

## **TERMS OF USE**

Last Modified: April 9, 2025

Thank you for using our website. Our website is provided and operated by Broadway Electric Service Company LLC (“BESCO”, “us”, “our”, or “we”). BESCO is committed to providing you a properly operating website and wants to make sure that you understand our expectations for your use of our website.

By using our website, you are agreeing to these Terms of Use (these “Terms”). Please read them carefully.

### **Using our Website**

You must follow any policies made available to you within the website.

Don’t misuse our website. For example, don’t interfere with our website or try to access it using a method other than the interface and the instructions that we provide. You may use our website only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing you access to our website if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our website does not give you ownership of any intellectual property rights in our website or the content you access. You may not use content from our website unless you obtain permission from its owner or are otherwise permitted by law. These Terms do not grant you the right to use any branding or logos used on our website. Don’t remove, obscure, or alter any legal notices displayed on our website.

In connection with your use of the website, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

### **Prohibited Uses**

You may use our website only for lawful purposes and in accordance with these Terms. You agree not to use our website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms.

- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate BESCO, a BESCO employee, or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the website, or which, as determined by us, may harm BESCO, or users of the website or expose them to liability.

Additionally, you agree not to:

- Use the website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the website, including their ability to engage in real time activities through the website.
- Use any robot, spider or other automatic device, process or means to access the website for any purpose, including monitoring or copying any of the material on the website.
- Use any manual process to monitor or copy any of the material on the website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the website, the server on which the website is stored, or any server, computer or database connected to the website.
- Attack the website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the website.

If you encounter content or a user that you believe violates the above policies, please report it to us by emailing us at [compliance@besco.com](mailto:compliance@besco.com).

### **Access, Use, and Management of the Website**

To access or use certain parts of the website, you may be required to provide personal information such as your name, email, and telephone number. You warrant that all information provided is accurate and truthful, and you authorize BESCO to use any means necessary to verify its accuracy in accordance with applicable law. Providing false or inaccurate information may terminate your access to the website, in whole or in part.

Although it is not our intention to do so, we reserve the right, in our sole discretion, to delete or remove any information you provide on or through the website from the website and to restrict, suspend, or terminate your access to all or part of the website, with or without cause to do so (including, without limitation, our good faith belief that you have violated these Terms), without prior notice or liability. BESCO may, but is not obligated to, monitor or review any areas on the website where you transmit or provide information, including but not limited to areas where our products and services are available.

To the maximum extent permitted by law, BESCO will have no liability related to your information arising under the laws of copyright, libel, privacy, obscenity, or otherwise, or losses incurred due to your failure to maintain the confidentiality of your account credentials. BESCO also disclaims all liability with respect to the misuse, loss, modification, or unavailability of any of your information.

### **Comments and Feedback**

If, at our request, you send certain specific submissions or, without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “comments”), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation: (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content comments that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, obscene, or otherwise objectionable or violates any party’s intellectual property or these Terms.

You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the website or any related website(s). You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

### **Trademarks**

BESCO or its parent, subsidiaries, or affiliates, or third parties from whom we have permission, own the trademarks or service marks that are used on the website. All rights are reserved. These and other graphics, logos, service marks, trademarks and trade dress of BESCO and its licensors may not be used without prior written consent of BESCO or its licensor, as the case may be. Without limiting the foregoing, our trademarks or trade dresses may not be used in connection

with any product or service that is not ours, in any manner that is likely to cause confusion among users, or in any manner that disparages or discredits us.

### **Proprietary Rights**

Your use of the website confirms your acknowledgment that the website contains certain content (such as text, graphics, photographs, video, audio, code, and other data or information relating to any subject) (“Content”), that is protected by copyrights, trademarks, trade secrets, or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed. All Content is or may be copyrighted as a collective work under the U.S. copyright laws, and BESCO owns a copyright in the selection, coordination, arrangement, and enhancement of such Content on the website. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any such Content, in whole or in part. If no specific restrictions are displayed, you may make copies of select portions of the Content, provided that the copies are made only for your personal use and that you maintain any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices. Except as provided in the preceding sentence or as permitted by the fair use privilege under the U.S. copyright laws (*see, e.g.*, 17 U.S.C. Section 107), you may not upload, post, reproduce, or distribute in any way Content protected by copyright, or other proprietary right, without obtaining permission of the owner of the copyright or other property right.

### **Modifying and Terminating Our Website**

We are constantly changing and improving our website. We may add or remove functionalities or features, and we may suspend or stop a service altogether.

You can stop using our website at any time. We may also stop providing services to you, or add or create new limits to our website at any time.

### **Links from the Website**

If our website contains links to other sites and resources provided by third parties, these links are provided for your convenience only and are not intended and should not be construed as any endorsement or approval of, association with or control over any such organization or site or the contents thereof. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them, and disclaim all warranty and liability as to the accuracy, completeness, suitability or utility thereof. If you decide to access any of the third-party websites linked to our website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Disclaimer of Warranties**

OUR WEBSITE IS PROVIDED TO YOU “AS IS” AND ON AN “AS AVAILABLE” BASIS AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WE EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE WEBSITE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, WE PROVIDE NO WARRANTY OR UNDERTAKING, AND MAKE NO REPRESENTATION OF ANY KIND THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

#### **Limitation on Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE, OR ANY OF OUR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE WEBSITE, INCLUDING FOR PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

#### **Indemnification**

At our request, you agree to defend, indemnify, and hold harmless BESCO, its service providers, and their affiliated companies, and their employees, contractors, officers, and directors from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses that arise from your use or misuse of the website, violation of these Terms, or violation of any rights of a third party. BESCO reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the you, in which event you will cooperate in asserting any available defenses.

### **Governing Law and Jurisdiction**

All matters relating to the website, these Terms, and/or our website privacy policy, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to any choice or conflict of law provision or rule.

You agree to submit to the nonexclusive personal jurisdiction of the courts located within Knox County, Tennessee. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **No Consolidation**

Any claim or dispute shall be litigated, as the case may be, on an individual basis and shall not be consolidated with any claim or dispute of any other party whether through class action proceedings, class arbitration proceedings or otherwise.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, OUR PRIVACY POLICY, OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

### **Waiver and Severability**

If you do not comply with these terms, and we do not take action right away, this does not mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

### **Assignment**

Your right to use the website and/or any licenses granted under these Terms are not excludable, assignable, or transferable, including by operation of law or otherwise. Any attempted assignment or transfer in violation of the forgoing is null and void.

### **Entire Agreement**

These Terms constitute the sole and entire agreement between you and BESCO regarding the website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

### **Changes to These Terms**

We may modify these Terms or any additional terms that apply to the website to, for example, reflect changes to the law or changes to our website or the services or products offered through our website. You should look at the terms regularly. We will post notice of modifications to these Terms on this page by updating the “Last Modified” date at the top of this webpage. Changes will not apply retroactively and will become effective as soon as this webpage’s “Last Modified” date is posted. If you do not agree to the modified terms for a service, you should discontinue your use of that service.

### **Your Comments and Concerns**

All feedback, comments, requests for technical support and other communications relating to our website should be directed to: [compliance@besco.com](mailto:compliance@besco.com)