

TRAVERSE CITY LIGHT & POWER INTERNET WEBSITE POLICY

PURPOSE

The purpose of Traverse City Light & Power's (TCL&P) website is to provide a convenient and informative resource for its residential, commercial and industrial customers regarding TCL&P services, programs, initiatives, bidding opportunities, and news and events.

The purpose of this Policy is to establish regulations for the development, operation, and administration of the TCL&P website and to ensure that the website remains a non-public forum subject to TCL&P's exclusive use and control. TCL&P shall operate and maintain the TCL&P website as provided in this Policy.

Definitions

The following definitions shall apply to this Policy:

- a) "Traverse City Light & Power website" means the official TCL&P website available at www.tclp.org, and any additional domain name(s) that TCL&P acquires for its official use.
- b) "External Website" means a website maintained by a third party, and not by TCL&P.
- c) "External Link" is a hyperlink from the TCL&P website to a website maintained by a third party.
- d) "Security Measures" means practices for protection of physical configuration and environment, software, information-handling processes, and user practices.
- e) "User" or "Users" means an individual or individuals who access the TCL&P website through the internet.

Non-Public Forum Status

The TCL&P website is a non-public forum. While TCL&P encourages the public to use its website to access information and resources, TCL&P expressly reserves the right to impose certain restrictions on the use of its website. The TCL&P website is reserved for the exclusive control of TCL&P for the purposes of one-way communication to Users of the TCL&P website. The TCL&P website shall not be used to facilitate a general debate, public disclosure or the free exchange of ideas.

Posting of Policy

This Policy will be posted on the TCL&P website for review by the public at any time. Questions or comments regarding any subjects or issues addressed in this Policy may be direct to:

Traverse City Light & Power
Attn: Kelli Schroeder
1131 Hastings Street
Traverse City, Michigan 49686
Email: kschroeder@tclp.org

Disclaimer of Accuracy

- a) While every effort is made to keep information provided over the internet accurate and up-to-date, TCL&P does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the content, records, or data herein, or for their use or interpretation by the User.
- b) TCL&P, its officers, employees and agents assume no legal responsibilities for the information or accuracy contained in this data, including any action taken from reliance on any information contained herein and shall have no liability for any damages, losses, costs, or expenses, including, but not limited to attorney's fees, arising from the use or misuse of the information provided herein. The User's use thereof shall constitute an agreement by the User to release TCL&P, its officers, employees and agents from liability.
- c) By using this information, the User is stating that the above Disclaimer has been read and that he/she has full understanding and is in agreement with the contents.

Security

The TCL&P website applies Security Measures to protect from the loss, misuse and alteration of the information under TCL&P's control. From time to time, Security Measures may be upgraded or otherwise modified to meet changing needs. While TCL&P endeavors to keep secure all information it receives via the TCL&P website, TCL&P cannot guarantee the security of the information.

External Links

TCL&P has a legitimate interest in limiting persons or organizations that may be linked to from the TCL&P website to ensure that they are relevant to the purpose of the TCL&P website as set forth in this Policy. Thus, TCL&P may exercise discretion to ensure that the links on the TCL&P website are consistent with the purpose of the TCL&P website. Decisions regarding the posting of External Links will be made on a case-by-case basis utilizing the criteria set forth below. Neither the TCL&P website nor the External Links listed on the TCL&P website constitute a forum for expressive activity by members of the public.

- a) Each proposed External Link on the TCL&P website shall be reviewed to determine its relevance and appropriateness to the purpose of the TCL&P website. TCL&P shall

review the merits of the proposed External Link based upon the purpose of the TCL&P website stated in this Policy.

- b) A proposal for an External Link will not be denied based on the viewpoint espoused by the individual or entity.
- c) Each External Link should
 - i. enhance the value of the information that TCL&P is providing on its website;
 - ii. help the reader understand the information on TCL&P's website; or
 - iii. be relevant to the purpose of TCL&P's website
- d) Each External Link should go to reliable websites that reflect high standards in quality, site operations and maintenance.
- e) The TCL&P website will not provide External Links to any websites that:
 - i. Promote or exhibit hate, bias, discrimination, pornography, libelous or otherwise defamatory content, or obscenity.
 - ii. Have a primary purpose of advocating for or against any political party, candidate for election, political group, or any activity with respect to any federal, state or local statute, legislation, regulation, or proposed regulation .
 - iii. Violate any of TCL&P's equal opportunity policies.
 - iv. Consist of personal home pages operated by individuals.
- f) TCL&P reserves the right to determine, on a case-by-case basis, whether or not to post External Links, and how and where External Links will appear on TCL&P's website.

