



# Joint Use Map Portal (JUMP)

# Terms & Conditions

## TERMS OF USE

(REVISED: OCTOBER 3, 2018)

NOTE: BY USING THIS WEBSITE, YOU WILL BE ACCEPTING THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS WEBSITE.

The Joint Use Map Portal website is located at [pge.com/jump](http://pge.com/jump).

This Website, (the "Website") is operated by Pacific Gas and Electric Company ("PG&E," "the Company," "we," "us" or "our"). We are located at 77 Beale Street, San Francisco, California 94105; telephone 1-800-743-5000.

Please check these Terms of Use frequently, as we may from time to time unilaterally amend the Terms of Use by posting revised language on the Website. The most up-to-date version of these Terms of Use will always be available for your review on the Website. Amendments will become effective at the time they are posted on the Website. Your continued use of the Website after amendments are posted will constitute your acceptance of such amendments.

We may, at any time, modify or discontinue any aspect or component of the Website. If you breach any of the Terms of Use, we may terminate your Website use. Upon termination, you agree to immediately delete and/or destroy any downloaded or printed materials obtained from the website.

## General

Through the Website, access shall be granted to technical information and materials including, but not limited to: pole loading data calculations, intrusive testing data and distribution maps owned by PG&E, its parent company, subsidiaries or affiliates, and/or owned by third parties in possession of, or licensed to PG&E, and which constitute valuable, confidential proprietary information, know-how, and trade secrets belonging to PG&E, its parent company, subsidiaries or affiliates and/or third parties (hereinafter referred to as "Proprietary Information").

You may view, download and/or print materials displayed on the Website, provided you retain all copyright, trademark and other proprietary notices displayed on these materials.

Any use of these materials in publications, other websites or presentations, without PG&E's written consent, is strictly prohibited and punishable by law.



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## User Accounts

The Website offers a variety of functions and services. To protect privacy, we may require you to establish one or more User Accounts to access such Services (“User Account”). We reserve the unqualified right (i) to accept or decline an application to open a User Account; (ii) to terminate any User Account and (iii) to discontinue the provision of any Service related to such User Account.

In connection with opening your User Account, you will either designate or receive a user name and password to establish your identity when logging in to use certain Services. You agree (i) to provide accurate and complete information when opening a User Account; (ii) to update your information as necessary so it remains accurate and complete and (iii) not to impersonate any other person, operate under an alias, or otherwise conceal your identity.

By establishing a User Account and obtaining access to customer energy and billing data, you are agreeing and representing that you are (1) the PG&E customer for such energy and billing data; or (2) a representative of the PG&E customer, duly and expressly authorized in writing by the customer to obtain access to such energy and billing data on that customer’s behalf to an authorized representative of a PG&E customer (written consent to be provided upon request).

The right to use the Services and functions of a User Account on the Website is limited to you as the enrolling party. You are responsible for safeguarding your user name and password and agree to hold PG&E harmless from any claims resulting from improper use of your user name and password. You agree to be responsible for all acts or omissions with respect to use of your User Account. Please notify us immediately by email if you believe the security of your user name or password has been compromised in any way.

Information collected from you on the Website (including information about your company energy account and personal information) is subject to the PG&E Website [Privacy Policy](#).

## Services

**Joint Use Map Portal (JUMP).** Other utilities and their authorized service providers can enroll in JUMP and have access to certain functions:

- **Updating User Account.** As a user of PG&E’s JUMP Portal, it is your responsibility to ensure that all information, such as your name, email address and company information, is current, accurate and updated promptly. If your contact information is not correct, PG&E will be unable to communicate with you regarding your account.



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- **Pole Search.** PG&E's JUMP Portal allows searching for pole information across its territories. Information about the pole's last inspection and site visit are provided.
- **Contact Us.** This feature allows users to communicate with our internal staff and provide corrections, or other comments that may be discrepancies between what is out in the field vs what is on the PG&E database.
- **Withdrawal from JUMP.** You may decide to withdraw from participating in the JUMP enrollment. If you wish to cancel your participation in this program, please go to the Registration section and request to be removed. Your company may also contact our Owner to Owner (OTO) group to request that the user login be suspended or revoked.

