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These Terms of Use will be governed by and construed in accordance with the laws of the United States of America and the State of Delaware without regard to conflict of law principles, and users agree that all legal proceedings related to the matters herein shall be adjudicated solely in the courts of New Castle County, Delaware, United States of America. Users consent to extraterritorial service of process and submit to the jurisdiction of said courts. To the extent any portion of these Terms of Use shall be determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms of Use as so modified will remain in full force and effect. Any waiver of any provisions contained in these Terms of Use by Burns & McBride Energy, shall not be deemed to be a waiver of any other right, term, or provision of these Terms of Use.

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We also use "web beacons" in our HTML-based emails to let us know which emails have been open by recipients. This allows us to track the effectiveness of certain communications as well as the effectiveness of our marketing campaigns. If you would like to opt-out of these emails, please visit the following URL:  
<http://www.burnsandmcbride.com/mail/unsubscribe.aspx>.

### **Sweepstakes/Promotions**

Burnsandmcbride.com sometimes includes notices of sweepstakes or other promotions we are conducting, and we may permit you to enter electronically in some cases. If that occurs, we will use the information you provide for the purpose of conducting the promotion (e.g., to contact you if you're a winner). In addition, we may participate in internet related promotions sponsored by third parties. In these instances, if you are a participant in such promotions, we may provide certain personally identifiable information to these third parties in furtherance of the promotion. These parties have agreed to hold this information in confidence, not use it for any purpose except to carry out the requested service, and honor burnsandmcbride.com's privacy and security policies in the way this information is handled.

### **Market Research**

From time to time, burnsandmcbride.com may also conduct questionnaires and surveys and we may contact you via email, postal mail or phone. Survey information is treated like all of the information we collect, and it is used to help us improve the appeal of our products and our site.

### **Third Parties Service Providers**

Burnsandmcbride.com sometimes employs other companies and individuals to perform services for us. For example, we may hire agencies to help administer consumer promotions, to analyze data, and to provide customer service. These parties have agreed to hold this information in confidence, not use it for any purpose except to carry out the requested service, and honor Burns & McBride Energy's privacy and security policies in the way this information is handled.

### **Security**

Burnsandmcbride.com takes your privacy and security seriously. For this reason we have established security measures including locked doors and files, electronic security and managerial controls that limit the potential for misuse of information by employees, contractors and other third parties.

## **Opting Out**

If you would rather not receive marketing emails from us, please opt-out by visiting the following URL: <http://www.burnsandmcbride.com/mail/unsubscribe.aspx>. Please note that removal from our postal lists may take up to 6 to 8 weeks to be effective.

## **Contacting Burnsandmcbride.com**

If you have any questions about our Policy, you can e-mail us at <mailto:info@burnsandmcbride.com> or contact us by mail at Burns & McBride Energy, 240 South DuPont Highway, Suite 110, New Castle, Delaware 19720. We'll be happy to answer your questions or hear your concerns

These Terms of Use were last updated June 24, 2006. Please check back periodically for updates and changes.