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### **Confidentiality of Codes, Passwords and Information**

You agree to treat as strictly private and confidential any Subscriber Code, username, user ID, or password which you may have received from K & B Electric LLC and all information to which you have access through password-protected areas of K & B Electric LLC's website(s) and will not cause or permit any such information to be communicated, copied or otherwise divulged to any other person whatsoever.

### **Other Legal Stuff**

These Terms of Use will apply to every access to kbelectriccompany.com. K & B Electric LLC reserves the right to issue revisions to these Terms of Use by publishing a revised version of this document on this website; that version will then apply to all use by you following the date of publication. Each access of information from K & B Electric LLC will be a separate, discrete transaction based on the then prevailing terms.

This Terms of Use and the license granted may not be assigned or sublet by you without K & B Electric LLC's written consent in advance.

These Terms of Use shall be governed by, construed and enforced in accordance with the laws of Wisconsin State, as it is applied to agreements entered into and to be performed entirely within such jurisdiction.

To the extent you have in any manner violated or threatened to violate K & B Electric LLC and/or its affiliates' intellectual property rights, K & B Electric LLC and/or its affiliates may seek injunctive or other appropriate relief in any state or federal court in the State of Wisconsin, and you consent to exclusive jurisdiction and venue in such courts.

Any other disputes will be resolved as follows:

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: City of Green Bay, Wisconsin. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: City of Green Bay, Wisconsin, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

If any provision of this agreement is void or unenforceable in whole or in part, the remaining provisions of this Agreement shall not be affected thereby.

## **Termination**

This Terms of Use agreement is effective until terminated by either party. You may terminate this agreement at any time by destroying all materials obtained from any and all K & B Electric LLC website(s) and all related documentation and all copies and installations thereof, whether made under the terms of this agreement or otherwise. This agreement will terminate immediately without notice at K & B Electric LLC's sole discretion, should you fail to comply with any term or provision of this agreement. Upon termination, you must destroy all materials obtained from this site and any and all other K & B Electric LLC website(s) and all copies thereof, whether made under the terms of this agreement or otherwise.

## **WEBSITE**

### **PRIVACY POLICY**

KBElectricCompany.com strives to offer its visitors the many advantages of Internet technology and to provide an interactive and personalized experience. We may use Personally Identifiable Information (your name, e-mail address, street address, telephone number) subject to the terms of this privacy policy. We will never sell, barter, or rent your email address to any unauthorized third party.

#### **How We Gather Information from Users**

A cookie is a small piece of text sent to your browser by a website you visit. It helps the website to remember information about your visit, like your preferred language and other settings. That can make your next visit easier and the site more useful to you. Cookies play an important role. Without them, using the web would be a much more frustrating experience.

How we collect and store information depends on the page you are visiting, the activities in which you elect to participate and the services provided. For example, you may be asked to provide information when you register for access to certain portions of our website or request certain features, such as newsletters, or when you complete our online "Contact Us" form. Cookies can help us determine how users interact with our website. This may include the pages users visit most often, the time length a page(s) was visited, whether users get error messages from certain pages, etc. We use these so-called 'session state cookies' to help us improve our services, in order to improve our users' browsing experience. We incorporate Google's analytics tools to help us understand how visitors engage with our website, without personally identifying individual visitors, for example the URL of a visited webpage.

Like most websites, as new technologies become available we may also gather information through those means, if and when they are adopted. In certain cases, you can choose not to provide us with information, for example by setting your browser to refuse to accept cookies, but if you do you may be unable to access certain portions of the site, certain features on a webpage, or may be asked to re-enter your user name and password, and we may not be able to customize the site's features according to your preferences.

#### **What We Do With the Information We Collect**

Like other Web publishers, we collect information to enhance your visit and deliver more individualized content and advertising. We respect your privacy and do not share your information with anyone.

Aggregated Information (information that does not personally identify you) may be used in many ways. For example, we may combine information about your usage patterns with similar information obtained from other

users to help enhance our site and services (e.g., to learn which pages are visited most or what features are most attractive). Aggregated Information may occasionally be shared with our advertisers and business partners. Again, this information does not include any Personally Identifiable Information about you or allow anyone to identify you individually.

We may use Personally Identifiable Information collected on KBElectricCompany.com to communicate with you about your registration and customization preferences; our Terms of Use and Privacy Policy; services and products offered by KBElectricCompany.com and other topics we think you might find of interest.

Personally Identifiable Information collected by KBElectricCompany.com may also be used for other purposes, including but not limited to website administration, troubleshooting, administration of completed online forms and contests, and other communications with you. Certain third parties who provide technical support for the operation of our website (our Web hosting service for example) may access such information. We will use your information only as permitted by law. In addition, from time to time as we continue to develop our business, we may sell, buy, merge or partner with other companies or businesses. In such transactions, user information may be among the transferred assets. We may also disclose your information in response to a court order, at other times when we believe we are reasonably required to do so by law, in connection with the collection of amounts you may owe to us, and/or to law enforcement authorities whenever we deem it appropriate or necessary. Please note we may not provide you with notice prior to disclosure in such cases.

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K & B Electric LLC expects its partners, advertisers and affiliates to respect the privacy of our users. Be aware, however, that third parties, including our partners, advertisers, affiliates and other content providers accessible through our website(s), may have their own privacy and data collection policies and practices. For example, during your visit to our site you may link to, or view as part of a frame on a KBElectricCompany.com page, certain content that is actually created or hosted by a third party. Also, through KBElectricCompany.com you may be introduced to, or be able to access, information, websites, features, contests or sweepstakes offered by other parties. K & B Electric LLC is not responsible for the actions or policies of such third parties. You should check the applicable privacy policies of those third parties when providing information on a feature or page operated by a third party.

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You should also be aware that if you voluntarily disclose Personally Identifiable Information on message boards or in chat areas, that information can be viewed publicly and can be collected and used by third parties without our knowledge and may result in unsolicited messages from other individuals or third parties. Such activities are beyond the control of K & B Electric LLC and this policy.

### **Children**

KBElectricCompany.com does not knowingly collect or solicit Personally Identifiable Information from or about children under 18 except as permitted by law. If we discover we have received any information from a child under 18 in violation of this policy, we will delete that information immediately. If you believe K & B Electric LLC has any information from or about anyone under age 18, please contact us at the address listed below.

### **Contacting Us**

We can be reached by contacting:

[kbelectriccompany.com/contactus.html](http://kbelectriccompany.com/contactus.html)

Email: [Support at kbelectriccompany.com](mailto:Support@kbelectriccompany.com)

### **Changes To This Policy**

K & B Electric LLC reserves the right to change this policy at any time. Please check this page periodically for changes. Your continued use of our site following the posting of changes to these terms will mean you accept those changes. Information collected prior to the time any change is posted will be used according to the rules and laws that applied at the time the information was collected.

### **Governing Law**

This policy and the use of this website are governed by Wisconsin law. If a dispute arises under this Policy we agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: City of Green Bay, Wisconsin. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: City of Green Bay, Wisconsin, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

KBElectricCompany.com is controlled, operated and administered entirely within Wisconsin. This statement and the policies outlined herein are not intended to and do not create any contractual or other legal rights in or on behalf of any party.