

Terms and Conditions

Terms Revised: April 10, 2019

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE AND RELATED SYSTEMS AND APPLICATIONS.

Terms of use

These Terms and Conditions apply to your use of these Websites and related systems and applications owned by Evergy, Inc. ("Evergy") (www.evergyinc.com) and its subsidiaries Kansas City Power & Light Company ("KCP&L"), KCP&L Greater Missouri Operations Company ("GMO") (www.kcpl.com), and Westar Energy, Inc. ("Westar") (www.westarenergy.com) and affiliates collectively "Websites" or "Sites". By accessing or using, you agree to be bound by all of the Terms and Conditions set forth within. Evergy and its subsidiaries and business partners provide the information and services on these Websites to you, the user, conditioned on your acceptance without modification of the terms, conditions and notices contained herein. Your use of these Websites constitutes your agreement to all such terms, conditions, and notices. **THESE TERMS AND CONDITIONS APPLY TO BOTH CUSTOMERS AND NON-CUSTOMERS OF EVERGY AND ITS SUBSIDIARIES' PRODUCTS AND SERVICES.**

The information and services offered on these Sites are provided with the understanding that neither Evergy, nor its business partners or users, are engaged in rendering legal services or other such advice. Your use of these Websites is subject to the additional disclaimers, caveats, and terms that may appear throughout the Sites. We are not providing investment advice through these Sites, and the material on these Sites should not be regarded as an offer to sell, or a solicitation of an offer to buy, any securities of Evergy and its subsidiaries.

If you do not accept these Terms and Conditions, please do not use these Websites. Evergy and its subsidiaries may, in its sole discretion, revise these Terms and Conditions at any time; therefore, it is recommended that you visit this page periodically to review the Terms and Conditions.

Evergy and its subsidiaries and agents assume no responsibility for any consequence relating directly or indirectly to any action or inaction that you take based on the information, services, or other material on this Site. While Evergy and its subsidiaries strive to keep the information on this Site accurate, complete and up-to-date, Evergy and its subsidiaries and business partners cannot guarantee, and will not be responsible for any damage or loss related to, the accuracy, completeness, or timeliness of the information.

Use of Site Content

The contents of these Websites, such as text, graphics, images and other materials ("content") are protected by copyright under both United States and foreign laws. Evergy and its subsidiaries

authorize you to view and download a single copy of the content for your personal use. Unauthorized use of the content violates copyright, trademark, and other laws. You agree to retain all copyright and other proprietary notices contained in the original content on any copy you make of such material. You may not sell or modify our content or reproduce, display, distribute, or otherwise use the content in any way for any public or commercial purpose. Use of the content on any other Website is prohibited. You may not use these Websites for the purpose of competing with Evergy and its subsidiaries.

The foregoing prohibition expressly includes, but is not limited to, the practices of “screen scraping” or “database scraping” to obtain lists of users or other information. If and when requested by Evergy or its subsidiaries, you agree to provide true, accurate, and complete user information. You agree to refrain from impersonating or falsely representing your affiliation with any person or entity. Except with the written permission of Evergy or its subsidiaries, you agree to refrain from accessing or attempting to access password protected, secure or non-public areas of these Sites. Unauthorized individuals attempting to access prohibited areas of these Sites may be subject to prosecution.

You may not, without the prior written permission of Evergy and its subsidiaries, use any computer code, data mining software, “robot”, “bot”, “spider”, “scraper” or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on or accessed through these Sites.

Trademarks

The names, logos and marks appearing in these Sites are trademarks or service marks owned by or licensed to Evergy and its subsidiaries, unless otherwise noted. The use of these marks is prohibited without the prior written consent of Evergy and its subsidiaries.

Proprietary rights

All materials on these Sites (as well as the organization and layout of the Site) are owned and copyrighted, licensed by, and used with permission by Evergy and its subsidiaries and business partners. No reproduction, distribution, or transmission of the copyrighted materials at these Sites is permitted without the prior written permission of Evergy and its subsidiaries.

Your account

If you use these Sites, you are responsible for maintaining the confidentiality of your account ID and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account using your password. If your status as a user of a Site is terminated, you will immediately cease using the Site.

No unlawful or prohibited use

As a condition of your use of these Sites, you warrant to Evergy and its subsidiaries that you will not use these Sites for any purpose that is unlawful or prohibited by these terms. If you violate any of these terms, your permission to use the Site automatically terminates. Further, Evergy and its subsidiaries reserve the right to seek all remedies available at law or in equity for violations of these Terms and Conditions, including the right to block access to a Website.

