

**Please read these terms of use carefully before using "currentcurrent.com."**

Your use of the current current application/s, website/s, and database/s (collectively, the "site") as developed by current current LLC ("current current ") is subject to the following terms of use.

If you do not agree with these terms of use, please do not use the site. Your use of the site indicates your acceptance of these terms of use. If we make any material changes to these terms of use, those changes will be posted here so that you are always aware of our terms of use. Since these terms of use may change from time to time, you should check back periodically. Your continued use of the site following the posting of changes to the terms of use indicates your acknowledgment and acceptance of such changes.

**Approved use:**

(1) Current current hereby grants you a nonexclusive, nontransferable license to access and use the site solely for personal, noncommercial, educational/research purposes in accordance with these terms of use. Use of the site for commercial purposes, including without limitation use in furtherance of research and development activities performed for a commercial entity, or use for unlawful, illegal, or otherwise unethical activity in any jurisdiction, is strictly prohibited. You may not reverse engineer, deconstruct, or disassemble any components of the site.

(2) Interaction and information upload: some features enable user interaction and information upload by filling out forms available on the site. Any data you upload to the site will be incorporated into current current database/s. Personal information will not be shared outside of current current, and will not be displayed on the application/s unless you choose to do so. Current current reserves the right to verify data and publish it the site, and/or its application/s, solely based on its own verification.

Use of the data upload function is at your own risk. While we will take reasonable precautions to ensure that the site is secure, we cannot guarantee, or otherwise prevent, exposure, access, or hijack of your data by an unauthorized third-party during the loading process or while your uploaded data reside in the current current's database or databases. Any loss, exposure, or damage of data is strictly at your own risk.

(3) Acknowledgment: if you use the site for research, you agree to acknowledge the contribution of the site and current current in any publication relating to the research. Please indicate that any content is "© current current LLC. All rights reserved."

**Intellectual property and ownership notice:**

Excluding imagery and logos provided by individual subscribers, the site and all materials published on the site, including, but not limited to, images, logos, all site software, text, graphic material, or other copyrightable elements, the selection and arrangements thereof, and trademarks, service marks, trade names and any other intellectual property related to the tool/site are the property of current current or licensed by current current. Except for approved uses, you are prohibited from reproducing, modifying, or otherwise using any content without the express written consent of current current.

#### Accuracy and data integrity:

While we attempt to ensure the integrity and accuracy of the site, we do not guarantee correctness or accuracy of such contents. Inaccuracies may include but are not limited to, typographical errors, inaccuracies in data presentation, additions or deletions, or site alterations by an unauthorized third-party. In the event that you become aware of any inaccuracy, please contact us. Please be aware that the site may change without notice.

#### Disclaimer and limitation of liability:

##### (15) Limitation of liability

Your use of the site is at your own risk, including without limitation, any products or services provided by any of our recommended partners. accordingly, to the fullest extent permitted by law, current current and our sponsors and licensors will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if either party has been advised of the possibility of these damages), resulting from the use of any recommendations/referrals provided through the site or from the purchase of products or services provided by any of the referred partners, including without limitation any solar energy providers, energy consultants or home improvement service providers.

You hereby agree not to hold current current, any of current current, subscribers, or any of the partners, their affiliates, and their respective officers, directors, employees, agents, and representatives liable for any services delivered which originated through the site or were otherwise provided by someone affiliated with the site and you hereby release all such persons from claims, demands and damages (actual or consequential) of every kind and nature, known and unknown, disclosed and undisclosed, arising out of or in any way connected with such disputes.

The materials in the site, including but not limited to the database/s, are provided "as is" and without warranties of any kind either express or implied. To the fullest extent permissible pursuant to applicable law, current current LLC disclaims all warranties, express or implied. By way of example, but not limitation, current current LLC makes no representations or warranties (i) of merchantability or fitness for any particular purpose, (ii) that the information contained in the site is accurate, complete, correctly sequenced, reliable or timely, or (iii) that the site will be uninterrupted or free of errors and/or viruses. You hereby specifically acknowledge that current current LLC, its affiliates, and their respective officers, directors, employees, agents, and representatives are not liable for the illegal conduct of other users of the site or third-parties and that the risk of injury from the foregoing rests entirely with you. You use the site at your own risk.

under no circumstances, including but not limited to breach of contract, tort or negligence, will current current LLC, its affiliates, or their respective officers, directors, employees, agents, and representatives be liable for any direct, indirect, special, punitive, or consequential damages (including lost profits) that arise out of or in connection with any failure of performance, errors, inaccuracies, omissions, defects, untimeliness, interruption, deletion, delay in operation or

transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, or unauthenticity of any content in the site, or the use or inability to use this site or any content therein. in no event shall such parties' aggregate liability to you for any loss, damage or claim related to or arising out of this site exceed the total amounts paid by you for accessing this site, if any.

