

Privacy Policy

North Itasca Electric - Terms and Privacy Policy

We respect your privacy. Our policy is to protect member information and not to divulge it or sell it to any third party. We do not make email or postal addresses, telephone numbers, or other demographic information of those who access our site available to other organizations. We collect only information we need to service your account and to provide you with the best services, products, and programs. We disclose account information to account holders (name on energy bill) only. To give access to a non-account holder, please contact customer service at 1-800-762-4048.

Our privacy policy covers our use of informational and promotional mailings, our commitment to data security, and how we would handle possible future changes to this policy.

You may receive periodic mailings from us with information on new products and services or upcoming events. If you do not wish to receive such mailings, please let us know by sending us an e-mail or calling or writing us.

We always use industry-standard encryption technologies to protect your data when transferring it to and from our website. We limit access to your data to employees who need it to service your account and to keep North Itasca Electric's services running at their highest level.

If our privacy policy changes at any time, we will post the policy changes and notify you and, where possible, give you the chance to opt out of these new uses.

Legal Notice to Users of North Itasca Electric's Website and Online/Mobile Applications

North Itasca Electric User Terms

The following notices, disclaimers, terms and conditions (hereinafter collectively "Terms"), together with the terms set out in the Privacy Policy, govern your use of this Website and Online/Mobile Applications. If you do not agree with these Terms, do not use this Website and Online/Mobile Applications. By using this Website and Online/Mobile Applications, you are agreeing to be bound by these Terms and Conditions and with North Itasca Electric (NIEC) policy statements, and how they relate to member information and privacy. The term 'North Itasca Electric (NIEC)' or 'us' or 'we' refers to the owner of the Website and Online/Mobile Applications whose registered office is located at 301 Main Ave - PO Box 227, Bigfork, MN 56628-0227. The term 'you' refers to the user or viewer of this Website and Online/Mobile Applications. All NIEC Board approved policies relating to member information and privacy apply to the information contained and presented at this Website and Online/Mobile Applications and online applications.

INFORMATION PRESENTED ON WEBSITE AND ONLINE/MOBILE APPLICATIONS

The content of the pages of this Website and Online/Mobile Applications is for your general information and use only. While every effort has been made to ensure that the information presented on this Website and Online/Mobile Applications is accurate, North Itasca Electric assumes no responsibility for errors, omissions, or out-of-date information and shall not be liable in any manner whatsoever for direct, indirect, special, incidental, consequential, punitive, or other damages resulting from the availability of, use of, access of, or inability to use this information. Users of this Website and Online/Mobile Applications acknowledge that such information and materials at this Website and Online/Mobile Applications may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by Minnesota law.

Information on this Website and Online/Mobile Applications is the most recent available on the date it was posted. North Itasca Electric specifically disclaims any duty to update. North Itasca Electric reserves the right to modify the content of this Website and Online/Mobile Applications in any way, at any time and for any reason, without prior notification, and will not be liable in any way for possible consequences of such changes.

This Website and Online/Mobile Applications uses cookies to monitor browsing preferences. This Website and Online/Mobile Applications may contain third-party information and links to other non-North Itasca Electric Internet sites (hereinafter "Hyperlinks"). Wherever practical, such information and Hyperlinks are marked accordingly. When you access a non-North Itasca Electric Website and Online/Mobile Applications, please understand that it is independent from North Itasca Electric, that North Itasca Electric has no control over the content on that Website and Online/Mobile Applications, and that North Itasca Electric specifically disclaims adoption or incorporation by reference of such information as its own. In addition, North Itasca Electric does not endorse or accept any responsibility for the content, or the use, of Hyperlinks.

METER DATA PRESENTMENT DESCRIPTION AND USE RESTRICTIONS

This site contains information ("Data") that is automatically reported by your meter and associated equipment (the "advanced meter information" or "AMI"). NIEC employed a rigorous process of evaluating the methods available for collecting and processing Data of this sort, various metering systems on the market, and the expertise and experience of meter vendors, and we therefore believe the Data to be accurate and reliable within utility standards.

