

BrightRidge SmartHub Account Terms and Conditions
Effective March 23, 2022

SmartHub Online Account Management Usage Agreement

You may use BrightRidge’s online account access system (also referred to as “SmartHub”) if you are a customer or prospective customer of Johnson City Energy Authority dba BrightRidge (“BrightRidge”) and have agreed to utilize SmartHub by properly registering a User ID and password consistent with these BrightRidge Online Account Terms and Conditions. Use of SmartHub is furnished subject to the BrightRidge Rules and Regulations, which covers activities related to electrical service and may be found at <https://www.BrightRidge.com/resources/-new-resources/>, and the BrightRidge Broadband Terms and Conditions, which covers activities related to internet, voice, video and other telecommunications related services, which may be found at <https://www.myBrightRidge.com/resources/>. BrightRidge has a Privacy Notice within the Resources section of its website <https://www.mybrightridge.com/resources/> that outlines our policy regarding our efforts to protect your privacy and your rights. All use of SmartHub is subject to this Agreement. Use of SmartHub is voluntary and your use of SmartHub constitutes your acceptance of the terms and conditions set forth in this Agreement.

Online Account Management Service

SmartHub allows you to access online services specific to your BrightRidge account(s). Available services under the SmartHub umbrella include online billing and payment, service signup, account settings for notifications, as well as other account-related information and analysis tools (Some services are also available, in whole or in part, without the use of SmartHub).

BrightRidge reserves the right to modify or discontinue any or all services or features of SmartHub at any time without notice, or to offer specific programs only to customers meeting applicable qualifications. Subject to satisfying the qualifications for a particular program, you may elect to use one or more of the features available without being obligated to use them all.

Customer Requirements

Specifically, by enrolling in SmartHub you agree:

You are subject to the current and in effect SmartHub Online Account Terms and Conditions which may be changed or amended from time to time with or without notice, by selecting the “I Agree” button when registering for SmartHub, you are confirming that you accept these SmartHub Online Terms and Conditions (or any future modifications thereof) as a pre-condition to your being granted access to SmartHub. When you meet the enrollment requirements you will receive an e-mail message from BrightRidge confirming your SmartHub registration.

Password Guidelines

The unique User ID and password (collectively, “Password”) selected by you to access SmartHub must be held on a confidential basis by you and not given to others. Anyone with knowledge of your Password

can gain access to SmartHub and all the services available within SmartHub. If you have forgotten or lost your Password, online reminder capabilities are available to assist you in remembering it. As a condition of use, you must notify BrightRidge immediately if you believe your Password has been lost or stolen. In such event, you can contact BrightRidge immediately by email or by calling 423-952-5000. You are responsible for maintaining the Password against improper disclosure. One of the terms and conditions of this agreement is that you are solely responsible for any claims, losses, damages, expenses, and costs incurred by the use of your Password by others. BrightRidge reserves the right to reset any Passwords.

Email and Text Notifications from BrightRidge

By registering for SmartHub, you will automatically receive email notifications when your BrightRidge bill is issued. These “bill ready” notifications will be sent to your current email address on file for each BrightRidge account you have set up online. (Since these are transaction notices pursuant to the agreement between you and BrightRidge, you may not “opt-out” from billing-related communications related to SmartHub.) You have the ability to add, change, or remove various notifications regarding emails and text messages. BrightRidge does not send text messages to your mobile number without your specific authorization. Note that charges and fees by your mobile provider that are outside the control of BrightRidge may apply to you based on the selection that you have made regarding text notifications.

Change of Contact Information and Payment Information

As a SmartHub user, it is your responsibility to ensure that the contact and other required information in your user profile is current and accurate, and updated promptly if necessary, including your name, address, phone number and email address. Your email address is especially important as accounts are tied to the email that you designate. SmartHub is designed so that you control your changes. However, if you need assistance using SmartHub or want BrightRidge to make changes on your behalf, please contact BrightRidge’s Customer Service by email or by calling 423-952-5000.

In the event of any change to your email address, you are obligated to promptly notify BrightRidge by entering this change within the secure Profile section of SmartHub. You must provide BrightRidge your current email address(es) to permit BrightRidge to forward your bill ready notification to your email. You are responsible for paying BrightRidge bills regardless of whether you receive email notifications of any bill issued or not. BrightRidge will forward any past due payment, collections, or shut-off notices through the U.S. mail.

For those customers that use online payment options, such as ACH payments using your banking information or credit/debit card payments, you are solely responsible for the accuracy of the information you have entered either as a one-time payment, stored payment, scheduled payment, or auto-pay method. In the event that you entered your banking or debit/credit card information incorrectly, BrightRidge is not responsible for any late fees or returned item charges that may be assessed to your account. In addition, BrightRidge is not responsible for charges from your bank or credit card provider. Examples of activities that may require you to update your information within SmartHub may include getting a new bank account or changing credit card providers. You are obligated

to promptly notify BrightRidge by entering and/or updating these changes within SmartHub. If you have set up recurring payments to occur automatically according to a specified frequency, these payments will continue to be processed against your current banking or debit/credit card information on file until you change that information. Also, if you have stored your banking information or credit card information to make one-time payments within SmartHub, this information does not update unless you update this information within SmartHub. BrightRidge's Customer Service Department is available to help with questions regarding how to add, change or update banking and credit card information.

