



Terms of Use

Effective: August 16, 2021

The website greenbutton.aesc-inc.com is used by employees of **ALTERNATIVE ENERGY SYSTEMS CONSULTING, INC.** and **EVA GREEN POWER** (collectively referred to as “we”) to access, with your explicit authorization, your utility account and billing data. We use this information to provide a variety of services to you:

- Distributed generation, including solar PV, system performance monitoring
- Energy efficiency project monitoring and verification (M&V)
- Energy auditing
- Energy efficiency and distributed generation system recommendations

1. General Conditions

- You understand that we use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
- Verbal, physical, written or other abuse (including threats of abuse or retribution) of any of our customers, employees, members, or officers will result in immediate service termination.
- You must not provide false or misleading information or information that is intended to disrupt normal operation of this website.

2. Data Authorization

By authorizing us to access your utility data via the website provided by your utility, you agree to these Terms of Use. In addition, you acknowledge that you are the owner of the utility account or are legally authorized to act on behalf of the account owner.

You may revoke your authorization for us to access your utility data at any time.

3. License Fees

There are no fees for your use of this website. However, the data we collect may be used for services as described above which do incur fees. Pricing for these fees will be jointly agreed upon by both parties.

4. Termination

As noted in section 1, you may revoke your authorization for us to access your utility data at any time. Please note that in the case of M&V and performance monitoring, revocation of access may impact incentive or other payments you are receiving for the installation of the monitored energy efficiency or distributed generation project.

5. Limitation of Liability

THIS WEBSITE IS FURNISHED TO YOU AS-IS. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT LIMITATION, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT THE USE OF THIS WEBSITE WILL NOT INFRINGE ANY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. WE WILL NOT BE HELD LIABLE FOR ANY LIABILITY NOR FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY CLAIM BY YOU OR ANY THIRD PARTY ON ACCOUNT OF OR ARISING FROM THIS AGREEMENT OR USE OF THIS WEBSITE.

6. Indemnification

You agree to defend, indemnify and hold harmless us and our officers, employees and agents and their respective successors, heirs and assigns (the "Indemnitees"), against all liability, demand, damage, loss, or expense incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments arising out of any theory of product liability (including but not limited to, actions in the form of tort, warranty, or strict liability) for death, personal injury, illness, or property damage arising from your use of this website.

You agree, at your own expense, to provide attorneys reasonably acceptable to us to defend against any actions brought or filed against any party indemnified hereunder with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought. To the extent that any proposed settlement directly affects us, you will obtain the approval of us before finally agreeing to such settlement proposal, which consent will not be unreasonably withheld.

7. Questions

We welcome your questions and feedback regarding these Terms of Use. You can contact us at:

- Email: greenbutton@aesc-inc.com
- Snailmail: AESC, Inc.
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