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## Access to Site

You will be able to access our Site without having to register any details with us.

## Use of Site

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While every effort is made so that all content provided on the Site does not contain computer viruses and/or harmful materials, you should take reasonable and appropriate precautions to scan for computer viruses or otherwise protect your computer and you should have a complete and current backup of the applicable items on your computer. We disclaim any liability for the need for services or replacing equipment or data resulting from your use of the Site. While every effort is made for smooth and continuous operation, we do not warrant the Site will operate error free.

By submitting a telephone number to Connecticut Power and Energy Society, you agree that a representative of Connecticut Power and Energy Society can contact you at the number you provide, potentially using automated technology (including texts/SMS messaging) or a pre-recorded message. Your consent is not an obligation to receive any of our services.

## **Site Uptime**

We take all reasonable steps so that our Site is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and other technical issues. Therefore, we will not be liable if this Site is unavailable at any time.

Our Site may be temporarily unavailable due to issues such as system failure, maintenance or repair, or for reasons beyond our control. Where possible, we will try to give our users advance warning of maintenance issues, but shall not be obliged to do so.

## **User Conduct**

When using our Site, you shall not post or send to or from either the Site:

- (a) content for which you have not obtained all necessary consents;
- (b) content that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, inbreach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offense, give rise to a civil liability, or otherwise is contrary to the law in any applicable jurisdiction where our Site is being used;

- (c) content which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

We will fully cooperate with any law enforcement authorities or court order requiring us to disclose the identity or other details or any person posting materials to our Site in breach of the this Section.

You shall not use our Site while distracted or preoccupied, such as when operating a motor vehicle. You should access our Site only with due regard for your own safety and the safety of others.

### **Links to and from Third Party Websites**

Any links furnished on our Site may allow you to leave our Site. These third party websites are not under our control and we disclaim any responsibility for the contents of such linked websites or any link(s) contained in any such linked website(s) or any changes or updates to any of these websites. We further disclaim any responsibility for any form of transmission received from any linked third party website or advertising. We provide these links to you as a convenience to you and inclusion of any link herein shall in no way be construed as an endorsement by us of the website(s).

If you would like to link to our Site, you may only do so on the basis that you link to, but do not replicate, any page of our Site, and subject to the following conditions:

- (a) you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us;
- (b) you do not misrepresent your relationship with us or present any false information about us;
- (c) you do not link from a website that is not owned by you; and
- (d) your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law of the United States of America.

If you choose to link our Site in breach of this Section, you shall fully indemnify us for any loss or damage suffered as a result of your actions.

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## **General**

These Terms, together with the Privacy Policy, other terms or legal notices published by us on the Site, and any other applicable agreements, shall constitute the entire agreement between us concerning use of the Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## **Our Contact Information**

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