### Outside Services

The Website may enable you to access certain outside services provided by third-party web operators. In certain instances, the third-party content may be "framed" in such a way it appears you are still on PG&E's Website. In such cases, we will have agreements with those third parties whose websites you may be transferred to, under which the third parties agree to provide content without errors and omissions. They also agree to maintain the confidentiality of your personal information, and to use it only to help us serve you.

### Linking, Framing, Bots and Spiders

**Links to Third-Party Sites.** The Company may display links to websites or electronic services sponsored by third parties. PG&E is not responsible for the content or operation of third-party websites or electronic services reached by virtue of such links or content, and the presence of such links or content does not imply PG&E endorses or is affiliated with such third-party websites, services or third parties, or any services or products they offer. The submitting third parties, and not the Company, are solely responsible for any advertisements, opinions, advice, statements, services, offers, data, information, content, or other materials that such third parties express or make available.

**Links to the Website.** The Website may not be linked to in such a way that the pages of the Website are displayed within a frame on a third-party website, or are otherwise displayed on a browser screen accompanied by advertising or other content not found on the Website. The fact that a third party provides a link to the Website will not in any way be or imply an endorsement, agency, joint venture or similar relationship between PG&E and any such third party.



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**Mining.** No user or third party is authorized to use any software, bots, spiders, or other information-gathering devices or programming routines to monitor, copy, or otherwise “mine” information displayed on the Website for display on or use with any Website or service, except as authorized by PG&E or by a PG&E customer of record.

## Copyrights

All content on the Website, including all text, graphics, artwork, logos, buttons, icons, images, audio clips, video clips, software and code, is the copyrighted property of the Company or other content suppliers and is protected by U.S. and foreign copyright laws and international conventions. Any unauthorized use of materials on this Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations or statutes. Except as allowed in these Terms of Use, such content may not be reproduced, modified, edited, distributed, republished, downloaded, displayed, posted, sold, or transmitted (in whole or in part) in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or otherwise, without the express prior written permission of PG&E or any other copyright owner.

## Trademarks

The trademarks, service marks, logos, graphics, page headers, button icons, scripts, domain names, URLs and other identifiers (“Trademarks”) used and displayed on the Website are registered and unregistered Trademarks of the Company and others in the United States and other countries. No display or use of such Trademarks may be made without the express prior written permission of PG&E or other Trademark owner, as the case may be. You may not use any meta tags or any other “hidden text” utilizing PG&E’s name or Trademarks without the express prior written permission of PG&E.

If you believe that material included on the Website infringes another party’s trademark rights, contact us promptly so PG&E may investigate the situation and, if appropriate, block or remove the material.

## Security

When you log in to Services requiring a user name and password, any personal information you enter in fields or forms provided in these Services are secured using an industry standard security technology known as Secure Sockets Layer (SSL). By using SSL, we attempt to safeguard the confidentiality of your user name, password and other personal information. For SSL to work, your browser must be capable of supporting SSL. Please check with your browser manufacturer for details.



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## User Conduct

While using the Website or any Service, you may not:

- Retransmit, republish, distribute, reuse, resell, repost, re-engineer or make multiple copies of the Website or any portion thereof without PG&E's prior written consent.
- Upload, post, publish, transmit, reproduce or distribute through the Website any material that infringes any third party's copyright, patent, trademark, service mark, trade dress, trade secret or other proprietary rights, or which violates any contractual, fiduciary, or judicially imposed nondisclosure obligations.
- Engage in conduct during use of the Website that is unlawful, threatening, harassing, abusive, fraudulent, defamatory, libelous or invasive of the privacy or publicity rights of others.
- Upload, post, publish, transmit, reproduce or distribute through the Website any material that contains advertising solicitations, bulk unsolicited emails or spam, chain letters, pyramid opportunities or offers for the sale of goods or services.
- Upload, post, publish, transmit, reproduce or distribute through the Website, or place any links on the Website to, any material that is vulgar, obscene, profane, hateful, sexually explicit or otherwise objectionable.
- Alter, interfere or disrupt the content or functioning of the Website or the Service, including but not limited to uploading, posting or transmitting any material that (i) contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that damage, interfere with, capture, intercept or expropriate the Website or any data contained therein; or (ii) disproportionately burdens the operation of the Website.
- Use the Website to gain unauthorized entry or access to other computer systems or networks
- "Mirror" the Website or any of its content on any other server without the express prior written permission of PG&E.
- Impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any content you post or otherwise transmit to us or via the Website.



