

Utah Clean Energy's Terms of Use

ACCEPTANCE OF TERMS OF SERVICE

These Terms of Service (the "Agreement") are a binding legal agreement between you and Utah Clean Energy regarding your use of the Utah Clean Energy website (the "Site"). Please read this Agreement carefully. By accessing the Site, you accept this Agreement and any modifications that may be made to this Agreement. If you do not agree to any provision of this Agreement, do not access the Site.

THE SITE

The Site allows you to access the information regarding our efforts to achieve certain energy efficiency and renewable energy goals and to download documents to file a Declaration of Support for Utah Clean Energy.

RESTRICTIONS

This Site is for your personal and non-commercial use only.

You must be at least 13 years old to use the Site and the Site is not intended for those under 13. By using the Site, you represent and warrant that you are 13 years of age or older.

You must not use the Site to:

- Attempt to gain unauthorized access to the Site, or computer systems or networks connected to the Site, through hacking, password or data mining, or any other means to circumvent security procedure or attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
- Subject Utah Clean Energy, its sponsoring organization, licensors or suppliers, or any third party to harm or liability;
- Decipher, decompile, disassemble, tamper with, or reverse engineer any of the software comprising or in any way used in the Site, except as allowed by applicable law;
- Submit false information on any submission to the Site, including a Declaration of Support;
- Access or collect information from the Site by using any robot, spider, scraper or other automated means for any purpose without our express written permission; or,
- Send, or attempt to send, altered, deceptive or false source-identifying information; or send a "virus" to the Site or to any third party.

You also may not use the Site in any manner that could damage, disable, overburden, or impair the Site, or that could interfere with any other party's use and enjoyment of the Site. Any of the above prohibited uses will result in the automatic and permanent termination of your right to use the Site.

PRIVACY

For information about Utah Clean Energy's privacy practices, please read our privacy policy at [INSERT LINK](#). The privacy policy explains how we treat your personal information when you use the Site.

COPYRIGHT OWNERSHIP

Utah Clean Energy, our affiliates, and our licensors own all right, title, and interest, including all intellectual property rights, in and to the Site. All elements of the Site, including, but not limited to, the general design and the content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. Except for those rights expressly granted in this Agreement, no other rights are granted, either express or implied, to you.

FEEDBACK

If you provide feedback to us regarding the Site ("Feedback"), you authorize us to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to us perpetual and irrevocable license to use the Feedback for any purpose.

DISCLAIMER OF WARRANTIES

We do not guarantee continuous, uninterrupted, or secure access to the Site, and operation of the Site may be interfered with by numerous factors outside of our control. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UTAH CLEAN ENERGY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. UTAH CLEAN ENERGY DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SITE, AND YOU RELY ON THE SITE AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DELAY OR LOSS OF ANY KIND THAT RESULTS FROM YOUR ACCESS AND USE OF THE SITE, INCLUDING LOSS OF ANY DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM UTAH CLEAN ENERGY, THROUGH OR FROM THE SITE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

LIMITATION OF LIABILITY

NEITHER UTAH CLEAN ENERGY OR ITS LICENSORS, WILL 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 UTAH CLEAN ENERGY OR ANY LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR ACCESS OR USE OF THE SITE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE MAXIMUM TOTAL LIABILITY OF UTAH CLEAN ENERGY, ITS LICENSORS, AND SUPPLIERS FOR ANY CLAIM UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS \$25. THE LIMITATIONS DESCRIBED IN THIS LIMITATION OF LIABILITY SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY UNDER THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

INDEMNITY

You will defend, indemnify and hold Utah Clean Energy, and its subsidiaries, affiliates, officers, agents, employees, and licensors harmless from any costs, damages, expenses, and liability caused by your use of the Site, your violation of this Agreement, or your violation of any rights of a third party through use of the Site.

UPDATES TO THIS AGREEMENT

Utah Clean Energy may occasionally update this Agreement. When we do, we will revise the "last updated" date on the Agreement, and you may view the most current version at **INSERT LINK**. It is your responsibility to review the most recent version of the Agreement frequently and remain informed about any changes to it. By continuing to use the Site, you consent to any updates to this Agreement.

This version of the Agreement supersedes all earlier versions, and comprises the entire agreement between you and Utah Clean Energy regarding the Site.

GENERAL LEGAL NOTICES

Utah Clean Energy's failure to act in a particular circumstance does not waive its ability to act with respect to that circumstance or similar circumstances.

Each of the provisions in this Agreement is severable and independent of all other provisions of this Agreement.

This Agreement is governed by the laws of the State of Utah, excluding conflicts of law principles, and any claim against Utah Clean Energy must be commenced within one year after the claim arose. You irrevocably consent to the exclusive personal and subject matter jurisdiction of the federal, state and local courts located in Salt Lake City and Salt Lake County, Utah.

CONTACTING UTAH CLEAN ENERGY

If you have any questions or concerns about this Agreement or the Site, please send us a thorough description by email to info@utahcleanenergy.org with "Agreement" or "Website" in the subject line.