

AmerescoGeothermal.ca

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You agree that you may not interfere with the security of, or otherwise abuse this Site or any system resources, services or networks connected to or accessible through this Site. You agree that you may only use this Site for lawful and moral purposes.

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You acknowledge and agree that these terms and conditions of use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the foregoing, you acknowledge and agree that such consideration includes, without limitation, your use of the Site and receipt of data, materials and information available at or through the Site.

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Ameresco Geothermal is committed to protecting your privacy. You agree and confirm that you have carefully read this Site's [**PRIVACY POLICY**](#), and that you agree and accept those provisions as a part of this Agreement, including our right to collect, use and disclose your personal information.

The Site and its Contents

You agree that all of the content featured or displayed on this Site, including, but not limited to, information, text, graphics, art-work, images and illustrations, data, photographic images, moving images, sound, illustrations, software, tools, applications provided through the Site including, but not limited to, the asset planner calculator and the selection, organization and arrangement thereof ("**Ameresco Geothermal Content**"), is owned by or licensed to Ameresco Geothermal.

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You agree that the Site and the Ameresco Geothermal Content are intended for Site visitors and customers of the Site. You agree not to use this Site or the Ameresco Geothermal Content for any purpose not related to your personal interest in the Site. You are specifically prohibited from: (a) modifying, downloading, copying, altering, decompiling, reverse engineering, creating derivative works from, translating or transmitting any or all of the Site or the Ameresco Geothermal Content without, or in violation of, a written license or agreement with Ameresco Geothermal; (b) using any data mining, robots or similar data gathering or extraction methods; (c) manipulating, duplicating or otherwise displaying the Site or the Ameresco Geothermal Content by using framing or similar navigational technology (whether by Phishing or otherwise); (d) registering, subscribing, unsubscribing, or attempting to register, subscribe, or unsubscribe any party for any Site product or service if you are not expressly authorized by such party to do so; and (e) using this Site or Ameresco Geothermal Content, including any of the features, tools and services on this Site, for any reason whatsoever other than for its intended purpose, including to communicate with Ameresco Geothermal, to upload onto this Site, or otherwise transmit to this Site, any materials, content or images that either causes any harm to any person or that is illegal or otherwise unlawful, including without limitation any hateful harassing, pornographic, morally offensive, racist, criminal, quasi-criminal, obscene, profane, defamatory, libelous, threatening content which constitutes or may encourage conduct that would be considered a criminal offense, give rise to civil liability, promote the excessive, irresponsible or underage consumption of alcohol, or otherwise violate any law or regulation including without limitation copyright and trademark laws, the laws of privacy and publicity, and applicable communications regulations and statutes.

Recency of Information

Ameresco Geothermal updates the information on the Site regularly. However, you agree that Ameresco Geothermal does not guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information on the Site. Ameresco Geothermal may revise and update these Site Terms at anytime and without notice. You agree to review the Site Terms posted on the Site periodically. Your continued access or use of, this Site, after any such changes are posted on this Site will constitute your acceptance of those changes.

Compliance with Laws

You represent, warrant and covenant that in accessing and using the Site you shall comply with all applicable laws, rules, regulations and by-laws of Canada or the country in which you reside, including, without limitation, those relating to the Internet, data, e-mail, privacy, and the transmission or exporting of data from Canada or the country in which you reside. Furthermore, you represent, warrant and covenant that you are not located, a resident of or domiciled in any country or jurisdiction that Ameresco Geothermal is prohibited from communicating with and you agree that you shall not access this Site from such country or jurisdiction including, but not limited to, any jurisdiction that is on the Area Control List of the Exports and Imports Permit Act of Canada.

Links to other Websites

You acknowledge and agree that Ameresco Geothermal makes no representation, warranty, covenant, or claim regarding, and accepts no responsibility for, directly or indirectly, the quality, content, nature or reliability of third-party websites or services or products offered through such websites, accessible by hyperlink from the Site, or websites linking to the Site. Such websites are not under the control of Ameresco Geothermal and Ameresco Geothermal is not responsible for the contents of any linked website or any link contained in a linked website, or any review, changes or updates to such websites. Ameresco Geothermal provides these links to third-party websites to you only as a convenience and you agree that the inclusion of any link to a third party website does not imply affiliation, endorsement or adoption by Ameresco Geothermal of any such website or any information contained therein. When you leave the Site, you acknowledge and confirm that our terms and policies do not govern your access to, and use of, other websites. You agree to accept our recommendations that you should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site.

