

## **Newfoundland Power Outage Alerts Terms and Conditions**

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1. Outage Alerts provide on-the-go access to important information regarding large power outages.

How you can register:

**Option 1:** To register for this service using your mobile phone, text **REG** to **63797** (NFPWR). You will need two pieces of authentication to complete your subscription - your 10-digit Newfoundland Power account number and the last 4 digits of a phone number listed on your account.

**Option 2:** Log into your Newfoundland Power “My Account” to sign up for text and/or email alerts. You can add multiple phone numbers and/or email addresses to your account. Once you have logged into your online account, select the “Manage Outage Alerts” link in the left-hand column. From there, you can enable SMS text message and/or email Outage Alerts by entering your contact information.

If you do not have a “My Account” login, you can create one using your account number and meter number at [newfoundlandpower.com](http://newfoundlandpower.com).

**By opting-in to Outage Alerts or otherwise using Outage Alerts at any time, you agree that you have read and understood, and that you accept and agree to be bound by, these Terms and Conditions (including Newfoundland Power’s Terms of Use and Privacy Policy), without limitation or qualification. When you voluntarily opt-in to SMS text message alerts using 63797 (NFPWR), we will send you a SMS text message to confirm your opt-in for notifications. Similarly, if you opt-in to email alerts, we will send you an email to confirm your opt-in for notification. If you do not agree with these Terms and Conditions, you may not use the Outage Alerts service.**

2. You are under no obligation to continue to use Outage Alerts and may cease using the service and cancel at any time and without prior notice to Newfoundland Power. To cancel your SMS text message service, text **STOP** to 63797 to stop and opt-out. We will send you an SMS message to confirm that you have been unsubscribed. To cancel your email message service, visit My Account, select “Manage Outage Alerts” and remove your email address. After this, you will no longer receive SMS text and/or email messages from Newfoundland Power. If you want to join again, just follow the same procedure above to register and we will start sending Outage Alerts to you again.

3. If, at any time, you forget what keywords are supported, just text **HELP** to 63797 for help. We will respond with several keywords supported by our service: **HELP (AIDE), STOP(ARRET), INFO, PAU,** and **RES.**

4. We are able to deliver SMS messages to the following major mobile phone carriers: Aliant Mobility, Bell Mobility, Eastlink, Fido, Mobilicity, MTS, NorthernTel Mobility, Public Mobile, Rogers Wireless, SaskTel Mobility, Telebec Mobilite, TELUS Mobility, Videotron, Virgin Mobile Canada and WIND Mobile.

5. While there is no cost imposed by Newfoundland Power for you to use the SMS notification service, standard text messaging and data rates may apply based on your plan with your mobile phone carrier. Message frequency varies. If you have any questions about your text plan or data plan, please contact your wireless provider. For general questions about the services provided by the short code, you can send an email to [CustomerRelations@newfoundlandpower.com](mailto:CustomerRelations@newfoundlandpower.com).

### **User Conduct**

You acknowledge and agree that you may not, and warrant that you will not:

- a) Send or otherwise make available content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or contains hate speech.
- b) Use the Outage Alerts service in violation of any local, provincial and/or federal law.

### **Rights**

By registering for Outage Alerts, you grant Newfoundland Power the perpetual (subject to your rights below), irrevocable (subject to your rights below) license to use, distribute, sublicense, reproduce, modify, adapt, translate and publicly perform any and all text message content provided by you to Newfoundland Power (in whole or in part), and to incorporate such content into other works in any format now known or later developed. This will only be done to the extent reasonably required for us to provide Outage Alerts to you.

### **No Warranties**

Your use of Outage Alerts is at your sole risk and the alert is provided on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, Newfoundland Power, its affiliates, partners, licensors, suppliers and agents (and each of their respective employees, officers, directors, shareholders and representatives) (collectively, the "Newfoundland Power parties") do not guarantee or warrant: (i) the performance, availability, coverage, uninterrupted use, security or operation of the Outage Alert; (ii) the accuracy, timeliness, reliability, truthfulness or completeness of the Outage Alerts, the Outage Alert content and/or the results obtained; and/or (iii) that the Outage Alert will meet your requirements. The Newfoundland Power parties do not make any express or implied representations, warranties or conditions, including warranties of title or non-infringement, or implied warranties of merchantable quality or fitness for a particular purpose, with regard to the Outage Alerts or the Outage Alert content. You expressly agree that your participation in the SMS is at your own risk. All representations, warranties and conditions of any kind, express or implied, are excluded to the maximum extent permitted by applicable law.

### **Limitation of Liability**

The Newfoundland Power parties will not be liable to you or any third party for any direct, indirect, incidental, special, consequential, exemplary, economic or punitive damages or any loss (including loss of profit or revenue, financial loss, loss of business opportunities, personal injury, death or any other foreseeable or unforeseeable loss, however caused) that results from or relates directly or indirectly to any aspect of the Outage Alert, the Outage Alert content, your participation in the Outage Alert, even if we were negligent or were advised of the possibility of such damages, whether based on contract, tort, negligence, strict liability or otherwise, including but not limited to: (i) the use or the inability to use the Outage Alerts; (ii) statements and/or Outage Alert content; (iii) our termination, restriction or suspension of Outage Alerts; (iv) our changes to Outage Alerts; (v) any unavailability of Outage Alerts; (vi) any errors in the Outage Alert content; and/or (vii) any other matter relating directly or indirectly to Outage Alerts. These limitations apply regardless of whether the party liable or allegedly liable was advised, had other reason to know, or in fact knew of the possibility of such damages or loss.

### **Service Changes and Termination**

Newfoundland Power may amend, restrict, suspend or otherwise change, at any time, any aspect of Outage Alerts, including any provision of these Terms and Conditions (including Newfoundland Power's Terms of Use and Privacy Policy.) If you do not accept such change, your remedy is to terminate your participation in Outage Alerts as set out above. Your continued use of Outage Alerts after any changes to these Terms and Conditions constitutes your acceptance of the new terms. Newfoundland Power reserves the right to terminate Outage Alerts or disable any subscriber's use of or access to Outage Alerts for any reason and without any notice, and to refuse access to any prospective subscriber for any reason. Your participation in Outage Alerts will be automatically terminated as of the date you cease to be a customer of Newfoundland Power for any reason.