Method of Access to SmartHub

BrightRidge provides an online portal and a mobile application that may be used on a mobile phone or tablet. Internet access is required to access SmartHub. You are responsible to acquire your own internet connectivity to access SmartHub. Additionally, you are responsible for any Internet service fees that may be assessed by your mobile phone and/or Internet service provider.

Online Billing and Payment

Online billing allows you to view bills for the BrightRidge account(s) you have linked to SmartHub. Online payment options allow you to pay your BrightRidge bill(s) online. BrightRidge allows two types of online payments that may be submitted as a one-time payment, scheduled payments, or recurring payments via the following options:

- (a) Automated Clearing House (ACH) transaction where you authorize a payment to be deducted from designated bank account. This option is available for all customer types and classes.
- (b) Debit/Credit card where you authorize a payment to be charged to your designated debit/credit card. This option is available to residential and small commercial customer classes only.

Online payments may have a delay in posting when made after-hours, weekends, and holidays. While the system normally reflects your payment within minutes after it is processed, there may be posting delays during maintenance windows that normally take place after normal business hours, which may include weekends and holidays.

The scheduled payments feature within SmartHub allows you to schedule one or more payments in advance for your BrightRidge account(s) and cancel any scheduled payments previously established. You have the option to choose to use an existing stored credit/debit card or bank account or enter a new payment method. Payments may be scheduled up to 90 days in advance. However, any scheduled payments set up past the due date are subject to late fees or disconnect of service if the payment is received after the due date.

Auto pay enrollment authorizes BrightRidge to automatically debit your bank account or debit/credit card for payment. You agree that each auto-pay payment shall be the same as if it were an instrument personally signed by you. BrightRidge may impose processing fees and any bank charges for accounts found to contain insufficient funds. Customers participating in the budget billing program will be drafted the full amount due at the end of the budget year (June or July). The due date and draft date are the

same unless the due date falls on a holiday. In this instance, drafts will be on the business day before the due date.

Paperless Billing

Signing up for SmartHub does not automatically set your account to no longer receive a paper bill. The account setting gives you the ability to choose how you receive your bill. If you choose a paperless billing option then each month, you will automatically receive an email notification when your BrightRidge bill is issued. BrightRidge will forward any past due payment, collections, or shut-off notices through U.S. mail.

If you choose to utilize the paperless billing option, keeping your email up to date is imperative as you will not receive a paper bill to remind you.

Other Terms and Conditions

Information under the Usage tab within SmartHub presents interval metering data on your electric account. This data may be used for estimates and projections until such time as it is billed. Reported data goes through a verification process that takes 48 to 72 hours before being finalized. This means that the hourly or daily electric usage seen online could occasionally include estimated data or may be missing data because of temporary system availability, communication issues with the meter or other technical issues.

Certain pages and tabs on the SmartHub web site are hosted by a third party. On those pages and tabs, the third party's terms and conditions apply in addition to BrightRidge's terms and conditions. The third party's privacy policy applies instead of BrightRidge's privacy policy.

BrightRidge reserves the right in its sole discretion to prevent any User from accessing this web site in connection with SmartHub. Without limiting the generality of the foregoing, BrightRidge may suspend use of SmartHub for any User using any automatic device to retrieve, index, "scrape," "data mine," or otherwise gather SmartHub content, or reproduce or circumvent the navigational structure or presentation of SmartHub, or where circumstances reasonably indicate that passwords may have been obtained by third parties or that unauthorized access may be occurring, such as the existence of excessive logins or attempted logins within a short period of time.

SmartHub will be operated and subject to applicable laws, rules, regulations, and decisions of federal and state governmental authorities having jurisdiction, as in effect from time to time. Information that you supply to BrightRidge using SmartHub may be used for purposes of collecting debts and other payment amounts owed to BrightRidge.

Use of SmartHub, and any BrightRidge service accessed, is at your sole risk. Although BrightRidge has endeavored to create a secure and reliable service, the confidentiality or security of any communication transmitted or accessible over the Internet cannot be guaranteed. We do encrypt your financial account numbers on our systems and in transmission and comply with all applicable laws in managing such information. Accordingly, BrightRidge and its affiliates are not responsible for the security of any

information transmitted or accessed using the Internet. Actual or attempted unauthorized use of this SmartHub service may result in criminal and/or civil prosecution.

BrightRidge reserves the right to change these BrightRidge SmartHub Account Terms and Conditions as needed from time to time.