

## **TERMS AND CONDITIONS**

### **General**

Welcome to the website ("IECA Website") of the Illinois Energy Conservation Authority NFP ("IECA"). Please carefully review these terms and conditions ("Terms of Use"), the Privacy Policy, and the terms and conditions on the IECA Website that govern particular offers or features ("Additional Terms and Conditions," together with these Terms of Use and the Privacy Policy, form the "Agreement") all of which collectively govern your use of and access to all of the IECA Website and any and all content, data and information contained therein. YOUR USE OF THE IECA WEBSITE CONSTITUTES YOUR UNCONDITIONAL AGREEMENT TO FOLLOW AND BE BOUND BY THIS AGREEMENT, AS MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME BY IECA, IN ACCORDANCE WITH THIS AGREEMENT. IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN THESE TERMS OF USE, THE PRIVACY POLICY AND THE ADDITIONAL TERMS AND CONDITIONS, THE FOLLOWING ORDER OF PRECEDENCE SHALL CONTROL: (1) TERMS OF USE, (2) PRIVACY POLICY AND (3) ADDITIONAL TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO USE OR ACCESS THIS IECA WEBSITE.

### **License to Use the Site & Restrictions**

IECA hereby grants you a non-exclusive, revocable license to use the Site in accordance with this Agreement. IECA reserves the right to suspend or revoke this license at our sole discretion without notice. You may download and print content solely for your own personal, non-commercial use. "Content" means any data accessible on the Site, including, without limitation, text, images, video, graphics, audio files, software, and any combination thereof. You may not otherwise use, reproduce, alter, or modify content in any way, nor may you transmit, distribute, or display content to third parties for commercial purposes. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any copyright of IECA, its licensors or its content suppliers. You may not copy or display any portion of the content for redistribution to third parties for commercial purposes without the prior written permission of IECA.

Through your use of this website, you agree not to use this Site for any purpose that is unlawful or prohibited by this Agreement; or use this Site in a manner that could damage, disable, overburden, or impair any IECA server or the networks connected to any IECA server; or interfere with any third party's use and enjoyment of this Site; or attempt to gain unauthorized access to accounts, computer systems, or networks connected to any IECA server through hacking, password mining, or any other means.

### **Eligibility**

Our services are available only to individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to minors. If you are under 18, you may only use our services with involvement of a parent or guardian.

### **Registration & Passwords**

Use of certain features on the Site might require registration. YOU MUST BE 18 YEARS OR OLDER TO REGISTER WITH THIS SITE. IECA will review and determine, at IECA's sole discretion, whether to accept

your registration. IECA shall have the right, at its sole discretion, to refuse or restrict anyone from access to the Site (s) at any time for any reason.

### **Modifications of This Agreement**

IECA reserves the right to change, modify, amend and/or update this Agreement at any time with or without prior notice. Your use of this IECA Website following any such changes, modifications, amendments and/or updates constitutes your unconditional agreement to follow and be bound by this Agreement as so changed, modified, amended and/or updated. You are responsible for reviewing this Agreement each time you use or access any IECA Website.

### **Links**

EFS, a financial services division of SLIPSTREAM, is a contractor that is assisting the IECA with the administration of the PACE Applications. Links to Applications for Property Owners and Contractors bring you to the EFS site. Information submitted by Capital Providers will be directed to EFS also. See their Privacy Statement for additional information about EFS. Except for SLIPSTREAM, IECA is not affiliated or associated with the sponsors, owners or producers of any third-party websites linked to or from this IECA Website. IECA explicitly disclaims any responsibility for the accuracy, content or availability of the information, products, and/or services found on or through such third-party sites. IECA does not endorse and has not taken any steps to confirm the accuracy or reliability of any of the information, products or services contained on or through such third-party sites. IECA does not make any representations or warranties as to the security of any information (such as credit card and other sensitive information) you might give on any third-party site.

### **Solely Intended for United States Users**

Unless otherwise explicitly specified on the IECA Website, the information on all of the IECA Website is intended solely for use and access by persons residing in the United States, its territories and possessions. IECA controls and operates its Website from offices located in the United States and makes no representations or warranties that the information, products or services contained on the IECA Website is appropriate for use or access in other locations. Anyone using or accessing any of the IECA Website from other locations do so on their own initiative and are responsible for compliance with local United States laws, if and to the extent applicable.

### **Use**

The IECA Website and its contents are intended solely for personal use. Unless otherwise explicitly specified, all materials that are included in or are otherwise a part of this IECA Website are copyrights, patents, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by IECA or by third parties who have licensed their materials to IECA and are protected by U.S. and international intellectual property laws. The compilation (i.e., the collection, arrangement and assembly) of all materials on this IECA Website is the exclusive property of IECA or its licensors and is protected by U.S. and international copyright laws. Except as solely provided in the next sentence, no material from any IECA Website may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way. You may download one copy of the materials on any single computer for your personal use only, provided that: (a) you keep intact all copyright and other proprietary notices; (b) you do not use the materials in a manner that suggests an association with any of our products, services or brands; and (c)

you make no modifications to the materials. In addition, you agree not to: (m) use or access this IECA Website for any purpose that is unlawful or prohibited by this Agreement; (n) use or access this IECA Website in a manner that could damage, disable, overburden, or impair any IECA server or the networks connected to any IECA server; (o) interfere with any third party's use and enjoyment of this IECA Website; or (p) attempt to gain unauthorized access to accounts, computer systems or networks connected to any IECA server through hacking, password mining or any other means.

