Homer Electric Association, Inc. is a non-profit, member owned organization providing information and energy-relating services on a fair and equitable basis.

Terms & Conditions

1. Ownership of Material
   Except as otherwise indicated, this website and its entire contents, including but not limited to the text, information, material, software and graphics (collectively the “Content”) are owned and/or controlled by Homer Electric Association (HEA). This website and Content may not be copied, reproduced, modified, published, uploaded, downloaded, posted, transmitted, or distributed in any way without HEA’s prior written permission. Also prohibited are: modification of this Content or use of it for any commercial purpose, except as expressly permitted by established contractual relationships between you and HEA or any applicable affiliate of HEA; or, any other public display, performance, sale, or rental; decompilation, reverse engineering, or disassembling of software materials; removal of any copyright notice or other proprietary notice from the Content; or, transferring of the Content to any person or entity.

2. Copyright Notices
   The information and Content on the website are protected under United States copyright laws. Everything in this website is copyrighted unless otherwise noted and may not be used except as provided in these Terms & Conditions, or with the express written consent of HEA. HEA neither warrants nor represents that use of the Content displayed on this website will not infringe rights of third parties. Any product, service, program, or technology described on this website may be the subject of other intellectual property rights (including but not limited to copyright, trademark, servicemarks, tradename, tagline, or patent rights) owned by HEA. The Cooperative reserves any such rights that is not expressly licensed herin.

3. Trademark Notices
   The trademarks, logos, taglines, and servicemarks (collectively the “Trademarks”) displayed on this website are registered and unregistered Trademarks of HEA and other. Nothing contained on this site should be construed as granted by implication, estoppels, or otherwise, any license or right to use any Trademark displayed on this site without the prior written permission of HEA, or such third party that may own the Trademark. Misuse of any Trademarks, or any other Content, displayed on this site is prohibited.

4. Disclaimer and Limitation on Liability
   The information, materials, and functions contained within this website, including text, graphics, links or other items are provided on an “AS IS” basis WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS
FOR A PARTICULAR PURPOSE, NON INFRINGEMENT OF INTELLECTUAL PROPERTY, OR FREEDOM FROM COMPUTER VIRUSES. HEA does not warrant the adequacy, accuracy, reliability, timeliness, or completeness of the information and Content including in this site and or in third party sites linked to or from this site or that the functions provided will be uninterrupted, timely, or error-free. HEA expressly disclaims any liability for any errors in or omissions from information, content, and functions included in this website or any third party sites linked to this website. HEA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, OR EXEMPLARY OR PUNITIVE DAMAGES, OR LOSS OF GOODWILL, HOWEVER ARISING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In no event will HEA be liable (whether based in contract, tort, strict liability or otherwise) for any direct or indirect, special, incidental, consequential or punitive damages or lost profits or lost savings arising in connection with use of this site (or any third party site linked to or from this site), any technical, hardware, or software failure of any kind, any interruption in availability of this website, any delay in operation or transmission, any incomplete or garbled transmission, any computer loss of data, or otherwise, even if HEA has been advised of the possibility of such damages or loss.

In the event a product or service is listed at an incorrect price due to typographical errors or errors in pricing or calculating information, HEA has the right to correct such errors before fulfilling any orders placed for products and/or services listed at the incorrect price.

5. Disclaimer and Links to Third Party Sites
This website may contain links to third party sites. These links are provided for convenience and informal purposed and are neither under the control of HEA nor is the Content of third party sites monitored by HEA. HEA is not responsible for the Content of any site linked to this website and makes not representations of warranties, express or implied, regarding the Content of any of these linked sites. These links do not constitute or imply any endorsement, authorization, sponsorship, or affiliation by HEA with respect to any their party, any third party’s website, the Content of any third party’s website, or any products of services provided by a third party. Connection to any such linked site is at the customer’s own risk. It is up to the customer to take precautions to ensure that whatever is selected for use is free of such items as viruses, worms, Trojan horses and other items of destructive nature.

6. Governing Law and Jurisdiction
The customer is responsible for compliance with applicable state laws, local laws and regulations. Access to and use of this website and the Terms & Conditions of this site are governed by and interpreted in accordance with the laws of the State of Alaska without regard to principles of conflicts of laws. Your usage of this site constitutes your consent to the exclusive jurisdiction and venue of the courts in the Third Judicial District, Alaska.
7. **Severability**
   If any part of these Terms & Conditions is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

8. **Waiver of Rights**
   Any failure by HEA to enforce any of its rights under these Terms & Conditions or applicable laws shall not constitute a waiver of such right.

9. **Changes to these Terms & Conditions**
   HEA reserves the right to make changes or updated to these Terms & Conditions at any time without notice by updating this posting. Customers are bound by such revisions and should periodically visit this page to review the then current Terms & Conditions by which they are governed.

10. **Changes to Products and Services**
    HEA may make improvements and/or changes in service and/or the programs described at this website at any time. As a convenience, notice of such improvements and changes may be posted on this website. The failure to post notice will not affect the effectiveness of any such improvements or changes or affect HEA’s right to make such modifications and/or changes.

11. **Export Control**
    United States and foreign export control laws regulated the export and re-export of technology originating in the United States and such foreign countries. This site and its users are governed by these laws and regulations as applicable. Users shall not transfer, directly or indirectly, by electronic transmission or otherwise, any Content or software from this website to or from any countries or foreign nationals in violation of such laws or regulations.

12. **Third-Parties and Affiliates**
    Homer Electric Association, Inc. uses a variety of third-party services to help provide our Services, such as hosting our various blogs and wikis, and to help us understand and improve the use of our Services, such as Google Analytics and Facebook. These third-party service providers may collect information sent by your device as part of a web page request, such as cookies or your IP address. Third-party ad partners may share information with us, like a browser cookie ID, website URL visited, mobile device ID, or cryptographic hash of a common account identifier (such as an email address). We may also receive information about you from our corporate affiliates in order to help provide, understand, and improve our Services and our affiliates’ services, including the delivery of ads.