

Terms of Use

Carefully read these terms and conditions of use ("Terms of Use") as they govern your access to and use of EOS Solar's ("EOS Solar," "we," "us," and "our") Platform. Your acceptance of, and compliance with, these Terms of Use is a condition to your use of the following:

- <https://eossolarloan.com> or <https://eosloan.com> (together, the "Websites");
- EOS Loan (the "App");
- Other systems maintained by us and/or our affiliates ("Systems");
- The services ("Services") made available through our Websites and App.

Our Websites, App, Systems, and the Services are collectively referred to as our "Platform."

1-) Acceptance of the Terms of Use

By accessing or using our Websites and/or App, or other Systems, you (the "User" or "you"), whether you are:

- a consumer seeking financing (a "Customer"),
- a contractor, manufacturer or distributor using the Platform to enable any of their own clients to obtain financing (a "Contractor"),
- an individual employee or other representative (a "Client Representative") of a business (a "Client") that provides, products and/or services that may be financed through our System,
- an employee or other representative (a "Financier Representative") of a third-party financing source (a "Financier") that may provide financing for a Customer's purchase of a product and/or service from a Client or another business, or
- an employee or representative of EOS Solar or one or more of its affiliates (a "CF Representative"),

Confirm that you have read, understand, and agree to be bound by these Terms of Use and our Privacy Policy located at <https://eossolarloan.com/en/privacy>, regardless of whether you or any Customer referred by you to these Websites or Mobile Application receives, or the Financier you are employed by or represent provides, any financing through the EOS Solar Program (as defined below).

The Customer acknowledges that EOS may oversee and control the release of funds from the Financier pertaining to the agreement/proposal between the Customer and the Contractor. These funds may or may not be directed to an escrow account, with disbursements managed by EOS. The Customer acknowledges that Financier may oversee and/or control of the release of funds or act in any other way that suits the Financier or any third party in accordance with the Financier policies.

Eos may assess the agreements between the Customer and the Contractor, audit milestone deliveries to assess completion, and coordinate fund disbursement based on achieved milestones. The Financier may audit milestone deliveries to assess completion, and coordinate fund disbursement based on achieved milestones. EOS may contact the customer through phone, mail, or email to inquire about the services requested to the Contractor. Additionally, EOS may ask the Customer to confirm their request of the services if such information is not provided by the Contractor. Compensation for the services outlined in this agreement/proposal is covered within the contractual terms between the Customer and the Contractor.

Customer and Contractor agrees that EOS shall collect, through its Platform, information from Customer and Contractor regarding its bank accounts, in order to proceed with the automated clearing house (ACH) collection and escrow services between EOS and the Contractor and/or Customer, as set forth in the ACH Authorization, that shall be carried out in order to assure the payment of the Project Coordination Fee or Platform Fee, as applicable, to EOS.

EOS Solar provides the Platform to assist Customers actively seeking a loan to purchase certain product and/or service with Financiers that may or may not be willing to offer such financing options in response to the Customer's application (the "EOS Solar Program"). Any information provided through the Platform is not an

application for a loan or other financing option from EOS Solar. EOS Solar makes no representations of any rates, points, and loan programs offered through Financiers. Any information submitted through the Platform is for the purpose of obtaining additional information regarding a potential loan that might be provided through a Financier. The Parties acknowledge that they understand and agree that any information provided to EOS Solar through the Platform for the purpose of generating a proposal may be shared with various Financiers and only for the purposes of providing the Services.

Even if you have not yet accepted this Terms of Use, once you complete your request application for financing in our Platform, EOS Solar may share such application, including the information contained therein, with Contractor's Financier solely for the purpose of the Financier do a qualification call with you.

