

POLICIES

PRIVACY POLICY

General

Welcome to the website (“IECA Website”) of IECA (“IECA”). This Privacy Policy (“Privacy Policy”) only applies to information collection and use practices on the IECA Website. This Privacy Policy is subject to the Terms and Conditions.

Links

There might be links from the IECA Website or portals on the IECA Website to other websites. This Privacy Policy only applies to the IECA Website and not to websites of any other company or organization linked to or through the IECA Website, which may have different policies. IECA encourages you to review all policies, rules, terms and regulations, including the privacy policies, of each website that you visit.

Gathering, Modifying and Removing Information

IECA may request and/or collect personal information on the IECA Website that you might elect to provide to IECA (“Personal Information”) when, via the IECA Website, you: (a) contact IECA; (b) use IECA’s services; and/or (c) send requests for information, questions, inquires, or comments to IECA. You are not required to provide Personal Information to access the IECA Website. Personal Information may include: (a) contact information (e.g., name, address, phone number and email address); (b) information regarding certain of your preferences related to IECA or the IECA Website; and/or (c) information regarding how you became aware of the IECA Website.

If you would like to review, correct or remove your Personal Information, please contact IECA at the address listed below under “Contact IECA.” IECA will then make all reasonable efforts to correct or remove your Personal Information from the IECA active database.

Gathering Anonymous Information

IECA might collect non-personal and aggregate information about your and other users’ use of the IECA Website, such as page hits, number of visits, web pages viewed and the length of visits to the IECA Website (collectively, “Non-Personal Information”). IECA does not tie this Non-Personal Information to your Personal Information.

Use and Disclosure of Information

The Personal Information that you provide will be available to IECA, our agents, representatives and service providers and contractors, as appropriate, to be used to respond to your inquiries or questions about IECA and for the purposes indicated or which may reasonably be inferred by your voluntary provision of such Personal Information and otherwise in connection with the conduct of the IECA business and operations. This use may include periodic telephone calls and postal and email mailings from IECA about new products, services or upcoming events offered by IECA. IECA does not, however, sell or furnish Personal Information to unaffiliated third parties to use in advertising or promoting their products or services, without your permission.

IECA may also use your Personal Information, alone or in combination with the information submitted by other users, to improve IECA Website's navigation or infrastructure. Also, IECA may use Non-Personal Information to improve your experience on the IECA Website and to enhance the IECA Website.

Third party contractors or providers of services to IECA that have access to your Personal Information are also expected to protect such Personal Information in a manner consistent with this Privacy Policy and to use such Personal Information only to carry out the activities or services they are performing for you or for IECA.

IECA might disclose Personal Information and Non-Personal Information, if in our opinion such disclosure is required: (a) by law; (b) to protect and/or defend IECA's rights; and/or (c) to protect the personal safety of any individual. In addition, in the event that all or substantially all of IECA's ownership and/or assets are transferred or sold to, or IECA is merged with, another entity, or there is a change of control of IECA, IECA may transfer Personal Information and Non-Personal Information to the successor entity.

Internet Communications

Communications and submissions over the Internet might not be secure. Please consider this fact before communicating or submitting any personal or confidential information through the IECA Website.

Changes

IECA reserves the right to change, modify, amend and/or update this Privacy Policy at any time with or without prior notice at the sole and absolute discretion of IECA. Your use of the IECA Website following any such changes, modifications, amendments and/or updates constitutes your unconditional agreement to follow and be bound by this Privacy Policy as so changed, modified, amended and/or updated. You are responsible for reviewing this Privacy Policy each time you use or access the IECA Website.

Contact IECA if you have any questions, comments, or concerns regarding our Privacy Policy and/or information handling, privacy or maintenance practices as it relates to the IECA Website, please contact IECA at the following address:

Illinois Energy Conservation Authority NFP
2901 Butterfield Road
Oak Brook, Illinois 60523
Attn: Mark Pikus, President

IECA POLICY REGARDING SUBMISSIONS, POSTINGS AND OTHER COMMUNICATIONS

Submissions

All remarks, suggestions, ideas, graphics, or other information communicated by you to IECA through the IECA Website (collectively, the "Submission") will forever be the property of IECA and you waive all of your rights, including but not limited to moral rights, therein if applicable, provided that you will continue to be responsible for the content of the Submission including, without limitation, any indemnification obligations related to such Submissions. IECA will not be required to treat any Submissions as confidential (unless required by law or if IECA has agreed to treat it as confidential in other documentation), and will not be liable for any ideas for its business (including without limitation, product or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future IECA operations. Without

limitation, IECA will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere and will be entitled to use the Submission for any commercial or other purpose whatsoever without compensation to you or any other person sending the Submission. IECA retains the right to review, edit or delete from the IECA Website any Submission which IECA in its sole discretion considers illegal, offensive, in violation of a third party right or otherwise inappropriate.

Email and Other Communications

In connection with your use of the IECA Website, you consent to IECA recording any communication, electronic or otherwise, between you and IECA and retaining any information and data you submit while using the IECA Website.

In using the IECA Website, you may be permitted to communicate electronically with IECA by sending electronic mail to IECA; however, you acknowledge and agree that only general information or inquiries may be submitted to IECA via electronic mail and any other submissions or communications on or through the IECA Website (e.g., the placement of orders) may be submitted only in accordance with the express instructions set forth on the IECA Website for such submissions or communications. Please do not send any time-sensitive communications to IECA via e-mail as IECA cannot be responsible for responding to any such communications.

Investigations

IECA may seek to gather information from the user who is suspected of violating this Agreement, and from any other user. IECA may suspend any users whose conduct or postings are under investigation and may remove such material from its servers as it deems appropriate and without notice. If IECA believes, in its sole discretion, that a violation of this Agreement has occurred, it may edit or modify any submission, posting or e-mails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate. IECA will fully cooperate with any law enforcement authorities or court order requesting or directing IECA to disclose the identity of anyone posting any emails, or publishing or otherwise making available any materials that are believed to violate this Agreement. YOU WAIVE AND HOLD HARMLESS IECA FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY IECA DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER IECA OR LAW ENFORCEMENT AUTHORITIES.

ONLINE COPYRIGHT INFRINGEMENT NOTIFICATION POLICY

If you believe that the IECA Website contains materials that constitute copyright infringement, please notify our Designated Agent in writing using the following contact information:

Name of Designated Agent to Receive Notification of Claimed Infringement:

Mark Pikus

Full Address of Designated Agent to which Notification should be Sent:

Illinois Energy Conservation Authority NFP
2901 Butterfield Road
Oak Brook, Illinois 60523
Telephone Number of Designated Agent:
(630) 645-3795

Under Title 17, United States Code, Section 512(c)(3)(A), your notice of a claimed copyright infringement to our Designated Agent must be in the form of a written communication that includes the following information:

- Your address, telephone number and e-mail address;
- Identification of the copyrighted work (or works) that you claim has been infringed;
- A description of the material that you claim is infringing the copyrighted work;
- A clear description of where the infringing material is located on the IECA Website, including its URL, so that IECA can locate the material;
- A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest.

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