However, technical limitations, human error, sampling methodology, equipment failure, and other events could cause the Data, at times, to be inaccurate or incomplete.

Furthermore, because the standard time intervals displayed on this site may not correlate exactly to the time intervals at which successful readings are received from your meter, the Data displayed may consist of, or include, historical Data that was previously unavailable, averages, estimates, or cumulative totals.

Consequently, the Data on this site may not be suitable for accurately calculating your bill and it may, on occasion, provide an inaccurate or incomplete depiction of electric use during time

periods when actual measurements were not received. Prior to calculating your bill, NIEC will subject all Data to NIEC's quality control procedures.

The user of the Data contained herein assumes the entire risk related to its use. By accessing the Data, you agree that NIEC shall not be liable for: (1) any errors, omissions, or other defects in the Data, (2) any delays or interruption in the Data (or your access to the Data); (3) any direct, indirect, incidental, consequential, special or exemplary damages or loss resulting from any use of misuse of the Data.

HOW YOU MAY USE OUR MATERIALS

You may use, copy, and distribute the materials found on North Itasca Electric's Website and Online/Mobile Applications for individual, noncommercial, informational purposes only. Business entities may use, copy, and distribute the materials found on North Itasca Electric's Website and Online/Mobile Applications for internal, noncommercial, informational purposes only. All copies that you make of the material must bear any copyright, trademark, or other proprietary notice located on the Website and Online/Mobile Applications which pertains to the material being copied. Except as authorized in this paragraph, you are not being granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the products, services, processes, or technology described therein. All such rights are retained by North Itasca Electric, and/or any third-party owner of such rights.

HOW YOU MAY USE OUR MARKS

The names and logos of North Itasca Electric and all other product and service names, design marks, and slogans, are the trademarks or service marks of North Itasca Electric. You are not authorized to use any North Itasca Electric name or mark in any advertising, publicity, or in any other commercial manner without the prior written consent of North Itasca Electric. You may send your request to support@nieci.com.

DISCLAIMER OF WARRANTY

UNLESS OTHERWISE EXPLICITLY STATED ELSEWHERE ON THIS WEBSITE AND ONLINE/MOBILE APPLICATIONS, NORTH ITASCA ELECTRIC MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES AS TO THE QUALITY, TRUTH, ACCURACY, COMPLETENESS OR SUITABILITY FOR ANY PURPOSE OF ANY OF THE MATERIALS CONTAINED ON THIS WEBSITE AND ONLINE/MOBILE APPLICATIONS. ALL INFORMATION PRESENTED ON THIS WEBSITE AND ONLINE/MOBILE APPLICATIONS IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

LIMITATION OF LIABILITY

NORTH ITASCA ELECTRIC SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED AS A RESULT OF USING, MODIFYING, CONTRIBUTING, COPYING, DISTRIBUTING, REFERENCING, OR DOWNLOADING THE MATERIALS CONTAINED IN THIS WEBSITE AND ONLINE/MOBILE APPLICATIONS. IN NO EVENT SHALL NORTH

ITASCA ELECTRIC BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. NORTH ITASCA ELECTRIC SHALL NOT BE LIABLE FOR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROGRAMS OR DATA ON YOUR INFORMATION HANDLING OR LIKE SYSTEMS; LOSS OF BUSINESS, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE. NORTH ITASCA ELECTRIC SHALL NOT BE LIABLE FOR SUCH DAMAGE HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF NORTH ITASCA ELECTRIC, ITS AGENTS, DIRECTORS, AFFILIATES, SUBSIDIARIES, OR ASSIGNS HAD BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THIS WEBSITE AND ONLINE/MOBILE APPLICATIONS AND WILL NOT MAKE ANY CLAIM AGAINST NORTH ITASCA ELECTRIC FOR LOST DATA, RE-RUN TIME, INACCURATE OUTPUT, WORK DELAYS, LOST PROFITS, OR THE LIKE, RESULTING FROM THE USE OF THE MATERIALS.

