer of Warranties and Limitation of Liability, and Jurisdiction.

Telephonic Communication

This section grants La Cooperativa Hidroeléctrica de La Montaña permission to contact you at the phone numbers you provide.

You authorize *La Cooperativa Hidroeléctrica de La Montaña* to contact you at the telephone numbers you provided in an online form or in your profile. We may contact you by telephone, including your cellular phone, when we have important information to convey to you. We may contact you via a voice call and/or text message. To revoke this authorization, you may edit your profile by removing telephone numbers which you do not want us to use by e-mailing at apoyo@cooperativahidroelectrica.org.

Contact Information

This section provides and requires shared contact information.

If you need to reach *La Cooperativa Hidroeléctrica de La Montaña*, you may contact us at;

La Cooperativa Hidroeléctrica de La Montaña
26 Calle Betances
Utua, PR 00641
Telephone: +1.786.485.5005
e-mail: apoyo@cooperativahidroelectrica.org

Maintaining accurate and current contact and billing information is a requirement for our business relationship. *La Cooperativa Hidroeléctrica de La Montaña* needs to be able to contact you easily and quickly. If you have a business relationship with *La Cooperativa Hidroeléctrica de La Montaña* you are

responsible for ensuring that *La Cooperativa Hidroeléctrica de La Montaña* has accurate, current contact and billing information for you, including your full name, postal address, e-mail address, and voice and facsimile telephone numbers.

Questions

If you have any questions about this Site or these Terms of Use, please contact us at:

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e-mail: apoyo@cooperativahidroelectrica.org