

Ameresco.ca

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Recency of Information

Ameresco updates the information on the Site regularly. However, you agree that Ameresco does not guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information on the Site. Ameresco may revise and update these Site Terms at anytime and without notice. You agree to review the Site Terms posted on the Site periodically. Your continued access or use of, this Site, after any such changes are posted on this Site will constitute your acceptance of those changes.

Compliance with Laws

You represent, warrant and covenant that in accessing and using the Site you shall comply with all applicable laws, rules, regulations and by-laws of Canada or the country in which you reside, including, without limitation, those relating to the Internet, data, e-mail, privacy, and the transmission or exporting of data from Canada or the country in which you reside. Furthermore, you represent, warrant and covenant that you are not located, a resident of or domiciled in any country or jurisdiction that Ameresco is prohibited from communicating with and you agree that you shall not access this Site from such country or jurisdiction including, but not limited to, any jurisdiction that is on the Area Control List of the Exports and Imports Permit Act of Canada.

Links to other Websites

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Indemnification

You agree to defend, indemnify and hold harmless the Ameresco Parties against any claims, damages, loss, harm, costs, liabilities and expenses (including, but not limited to, reasonable lawyers' fees) arising out of or in any way related to your access to and use of this Site, including any materials (or other content) that you post, store or otherwise transmit on or through the Site, your conduct, your use or inability to use the Site, your breach or alleged breach of the Site Terms or of any representation, covenant or warranty contained herein, your unauthorized use of the Ameresco Content, or your violation of any rights of any other person.

Submission of Information

Feel free to e-mail Ameresco at canadainfo@ameresco.com You acknowledge and agree any information sent to Ameresco will not be treated as confidential unless otherwise agreed upon by Ameresco in writing.

You represent, warrant and covenant that you shall not email or transmit to Ameresco any messages, materials, information, or communication (collectively "**Communications**") that either causes any harm to any person or that is illegal or otherwise unlawful, including without limitation any hateful harassing, pornographic, morally offensive, racist, criminal, quasi-criminal, obscene, profane, defamatory, libelous, threatening materials which constitutes or may encourage conduct that would be considered a criminal offense, give rise to civil liability, promote the excessive, irresponsible or underage consumption of alcohol, or otherwise violate any law or regulation. Without limiting the foregoing, you represent, warrant and covenant that any Communications that you email or transmit to Ameresco with respect to information about yourself, including resumé's, shall be accurate, current and complete.

You acknowledge and agree that the Internet is not a secure medium and any Communications may be lost, intercepted or altered and that there is absolutely no obligation on Ameresco to reply, respond, acknowledge or guarantee receipt of any Communications. You acknowledge and agree that Ameresco expressly denies and disclaims any liability for any costs, expenses, damage or loss, caused or alleged (whether arising in contract, tort, negligence, equity, statutorily or otherwise) to be caused by or in connection with E-mail Communications to or from this Site.

Applicable Law

This Site is controlled, operated and administered by Ameresco in the Province of Ontario, Canada. This Site can be accessed from jurisdictions outside the province of Ontario and other countries in the world other Canada. You hereby acknowledge and agree that your access and use of this Site is deemed to have occurred in the Province of Ontario and that your activities

concerning this Site have a real and substantial connection with the Province of Ontario and that all matters relating to your access and use of this Site shall be exclusively governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein (without reference to conflicts of laws principles), and excluding the body of law applicable to choice of law and excluding the United Nations Convention on Contracts for the International Sale of Goods if applicable. You hereby submit and attorn to the non-exclusive jurisdiction of the courts in the Province of Ontario and the applicable federal court of Canada and that such venue is the most appropriate and convenient concerning your use of this Site.

If Ameresco is obligated to go to court, to enforce any of its rights, or to collect any fees, you agree to reimburse Ameresco for its legal fees, costs and disbursements if Ameresco is successful.

Severability

If any clause in these Site Terms is found to be unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. If any provision or part thereof of these Site Terms is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof. In the event that an enforceable replacement for such provision cannot be reached, you agree that (i) such provision shall be excluded from these Site Terms, (ii) the balance of these Site Terms shall be interpreted as if such provision were so excluded and (iii) the balance of these Site Terms shall be enforceable in accordance with the terms as interpreted in accordance with (ii) above mentioned.

General

You agree that any waiver of any provision of the Site Terms shall only be effective if in writing and signed by Ameresco. Ameresco's failure to insist upon or enforce strict performance of any provision of these Site Terms shall not be construed as a waiver of any provision or right.