



Privacy Policy

How we collect information

1. We collect information you give us. Some features and services on Northwest Energy Efficiency Alliance (NEEA)'s websites and online services (referred to collectively as the "Sites") ask you for personal information such as your name, email address, mailing address, or telephone number. We may also ask you to voluntarily share information as part of an online survey. Some Sites ask you for credit card numbers, personal photos, and other information.
2. We collect information we get from your use of our Sites. We may collect information about:
 - o Devices you use to access our Sites, such as hardware, operating system, and device identifiers.
 - o Log information such as search queries, internet protocol address, browser type, internet addresses that linked to our Sites, date & time stamps, and your activities on our Sites.
 - o Location information such as IP address and other location technologies.

How we use information

1. We use the information we collect from our Sites to track web usage, improve our Sites, and to protect our Sites and our users. We also use information to send you appropriate subscription emails. We may occasionally send you other emails of interest, but you may decline emails from us when you manage your subscriptions.
2. We use information to improve your experience across different Sites.
3. We use information collected from cookies for analytics, login information, and storage of preferences. Cookies are small text-files on your device that store information about your use of our Sites. Please note that you may set your browser to block all cookies, including cookies associated with our Sites, or to indicate when a cookie is being set by us. However, disabling cookies may cause our Sites to run less efficiently.
4. We will ask for your consent before using information for a purpose other than those that are set out in this Privacy Policy.

How we share information

We do not sell, swap, or otherwise share personal information with advertisers or any other third parties except under the following circumstances:

- For analysis, we may share personal information in the aggregate, or stripped of any identifying information, with NEEA funders, stakeholders, and project collaborators.
- For business purposes, we may provide personal information to trusted businesses or persons to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures.
- For legal reasons, we will share information if we are required to by law, regulation, legal process or other enforceable governmental actions. Further, we will share information if the need arises to protect the rights, property or safety of NEEA, NEEA employees, users or the public.

Application

Our Privacy Policy applies to NEEA's website and all websites and web services operated by NEEA. Some sites and services operated by NEEA may have separate privacy policies, in which case those privacy policies take precedence.

Our Privacy Policy does not apply to services offered by other companies or individuals, including products or sites that may be displayed to you or linked from our website or web services.

Terms of Service

LEGAL NOTICE

1) Your relationship with NEEA

Your use of NEEA's websites and online services (referred to collectively as the "Sites") is subject to these terms of this legal agreement between you and NEEA. "NEEA" means the Northwest Energy Efficiency Alliance, Inc., an Oregon public benefit corporation.

These terms and conditions form a legally binding agreement between you and NEEA and govern your use of the Sites. Collectively, this legal agreement is referred to as the "Terms".

2) Accepting the Terms

a. You accept the Terms by using the Sites and/or by clicking to agree to the Terms.

b. NEEA, from time to time, may update or modify the Sites, Content (defined below), and the Terms without prior notice. Each time you use the Sites, you accept the Terms published at that time.

3) Privacy Policy

a. For information about NEEA's use of your personal information, please read NEEA's Privacy Policy located above these Terms. The Privacy Policy explains how NEEA treats your personal information and protects your privacy when you use the Sites.

b. You agree to NEEA's use of your data in accordance with NEEA's Privacy Policy.

4) Proprietary Rights

a. Unless otherwise indicated, NEEA owns all legal right, title and interest in and to the Sites, including the Content of the Sites. "Content" means all trademarks, service marks, designs, texts, graphics, pictures, information, data, software, methods, inventions, sound files, articles, newsletters, reports, interactive applications, compilations of material, and any other intellectual property rights which subsist in the Sites.

b. Some of our Sites display some content that is not NEEA's. This content is the sole responsibility of the entity that makes it available.

c. Unless you have agreed to otherwise in writing with NEEA, nothing in the Terms gives you a right to use any of NEEA's trade names, trademarks, service marks, logos, domain names, third party brand names, and other distinctive brand features.

d. We respond to notices of alleged copyright infringement and terminate user accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act (the text of which can be found at the U.S. Copyright Office Website, <http://www.copyright.gov>).

5) NEEA's License to You

a. NEEA grants you permission to access and use the Sites and to display, copy, print, and download the Content for personal, non-commercial use only, in accordance with these Terms and other rules and restrictions contained in the Sites, provided you do not modify the Content and that you retain all copyright, trademark, and other proprietary notices contained in the Content. You may not use the Content for any other purpose, including publishing, copying, distributing, reproducing or displaying the Content, without prior written permission of NEEA.

b. This permission to use the Content terminates automatically if you breach any of the Terms.

