

SunRoof Digital Platform General Terms of Use

Terms Of Use

This document is intended to explain the terms and conditions that apply to your use of SunRoof Digital Platform at www.sunroof.energy and any other application or monitoring site. This Agreement is a legally binding contract between you and SunRoof. Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using any SunRoof Digital Platform (the “Service”) operated by SunRoof USA, Inc., or its subsidiaries (“us”, “we”, or “our”).

BY ACCESSING OR OTHERWISE USING ANY OF SUNROOF’S DIGITAL PLATFORMS, INCLUDING BROWSING OUR DIGITAL PLATFORM, OR PURCHASE OF PRODUCTS AND SERVICES ON THE PLATFORMS, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND OUR PRIVACY POLICY. ALL VISITORS TO AND USERS OF ANY ASPECT OF THE SUNROOF DIGITAL PLATFORM ARE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU MAY NOT USE THE DIGITAL PLATFORMS. WE RESERVE THE RIGHT TO MODIFY THE TERMS OF USE AT ANY TIME WITHOUT PRIOR NOTICE.

Eligibility

The SunRoof Digital Platform is not targeted towards, nor intended for use by, anyone under the age of 18. By using the SunRoof Digital Platform, you represent and warrant that you are 18 years of age or older. If you are not at least 18 years of age, do not access, use, or register on any SunRoof Digital Platform. In the event we become aware you are under 18, we will terminate your registration. If you register an account with us on behalf of a business entity, you are asserting that you have the authority to agree to these Terms of Use on behalf of the business.

Accounts

When you create an account with SunRoof, you must provide information that is accurate, complete, and current at all times. It is prohibited to use false information or impersonate another person or company in your interactions with us or in connection with your use of our Digital Platform. This includes misrepresenting the nature of your relationship with SunRoof. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service. If you have registered an account with us, you will update your contact information if it changes so that we can contact you.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service. You are responsible for all uses of your account(s), whether or not actually or expressly authorized by you. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

The Digital Platform may provide features that allow you to share information and materials with SunRoof and other users. Please make sure you read our Privacy Policy, which provides important information about your online privacy and our use of information that we collect about you. You are solely responsible for the content of, and any harm resulting from, any of your postings or submissions to the Digital Platforms (“Contributions”). When you create or make available a Contribution, you

represent and warrant that you own or have sufficient rights to post or submit your Contribution on or through the Digital Platforms. You will not post Contributions that infringe any rights of SunRoof or any other person or entity, including intellectual property and other proprietary rights, confidentiality rights and contractual rights or obligations.

In addition, you agree to fully comply with any third-party licenses relating to your Contributions and agree to pay all royalties, fees and other monies owed to any person or entity by reason of Contributions that you have posted or submitted on or through the Digital Platform.

You agree not to submit a Contribution that is defamatory, damaging, disruptive, unlawful, intentionally inaccurate, pornographic, vulgar, indecent, profane, hateful, racially or ethnically offensive, obscene, lewd, lascivious, filthy, threatening, excessively violent, harassing, or otherwise objectionable; incites, encourages or threatens immediate physical harm against another group or person; promotes racism, bigotry, sexism, religious intolerance or harm against any group or individual; or contains material that solicits or attempts to solicit personal information from anyone under 18 or exploits anyone in a sexual or violent manner.

You will not post Contributions that contain advertisements or solicit any person to buy or sell products or services (other than our products and services). You will not post Contributions or take any other action that constitute, contain, install, or attempt to install or promote spyware, malware, or other computer code, whether on our or others' computers or equipment, including technologies designated to enable you or others to gather information about or monitor the on-line or other activities of another party.

Changes and Termination

The material and information available on the SunRoof Digital Platform may become out of date at any given time and we are under no obligation to update the contents of the Digital Platform.

We reserve the right, at our sole discretion, to modify and replace these Terms at any time. SunRoof also reserves the right to change, suspend or discontinue any aspect of the Digital Platform at any time, and for any reason and without prior notice to you. SunRoof will not be liable for any effect that a change to the Digital Platform may have on you, regardless if it has prior knowledge of such effect. Unless expressly stated otherwise, any new features, new services, enhancements, or modifications to the SunRoof Digital Platform implemented after your initial access to the Digital Platform shall be subject to these Terms of Use. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the SunRoof Digital Platforms.

We reserve the right, at our sole discretion, to terminate or suspend your account or related accounts to the SunRoof Digital Platform at any time without liability, and for any reason without advance notice to you. Upon termination, you do not have a contractual or legal right to continue to use the SunRoof Digital Platform. You may terminate your account at any time, and for any reason, by contacting SunRoof. Termination of your account by either party may cause you to lose any information associated with your account. The terms of this Agreement will remain in effect even after your access is terminated.

Restrictions on Rights to Use

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You will not transmit chain letters, bulk or junk email or interfere with, disrupt, or create an undue burden on the SunRoof Digital Platform or the networks or services connected to the Digital Platform, including without limitation, sending unsolicited or commercial emails, bulletins, comments or other communications. You are solely responsible for any activity on any registered account or profile. If you share your account with other people, you are responsible for all activity conducted by those people.

You agree you shall not, and not allow any other individual to create user accounts by automated means or under false or fraudulent pretenses, nor submit to the SunRoof Digital Platform any content that falsely states or implies that such content is sponsored or endorsed by SunRoof.