You agree that Ameresco Geothermal shall not be responsible or liable, directly or indirectly, for any costs, expenses, damage or loss, caused or alleged (whether arising in contract, tort, negligence, or otherwise) to be caused by or in connection with the use of or the reliance upon any information, content, goods or services available on or through any third party websites or linked resources. You agree that Ameresco Geothermal shall not be responsible or liable for any loss, damage or other matters of any sort incurred as the result of any such dealings.

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You agree that Ameresco Geothermal shall not be responsible or liable for any access, use, reliance on this Site whatsoever, including with respect to software, data corruption, computer viruses, worms, unauthorized codes, trap doors, cookies or other destructive, harmful or disruptive files or programs that may infect or otherwise detrimentally affect your use of any computer equipment, data, content or other property on account of your access to, use of, or browsing on this Site, including your downloading of any of the Ameresco Geothermal Content from this Site. You agree and accept that this Site is not error, bug, virus, worm, or disruption free, and you accept all risks associated with your use of, and access to, this Site on a "as is"

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Disclaimer

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Indemnification

You agree to defend, indemnify and hold harmless the Ameresco Geothermal Parties against any claims, damages, loss, harm, costs, liabilities and expenses (including, but not limited to, reasonable lawyers' fees) arising out of or in any way related to your access to and use of this Site, including any materials (or other content) that you post, store or otherwise transmit on or through the Site, your conduct, your use or inability to use the Site, your breach or alleged breach of the Site Terms or of any representation, covenant or warranty contained herein, your unauthorized use of the Ameresco Geothermal Content, or your violation of any rights of any other person.

Submission of Information

Feel free to e-mail Ameresco Geothermal at canadainfo@ameresco.com. You acknowledge and agree any information sent to Ameresco Geothermal will not be treated as confidential unless otherwise agreed upon by Ameresco Geothermal in writing.

You represent, warrant and covenant that you shall not email or transmit to Ameresco Geothermal any messages, materials, information, or communication (collectively "**Communications**") that either causes any harm to any person or that is illegal or otherwise unlawful, including without limitation any hateful harassing, pornographic, morally offensive, racist, criminal, quasi-criminal, obscene, profane, defamatory, libelous, threatening materials which constitutes or may encourage conduct that would be considered a criminal offense, give rise to civil liability, promote the excessive, irresponsible or underage consumption of alcohol, or otherwise violate any law or regulation. Without limiting the foregoing, you represent, warrant and covenant that any Communications that you email or transmit to Ameresco Geothermal with respect to information about yourself, including resumés, shall be accurate, current and complete.

You acknowledge and agree that the Internet is not a secure medium and any Communications may be lost, intercepted or altered and that there is absolutely no obligation on Ameresco Geothermal to reply, respond, acknowledge or guarantee receipt of any Communications. You acknowledge and agree that Ameresco Geothermal expressly denies and disclaims any liability for any costs, expenses, damage or loss, caused or alleged (whether arising in contract, tort,

negligence, equity, statutorily or otherwise) to be caused by or in connection with E-mail Communications to or from this Site.

Applicable Law

This Site is controlled, operated and administered by Ameresco Geothermal in the Province of Ontario, Canada. This Site can be accessed from jurisdictions outside the province of Ontario and other countries in the world other Canada. You hereby acknowledge and agree that your access and use of this Site is deemed to have occurred in the Province of Ontario and that your activities concerning this Site have a real and substantial connection with the Province of Ontario and that all matters relating to your access and use of this Site shall be exclusively governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein (without reference to conflicts of laws principles), and excluding the body of law applicable to choice of law and excluding the United Nations Convention on Contracts for the International Sale of Goods if applicable. You hereby submit and attorn to the non-exclusive jurisdiction of the courts in the Province of Ontario and the applicable federal court of Canada and that such venue is the most appropriate and convenient concerning your use of this Site.

If Ameresco Geothermal is obligated to go to court, to enforce any of its rights, or to collect any fees, you agree to reimburse Ameresco Geothermal for its legal fees, costs and disbursements if Ameresco Geothermal is successful.

Severability

If any clause in these Site Terms is found to be unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. If any provision or part thereof of these Site Terms is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof. In the event that an enforceable replacement for such provision cannot be reached, you agree that (i) such provision shall be excluded from these Site Terms, (ii) the balance of these Site Terms shall be interpreted as if such provision were so excluded and (iii) the balance of these Site Terms shall be enforceable in accordance with the terms as interpreted in accordance with (ii) above mentioned.

General

You agree that any waiver of any provision of the Site Terms shall only be effective if in writing and signed by Ameresco Geothermal. Ameresco Geothermal's failure to insist upon or enforce strict performance of any provision of these Site Terms shall not be construed as a waiver of any provision or right.