#### **Website Disclaimer**

THIS IECA WEBSITE IS PROVIDED BY IECA ON AN "AS IS" AND "AS AVAILABLE" BASIS. IECA MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS IECA WEBSITE OR THE INFORMATION INCLUDED ON SUCH IECA WEBSITE. IECA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS. IECA DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THIS IECA WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE IECA WEBSITE OR THE SERVER THAT MAKES THE IECA WEBSITE AVAILABLE ARE FREE FROM ANY HARMFUL COMPONENTS INCLUDING VIRUSES. IECA DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION ON THIS IECA WEBSITE IS ACCURATE, COMPLETE, CORRECT, ADEQUATE, USEFUL, TIMELY, RELIABLE OR OTHERWISE. YOU ACKNOWLEDGE, BY YOUR USE OF THIS IECA WEBSITE, THAT YOUR USE IS AT YOUR SOLE RISK.

#### **Limitation of Liability**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL IECA OR ANY OF ITS MEMBERS, MANAGERS, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS, OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR ACCESS TO OR INABILITY TO USE OR ACCESS THIS IECA WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF IECA HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOU, AND NOT IECA, SHALL ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT WILL IECA BE LIABLE FOR ANY DAMAGES IN EXCESS OF ONE HUNDRED UNITED STATES DOLLARS (\$100.00) FOR ANY CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT.

#### **User Submissions, Postings and Email Communications**

All submissions, postings and email communications to or through the IECA Website shall be subject to the IECA Policy Regarding Submissions, Postings and Other Communications, which is incorporated into this Agreement by this reference.

#### **Online Copyright Infringement Notification Policy**

If you believe that this IECA Website(s) contains materials that constitute copyright infringement, please notify IECA in accordance with our Online Copyright Infringement Notification Policy.

### **Indemnification**

AGREE TO DEFEND, INDEMNIFY AND HOLD IECA AND ITS MEMBERS, MANAGERS, AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND CONTRACTORS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATED TO (I) YOUR USE OF THIS IECA WEBSITE AND/OR (II) YOUR BREACH OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

### **Terms and Termination**

IECA shall have the right to terminate your access to, and use of, the IECA Website immediately, if, in its sole discretion, IECA believes that your conduct fails to conform with this Agreement. IECA also reserves the right to investigate suspected violations of this Agreement, including without limitation any violation arising from any submission, posting or emails you make or send to the IECA Website.

Upon termination of this Agreement, all rights granted to you under this Agreement will cease immediately, and you agree that you will: (a) immediately discontinue use of the IECA Website(s); and (b) as applicable, pay any amounts owed to IECA in full within thirty (30) days from the date of such termination.

### **Applicable Laws**

This Agreement shall be governed by and construed under the laws of the State of Illinois, without regard to conflicts of laws principles. YOU AGREE THAT JURISDICTION OVER AND VENUE IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS IECA WEBSITE OR THE USE OR ACCESS THEREOF MAY BE IN THE STATE OR FEDERAL COURTS LOCATED IN COOK COUNTY, ILLINOIS.

### **Commencement of Actions**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE WITH RESPECT TO THIS IECA WEBSITE MUST BE COMMENCED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES.

### **User IDs/Passwords**

Use of certain features on the IECA Website might be limited and/or require registration. IECA will review and determine, in IECA's sole discretion, whether to accept your registration. IECA shall have the right, in its sole discretion, to refuse or restrict anyone from access to the IECA Website(s) at any time for any reason. Upon acceptance of your registration by IECA, you will be given your user ID and password (collectively "Password") for access to and use of the applicable portion of the IECA Website.

IECA reserves the right to require you to periodically change your Password. You agree to use your best efforts to maintain the security of your Password. You shall not disclose your Password to anyone else, and you shall not use anyone else's Password. You agree to notify IECA immediately about any unauthorized use of your Password or any breach of security. You further agree that IECA shall not be responsible for your failure to comply with this Section or any loss or damage arising out of, or related to, your use of your Password by you or anyone other than IECA.

**Charges and Payment**

In certain instances, IECA may charge a user, subscription or other fee. In those instances where a fee may be charged, IECA will notify you of the fee prior to your incursion of charges.

**Miscellaneous**

The failure of IECA to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit IECA's rights with respect to such breach or any subsequent breaches. Neither the course of conduct between the parties nor trade practice shall act to modify this Agreement. IECA may assign its rights and duties hereunder to any party at any time without any notice to you. This Agreement may not be assigned by you without IECA's prior written consent. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.