

Railbelt Reliability Council Website Privacy Policy and Terms of Use

The following **Privacy Policy** states how the Railbelt Reliability Council (RRC) will collect, manage, and use personal information provided to the RRC by users of the RRC website (this “Website”). The **Terms of Use** are the rules governing users’ use of this Website. Your continued use of this Website constitutes your acceptance of the terms of the Privacy Policy and Terms of Use and agreement to be bound by them.

The RRC reserves the right to modify the **Privacy Policy** and **Terms of Use** at any time without individual notice to users. Any such modifications will be posted on this Website. Users are responsible for regularly reviewing updates to the **Privacy Policy** and **Terms of Use**. Continued use of this Website following such modifications constitutes acceptance of the amended **Privacy Policy** and **Terms of Use**.

PRIVACY POLICY

Use of Information

The RRC may use any information provided to the RRC by a Website user, including any personal information, as necessary to conduct RRC business and comply with the RRC Rules and applicable state statutes and regulations. The RRC will not release personal information to third parties except to further the purpose for which the user has provided such information, or if release is required or permitted by law. The RRC may share user information with third parties in certain situations. In particular, the RRC may share user data with third party processors as needed to serve its legitimate business interests, including but not limited to: administration of the Website, communicating with users, delivering RRC services, protecting the security of the RRC and Website, and cooperating with the Regulatory Commission of Alaska and other state agencies. The legal basis for the RRC’s disclosure of user data is both your Consent to this Privacy Policy and the RRC’s right to protect and promote the public’s interests. The RRC does not sell or trade non-public personal information to anyone.

Information Collection and Storage

If a user visits this Website to read, submit, upload, or download information, the RRC collects and stores the default information that is customarily logged by server software, such as: (i) the name or numeric address given to the computer, device, or server from which the user connected to the Internet, (ii) the date and time the user accessed this Website, (iii) the type of web browser used, and (iv) the Internet address of the website from which the user linked directly to this Website. The logs are reviewed periodically by the RRC. The RRC reviews aggregated information to learn about the number of users on this Website and the types of technology used by users. Except as needed to protect the security of this Website, the RRC does not attempt to identify individual users or the usage patterns of individual users.

Site Security

For security purposes and to ensure that this Website remains available to all users, the RRC’s computer system may employ software programs to monitor network traffic and identify unauthorized attempts to upload or change information or otherwise cause damage. Anyone using this system expressly consents to such monitoring and is advised that if such monitoring reveals evidence of possible abuse or criminal activity, such evidence may be provided to law enforcement officials. Unauthorized attempts to upload or change information on this server are strictly prohibited and may be punishable by law.

Links to Third-Party Websites

This Website may contain links to third-party websites that are provided solely as a convenience to users. The RRC does not endorse the content of any third-party websites. Such websites are subject to their own respective privacy policies and terms of use, which may differ from the **RRC Privacy Policy and Terms of Use**. The RRC has no control over third-party websites and assumes no responsibility for either the content or a user's privacy once the user has followed a link to the site.

Questions about this **Privacy Policy** should be directed to info@akrrc.org.

TERMS OF USE

PLEASE READ CAREFULLY BEFORE USING THIS WEBSITE

Use of Website

All materials published on this Website—including but not limited to written content, photographs, graphics, images, illustrations, marks, logos, audio recordings or video clips, flash animation, and models—are protected by the RRC's copyrights or trademarks or those of the RRC's employees, officers, directors, principals, agents, representatives, consultants, and subcontractors. You are not permitted to modify, participate in the transfer or sale of, create derivative works of, or in any way financially exploit any of the materials or content on this Website in whole or in part. Access to and use of this Website does not confer any license or ownership interest in either the form or content of this Website, including any confidential information, proprietary information, or intellectual property of any kind or nature, and the RRC hereby expressly reserves such rights and property in their entirety.

Some of the RRC's Internet services are designed to let you upload, submit, store, send, receive, or share content. Users have no obligation to provide any content to this Website and are free to choose the content that they want to provide. If you choose to upload or share content, please make sure you have the necessary rights to do so and that the content is lawful.

Users are solely responsible for all materials, whether publicly posted or privately transmitted, that may be uploaded, posted, emailed, transmitted or otherwise made available on this Website ("User Content"). Users hereby grant the RRC and its employees, officers, directors, principals, agents, representatives, consultants, and subcontractors a worldwide, irrevocable, royalty-free, nonexclusive, sub-licensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute and publish User Content and subsequent versions of User Content for the purposes of: (i) displaying User Content on this Website, (ii) distributing User Content, either electronically or via other media, to users seeking to download or otherwise acquire it, and/or (iii) storing User Content in a remote database accessible by end users. This license shall apply to the distribution and storage of User Content in any form, medium, or technology now known or later developed. Any opinions or positions contained in User Content are those of the User and may not represent the opinions or positions of the RRC.

