



Terms of Service

This web page represents a legal document that serves as Atlantic Energy Group, LLC, and its affiliates' terms of use ("Terms of Use") and it governs the legal terms of this website as well as any sub-domains, and any associated web-based and mobile applications (collectively, "Website").

Capitalized terms, unless otherwise defined, have the meaning specified within the Definitions section below. These Terms of Use, along with our Privacy Policy, Electronic Communications Disclosure, SMS Terms of Service, any mobile license agreement, and other posted guidelines within the Website, collectively "Legal Terms", constitute the entire and only agreement between Users and us regarding the use of the Website, and supersede all other agreements, representations, warranties and understandings with respect to the Website and the subject matter contained herein. We may amend our Legal Terms at any time without specific notice to Users, but the latest copies of our Legal Terms will be posted on the Website, and Users should review all Legal Terms prior to using the Website. After any revisions to our Legal Terms are posted, Users agree to be bound to any such changes to them by continuing to access the Website. Therefore, it is important for Users to periodically review our Legal Terms to make sure such User still agrees to them.

By using the Website, Users agree to fully comply with and be bound by our Legal Terms. Please review them carefully. If a User does not accept our Legal Terms, such User should not access and use the Website. If Users have already accessed the Website and do not accept our Legal Terms, then such User should immediately discontinue use of the Website.

Definitions

- The terms "us" or "we" or "our" refers to Atlantic Energy Group, LLC and its affiliates, the owner of the Website.
- A "Visitor" is someone who merely browses the Website but has not registered as Customer.
- A "Customer" is an individual that has registered with us to use our Service.
- Our "Service" represents the collective functionality and features as offered through the Website to our Customers.
- A "User" is a collective identifier that refers to either a Visitor or a Customer.
- All text, information, graphics, audio, video, and data offered through the Website are collectively known as our "Content".

Legal Compliance

Users agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding the use of the Website. We reserve the right to investigate complaints or reported violations of our Legal Terms and to take any action we deem appropriate, including but not limited to canceling a Customer account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to profiles, email addresses, usage history, posted materials, IP addresses and traffic information, as allowed under our Privacy Policy.

Acceptable Use

Users agree not to: (i) use the Website in any manner that violates applicable law; (ii) interfere with or disrupt the operation or security of the Website; (iii) attempt to gain unauthorized access to any portion of the Website, our systems, or the accounts of other users; (iv) use any robot, spider,



scraper, crawler, or other automated means to access, monitor, copy, or collect information from the Website without our prior written consent; (v) introduce viruses, malware, or other harmful code; (vi) use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with another person's use of the Website.

Intellectual Property

The Website may contain our service marks or trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos. A User's use of the Website does not constitute any right or license for any Users to use such service marks/trademarks, without the prior written permission of the corresponding service mark/trademark owner. The Website is also protected under international copyright laws. The copying, redistribution, use or publication by a User of any portion of the Website is strictly prohibited. Use of the Website by a User does not grant such User ownership rights of any kind on the Website. All rights not expressly granted herein are reserved by Atlantic and its licensors.

Links to Other Websites

Users may find advertising or other content on our Site or app that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties ("Third-Party Sites"). By linking to Third-Party Sites, we do not (a) create or have an affiliation with or sponsor such Third-Party Sites or (b) create any endorsement, guarantee, warranty, or recommendation of such Third-Party Sites. We do not control the content or links that appear on Third-Party Sites and are not responsible for the practices employed by Third-Party Sites. In addition, Third-Party Sites or their respective services, including their content and links, may be constantly changing. Third-Party Sites and their respective services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including Third-Party Sites, is subject to that Third Party Site's own terms and privacy policies. Users should review any such terms and privacy policies as our Privacy Policy does not govern any Third-Party Sites.

Liability Restrictions

While Atlantic Energy Group, LLC makes reasonable efforts to ensure that all material on the Website is correct, accuracy cannot be guaranteed. Atlantic Energy Group, LLC makes no representations or warranties regarding the accuracy, completeness, reliability, or availability of the Website or the information, content, materials, or services provided through the Website. The Website is provided to you on an "AS IS", "AS AVAILABLE" basis for your private personal use only. Any other use or attempt to use the Website for other purposes, directly or indirectly, by you or a third party is prohibited. Information provided through the Website is for general informational purposes only. Although we make reasonable efforts to keep information current, we do not guarantee that all information is complete, current, or accurate. Users should not rely solely upon information contained on the Website when making decisions regarding products or services.

NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE CONDITION, QUALITY, PERFORMANCE, ACCURACY, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE WEBSITE IS GIVEN OR ASSUMED BY ATLANTIC ENERGY GROUP, LLC. ALL SUCH WARRANTIES AND REPRESENTATIONS ARE HEREBY EXCLUDED. ATLANTIC ENERGY GROUP, LLC MAKES NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, OR THAT THE WEBSITE WILL



BE UNINTERRUPTED, SECURE, OR ERROR FREE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ATLANTIC ENERGY GROUP, LLC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE USE OF, OR INABILITY TO USE, THE WEBSITE.

Some states may not allow the exclusion of certain warranties or the limitation of certain damages, so some of the above limitations may not apply to you. We reserve the right to modify, suspend, discontinue, or restrict access to all or any portion of the Website at any time, with or without notice, and shall not be liable for any resulting interruption or unavailability.

General Terms

Our Legal Terms shall be treated as though it were executed and performed in Texas, United States and shall be governed by and construed in accordance with the laws of Texas, United States without regard to conflict of law principles. In addition, Users agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by a User with respect to the Website, must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Should any part of our Legal Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that any Content in the Website conflicts or is inconsistent with our Legal Terms, our Legal Terms shall take precedence. Our failure to enforce any provision of our Legal Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. The rights of Atlantic Energy Group, LLC under our Legal Terms shall survive the termination of our Legal Terms.

Atlantic's collection, use, disclosure, retention, and protection of Personal Information is governed by our Privacy Policy, which is incorporated into these Terms of Use by reference.

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