



Efficiency  
Valuation  
Organization

# **ADVANCED M&V TESTING PORTAL**

## **PRIVACY POLICY AND TERMS AND CONDITIONS** V1.0



## TERMS AND CONDITIONS FOR EVO'S ADVANCED M&V TESTING PORTAL

### Agreement

The following constitutes the terms and conditions for the use of the Efficiency Valuation Organization, Inc. ("EVO") Advanced Measurement & Verification ("M&V") Testing Portal "PORTAL". By requesting and creating an account on this PORTAL and by using this PORTAL, you agree to be bound by all terms and conditions written in here. Please read the terms and conditions carefully. If you do not agree to any of the terms and conditions, you must not use the site.

### Variation of Terms

EVO reserves the right, at its discretion, to change, modify or remove these terms and conditions or any part of them at any time. Please check this page for changes each time you use this PORTAL.

### Access to this PORTAL

You are fully responsible for all activities that occur through use of your password. Unauthorized use and allocation of passwords may lead to revocation of access to this PORTAL for you or your organization. You must immediately notify EVO if you become aware that your password details have been compromised or are known by a third party or there has been unauthorized use of your account and login details.

EVO may temporarily or permanently suspend the information, services and facilities of the PORTAL at its sole discretion for operational or any other reasons. It may also restrict access to the information, services and facilities of the PORTAL as it may deem necessary.

No compensation will be payable for any failure to be able to use the services and facilities provided on the PORTAL or for any failure, suspension, or withdrawal of all or part of the information, services and facilities at any time.

### No warranties

This PORTAL is provided "as is," with all faults, and EVO expresses no representations or warranties, of any kind related to this PORTAL or the materials contained on this PORTAL. Nothing contained on or this PORTAL shall be interpreted as providing technical or other professional advice. EVO does not warrant that the PORTAL is in compliance with any data and privacy laws, or that the integration of the website, software, and data or the deployment of the website and software will be in compliance with data and privacy laws.

## **Limitation of liability**

EVO will not be liable for any loss, damage, cost or expense of any kind resulting from:

- a) the use or inability to use this PORTAL;
- b) unauthorized access or alterations of your transmissions to or from this PORTAL;
- c) activities resulting from the loss or misuse of your user ID, password, or other access mechanism;
- d) statements or conduct of any third party; or
- e) any other matter relating to this PORTAL.

Nothing contained in the PORTAL should be construed as an offer or recommendation to buy or sell any data analysis software. All information is provided with the understanding that EVO and/or other users are not providing technical or any other professional advice.

In no event shall EVO, nor any of its officers, directors, employees, or any other agent be held liable for anything arising out of, or in any way connected with, your use of this PORTAL. EVO, its officers, directors, employees, and other agents shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this PORTAL.

## **PORTAL security**

EVO does not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through this PORTAL. Internet communications may be susceptible to interference or interception by third parties. EVO makes no warranties that this PORTAL is free of infection by computer viruses or other unauthorized software. EVO will not be liable for any loss, damage, cost or expense resulting from any breach of a security measure (including viruses or other unauthorized software).

## **Intellectual Property Rights**

The contents of the PORTAL, including but not limited to its text, graphics, computer programs, scripts, brand and datasets are the copyright of EVO and/its licensors. Other than the content you own, under these Terms, EVO and/or its licensors own all the intellectual property rights and materials contained in this PORTAL. You are granted a limited license only for purposes of viewing the material contained on this Website.

## **User Conduct**

You may use the dataset provided in this PORTAL exclusively for the purpose of testing the predictive performance of your software. Unless expressly permitted, you are prohibited from copying, distributing, downloading, uploading, adapting, republishing, decompiling, posting or transmitting in any way any information or material contained on the PORTAL without the prior written consent of EVO.

## **Your information**

By using the Advanced M&V Testing PORTAL and by uploading on this PORTAL datasets resulting from the use of this PORTAL, you hereby grant EVO and its licensors the right to reproduce, use, distribute or disclose information transmitted to this PORTAL or collected through the use of this PORTAL. You acknowledge that no obligation of any kind shall be attached to such information and that by transmitting information, no confidential, contractually implied or other relationship is created between you and EVO. Any information you upload on this PORTAL must be your own and must not be invading any third-party's rights. EVO reserves the right to remove any of your information from this PORTAL at any time without notice.

## **Restrictions**

You are specifically restricted from all of the following:

- a) selling, sublicensing and/or otherwise commercializing any PORTAL material;
- b) using this PORTAL in any way that is or may be damaging to this PORTAL;
- c) using this PORTAL in any way that impacts user access to this PORTAL;
- d) using this PORTAL contrary to applicable laws and regulations, or in any way may cause harm to the PORTAL, or to any person or business entity;
- e) engaging in any data mining, data harvesting, data extracting or any other similar unauthorized activity in relation to this PORTAL.

Unless otherwise agreed in writing with EVO, you are specifically restricted from all of the following:

- a) publishing any PORTAL material in any other media;
- b) publicly performing and/or showing any PORTAL material;
- c) using this PORTAL to engage in any advertising or marketing.

Certain areas of this PORTAL are restricted from being accessed by you and EVO may further restrict access by you to any areas of this PORTAL, at any time, in absolute discretion.

## **Indemnification**

You hereby agree to indemnify to the fullest extent EVO from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of the provisions of these Terms. You hereby also agree to pay any and all costs incurred by EVO in enforcing this provision, including reasonable attorneys' fees.

## **Severability**

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

## **Assignment**

EVO is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## **Entire Agreement**

These terms and conditions constitute the entire agreement between EVO and you in relation to your use of this PORTAL, and, supersede all prior agreements and understandings.

## **Governing Law & Jurisdiction**

These terms and conditions will be governed by and interpreted in accordance with the laws of the District of Columbia (United States).