This Website contains content that the RRC creates as well as content provided by third parties in the appropriate sections. The RRC does not guarantee the accuracy, integrity, or quality of the public comment and third-party content on the Website, and you may not rely on any of this content. Without limitation, the RRC is not responsible for any User Content on the RRC's Website or content provided by

third parties. The RRC makes no representations or warranties regarding accuracy, integrity, or quality of the content, information, and/or data on this Website, and in no event shall the RRC be liable for any damages of any kind, including, but not limited to, direct, indirect, general, special, incidental, or consequential damages arising out of such content, information, and/or data. You may be exposed to content that you find offensive, indecent, objectionable or that is inaccurate, and you bear all risks associated with using that content. The RRC has the right, but not the obligation, to remove any content that may, in RRC's sole discretion, violate these **Terms of Use**, RRC Rules or policies, or that is otherwise objectionable.

Use of this Website is subject to existing laws. Nothing contained in the **Terms of Use** shall limit the RRC's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of this Website. Unauthorized access or use of this Website is a breach of the **Terms of Use** and may be a violation of law. You agree not to access or use this Website by any means other than through the interface that is provided by the RRC for use in accessing or using this Website. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of this Website.

This Website is operated and maintained from the United States, and the RRC makes no representation that any content on this Website is permissible or available for use outside of the United States. You are solely responsible for complying with the applicable laws in the jurisdiction in which you access or use this Website. If you access or use this Website from outside the United States, you do so at your own risk.

Services

Some of the services offered on this Website ("Services") may be subject to additional conditions provided in RRC Rules or policies, which are available on the Website. Your use of those Services is subject to those conditions, which are incorporated into the **Terms of Use** by reference. In the event of a conflict or ambiguity between these **Terms of Use** and any additional posted conditions, the provisions of the additional conditions shall prevail.

The RRC has the right, but not the obligation, to take any of the following actions in its sole discretion at any time and for any reason without any prior notice: (i) restrict, suspend, or terminate your access to all or any part of the Services, (ii) change, suspend, or discontinue all or any part of the Services, (iii) refuse, move, or remove any material that you submit to this Website for any reason, (iv) refuse, move, or remove any content that is available on this Website, and/or (v) establish general practices and limits concerning use of this Website. You agree that the RRC will not be liable to you or any third party for taking any of the actions listed above.

You understand and agree that the Services may include communications such as service announcements and administrative messages from the RRC or from its employees, officers, directors, principals, agents, representatives, consultants, and subcontractors and that these communications are considered part of the Services. Relevant Users will not be able to opt out of required communications.

Disclaimers

The RRC does not warrant that this website will be uninterrupted or error-free. In addition, the RRC does not make any warranty as to the content on this Website. This website and its content are distributed

on an “as is”, “as available” basis. Any content that you download or otherwise obtain through this Website is done at your own discretion and risk, and you will be solely responsible for any potential damages to your device or loss of data that results from your download of any such content. Neither the RRC nor any of its employees, officers, directors, principals, agents, representatives, consultants, and subcontractors makes any warranty that (i) this Website will meet your requirements, (ii) this Website will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of this Website will be accurate or reliable, (iv) the quality of any products, services, information, or other content that you obtain through this website will meet your expectations, and (v) any errors will be corrected. Neither the RRC nor any of its employees, officers, directors, principals, agents, representatives, consultants, and subcontractors makes any 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, with respect to this Website, any content, or any of its Services, tools, products or properties. You expressly agree that you will assume the entire risk as to the quality and performance of this Website and the accuracy or completeness of content on this Website.

Limitation of Liability & Indemnification

Neither the RRC nor its employees, officers, directors, principals, agents, representatives, consultants, and subcontractors shall be liable for any direct, indirect, incidental, special, or consequential damages arising out of the use of or inability to use this website, even if such party has been advised of the possibility of such damages.

Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, the RRC’s liability and that of its employees, officers, directors, principals, agents, representatives, consultants, and subcontractors shall be limited to the greatest extent permitted by law.

You hereby agree to indemnify, defend, and hold harmless the RRC and its employees, officers, directors, principals, agents, representatives, consultants, and subcontractors from and against any and all direct or indirect harm, damages, liability, losses, costs and expenses (including attorneys' fees and costs of litigation) of any and all kinds incurred in connection with any claim including, without limitation, claims for defamation, violation of rights of publicity and/or privacy, copyright infringement, or trademark infringement arising out of: (i) your access to and use of this Website, (ii) your violation of these **Terms of Use**, (iii) your violation of any applicable law, (iv) your violation of any rights of any third party, or (v) any negligent or willful misconduct by you.

Miscellaneous

These **Terms of Use** shall be construed in accordance with the laws of the State of Alaska, without regard to conflicts of laws principles.

No agency, fiduciary, partnership, joint venture, or employer and employee relationship is intended or created by the **Terms of Use** or your access to or use of this Website. You agree to use this Website in compliance with all applicable laws and regulations. The RRC reserves the right to suspend, disable, or change this Website at any time without notice. The RRC's failure to exercise or enforce any right or provision of the **Terms of Use** shall not constitute a waiver of such right or provision. Any claim or cause of action arising out of or related to use of this Website or these **Terms of Use** must be filed in

accordance to the relevant statute of limitations. These **Terms of Use**, including all terms, conditions, and policies that are incorporated into the **Terms of Use** by reference, constitute the entire agreement between you and the RRC and govern your use of this Website, superseding any prior agreements that you may have with the RRC. If any part of these **Terms of Use** is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the **Terms of Use** shall continue in effect.

All inquiries regarding these Terms of Use should be directed to info@akrrc.org.