EOS Solar does not guarantee the accuracy of any information transmitted on, through, or by its Platform, nor does EOS Solar itself lend money, provide other financing options or provide any products or services that maybe financed through a loan made using the EOS Solar Program. While EOS Solar permits Clients and Contractors that provide certain products and/or services to refer Customers to the Platform, EOS Solar is not responsible for any actions by a Client or Client Representative or any pricing decisions made by a Client in pricing its products and/or services. You further understand that EOS Solar may also use any information you or your Client Representative provides about you through the Platform in any manner consistent with terms below and our Privacy Policy.

EOS Solar request that you read the entirety of the Terms of Use carefully. In addition, EOS Solar directs particular attention to Section 10 (Intellectual Property), which broadly authorizes EOS Solar to use and share Customer information with third parties, in addition to the Financiers and the Clients, and Sections 15 – 17, which include binding provisions imposing a limitation on liability, and provisions providing for choice of law, venue, jurisdiction, and mandatory and binding alternative dispute resolution.

In addition to these Terms of Use, you may enter into other agreements with us or others that will govern use of the EOS Solar Program or other services offered on behalf of the Clients, Financiers and others through, or as part of the EOS Solar Program. If there is any contradiction between any term of these Terms of Use and the terms of another agreement you enter into applicable to specific aspects of the EOS Solar Program or other services offered or made available through the EOS Solar Program, the more stringent terms, as determined by us, shall take precedence. Furthermore, the Customer acknowledges and agrees that must accept and comply with the terms of use of the Financier and that the Eos is not responsible for the terms agreed upon between the Customer and the Financier or any consequences arising from the Customer's acceptance of those terms.

Please be aware that Section 16 (Arbitration Agreement & Dispute Resolution) of these Terms of Use contains provisions that govern how claims that a Customer or Contractor and EOS Solar may have against each other are resolved. In particular, these Terms of Use provide that all disputes between a Customer or Contractor and EOS Solar that in any way relate to these Terms of Use or a Customer's or Contractor's use of the Platform will be resolved by BINDING ARBITRATION. ACCORDINGLY, CUSTOMER AND/OR CONTRACTOR AGREES TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review Section 16 below for the details regarding your agreement to arbitrate any disputes with EOS Solar. The Terms of Use limit the remedies that may be available to you in the event of a dispute.

Certain location-enabled functionality made available in the Platform is provided by Google Inc., Apple Inc., and other third party providers. Your use of that functionality may be subject to additional terms and conditions (as updated from time-to-time): http://www.google.com/intl/en-US_US/help/terms_maps.html and <https://www.apple.com/legal/internet-services/maps/terms-en.html>. You must exercise your own judgment as to the adequacy and appropriateness of the information. All location-based information is provided entirely "as-is," without warranties of any kind.

In these Terms of Use, unless the context otherwise requires, (1) words of the masculine gender mean and include correlative words of the feminine and neuter genders, (2) words importing the singular number mean and include the plural number and vice versa, and (3) words referring to "persons" means any natural person as well as any entity or organization, any government or any agency or political subdivision of any government.

2-) Changes to these Terms of Use

By accessing our Platform and/or utilizing our EOS Solar Program, you acknowledge that we may revise and amend these Terms of Use without prior notice. We will notify you of any changes to these Terms of Use through the Platform or the EOS Solar Program. Please refer back to the Terms of Use regularly. Your continued use of the EOS Solar Platform following our posting of any such changes will mean that you accept such changes.

3-) The EOS Solar Platform is for Use by Individuals 18 Years of Age and Older

The EOS Solar Platform is intended solely for natural persons who are eighteen (18) years of age or older, and any registration by, use of, or access to the EOS Solar Platform by any person under 18 years of age is unauthorized and in violation of these Terms of Use. We may terminate your use of the EOS Solar Platform without notice if we believe you are less than 18 years old. By using the EOS Solar Platform, you represent and warrant that you are a natural person, you are 18 years of age or older, and that you agree to and will abide by all of the terms and conditions of these Terms of Use.

