

Terms of Service

Last Modified: May 12, 2022

Summary of Terms of Service.

This is a summary of our Terms of Service; please read the entire Terms of Service below.

These Terms of Service apply to www.njbsoft.com and our various websites, APIs, email notifications, documentation, software, products, licenses or applications, including in our SaaS Agreement (collectively, the “Service”) that is owned and operated by NJBSoft, LLC, an Arizona limited liability company (“we”, “our”, or “us”). The Service allows you to review and keep track of your utility data. The Service does this by helping with utility management and compliance.

These Terms apply to your use of the Service <http://www.njbsoft.com/>, whether you’re a guest or a registered user. **Please read the full Terms of Service below before accessing or browsing www.njbsoft.com or using our Service.** If you don’t want to be bound by these Terms, do not use or browse our Service. These Terms may change and your continued use after changes are made means you agree to be bound by the new terms.

You may need to create a user account to access parts of the Service. Your user account includes a password. Keep your password confidential. In some cases, you may choose to allow a trusted individual, such as a caretaker, parent, or adult child to access your account. You are still responsible for all use – and for any misuse – of your account.

Paid subscriptions are not refundable. Paid subscriptions remain in effect as long as the required payments are made on time and in full. We will cancel unpaid subscriptions. We may, but are not obligated to cancel inactive subscriptions.

Don’t violate our terms of service. Users who violate our Terms may be banned from using the Service. The Service contains proprietary and confidential information that is protected by a variety of copyright, trademark, or patent rights and/or registrations.

Your use of the Service is at your own risk. We make every effort to make sure you have a good experience on our Service, but we can’t guarantee all content on our Service will always function without error. We make every effort to comply with local, state, and national laws and regulations, including applicable privacy laws. However, we can’t guarantee that your use of our Service complies with local, state, and national laws and regulations.

The Service may contain links and advertisements that may take you to other Services that are not affiliated with us. If you click on an advertisement or a link to another Service, you may leave the Service. We are not responsible for the content you see or the interactions you have on other Services and we are not liable for any damages or harms you may encounter on other Services.

THE FULL TERMS OF SERVICE – BELOW – CONTAIN VITALLY IMPORTANT LIMITATIONS ON OUR LIABILITY FOR YOUR USE OF WWW.NJBSOFT.COM. PLEASE READ THEM CAREFULLY!

Terms of Service

These terms of service are entered into by and between You and NJBSoft, LLC ("NJBSoft" or "Company"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Service" or "Agreement"), govern your access to and use of the Service, including any related mobile application, content, functionality, and services, including compilation of utility records offered on or through njbsoft.com or its related mobile application, whether as a guest or a registered user.

Please read the Terms of Service carefully before you start to use the Service. By (i) accessing, browsing, subscribing to, and using the Service; or (ii) by using the mobile application, associated content, and any customizations made to the services provided or offered by Company via the Service (collectively, the "Services"), you acknowledge that you have read, have understood, and you accept and agree to be bound by this Agreement, to abide by these Terms of Service, and to comply with all applicable laws and regulations. If you do not agree to these terms, you must not access or use the Service or any of the Services.

IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF SERVICE, PLEASE EXIT THE SERVICE NOW. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THIS SERVICE, OR ANY SUBSCRIPTION, PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SERVICE, IS TO STOP USING THE SERVICE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF SERVICE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SERVICE.

The date the Terms of Service were last revised is identified at the top of the page. If we make subsequent material changes to the Terms of Service, we will notify you by email to the email address specified in your account and/or through a notice on the Service home page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Service and these Terms of Service to check for any changes. NJBSoft reserves the right to update or change the Terms of Service, at any time and for any reason, by posting the modified Terms of Service on this Service.

Permitted Uses and Restrictions on Use. The Service provides a convenient and easy way for you to review your utility data. The Service is for information purposes only. NJBSoft is in no way responsible for the accuracy or the adequacy of reviewed information. By using the Service, you agree, understand and acknowledge that NJBSoft is not providing medical or treatment related advice to you. Such information is provided for informational purposes and is not meant to substitute for advice provided by qualified medical professionals. The Service is not intended to provide medical advice.

You acknowledge that you are responsible for taking steps to protect yourself from unauthorized use of online communications, such as, among other things, keeping your password confidential. You agree, understand and acknowledge that, in no event, shall you allow any unauthorized users to access the Service using your user-id and password. NJBSoft is not responsible for breaches of confidentiality caused by you or anyone accessing the Service using your user-id and password, whether authorized by you or not.

Modifications to the Service or Agreements. NJBSoft reserves the right, at any time, and from time to time, to modify or to discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice to you. You agree that NJBSoft shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. NJBSoft may specify from time to time the version(s) of web browsers required in order to use the Service, and you acknowledge that NJBSoft is not obligated to support all web browsers and NJBSoft is not obligated to continue support of any web browsers it supported at an earlier time.

Registration Data and Privacy. In order to access some of the services on this Service, you will require a separate account and password that can be obtained by completing our online registration form, which requests certain information and data ("Registration Data") and maintaining and updating your Registration Data as required. By registering, you agree that all information provided in the Registration Data is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

You also grant us the right to disclose to third parties certain Registration Data about you, subject to our Privacy Policy, <https://njbsoft.com/privacy-policy/>. The information we obtain through your use of this Service, including your Registration Data, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Service.