You represent and warrant that you will not, and not allow any other individual to use the SunRoof Digital Platform, intentionally or unintentionally, to violate any applicable local, state, federal or international law.

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SunRoof may display visual representations of products sold through the SunRoof Digital Platform. SunRoof attempts to display the colors of the products shown on the Digital Platform as accurately as possible. However, we cannot guarantee that the color you see matches the product color, as the display color depends, in part, upon the monitor used by you.

Limitation on Liability

IN NO EVENT SHALL SUNROOF OR THEIR RESPECTIVE AFFILIATES, OR THE SHAREHOLDERS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY OF THE FOREGOING, BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL

DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA) ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, UNAVAILABILITY OF, INABILITY TO USE OR IMPROPER USE OF THE SUNROOF DIGITAL PLATFORM, INCLUDING BUT NOT LIMITED TO ANY USER CONTENT, REVIEWS, ADVICE, SERVICES, PRODUCTS, AND OTHER INFORMATION AND MATERIALS CONTAINED IN OR DESCRIBED ON THE DIGITAL PLATFORM, OR THE DISCLOSURE OR MISUSE OF ANY USER'S PERSONAL INFORMATION, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. IN ANY EVENT, SUNROOF'S RESPECTIVE TOTAL MAXIMUM LIABILITY IN RESPECT OF THE SUNROOF DIGITAL PLATFORM OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO THE USER CONTENT, REVIEWS, ADVICE, SERVICES, PRODUCTS, AND OTHER INFORMATION AND MATERIALS CONTAINED IN OR DESCRIBED ON THE SUNROOF DIGITAL PLATFORM, IN ANY MANNER WHATSOEVER, SHALL BE LIMITED TO ONE HUNDRED UNITED STATES DOLLARS (\$100.00). THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

Indemnity

You agree to indemnify and hold SunRoof our subsidiaries and its respective affiliates, licensors, directors, officers, members, managers, employees, agents, and representatives, harmless from and against any losses, costs, expenses or damages of any nature whatsoever (including attorney's fees and court costs) arising from any claim, cause of action, suit or demand of any third party due to, arising out of or related to (i) your access to the SunRoof Digital Platform, (ii) your use of the SunRoof Digital Platform, (iii) any User Content posted, uploaded or transmitted by you, (iv) your use or distribution of any User Content, (v) your violation of these Terms of Use, (vi) any use of your User ID or password by you or any third party, or (vii) the infringement or other violation by you, or any third party using your account or User ID or password, of any intellectual property or other right of any person or entity.

Disputes

You are solely responsible for your conduct when accessing and using the Digital Platforms. You agree that we cannot be liable for any dispute that arises between you and any other user.

Any dispute relative to this Agreement will be governed by the laws of the State of Texas, without regard to its conflict of law provisions. Any dispute relating in any way to your visit to or participation on the SunRoof Digital Platform shall be submitted to confidential arbitration in Travis County, Texas, Arbitration under these Terms of Use shall be conducted under the rules then prevailing of the American Arbitration Association and you agree that any dispute or claim arising from or relating to this Agreement shall be settled by final and binding arbitration. Threshold questions of arbitrability of the dispute, will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under this Agreement will take place on an individual basis — class arbitrations and class actions are not permitted. You understand that by agreeing to the Agreement, you and SunRoof are each waiving the right to trial by jury or to participate in a class action or class arbitration. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator.

Applicable Law

By visiting SunRoof Digital Platform, you agree that the laws of the State of Texas, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and SunRoof. SunRoof makes no representation that the Digital Platform operates (or is legally permitted to operate) in all geographic areas, or that the Information, Digital Platform, or Services are appropriate or available for use in other locations. Accessing the Digital Platform from territories where the Digital Platform or any content or functionality of the Digital Platform or portion thereof is illegal is expressly prohibited. If you choose to access the Digital Platform, you agree and acknowledge that you do so on your own initiative and at your own risk, and that you are solely responsible for compliance with all applicable laws.

Miscellaneous

This Agreement constitutes the entire agreement between you and SunRoof regarding the use of the Digital Platform and supersedes any prior agreements between you and us related to the use of the Digital Platform. Nothing in this Agreement shall be deemed to create an agency, partnership, joint venture, employment relationship or franchise relationship because of these Terms of Use, and you do not have any authority of any kind to bind SunRoof in any respect whatsoever. The invalidity of all, or a part, or any of the terms and conditions set forth above shall not invalidate the remainder of such terms and conditions.

We may provide you with notices, including those regarding changes to these Terms of Use, by email, regular mail, or postings on the SunRoof Digital Platform. Communications with SunRoof, including phone and email, may be monitored and recorded, or saved for training and quality assurance.

SunRoof's failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of the enforcement of such right or provision. If any provision of these Terms of Use is found to be unenforceable or invalid, that provision or part of the provision shall be severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. You may not assign your rights under this Agreement to any third party except with our prior written consent. SunRoof may assign our rights under this Agreement without condition.

Contact SunRoof

Please contact us with any questions regarding these Terms of Service at info@sunroof.energy or via mail at 701 Brazos Street, Suite 500, Austin TX 78701