You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, pornographic or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

You may not use these Websites in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of these Websites.

Access to and use of password protected and/or secure areas of a Website is restricted to authorized users only. Unauthorized individuals attempting to access these areas of these Websites may be subject to prosecution.

Disclaimer of warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF THESE SITES AND THE SERVICE OFFERED AT THESE SITES IS AT YOUR SOLE RISK. THESE SITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EVERGY AND ITS SUBSIDIARIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) EVERGY AND ITS SUBSIDIARIES MAKE NO WARRANTY THAT (i) THESE SITES OR SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THESE SITES OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THESE SITES OR THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THESE SITES WILL MEET YOUR EXPECTATIONS.

(c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THESE SITES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EVERGY AND ITS SUBSIDIARIES OR THROUGH OR FROM THESE

SITES OR ANY SERVICE OFFERED THEREAT SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TERMS AND CONDITIONS.

(e) EVERGY AND ITS SUBSIDIARIES MAKE NO WARRANTY AS TO SERVICES OR PRODUCTS THAT YOU RECEIVE FROM THIRD PARTY PROVIDERS WHO MAY PARTNER WITH EVERGY AND ITS SUBSIDIARIES TO PROVIDE YOU WITH THE OPPORTUNITY TO OBTAIN THEIR SERVICES OR PRODUCTS.

Limitation of liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT EVERGY AND ITS SUBSIDIARIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF EVERGY AND ITS SUBSIDIARIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THESE SITES OR SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO ON THESE SITES OR THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE ; (v) THIRD PARTY SERVICE PROVIDERS; OR (vi) ANY OTHER MATTER RELATING TO THESE SITES OR THE SERVICES.

Links

These Websites contains links to websites owned by third parties. These links are provided solely as a convenience to you and are not an endorsement by Evergy and its subsidiaries of the contents on the other sites. Evergy and its subsidiaries are not responsible for the content of any linked sites and makes no representations regarding the content or accuracy of materials on such sites. If you decide to visit any third-party sites using links from these Websites, you do so at your own risk.

Evergy and its subsidiaries prohibit caching, unauthorized hypertext links to our Websites, and the framing of any content available through our Websites. Evergy and its subsidiaries specifically disclaim any responsibility for the content available on any other websites linked to our Websites. Access to any other websites linked to our Websites is at the user's own risk.

Indemnity

By using this Website, you agree to defend, indemnify, and hold harmless Evergy and its subsidiaries, its officers, directors, employees and agents, from and against any and all losses, claims, damages, costs and expenses (including reasonable legal and accounting fees) that Evergy and its subsidiaries may become obligated to pay arising or resulting from your use of

these Sites or your breach of these Terms and Conditions. Evergy and its subsidiaries reserves the right to assume or participate, at your expense, in the investigation, settlement and defense of any such action or claim.

Use of submissions

You may submit questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information about Evergy and its subsidiaries, these Sites or our products and services. These submissions, whether posted to these Sites or provided to Evergy and its subsidiaries by email or otherwise, are non-confidential and shall become the sole property of Evergy and its subsidiaries. Evergy and its subsidiaries shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of the submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

By uploading or otherwise submitting a file or other information to the Website, you automatically grant, or warrant that the copyright owner of the information has expressly granted, to Evergy and its subsidiaries a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use, reproduce, publicly display, modify, store, create derivative works from, and/or distribute the information (in whole or part) and/or to incorporate it in other works in any medium now known or hereafter developed, as if the information were public domain information.

Changes to site

Evergy and its subsidiaries and business partners, may make improvements or changes in the information, services, products, and other materials on these Sites, or terminate these Sites, at any time without notice. Evergy and its subsidiaries may modify these Terms and Conditions at any time, and such modifications shall be effective immediately upon posting of the modified Terms and Conditions. Accordingly, you agree to review these Terms and Conditions periodically, and your continued access or use of these Sites shall be deemed your acceptance of the modified Terms and Conditions.

Governing law and jurisdiction

These Terms and Conditions and the resolution of any dispute related to these Terms and Conditions or these Sites will be governed by, and construed in accordance with, the laws of the State of Missouri, without regard to conflicts of law principles. Failure by Evergy or its subsidiaries to insist upon strict enforcement of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Any legal action or proceeding between Evergy or its affiliates and you related to these Terms and Conditions shall be brought exclusively in a federal or state court of competent jurisdiction sitting in the State of Missouri. If any of these terms shall be deemed invalid, void, or for any reason unenforceable, that term shall be deemed severable and shall not affect the validity and enforceability of any remaining term.