#### Indemnification:

You agree to indemnify, defend, and hold harmless current current LLC, its affiliates, and their respective officers, directors, employees, agents, and representatives from and against all claims, losses, expenses, liabilities, damages, and costs (including attorneys' fees) arising out of or relating to from your (a) use of the site, (b) violation of any third party right, or (c) breach of any of these terms of use. current current LLC reserves the right to assume, at its own expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with current current LLC in asserting any available defenses. In any event, you agree not to settle any such matter without the prior written consent from current current LLC.

#### Jurisdiction:

These terms of use and all matters or issues collateral thereto will be governed by, construed and enforced in accordance with the laws of the state of California applicable to contracts executed and performed entirely therein (without regard to any principles of conflict of laws), and jurisdiction for any court action in the state.

By choosing to participate and actively seek vendor proposals, you (the "prospective client") understand and agree to allow current current llc to share your contact information and the remote assessment with companies ("vendors") who wish to participate. Current current process provides participating vendors a general and sometimes comprehensive assessment of a particular home or commercial property's energy-related potential investment opportunities.

You hereby understand and agree to vendors contacting you using the electronic mail address and/or telephone number you provide herein and engage with said vendors directly. Current current may also contact you using the electronic mail address and/or telephone number you provide herein to collect feedback from you regarding our program.

Current current LLC is in no way related to any vendor and makes no representation as to the credentials, applicable licenses, qualifications, quality, diligence, expertise, business policies, and/or service level of vendors, which are solely responsible for their services.

By using the current current web site you understand and agree that any relationship(s) between the prospective client and the vendor(s) is exclusively between the parties and entirely independent of current current and/or regional sponsors. You agree to hold current current and regional sponsors free of all liability and responsibility for any actions and/or omissions by the vendor(s).

## **privacy policy**

### **What information do we collect?**

We collect information from you when you register on our site, request quotes, subscribe to our newsletter, respond to a survey, fill out a form or upload information.

When ordering or registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, phone number, address, details related to the particular home or commercial property and confirm that you are empowered to inquire for services for a particular property.

### **What do we use your information for?**

Any of the information we collect from you may be used in one of the following ways:

- a) To personalize your experience (your information helps us to better respond to your individual needs);
- b) To improve our website (we continually strive to improve our website offerings based on the information and feedback we receive from you);
- c) To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs);
- d) To process transactions. Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.
- e) To send periodic emails. The email address you provide for order processing may be used to send you information and updates pertaining to your order, in addition to receiving occasional company news, updates, related product or service information, etc.

### **Do we use cookies?**

Yes. cookies are small files that a site or its service provider transfers to your computer's hard drive through your web browser (if you allow) that enables the sites or service providers systems to recognize your browser and capture and remember certain information we use cookies to help us remember and process the items in your shopping cart, understand and save your preferences for future visits and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

### **Do we disclose any information to outside parties?**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to

comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

### **Third party links**

We may include or offer third-party products or services on our website. These third-party sites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

### **Children's online privacy protection act compliance**

We are in compliance with the requirements of COPPA (children's online privacy protection act), we do not collect any information from anyone under 13 years of age. Our website, products, and services are all directed to people who are at least 13 years old or older.

### **Online privacy policy only**

This online privacy policy applies only to information collected through our website and not to information collected offline.

### **Terms and conditions**

Please also visit our terms and conditions section establishing the use, disclaimers, and limitations of liability governing the use of our website at <http://www.currentcurrent.com>

### **Your consent**

By using our site, you consent to our privacy policy.

### **Changes to our privacy policy**

If we decide to change our privacy policy, we will post those changes on this page.

This policy was last modified on August 1st, 2019

### **Contacting us**

If there are any questions regarding this privacy policy you may contact us using the information below.

<http://www.currentcurrent.com>