Subscription. NJBSoft offers certain services, including services through the Service which you can purchase on a subscription basis ("Subscription"). If you purchase a Subscription you may be asked to agree to a separate SaaS agreement that incorporates these Terms of Service. ALL SUBSCRIPTIONS ARE NONREFUNDABLE. Fees attributable to certain promotional offerings or service received during trial periods may not be refunded.

Notice to Customers. If you sign up with our company to acquire services, you agree that: YOU SHALL DEFEND, INDEMNIFY, AND HOLD COMPANY AND COMPANY'S MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, AND THEIR SUCCESSORS AND ASSIGNS, HARMLESS FROM AND AGAINST ALL COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, AND LIABILITIES TO THE EXTENT ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES AND SOFTWARE.

Termination. You acknowledge and agree that NJBSoft may, in our sole discretion, suspend or terminate your account and/or deny you access to or use of all or part of the Service, without prior notice, for any reason, including, without limitation, if you engage in any conduct that NJBSoft believes, in its sole discretion: (a) violates any term or provision of this Terms of Service; (b) violates the rights of NJBSoft or our partners; or (c) is otherwise inappropriate for continued access and use of the Service. In addition, NJBSoft reserves the right to terminate inactive membership accounts. Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this Service immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this Service. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

Further, you agree that NJBSoft shall not be liable to you or any third party for any termination of your access to the Service. You agree to defend, indemnify, and hold NJBSoft harmless from and

against any and all claims, losses, liability costs, and expenses (including but not limited to attorneys' fees) arising from your violation of this Terms of Service, state or federal laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary rights, and invasion of any privacy rights. You acknowledge that this obligation will survive the termination of your use of the Service.

Links. The Service, from time to time, may provide links to other Services or resources provided by third parties. These links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those Services or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access or use for such Services. You acknowledge any of the third-party Services linked to this Service, you do so entirely at your own risk and subject to the terms and conditions and agree that NJBSoft is not responsible for the availability of such external Services or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such Services or resources. You further acknowledge and agree that NJBSoft shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such Service or resource.

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No Resale, etc. of the Service. You agree not to copy, sell, resell, rent, or sublicense (including offering the Service to third parties on an applications service provider or time-sharing basis), lease, loan, redistribute, or create a derivative work of any portion of the Service, allow unauthorized use or access to the Service. You agree not to access the Service by any means other than through the interface that is provided by NJBSoft for use in accessing the Service.

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DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF SERVICE WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE, OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (“HIPAA”) AND AS MODIFIED AND AMENDED, THE GRAMM-LEACH-BLILEY ACT OF 1999 AND AS MODIFIED AND AMENDED, THE SARBANES-OXLEY ACT OF 2002 AND AS MODIFIED AND AMENDED, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS.

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Your Representations and Warranties. You represent that, to the best of your knowledge and belief, your use of the Service does not directly or indirectly infringe the legal rights of a third party, and you are authorized to use the Service. You further represent and warrant that all information provided by you in connection with your registration is accurate and reliable.

Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT NJBSOFT AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUES, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF NJBSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICE PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE. YOU ALSO AGREE THAT NJBSOFT WILL NOT BE LIABLE FOR ANY INTERRUPTION OF BUSINESS, ACCESS DELAYS, OR ACCESS INTERRUPTIONS TO THIS SERVICE OR THE SERVICE(S) YOU ACCESS THROUGH THE SERVICE, DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, AND EVENTS BEYOND NJBSOFT’S REASONABLE CONTROL.

IN NO EVENT SHALL NJBSOFT BE FINANCIALLY LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

Exclusions and Limitations. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR

CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

General Information. The Terms of Service constitutes the entire agreement between you and NJBSoft and governs your use of the Service, superseding any prior agreements between you and NJBSoft (including, but not limited to, any prior versions of the Terms of Service) with respect to its subject matter. You acknowledge you may be subject to additional terms and conditions that may apply when you use affiliate or other NJBSoft services, third party content, or third party software. Except as otherwise provided herein, the Terms of Service shall be governed by the laws of the state of Delaware without regard to its conflict of law provisions. Except as otherwise provided in the Terms of Service, you and NJBSoft agree to submit to the personal and exclusive jurisdiction of the courts located within Maricopa County, Arizona. The Terms of Service does not limit any rights that NJBSoft may have under trade secret, copyright, patent, trademark, or other laws. The failure of NJBSoft to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service shall remain in full force and effect. You agree that any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within sixty (60) calendar days (or the minimum amount of time allowed by law if such time is greater than sixty (60) calendar days) after such claim or cause of action arose or be forever barred. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect. The Terms of Service will inure to the benefit of NJBSoft and its successors and assigns.

Conduct. You agree to not use the Service to: (a) transmit any content or domain name that is unlawful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, including, but not limited to, any NJBSoft representative, or misrepresent your affiliation with any person or entity; (d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through Service; (e) upload or otherwise transmit any content that you do not have a right to transmit under any law or under contractual relationships (such as inside information and proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (f) upload or otherwise transmit any content or domain name that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person; (g) upload or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (h) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (i) interfere with or disrupt the Services or servers or networks connected to Service; or (j) incite or provide instructional information about illegal activities.

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