Terms and Conditions of Use

Important! Please read this: These Terms and Conditions of Use (“Terms of Use”) impose restrictions and obligations on you, and also limit the liability of Homeowner Safety Valve Company (“HSV”) to you in the event that you are harmed in any way by accessing, viewing or using the Internet-accessible content and services under the AQUARION.COM domain or any of HSV’s successor websites (collectively referred to as the “Website”). Please read the following terms and conditions and our Privacy Policy carefully. BY ACCESSING, VIEWING, OR USING THE WEBSITE, YOU INDICATE THAT YOU UNDERSTAND AND FULLY ACCEPT THESE TERMS OF USE AND THAT THEY ARE BINDING BETWEEN YOU AND HSV. IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU SHOULD NOT ACCESS, VIEW OR USE THE WEBSITE IN ANY MANNER.

HSV reserves the right to change these Terms of Use at any time by posting new Terms of Use at this location. It is your responsibility to periodically check these Terms of Use for changes. Your use of the Website is governed at all times by the then-current Terms of Use. Your continued use of the Website following any changes to these Terms of Use and Privacy Policy will constitute your acceptance of such changes.

1. Your Conduct and Use of the Website

You agree that you will not use the Website content or services for any purpose that is unlawful or contrary to these Terms of Use. You may not use the Website content or services in any manner that could damage, disable or impair the content or services, or in any way infringe upon or damage the reputation or public image of HSV. Further, your use of this web site and its content must not create a public or private impression that is counter to the goals, business purpose, and legal requirements of HSV.

In using the Website, you may not attempt to gain unauthorized access to any account, computer system or network associated with the Website. You acknowledge that if you do any of these things, it may constitute a felony under Connecticut General Statutes, Section 53-451.

2. Third Party Website, Content, Products and Services

a. The Website may display links to third party websites. HSV has not independently confirmed the completeness, accuracy or availability of those third-party websites. You agree that HSV is not responsible for the availability of, and content provided on, third party websites. You should refer to the policies posed by the other website regarding privacy and terms of use before you use them.

b. If you choose to use content or utilize services or purchase products from a third party, your relationship is directly with the third party, and HSV is not responsible for any of the third party products or services. In addition, a link to a non-HSV website does not mean that HSV endorses or accepts any responsibility for the content, or the use, of such website.

c. No permission is hereby granted to you to link from any other website to any portion of the Website, or to frame any content contained on the Website without HSV’s prior written permission.
d. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature. The fact that a third party provides a link to the Website will not in any way be or imply an endorsement agency, joint venture, or similar relationship between HSV and any such third party. No user or third party is authorized to use any software, bots, spiders, or other information-gathering devices or programming routines to monitor, copy, or otherwise "mine" information displayed on the Website for display on or use with any website or service other than search engines. Further, we request that you do not “deep link” to interior pages on the Website.

PLEASE NOTE THAT THE POLICIES OF OTHER WEBSITES LINKED TO THE WEBSITE MAY BE MATERIALLY DIFFERENT THAN THESE TERMS OF USE, ESPECIALLY WITH RESPECT TO THE USE AND COLLECTION OF PERSONAL INFORMATION AND WITH RESPECT TO THE USE OF PROPRIETARY INFORMATION POSTED ON THAT WEBSITE.

3. Termination of Use

If you breach any of these Terms of Use, your authorization to use the Website automatically terminates, and you must immediately cease using any online or printed materials from the Website. HSV reserves the right to block your admission to the Website at any time.

4. Intellectual Property Rights

All content on the Website, including, without limitation, all trademarks, service marks, logos, text, graphics, images, logos, software, HTML code, programming code and the selection and arrangement of the Website is the intellectual property of HSV, or licensed to HSV, and is protected by U.S. and foreign laws and conventions. You may use the information provided on the Website solely for your personal, non-commercial purposes. You must retain and reproduce each copyright notice or other proprietary rights notice contained in any of the information you display, download, or reproduce. With the exception of the foregoing limited authorization, you are not granted any license to or right in the content of the Website. Except as expressly authorized by HSV, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit, or create derivative works of the Website content or services. If you believe any material on the Website infringes a copyright, trademark, or service mark that you own or are authorized to protect, please notify us immediately. Send a "Notice of Infringement" to cs@aquarionwater.com and fax a confirming copy to (203) 330-4613. The Digital Millennium Copyright Act, 17 U.S.C. Section 512(3)(A) specifies required information, which you must provide.