6) Your License to NEEA

a. You retain copyright and any other rights to any information or data you submit, post or display on the Sites. Subject to NEEA's Privacy Policy, you agree to give NEEA a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, create derivative works, modify, translate, publish, publicly perform, publicly display and distribute such data and information.

b. You confirm and warrant to NEEA that you have all the rights, power and authority necessary to grant the above license.

7) Ending Your Relationship with NEEA

a. The Terms will continue to apply until terminated by either you or NEEA as set out below. If you want to terminate your legal agreement with NEEA, you may do so by notifying NEEA at any time. Your notice should be sent, in writing, to NEEA's address, which is set out at the end of these Terms. Your notice will be effective upon the third day after the date of deposit in the U.S. mail.

b. NEEA may at any time, terminate its legal agreement with you if: (a) you have breached any provision of the Terms; (b) NEEA is required to do so by law; or (c) for any other reason, in NEEA's sole discretion.

c. Upon termination of these Terms, all of the legal rights, obligations and liabilities which may reasonably be interpreted or construed as surviving the termination of these Terms shall survive the termination of these Terms.

8) EXCLUSION OF WARRANTIES

a. You expressly understand and agree that you use the Sites at your sole risk and that the Sites are provided "**As Is**" and "**As Available.**" **All Content is strictly informational. No Content provided on the Sites is to be construed as legal or professional advice, nor should it be construed as a substitute for the advice of an attorney or other qualified professional.** The Sites may provide you recommendations to third-parties to perform installations, inspections, and other services. NEEA makes no representations, warranties, endorsements, or guaranties that such third-parties are certified or licensed to perform such services. You must perform your own due diligence when selecting NEEA recommended third-parties to perform services.

b. IN PARTICULAR, NEEA, ITS FUNDERS, AND COLLABORATORS, DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SITES WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SITES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY CONTENT OR INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SITES WILL BE ACCURATE OR RELIABLE, INCLUDING BUT NOT LIMITED TO ANY TECHNICAL ADVICE, PRODUCT ADVICE, PRODUCT TESTING RESULTS, PRODUCT RECOMMENDATIONS, AND THIRD-PARTY RECOMMENDATIONS, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SITES WILL BE CORRECTED.

c. Any material downloaded or otherwise obtained through the use of the Sites is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NEEA OR THROUGH OR FROM THE SITES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

e. NEEA FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9) LIMITATION OF LIABILITY AND INDEMNITY

a. To the greatest extent allowable by law, NEEA, its funders, and collaborators, shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability which arise from your use of the Sites.

b. You agree to defend, indemnify and hold harmless NEEA, its officers, directors, employees, agents and funders from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (1) your use of the Sites; (2) your violation of the Terms; (3) your violation of any third-party right, including without limitation any copyright, property, or privacy right.

10) Linked Sites; Third Party Content

a. The Sites may include hyperlinks to other external websites or content or resources. Such linked sites are for your convenience only. You access them at your own risk. NEEA is not responsible for the availability, accuracy, content, or functioning of any external sites or resources and does not endorse any advertising, products or other materials on or available from external websites or resources.

11) Miscellaneous Terms

a. The Terms constitute the whole legal agreement between you and NEEA and govern your use of the Sites (excluding any services that NEEA may provide to you under a separate written agreement), and completely replace any prior agreements between you and NEEA in relation to the Sites.

b. The failure of NEEA to exercise or enforce any legal right or remedy contained in the Terms or otherwise shall not be a formal waiver of NEEA's rights. Such rights and remedies shall still be available to NEEA.

c. If any provision of the Terms is held invalid, then that provision will be removed from the Terms and the remaining provisions of the Terms will continue to be valid and enforceable.

d. All claims arising out of Terms and disputes not settled by you and NEEA shall be settled by binding arbitration in accordance with the then effective rules of the Arbitration Service of Portland, Inc.

e. The Terms, and your relationship with NEEA under the Terms, shall be governed by the laws of the State of Oregon. You and NEEA agree to submit to the exclusive jurisdiction of the courts located within the county of Multnomah, Oregon to resolve any legal matter arising from enforcement of binding arbitration. Notwithstanding this, you agree that NEEA will still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Questions, comments, or notices regarding the Sites and these Terms should be directed to:

NEEA

421 SW Sixth Ave., Suite 600

Portland, Oregon 97204.

1-800-411-0834 or 503-688-5400