# Terms & Conditions

- Upload, post, publish, transmit, reproduce or distribute through the Website any material encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law, regulation or government order.

## Termination

In PG&E's sole and absolute discretion, we may, without notice, restrict or terminate any person's use of the Website and any service, user accounts, user names or passwords. Upon termination, you agree to immediately delete or destroy any downloaded or printed material obtained from the Website. Any such restriction or termination will not relieve any person of obligations incurred and accrued prior to the effective date of such termination.

## Disclaimer of Warranties

The Website and any content, information, software, functions and applets provided on or through the Website are made available on an "as is" and "as available" basis. PG&E does not warrant the Website or any content or Service provided in connection with the Website will be timely, secure, uninterrupted or error-free, or that defects in the Website or in any content or service provided on or through the Website, if any exist from time to time, will be corrected.

The Company will not be responsible for errors, omissions, interruptions, deletions, defects or delays in the operation or transmission of the Website, any Services or related content, for communication line failures, or for computer viruses associated with the operation of the Website. The Company makes no warranty regarding any information made available through or on the Website. THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE WEBSITE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK.

No PG&E employee, agent, representative or any third party is authorized to create any warranty of any kind not expressly made in these Terms of Use.

## Limitation of Liability

PG&E, its affiliates or subsidiaries, and their officers, directors, employees, agents, successors, or assigns, will not be liable to you or any third party for any indirect, consequential, incidental, exemplary, special or punitive damages (including without limitation damages resulting from lost data, lost profits or costs of procurement of



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substitute products or services) arising out of or in connection with the Website or any of the Services available on or through the Website.

In no event will the liability of PG&E, its affiliates or subsidiaries, or their officers, directors, employees, agents, successors or assigns, under any theory of liability (whether in contract, tort, strict liability or otherwise) exceed \$500, regardless of whether such parties have been advised of the possibility of such damages. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS IN SECTION 11 ("DISCLAIMER OF WARRANTIES") AND THIS SECTION 12 ("LIMITATION OF LIABILITY") MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

### Indemnity

You agree to defend, indemnify, and hold harmless PG&E, its affiliates and subsidiaries, and their officers, directors, employees, agents, successors or assigns from any and all claims, liabilities, costs, and expenses (including reasonable attorneys' and experts' fees) arising in any way from your use of the Website or the placement or transmission of any message, information, software, or other materials or content on or through the Website by you or users of your User Account or related to any violation of these Terms of Use by you or users of your User Account.

### Other

The Company controls and operates this Website from its headquarters in San Francisco, California, USA. If you use this Website from other locations you are responsible for compliance with applicable local laws. These Terms of Use will be governed by the substantive laws of the State of California, as applied to contracts entered into between California residents and performed in California, regardless of whether you reside or transact business with the Company in California or elsewhere.

Use of the Website will be deemed to take place solely in California. You agree the courts located in San Francisco, California, will have exclusive jurisdiction over any and all disputes arising out of or related to these Terms of Use or your use of the Website, and you agree to submit to the jurisdiction of such court. The prevailing party in any dispute will be entitled to its reasonable attorney fees and costs, in addition to all other available recovery and relief.



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If any provision of these Terms of Use is held to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

The Terms of Use, which incorporate by reference PG&E's Website Privacy Policy, state the entire agreement between you and PG&E relating to your use of the Website, and all prior and contemporaneous agreements and understandings relating to the subject matter of these Terms of Use are superseded by and merged into these Terms of Use. These Terms of Use may not be amended except by PG&E as provided herein.

You may direct any questions about these Terms of Use to:

Pacific Gas and Electric Company  
Director, Online Communications  
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