The trademarks, service marks, logos, graphics, page headers, button icons, scripts, domain names, URLs, and other identifiers ("Trademarks") used and displayed on the Website are registered and unregistered trademarks of HSV and others in the United States and other countries. No display or use of any Trademarks may be made without the express prior written permission of HSV or other trademark owner, as the case may be. You may not use any meta tags or any other "hidden text" utilizing HSV’s name or any Trademarks without the express prior written permission of HSV.

HSV reserves the right to treat any communication you make with HSV via the Website as non-proprietary and not confidential.
5. Disclaimer

THE WEBSITE AND THE INFORMATION, DOCUMENTS AND OTHER CONTENT ON THE WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, HSV MAKES NO WARRANTY OR GUARANTEE THAT THE INFORMATION ON THE WEBSITE IS COMPLETE, ACCURATE OR UP-TO-DATE. HSV (INCLUDING ITS AFFILIATES AND SUBSIDIARIES) MAKES NO WARRANTY THAT THE OPERATION OF THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HSV OR AN HSV AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

HSV ALSO EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS YOU ACCESS OR BROWSE THE WEBSITE, DOWNLOAD MATERIAL FROM OR UPLOAD MATERIAL TO THE WEBSITE.

6. Limitation Of Liability

a. DISCLAIMER OF CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HSV (INCLUDING ITS AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS) BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF PERSONAL PROPERTY (INCLUDING DATA), COSTS OF COVER, OR ANY OTHER SIMILAR DAMAGES OR LOSS. THIS DISCLAIMER SHALL APPLY REGARDLESS OF THE NATURE OF YOUR CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE WEBSITE OR ANY OTHER HYPERLINKED WEBSITE, EVEN IF HSV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. LIMITATION OF HSV’S LIABILITY TO YOU. YOU ACKNOWLEDGE THAT THE WEBSITE IS PROVIDED TO YOU AS A COURTESY AND THAT YOU ARE NOT REQUIRED TO USE IT. IN THE EVENT THAT THE RELEASE GRANTED BY YOU IN SECTION 7 IS DETERMINED TO BE INVALID OR UNENFORCEABLE, THEN IN NO EVENT SHALL HSV’S LIABILITY TO YOU FOR ANY DAMAGES YOU INCUR DIRECTLY OR INDIRECTLY AS THE RESULT OF YOUR USE OF THE WEBSITE EXCEED THE AMOUNT OF FIVE DOLLARS ($5.00), REGARDLESS OF THE BASIS OF YOUR CLAIM FOR DAMAGES, BE IT BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE OR OTHERWISE.

7. Indemnification and Release

You agree to defend, indemnify, and hold harmless HSV (including its affiliates and subsidiaries), and their officers, directors, employees, agents, successors or assigns from any and all claims, liabilities, costs, expenses (including attorney's fees) arising in any way
from your use of the Website or use of your account(s). In addition, you hereby release HSV from any and all claims for damages (actual or consequential), costs, or expenses of any kind or nature whatsoever, that you may have against HSV arising out of or in any way related to any content or services made available at the Website. You hereby agree to waive all laws that may limit the efficacy of such releases.

8. General Terms

a. These Terms of Use, including the Privacy Policy, constitute the entire agreement between HSV and you with respect to your use of the Website. No modification to these Terms of Use, or waiver of any of the terms herein, will be binding, unless in writing and signed by an authorized HSV representative. Any waiver or failure to exercise promptly any right under these Terms of Use will not create a continuing waiver or any expectation of non-enforcement.

b. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms of Use, and the remainder of these Terms of Use shall continue in full force and effect.

c. These Terms of Use are governed by the laws of the State of Connecticut without regard to conflicts of laws provisions. You agree to the exclusive jurisdiction and venue for the state courts located in Fairfield County, Connecticut or the federal courts located in the United States District Court for the District of Connecticut, as appropriate, for any claim arising out of or relating to these Terms of Use. You agree and acknowledge that your use of the Website, and all transactions occurring in connection with the Website, shall be deemed to have occurred and taken place solely in the State of Connecticut.

d. If HSV, in its sole discretion, determines that a violation of these Terms of Use has occurred, HSV may pursue any of its legal remedies.

e. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

f. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

9. Contact Information

If you have any questions regarding these Terms of Use or the Website, please contact HSV at (203) 362-3093 or toll-free at (888) 537-5006.

These Terms of Use are in effect as of November 1, 2011.