4-) EOS Solar Platform Use Restrictions

Without our prior written consent, you may not:

- a) Use any automated means to access the Platform or collect any information from the EOS Solar Platform (including, without limitation, robots, spiders, scripts, or other automatic devices or programs);
- b) Frame the Platform in any manner, utilize framing techniques to enclose any content or other proprietary information, place pop-up windows over any Platform pages, or otherwise affect the display of any pages on the Platform;
- c) Engage in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining content or other information;
- d) Use the EOS Solar Platform in any manner that violates applicable law or that could alter, damage, disable, overburden, or impair the EOS Solar Platform or interfere with any other party's use and enjoyment of the EOS Solar Platform;
- e) Access, use, or monitor our EOS Solar Platform for benchmarking or any direct competitive purposes.
- f) Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Platforms, in whole or in part;
- g) Bypass or breach any security device or protection used by the Platforms or allow access or use of the Platforms by anyone other than by you using your own then valid access credentials;
- h) Input, upload, transmit, or otherwise provide to or through the Platforms, any information or materials that are unlawful or injurious, or contain, transmit, or activate any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to:
 - i. permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any;
 - 1. computer, software, firmware, hardware, system, or network; or
 - 2. any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or

- ii. prevent anyone from accessing or using the EOS Solar Platforms as intended;
- i) Damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the EOS Solar Platform, in whole or in part;
- j) Remove, delete, alter, or obscure any trademarks, specifications, documentation, terms of use, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any portion of the EOS Solar Platform, including any copy thereof;
- k) Access or use the EOS Solar Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other rights of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any Customer, Contractor, Client or Financier), or that violates any applicable law;
- l) Access or use the EOS Solar Platform for purposes of competitive analysis of same, the development, provision, or use of a competing software services, systems or products or any other purpose that is to EOS Solar's detriment or commercial disadvantage;
- m) Use the EOS Solar Platform to input information that you are not authorized to provide to EOS Solar; or
- n) Otherwise access or use the Platforms or Provider Materials beyond the scope of the authorization granted under these Terms of Use.

In the event access to the Platform or a portion thereof is limited requiring a user ID and password ("**Protected Areas**"), you agree to access Protected Areas using only your user ID and password as provided to you by EOS Solar. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. You agree to promptly notify EOS Solar if you have any reason to believe a person is using a username or password that belongs to another party. EOS Solar is not responsible for the information, activities, or data associated with your account. You agree to defend, indemnify and hold EOS Solar harmless from and against all third party claims, damages and expenses (including reasonable attorneys' fees) against or incurred by EOS Solar arising out of your breach of these Terms of Use or violation of applicable law, your use or access of the Platform, or access by anyone accessing the Platform using your user ID and password.

We may terminate or disable your access to the EOS Solar Platform for any reason, with or without cause, including if we believe that you have violated or acted inconsistently with these Terms of Use.

5-) User Representations

You represent, warrant, and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the Platform will violate or infringe upon the rights of any third party, including, without limitation, any copyright, trademark, patent, privacy, publicity, or other personal or intellectual property rights; or contain libelous, defamatory, or otherwise unlawful material.

You represent, warrant, and agree to terminate any pre-existing relationships with a Financier prior to using the EOS Solar Platform and will solely correspond with said Financier or a Financier Representative through your EOS account. You will notify us promptly if you discover any unauthorized use of your account. We are not responsible for any losses resulting from unauthorized use of your account.

In addition, you agree not to use the EOS Solar Platform to:

- a) Except where authorized by us, register for more than one User account, or register or operate a User account on behalf of or for the benefit of any person who is not eligible to register for or operate a User account in their own name;

- b) Impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, or your affiliation with or authority to act on behalf of any person or entity;
- c) Upload, post, transmit, share, store, or otherwise make publicly available through the Platform any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and credit card numbers, unless expressly authorized to do so by that third party;
- d) Upload, post, transmit, share, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the EOS Solar Platform;
- e) Use or attempt to use another's account or information, including personally protected information, without express authorization from that other person, or create a false identity through the EOS Solar Platform; or
- f) Make any false or misleading statements or provide any false or misleading information through the EOS Solar.