Age and responsibility

You represent that you are of sufficient legal age to use the Websites and to create binding legal obligations for any liability you may incur as a result of the use of the Websites. You understand that you are financially responsible for all uses of the Websites by you and those using your login information.

Additional Terms of Use applicable to Westar Energy's SMS texting and alert services

By agreeing to be bound by these Terms and Conditions, you agree to the Terms of Use for Westar Energy's SMS texting and alert service. If you do not agree to these terms, please cancel your registration in this service.

You must be at least 13 years old to use this service, and if you are under 18, your parent or guardian must have read and agreed to these terms before you subscribe.

By agreeing to the Terms of Use for Westar Energy's SMS texting and alert service, you give Westar Energy express consent and authority to deliver or cause to be delivered to you, at the cellular telephone number you provide to Westar Energy, SMS text messages. By agreeing to the Terms of Use for Westar Energy's SMS texting and alert service you also give Westar Energy express consent and authority to deliver or cause to be delivered to you, at the telephone or cellular telephone number you provide to Westar Energy, calls, including telemarketing calls, using an automatic telephone dialing system or an artificial or prerecorded voice.

You have the ability to cancel your registration to Westar Energy's SMS texting and alert service at any time by any reasonable means, including, by going online to www.westarenergy.com or by calling Westar Energy customer service at 1-800-383-1183, or by texting the keyword STOP to 97827. You will not be enrolled in a "mailing list" when you subscribe to this service. Message frequency varies.

To stop receiving all text messages, cancel your registration to Westar Energy's SMS texting and alert system. By agreeing to the Terms of Use for Westar Energy's SMS texting and alert system, you consent that following such a request to cancel your registration, you will receive one (1) final message from Westar Energy confirming that you have been inactivated in our system. Following such confirmation message, no additional text messages will be sent unless you re-enroll.

If you wish to only stop receiving marketing-related SMS text messages, text messages, other text-based messages, and/or calls, you may do so by notifying Westar Energy by any reasonable means, including, by going online to www.westarenergy.com, or by calling Westar Energy customer service at 1-800-383-1183. By stopping only marketing-related SMS text messages, text messages, other text-based messages, and/or calls, you will still receive all other SMS text messages, text messages, other text-based messages, and/or calls sent pursuant to the Terms of Use.

Canceling your registration will cease delivery of all SMS text messages, text messages, or text-based messages, as well as all calls, including telemarketing calls, using an automatic telephone dialing system or an artificial or prerecorded voice. Post-cancellation, Westar Energy may, in its discretion, call you via a live representative without using an automatic telephone dialing system.

Customers may re-enroll in Westar Energy's text message alert program at any time, by registering online at www.westarenergy.com or by calling Westar Energy customer service at 1-800-383-1183.

You understand and acknowledge that you are not required to participate in Westar Energy's SMS texting and alert service as a condition of purchasing any property, goods, or services. If you do not want to participate in Westar Energy's SMS texting and alert service, please cancel your registration.

The subject matter of SMS text messages, text messages, other text-based messages, and/or calls delivered to you pursuant to Westar Energy's SMS texting and alert service may relate, but shall not be limited, to outages, repairs, new products or services, your account, your bill, payment deficiencies, debt collection, and/or cessation of service. The Terms of Use shall apply to any telephone or cellular telephone number you have already provided Westar Energy and/or to any telephone or cellular telephone number that you provide Westar Energy at any time. All telephone or cellular telephone numbers you provide Westar Energy are incorporated herein by reference.

In the event that a telephone or cellular telephone number you provide to Westar Energy is reassigned, disconnected or otherwise no longer belongs to you, you shall immediately notify Westar Energy that said number be removed from Westar Energy's phone number distribution list.

You understand, acknowledge, and consent to Westar Energy contracting, in its discretion, with third parties to deliver to you the SMS text messages, text messages, other text-based messages, and/or calls made in accordance with the Terms of Use.

Westar Energy reserves the right to terminate this SMS texting service, in whole or in part, at any time without notice. The information in any message may be subject to certain time lags and/or delays. You are responsible for managing the types of SMS texts you receive. If you have any questions or need help, text the keyword HELP to 97827 or call Westar Energy at 1-800-383-1183.

Westar Energy does not charge for this service; however, be aware that message and data rates may apply from your mobile carrier. Subject to the terms and conditions of your mobile carrier, you may receive text messages sent to your mobile phone. By providing your consent to participate in our texting program, you approve any such charges from your mobile carrier.