Terms of Use

Legal Notice and Terms of Use
Welcome to the Hawaiian Electric Industries, Inc. ("HEI") website (the "Site"), which is hosted on HEI’s behalf by S&P Global Market Intelligence ("S&P"). The following notices, disclaimers, terms and conditions (collectively, the "Terms") govern your use of the Site. We encourage you to read these Terms before using the Site. By using this Site, you agree to the Terms as well as to the Site's Privacy Policy.

Ownership and Use of Site and Content
This Site and its contents are owned and copyrighted by HEI and its subsidiaries, S&P or licensed from other third parties. You may access and download the content of the Site for noncommercial, internal, and informational purposes only. All copies that you make of material from the Site must bear any copyright, trademark or other proprietary notice located on the Site that pertains to the material being copied. Except as authorized in this paragraph, you are not being granted a license under any copyright, trademark or other intellectual property right in the Site material or any products, services, processes or technology described therein. All such rights are reserved by HEI, its subsidiaries, S&P and/or any other third-party owner of such rights.

You agree to access the Site and its contents manually and not automatically through the use of a program or other means. You agree not to take any action, alone or with others, that would interfere with the operation of the Site, to alter the Site in any way, or to impede others’ access to and freedom to enjoy and use the Site. HEI and/or S&P reserve all rights not expressly granted, including the right to terminate your use of the Site without notice.

Information You Provide Via the Site
Any personal information (such as your name, address, telephone number or email address) you provide to HEI through the Site will be used in accordance with the Site's Privacy Policy. Any other communication or material you transmit to the Site, such as questions, comments or suggestions, will be treated as non-confidential and non-proprietary.

Email Updates
If you have registered to receive email updates through the Site, notices about HEI will periodically be sent to the email address you have provided to us. You may unsubscribe at any time.

Links to Third Party Sites
This Site may contain links to third party websites; we do not control such websites and are not responsible for their content. The inclusion of a link to a third party website on this Site does not imply that HEI or its subsidiaries or S&P endorses the other website, the entity that owns such website, or any information, products or services provided or described on such website.

Disclaimer of Warranties
THIS SITE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" BASIS. HEI, ITS SUBSIDIARIES, S&P AND ANY OTHER PROVIDERS OF INFORMATION ON THIS SITE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY, OPERABILITY, PERFORMANCE, SECURITY OR ABSENCE OF VIRUSES. YOU ASSUME ALL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE SITE.

Limitation of Liability
NONE OF HEI, S&P OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES OR SHAREHOLDERS SHALL BE LIABLE FOR ANY DIRECT OR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR ANY OTHER LOSSES ARISING OUT OF OR RELATING TO THE SITE, THE USE OF OR INABILITY TO USE THE
SITE OR ITS CONTENTS. YOU HAVE SOLE RESPONSIBILITY FOR THE PROTECTION OF ANY EQUIPMENT YOU USE TO ACCESS THE SITE OR ANY DATA STORED ON SUCH EQUIPMENT.

It is your responsibility to evaluate the accuracy, completeness or usefulness of any of the contents on the Site. The Site does not represent an offer, solicitation or recommendation with respect to the purchase or sale of any security. Please seek the advice of professionals regarding the evaluation of any of the information on the Site.

Indemnity
You agree to indemnify and hold HEI, S&P, and their respective directors, officers, employees, agents, representatives, affiliates or shareholders harmless from and against all claims and expenses, including attorney's fees, made by any third party arising out of content you transmit through the Site, your use of the Site or its contents, or your violation of these Terms.

Changes to These Terms
We reserve the right to modify these Terms at any time without prior notice. If we revise these Terms, we will post the revised version on this page with an updated effective date.

General Information
If a claim is brought by or against HEI, these Terms are governed by the laws of the State of Hawaii, without regard to its conflicts of law principles, and you agree to the personal and exclusive jurisdiction of the courts located in the City and County of Honolulu for any dispute arising with respect to the Site, the Site's Privacy Policy or these Terms. If a claim is brought by or against S&P, these Terms are governed by the laws of the State of New York, without regard to its conflicts of law principles, and you agree to the personal and exclusive jurisdiction of the courts located in the County of New York for any dispute arising with respect to the Site, the Site's Privacy Policy or these Terms. If any part of these Terms is unenforceable, such part will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

Revised September 2016