Terms of Use

1. About these Terms of Use

Last updated: 13 May 2019

2. Welcome to our website and mobile application (collectively “Site”)! This Site is operated by Sustainable Energy Management Systems LLC a Pennsylvania based Limited Liability Company ("we," "us" and "our") and allows you to: (a) participate in interactive features that we may make available from time to time; or (b) simply view this Site. We prepared this Sustainable Energy Management Systems Terms of Use Agreement (this "Agreement") to help explain the terms that apply to your use of this Site. Consent to Terms of Use

By using this website you agree to these Terms of Use.

If you do not agree to these Terms of Use, please do not use this website. These Terms of Use were last updated on the date shown at the top. We may change these Terms of Use at any time by posting an updated version on our website, so you may wish to check it before using this website. You may only use this website for lawful purposes.

3. Copyright notice

Unless we expressly state otherwise, the copyright and any other intellectual property rights, including but not limited to design rights, trade marks and patents appearing anywhere on this website remain our property, whether owned by or licensed to us.

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4. Disclaimer

Accessing or using this website or its content in any way is done entirely at your own risk. You will be responsible for any loss or damage to any computer, device, software, systems or data resulting directly or indirectly from the use or inability to use this website or its content.

We are under no obligation to provide uninterrupted access to this website. We reserve the right to restrict your access to this website at any time and for any reason.

We do not guarantee that the contents of this website will be free of errors, bugs, worms, trojans or viruses or otherwise make any representations as to the quality or accuracy or completeness of the content available on the website including, but not limited to any price quotes, stock availability data or non-fraudulent representations. You are responsible for maintaining appropriate software on your computer or device to protect you from any such errors, bugs, worms, trojans or viruses.

To the fullest extent permissible by law, we exclude any and all liability to you resulting from your use of the website or connected to these Terms of Use. This exclusion includes but is not limited to any type
of damages, loss of data, income or profit or loss or damage to property belonging to you or third parties arising from the use of this website or its contents.

Nothing in these Terms of Use is intended to limit our liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

5. **Links to third party websites**

This website may provide links out to websites or other online resources under the control of third parties. Any such links are provided solely for your convenience. We have no control over the contents of these third-party resources. We are not responsible for the contents of any linked websites and do not endorse them in any way.

6. **Links from third party websites**

You can only link to our website with prior written permission from us. We reserve the right to withdraw any such permission at any time.

7. **Privacy policy**

We take your privacy and the protection of your data very seriously. We may gather and/or use certain information about you in accordance with our privacy policy. Please see our separate privacy policy for more information.

8. **Entire agreement**

These Terms of Use are the entire agreement between us and you, and supersede any and all prior terms, conditions, warranties or representations to the fullest extent permitted by law.

9. **Applicable law**

This Agreement shall be governed by the law of the Commonwealth of Pennsylvania and have exclusive jurisdiction in relation to these Terms of Use.