Application of External Link

To request the addition of an External Link on the TCL&P website, the applicant shall send the relevant URL, address, website description and purpose, brief statement as to how the proposed website fulfills the purpose of the TCL&P website as set forth in this Policy, contact name, phone number and email address by email to or by mail to:

Traverse City Light & Power
Attn; Kelli Schroeder
1131 Hastings Street
Traverse City, Michigan 49686
email: kschroeder@tclp.org

Disclaimer of External Links and External Websites

The information posted on the TCL&P website may include hypertext External Links to information created and maintained by other public and/or private organizations. TCL&P provides these links solely for the User's information and convenience.

- a) When the User selects an External Link to an External Website, the User leaves the TCL&P website and is subject to the privacy and security policies of the owners/sponsors of the External Website.
- b) TCL&P does not control or guarantee the accuracy, relevance, timeliness or completeness of information contained on an External Website accessed through the TCL&P website by External Link.

- c) TCL&P does not endorse or recommend any third party website, product, service, view or opinion, unless otherwise noted.
- d) TCL&P does not authorize the use of copyrighted materials contained on External Websites.
- e) TCL&P is not responsible for transmissions from External Websites.

Final Decision

The decision whether to place or, once placed, to remove content and/or links on the TCL&P website resides with TCL&P's Executive Director or their designee. His or her decision is final and binding. Under no circumstances will individuals or entities be entitled to compensation or damages in the event that TCL&P decides to include, exclude, or remove the content or link.

Accessibility

The TCL&P website is intended to be accessible to people with disabilities. Requests for reasonable accommodations relating to equal access to communication, or other issues relating to website accessibility, should be directed to:

Traverse City Light & Power
Attn: Kelli Schroeder
1131 Hastings Street
Traverse City, Michigan 49686
Email: kschroeder@tclp.org
Phone: (231) 932-4545

No Warranty or Representation

TCL&P's web server(s) are maintained to provide public access to information via the Internet. TCL&P's web services and the content of its web servers and databases are updated on a continual basis. While TCL&P attempts to maintain its website's information as accurate and timely, TCL&P does not warrant or make representations or endorsements as to the quality, content, accuracy, or completeness of the information, text, graphics, hyperlinks, and other items contained on its server or any other server. Materials on the TCL&P website have been compiled from a variety of sources, and are subject to change without notice from TCL&P as a result of updates and corrections.

Notice to Traverse City Light & Power

Communications through the TCL&P website, by e-mail or otherwise, shall in no way be deemed to constitute legal notice to TCL&P or any of its officers, employees, or agents, with respect to any existing or potential claim or cause of action against TCL&P or any of its officers, employees, or agents. No communication through the TCL&P website shall be deemed to constitute legal or official notice for any purpose.

Errors, Omissions, Warranty, Damages

TCL&P is neither responsible nor liable for any viruses or other contamination of a User's system due to access of the TCL&P website, nor for any delays, inaccuracies, errors or omissions arising out of the User's access of the TCL&P website or with respect to the material contained on the TCL&P website, including without limitation, any material posted on the TCL&P website. The TCL&P website and all materials contained on it are distributed and transmitted "as is" without warranties of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. TCL&P is not responsible for any special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use, the TCL&P website or the materials contained on the TCL&P website, whether the materials contained on the TCL&P website are provided by TCL&P or a third party.

Indemnification

To the extent permitted by applicable law, by using the TCL&P website, the User agrees to defend, indemnify, and hold harmless TCL&P, its officers, employees, and agents from and against all claims and expenses, including attorney's fees, arising out of the User's use of the TCL&P website or materials and information contained on the TCL&P website.

Tim Arends

Timothy J. Arends
Executive Director and Secretary
Traverse City Light and Power