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Terms of Service ^[1]

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Indemnification

You agree to indemnify and hold Western Energy Alliance, its officers, members, and employees harmless from any claims, demands, or damages, including attorney fees, asserted by any third party due to or arising out of your use of or conduct on the site.

Disclaimer of Warranty and Liability

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Privacy Policy

Western Energy Alliance has a Privacy Policy Statement that describes the information that we collect about visitors, and how this information is used. [Click here](#) ^[2] to view the Privacy Policy Statement, which is incorporated by reference, as if set forth fully herein. Western Energy Alliance's performance under this agreement is subject to existing laws and legal proceedings, and nothing in this agreement is in derogation of Western Energy Alliance's right to comply with government, court or law enforcement requests or requirements relating to your use of the site or to information collected by Western Energy Alliance with respect to such use.

Links to Third Party Sites

These sites may contain links to third party web sites ("linked sites"). The linked sites are not under the control of Western Energy Alliance. Western Energy Alliance is not responsible for the content of any linked site and makes no representations regarding the content or appropriateness of content on such sites. Western Energy Alliance does not promote, endorse or have any affiliation with any other linked site or linked site owner unless expressly stated in Western Energy Alliance's site. When you access a linked site from this site, you leave this site and you do so at your own risk. You are responsible for viewing and complying with the terms and conditions of use posted on the linked site.

Any commercial transactions or business activities between you and third parties (including advertisers) included in the site are solely between you and the third party and Western Energy Alliance shall not be responsible or liable for any part of such dealings or promotions.

Third-Party Web Sites Seeking to Link With Western Energy Alliance Site

You may link to Western Energy Alliance's site, provided that you comply with the following restrictions:

- You do not create a browser or border environment around the Western Energy Alliance content.
- You do not imply that Western Energy Alliance is endorsing your site or your products.
- You do not misrepresent your relationship with Western Energy Alliance, its members, officers or directors.
- You do not present false information about Western Energy Alliance, its activities, or its members.
- You do not display Western Energy Alliance's name, logo, trademark, or other identifier on your site without Western Energy Alliance's permission.
- You do not remove, conceal, or obliterate any copyright or other proprietary notice, source identifier, or credit line.
- You do not link from a web site that could be construed as distasteful or offensive, obscene, defamatory, libelous, misleading, or is being used for illegal purposes.
- You do not link from a web site that infringes upon any intellectual property or other right of any entity or person.

If in the opinion of Western Energy Alliance, you violate any of these restrictions, you agree to immediately remove Western Energy Alliance's link from your site.

Force Majeure

You agree that Western Energy Alliance will not be liable for any loss resulting from a cause over which Western Energy Alliance does not have direct control, including but not limited to the failure of electronic or mechanical equipment, communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, natural disasters, strikes, wars, or government/judicial restrictions.

Legal Advice

Nothing contained in this Site is intended as, nor shall be construed as legal advice, guidance, or interpretation. No attorney-client relationship is established between Western Energy Alliance and you by your use of this site. The information provided on this site is for general educational purposes only and specific questions about any law, statute, or regulation should be directed to an attorney with expertise in the area.

Jurisdiction

Western Energy Alliance controls and operates this site from Denver, CO, United States of America. The terms and conditions for this site will be governed by and construed in accordance with the laws of the Colorado, without reference to its choice of law rules. By accessing, viewing, or using the material on this site, you consent to the jurisdiction of the federal and local courts presiding in the District of Columbia and agree to accept service of process by mail and hereby waive any and all jurisdictional and venue defenses otherwise available. Western Energy Alliance makes no representation that materials on the site are appropriate for use in other countries and access to them from countries where the content is illegal is prohibited. You are responsible for complying with applicable local laws that regulate the content of this site.

Export Controls

You acknowledge and agree that all of the material contained in this site is subject to the U.S. Export Administration Laws and regulations. You agree that none of this material is being acquired for, shipped, transferred, or reexported, directly or indirectly, to embargoed countries or their nationals unless authorized by the U.S. Government. Countries subject to the U.S. embargo are Cuba, Iran, Iraq, Libya, North Korea, Syria, and the Sudan. You are warranting that you are not located in, or under the control of, or a national or resident of any such country. You agree to comply strictly with all U.S. export laws and have the sole responsibility for obtaining any licenses required to export or reexport.