YOU AGREE TO HOLD NORTH ITASCA ELECTRIC HARMLESS FROM, AND YOU COVENANT NOT TO SUE NORTH ITASCA ELECTRIC FOR, ANY CLAIMS BASED ON USING THIS WEBSITE AND ONLINE/MOBILE APPLICATIONS.

INTERNET DISCLOSURE POLICY

For site security purposes and to ensure that this service remains available to all users, this Website and Online/Mobile Applications may employ industry-standard methods to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.

Unauthorized attempts to upload or change information on this service are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and the National Infrastructure Protection Act.

Privacy Policy

North Itasca Electric Privacy Statement

North Itasca Electric (NIEC) and all of its subsidiaries are committed to protecting your privacy. Please read the NIEC Privacy Statement below.

This NIEC Privacy Statement applies to Data collected by NIEC through its Website and Online/Mobile Applications, as well as Data collected through traditional offline sources.

Collection of Your Personal Information

NIEC asks you to provide personal information, such as your e-mail address, name, billing address, home, work or other telephone numbers, and Social Security Number. If you choose to sign up for specific programs or services, we will ask for additional information, such as your bank, account number and routing number, that are used to establish services such as ACH bill payment.

We may collect information about your visit, including the pages you view and the links you click. We may also collect standard information that your browser sends to every Website and Online/Mobile Applications you visit, such as your IP address, browser type and language, access times and referring Website and Online/Mobile Applications addresses. NIEC only uses web log information in aggregate form to enable us to make our Website and Online/Mobile Applications more useful. NIEC does not collect any personal information about a routine visitor unless the visitor provides it.

Use of Your Personal Information

NIEC collects and uses your personal information to maintain accurate member/account information and participation in specific programs. We also use your personal information to communicate with you. All provided contact information may be used to communicate (pre-recorded voice message, text or email, or person-to-person call) account status, cooperative information and for collection proceedings. Personal information collected on the NIEC site is stored and processed in secure 3rd party applications.

Sharing of Your Personal Information

NIEC will not share your personal information with any non-affiliated entity or third-party vendor for their independent marketing or commercial purposes. NIEC employees are permitted to obtain only the personal information they need to deliver service to you. They are required to maintain the confidentiality of the information and are prohibited from using it for any other purpose. Personal information may also be disclosed as follows:

1. Records may be disclosed to affiliates or contractors hired by NIEC to assist in carrying out operations, such as service, billing, and management functions including legal, audit, and collection services.
2. Member-consumer information may be disclosed to and shared with commercial and consumer credit reporting agencies for credit-related activities (e.g., the reporting of bad debts).
3. Records may be disclosed to government regulators and other government agencies when authorized or required by law.
4. Records may also be compiled in aggregate form for NIEC management activities.
5. Records may be disclosed when required by law, such as in response to a search warrant, subpoena, or court order, or to law enforcement authorities.
6. NIEC may use and disclose records for investigations into employee misconduct or for law enforcement investigations related to our business.
7. We may also access and/or disclose your personal information if we believe such action is necessary to: (a) protect and defend the rights or property of NIEC (including the enforcement of our agreements); or (b) act in urgent circumstances to protect the personal safety of users of NIEC services, members of the public or our employees.

Accessing Your Personal Information

You have the ability to view or edit your personal information by contacting NIEC at 1-800-762-4048. Arrangements will be made for you to view your information and make any necessary changes.

Security of Your Personal Information

NIEC is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. For example, we store the personal information you provide on computer systems with limited access, which are located in controlled facilities. When we transmit highly confidential information (such as a bank account or routing number) over the Internet, we protect it through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

Controlling “Spam” or Unsolicited Email

NIEC is concerned about controlling unsolicited commercial e-mail, or "spam." NIEC will not sell, lease or rent its member address lists, including e-mail addresses, to third parties.

Enforcement of This Privacy Statement

If you have questions regarding this statement, contact us by calling an NIEC member services representative at 1-800-762-4048.

Contacting Us

NIEC welcomes your comments regarding this privacy statement. If you have questions about this statement or believe that we have not adhered to it, please contact us at 1-800-762-4048 or email support@nieci.com