

TERMS AND CONDITIONS

Effective: July 14, 2023

To promote a safe, non-offensive environment for all visitors to our Website, we have established these “Terms and Conditions”. The terms and conditions that apply to your access to and/or your use of this Website (and the information, products and services available through this Website), and our use of any communications or User Content (defined below) that you submit to us or post on this Website, are set forth in these Terms and Conditions, our Privacy, all of which are incorporated herein by reference. By accessing or using any areas of our Website, you accept and agree to all of the terms and conditions herein and you agree to be bound by these Terms and Conditions, which form a legally binding agreement. If you do not agree to all of the Terms of Conditions, please do not use this Website.

Personal Information and Privacy

The information that we collect and the ways in which we use such information is set forth in our Privacy Policy. Our Privacy Policy may be reviewed by visiting <https://aenergysolutions.com>

General; Changes to Terms and Conditions

All rights not expressly granted to you by us in these Terms and Conditions are reserved to us, and you acknowledge and agree that you do not acquire any ownership rights by accessing or downloading any material, whether or not copyrighted, from this Website as authorized hereunder. We reserve the right to refuse service, terminate accounts, and/or cancel orders at our discretion, including, without limitation, if we believe that your conduct violates applicable law or is harmful to our interests or businesses, or to our customers, affiliates, licensors or licensees.

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Data Security

We have in place what we believe to be reasonable physical, electronic and managerial procedures to safeguard and help prevent unauthorized access of, maintain data security for and correctly use the information we collect online. However, while such reasonable efforts are intended to ensure the confidentiality of your private and personal information available as a result of your use of this Website, we cannot and do not warrant or guarantee the absolute safety and security of confidential data on the Internet.

User Content

You may have the opportunity to post or otherwise submit content and information, including but not limited to consumer reviews, opinions, data, materials or other postings or communications (collectively, "User Content"), to us via this Website, whether by posting to a public area of this Website (e.g., blogs or message boards) or by other submission to us through email, SMS/text messages or other means of electronic communication. By submitting any such User Content to us or posting any such User Content in any public area of this Website, you: (i) grant us and our affiliates and licensees the royalty free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, aggregate, translate, prepare derivative works from, publicly display, publicly perform and distribute such User Content (in whole or in part) alone or as incorporated into other works in any form, media or technology now known or hereafter developed, on a worldwide basis; (ii) grant us and our affiliates and licensees the right to use the name that you use in connection with such submission or post, if and to the extent any or all of them so choose; and (iii) represent and warrant that you own or otherwise control all of the rights to the User Content that you submit or post, the User Content is accurate, and the use of the User Content you supply or post does not violate these Terms and Conditions and will not cause injury or damage to any person or entity. You also permit any other user of this Website to access, view, store or reproduce your User Content for that user's personal use, which such use may include disclosure to third parties. By posting or submitting such User Content, you hereby waive any claim that we misappropriated any such User Content or any portions thereof.

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- Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party (e.g., address, telephone number and email address);
- A statement that the complaining party has a good faith belief that use of the material is unauthorized; and
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For copyright inquiries, including notification of claims of infringement, please contact our privacy@aenergysolutions.com

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Jurisdiction

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Individual Resolution of Claims

You agree that any and all causes of action arising out of or relating to our Website or any of the content, information or other materials, products or services within or otherwise available through our Website shall be resolved individually, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

Waiver

Any waiver of any provision of the Terms and Conditions will be effective only if in writing and signed by us.

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Miscellaneous

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You agree that all notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions, or portion thereof, to be unenforceable, all other terms and conditions shall remain in full force and effect.

Our failure to enforce any provision of these Terms and Conditions will not be deemed a waiver of future enforcement of that or any other provision of these Terms and Conditions.

These Terms and Conditions, together with our Privacy Policy, Disclaimer and additional policies, constitute the entire agreement between the parties regarding the subject matter hereof.

Questions

If you have any questions, please contact us at privacy@aenergysolutions.com

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