

WEBSITE TERMS OF USE & PRIVACY POLICY



Welcome to NS Davis Agency LLC ("NSDAVIS") website NSDAVIS.AGENCY. NS DAVIS AGENCY, LLC. may be referred to herein as "NS DAVIS", "WE" OR "US", whether in uppercase, lowercase, or a combination. In addition to other agreements between you and NSDAVIS, these terms explain the policies that govern your access to our website and use of our services. By accessing or using our website or services, you agree to these terms (collectively the "Agreement"), as the same may be modified from time to time. If you do not accept and agree to comply with these terms, then do not access or use our website or services. Certain products or services offered through our website may have additional terms and conditions, which govern in the event of any inconsistency with the terms set forth below.

1. You may not distribute, publish, or use our website to send: (a) spam, including any unsolicited advertisements, solicitations, commercial e-mail messages, informational announcements, or promotional messages of any kind; (b) chain mail; (c) numerous copies of the same or substantially similar messages; (d) very large messages or files that disrupt a server, account, newsgroup, or chat service; or (f) any message that is categorized as "phishing".

Similarly, you may not use our website for any unauthorized collection of e-mail addresses, screen names, or other identifiers of others or use software (including "spyware") designed to facilitate such activity; to collect responses from unsolicited messages; or to relay mail without the express permission of the account holder.

2. You may only access and use our website and services for legal purposes that are not intended to cause harm. You are responsible for any transmission you send, receive, post, access, or store using our website or services, including the content of any communication. Any such activity in violation of applicable law is prohibited, including, without limitation, infringement of the intellectual property or other proprietary rights of others, disseminating unlawful, defamatory, harassing, obscene, or otherwise offensive material, fraudulent activity, or disseminating or posting content that is harmful to other users of our services (for example, viruses or malware).

3. You may not violate the security of our website or services in any way. Such violations may result in criminal or civil liability. We may, but are not obligated to, investigate any violation of our website or services. NSDAVIS may cooperate with law enforcement where criminal or unauthorized activity is suspected. By using our website, you agree to cooperate in any such investigation. NSDAVIS may, but is not obligated to, take any action it deems necessary to protect its website, its services, its rights, or the rights of its customers or third parties or to improve its website and services.

4. For your convenience, our website may contain links to other websites over which we have no control. Your use of such third-party websites is at your own risk. NSDAVIS makes no representation or warranty with respect to any other website or the information, products or services offered or appearing on or through these websites. NSDAVIS does not sponsor or endorse, and has no responsibility or liability for, the operators of such websites or the content, products, or services they provide or any other materials offered at such websites. You are responsible for complying with the rules, regulations, or policies that apply to any third-party website that you access.

5. We welcome questions or feedback about your use of our website and our services and products, however we do not request, accept, or consider unsolicited submissions of ideas, suggestions, or proposals relating to our business, in order to avoid any disputes in the event that our products or marketing strategies seem similar to ideas submitted to us or our employees. All ideas and intellectual property included in any such unsolicited submission will be treated as non-confidential and as the sole property of NSDAVIS, without any obligation for acknowledgment or compensation.

6. We have the right, but are not obligated, to enforce this Agreement through investigation, self-help, and litigation. We reserve the right to act immediately and without notice to restrict, suspend, or terminate your use of the services if we reasonably determine that your conduct may expose NSDAVIS to sanctions, prosecution, civil action or other liability, cause harm to or interfere with the integrity or normal operations of our services or any networks with

which we are interconnected, interfere with another customer's use of the services, violate any applicable law, rule, or regulation, or otherwise present an imminent risk of harm to NSDAVIS or its customers.

We have the right, but not the obligation, to monitor or restrict any uses of our website and services that we reasonably believe violate this Agreement or applicable law. You are solely responsible for all content that you transmit or receive using our website and services, and you are responsible for any abuse of your account by others.

We may also access and disclose any information (including transactional information) related to your access and use of our website and services for any lawful reason, including but not limited to (a) responding to emergencies; (b) complying with the law; (c) protecting our rights or property and those of our customers; or (d) protecting users from fraudulent, abusive, or unlawful use of such services. ACTUAL, INDIRECT, OR ATTEMPTED BREACHES OF THIS AGREEMENT BY A THIRD PARTY ON BEHALF OF A COMPANY, CUSTOMER, OR USER MAY BE CONSIDERED BREACHES OF THIS AGREEMENT BY SUCH COMPANY, CUSTOMER, OR USER.

7. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH NSDAVIS'S WEBSITE OR SERVICES. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH NSDAVIS'S WEBSITE IS PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." NSDAVIS, ITS AGENTS, AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES WITH RESPECT TO THE WEBSITE, ANY CONTENT, INFORMATION, PRODUCTS, OR SERVICES PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE, WITH NO WARRANTIES AS TO THE RELIABILITY, ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE THEREOF. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. NSDAVIS DOES NOT GUARANTEE THAT ITS WEBSITE WILL BE ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL NSDAVIS, ITS AFFILIATES, ITS AGENTS OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES THAT ARISE FROM THE USE OF ITS WEBSITE OR SERVICES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME, PROFIT, OR GOODWILL; LOSS OF OR DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE AGGREGATE LIABILITY OF NSDAVIS, ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO NSDAVIS'S WEBSITE OR SERVICES WILL NOT EXCEED \$100.00. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF NSDAVIS AND ITS AFFILIATES, AGENTS, AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

8. This Agreement is governed by and construed in accordance with the laws of the State of Connecticut without regard to its principles of conflict of laws. Each party irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of Connecticut for purposes of any proceeding that relates to this Agreement or the services.

9. You agree to indemnify, defend, and hold harmless NSDAVIS from and against all claims, liabilities, losses, expenses, damages, and costs (including reasonable attorneys' fees) that arise from any violation of this Agreement by you; any violation of any rights of a third party by you; any violation of applicable law; information or content that you submit, post, transmit, or make available through our website or services; or your use of our website and services.

10. We reserve the right to modify this Agreement at any time. Any such modifications shall be effective upon posting NSDAVIS.AGENCY.

11. The failure to require performance or enforcement of any provision in this Agreement will not be construed as a waiver of such provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this Agreement. NSDAVIS may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Agreement is deemed invalid, illegal, or unenforceable in any respect, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.

12. Please feel free to send in your questions or comments about our website or to bring to our attention any material you believe to be inaccurate by calling 203-348-4710, info@nsdavis.agency.

NS DAVIS Agency LLC ("NSDAVIS") holds your privacy concerns in the highest regard, and we are committed to maintaining the confidentiality, security, and accuracy of your personal information. This Privacy Policy describes the personal information NSDAVIS collects, why and how we use it, and when we share it with third parties. This Privacy Policy does not apply to any other websites not under our control to which this website may be linked. Those websites have their own policies regarding privacy, which you should carefully review. NSDAVIS is not responsible for the privacy policies, practices, or content on any such websites.

NSDAVIS collects and maintains personal information such as contact and identification information (for example, name, address, telephone number, email address, social security number or employer identification number), and information related to your utility account(s). Where permitted or required by applicable law or regulatory requirements, we may collect information about you without your knowledge or consent.

We use this information in order to establish, develop, and maintain our business relationship with you. It allows us to process your enrollment, administer your utility account(s), and generally fulfill our obligations to you as your energy supplier, to inform you of other products and services available from NSDAVIS or selected third parties, to respond to your comments or requests, to comply with applicable law or regulatory requirements, and to perform any other reasonable purpose to which you consent.

Your information may be disclosed in connection with the foregoing, in case of an emergency, to protect our rights, and to our online partners and third parties that provide services to us or otherwise assist us in providing services to you, as permitted or required by applicable law or regulatory requirements, in the event of a change of ownership, merger, or the sale of all or substantially all of our assets or other business combination, and to any other party with your consent. We may also use or disclose your information without your knowledge and consent where we are permitted or required to do so by applicable law or regulatory requirements. NSDAVIS does not share, rent, trade, or sell your personal information to third parties for promotional purposes.

The security of your personal information is important to us as well as to you. We use generally accepted industry standard security measures to prevent the disclosure of your personal information except for providing our services and as outlined above. We may also track and analyze Internet addresses for trends and statistical purposes, however this information alone will not allow us to identify who you are. No data transmission over the Internet can be guaranteed to be absolutely secure, however. Although we do our best to protect your personal information, we cannot guarantee or warrant the security of any information you provide, and you do so at your own risk.

We may use "cookies" to help us recognize your preferences and monitor your navigation through our website so we can improve your overall website experience, but cookies do not collect information from your hard drive or allow us to identify you. You can always set your web browser to alert you when you are receiving a cookie and reject it, however, that may affect the performance of our website and prevent you from accessing some of our information. Our partners linked to our website may use cookies which allow them to recognize you. Please consult their policies for more information.

It is important that the information we have about you is accurate and current. If you want to correct inaccurate personal information, or if you have any questions, comments, or concerns about this Privacy Policy, or if you would like to remove your name from our direct and email marketing lists, please contact us 203-348-4710.

By using our website, you consent to the collection and use of information as outlined in this Privacy Policy. From time to time, we may change this Privacy Policy without notice. Any such changes will be posted to this webpage.