Access to Secure Areas

You agree that you will not attempt to access password protected and/or secure areas of this site unless you are an authorized user. If you are an authorized user, you agree not to assist third parties in obtaining access to these areas without Western Energy Alliance's approval.

Submissions and Postings

This site may contain bulletin board services, chat areas, forums, and/or other message facilities designed to enable you

to communicate with others or with Western Energy Alliance. You agree that nothing submitted by you to this site shall contain any material which:

- Defames, abuses, harasses, threatens others.
- Contains any inappropriate, defamatory, obscene or unlawful topic, name, material or information.
- Infringes any intellectual property or other property right of any entity or person, including, but not limited to violating anyone's copyrights, trademarks, or confidential information.
- Violates any laws or regulations including, but not limited to, federal and state antitrust laws.
- Contains viruses or similar programs that may damage the operation of another's computer or property.
- Advertises or offers to sell or buy any goods or services for any business purpose unless specifically authorized by Western Energy Alliance.
- Uses a false identity for the purpose of misleading others.
- Deletes any copyright or proprietary notice or other designations that identify the source or origin of any materials.
- Contains any material posted by another user that you know, or reasonably should know, cannot be legally distributed in such manner.

By posting materials, you warrant and represent that you own the copyright to such materials, have received permission from the copyright owner, or that the material is in the public domain. You further represent and warrant that you have the full and unencumbered right to post such materials and that the posting will not infringe upon any rights of others. You grant Western Energy Alliance and users of the site a non-exclusive, irrevocable, royalty free license to display, copy, transmit, print and use this information in any manner.

You acknowledge that you are responsible for the legality, accuracy, and appropriateness of the materials that you submit. Although Western Energy Alliance has no obligation to monitor these materials, Western Energy Alliance reserves the right to review materials that are posted on the site and has the right to terminate your access to the site at any time and for any reason without providing notice to you. Western Energy Alliance reserves the right to remove, edit, or refuse to post any information that it deems inappropriate.

You agree that Western Energy Alliance may disclose any information involving you (including your identity) if Western Energy Alliance believes that there is a violation of law or in response to any applicable law, regulation, legal process or government request.

Claims of Copyright Infringement

Anyone who believes that Western Energy Alliance has used their work on the site in a manner that constitutes copyright infringement should send a notice to the Western Energy Alliance's Copyright Agent at the address listed below. The notice should contain the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of a work in question;
 - Identification of the copyrighted work claimed to have been infringed;
 - Identification of the material that is claimed to be infringing and information reasonably sufficient to permit Western Energy Alliance to locate the material;
 - The address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
 - A statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.
- Copyright infringement claims and notices should be sent to Western Energy Alliance's Copyright Agent by mail to: Western Energy Alliance, 1775 Sherman St., Suite 2700, Denver, CO 80202, by fax: (303) 893-0709, by e-mail: info@westernenergyalliance.org ^[3].

Language

It is the express will of the parties that this agreement and all related documents have been drawn up in English.

Miscellaneous

As a condition of your use of this site, you agree not to use the site for any purpose that is unlawful or prohibited by this agreement.

Use of the site by you is unauthorized in any jurisdiction that does not give effect to all provisions contained in this agreement.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Western Energy Alliance as a result of this agreement.

If any part of these terms and conditions is held to be invalid or unenforceable for any reason including, but not limited to, the warranty disclaimers and liability limitations specified above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the

remainder of the agreement will remain in full force and effect.

A printed version of this agreement shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

These terms and conditions constitute the entire agreement between you and Western Energy Alliance with respect to your use of the site. You acknowledge that, in providing you access to and use of the site, Western Energy Alliance has relied on your agreement to be legally bound by these terms and conditions.

Feature content:

No

Source URL: <https://www.westernenergyalliance.org/terms-service>

Links:

[1] <https://www.westernenergyalliance.org/terms-service>

[2] <https://www.westernenergyalliance.org/node/554>

[3] <mailto:info@westernenergyalliance.org>