Your use of the Platform is an acknowledgement that you agree to abide by any and all applicable consumer lending regulations, including but not limited to the Equal Credit and Opportunity Act ("**ECOA**") and Unfair Deceptive, or Abusive Acts or Practices ("**UDAAP**") as outlined within the Consumer Protection Act of 2010 ("**CPA**").

6-) Information Posted through the Platform

As between us and you, all content made available on or through the Platform, whether uploaded, published, or displayed by us, any Client or Financier, including designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement, except as provided in Section 11 (Third Party Links & App Store), is the property of EOS Solar or one or more of the Clients or Financiers (collectively the "**EOS Solar Content**").

To the best of our knowledge, we use only content that we own or have permission to use. No EOS Solar Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without prior written permission. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.

You are solely responsible for the information that you post or, in the case of a Customer, a Client posts about you on or through the Platform and your conduct regarding the EOS Solar Platform. By posting information, or permitting information about you to be posted, to or through the Platform, you agree to

- a) Provide, or cause to be provided, accurate, current, and complete information; and
- b) Promptly notify us of any changes to information or circumstances that could affect your eligibility to continue using the EOS Solar Platform.

7-) Consent to Electronic Records and Communication

As part of your relationship with us, you may receive certain information "in writing" – which means you are entitled to receive such information on paper. The federal ESIGN Act and certain state laws allow us to provide this information to you electronically, instead, with your prior consent. To better serve you, we need your consent to use Electronic Records (defined below) in our relationship with you generally. This Section 7 informs each Customer of his/her rights when receiving Electronic Records from us in connection with any EOS Solar Program loan for which such Customer applies (an "**Account**").

- a) **Definitions.** For purposes of this Consent to Electronic Records and Communication, the following terms

have the following meaning: “We,” “us,” and “our” refer to EOS Solar, the Customer’s Client and Financier, a Contractor and for all of the foregoing, their current and future affiliates, agents, and assigns and any other person or entity who provides services related to your Account, including the EOS Solar Program. “You” and “your” means the each Customer giving this consent, and also each additional applicant, accountholder, authorized user, and account contact on any EOS Solar Program loan for which such Customer applies. “**Electronic Records**” are any legally-required disclosures, agreements, Account information, notices, statements, and other information provided to you electronically. Electronic Records may include, but are not limited to, applicable disclosures pursuant to the Equal Credit Opportunity Act and Regulation B; ESIGN Act Disclosure and Consent; the Truth in Lending Act and Regulation Z; the Gramm-Leach-Bliley Act and Regulation P; and any other federal, state or local law, or regulation applicable to your application or Account.

- b) **Your Consent to Use Electronic Records and Signatures.** By agreeing to this Consent to Electronic Records and Communication, you acknowledge receipt of this document, and consent to the use of Electronic Records and electronic signatures in connection with your Account (collectively, “**Your Consent**”). Your Consent is effective until you withdraw Your Consent. We may always, in our sole discretion, provide you with a document in writing, even when you have chosen to receive it electronically.
- c) **Requesting Paper Copies.** You may request paper copies of Electronic Records at no cost by contacting us. Before you decide to do business electronically with us, you should consider whether you have the required hardware and software capabilities described below.
- d) **Hardware and Software Requirements.** To access and retain Electronic Records electronically, you will need to use the computer software and hardware identified below. “**Current Version**” means a version of the software or hardware that is currently being supported by its publisher. You will need the following:
 - i. Internet access,
 - ii. Current Version (defined above) of a PDF reader (such as Adobe® Acrobat),
 - iii. Current Version of an Internet browser (such as Edge, Firefox, Chrome, Safari),
 - iv. A means to retain documents by printing or storing electronically,
 - v. A valid email address, and
 - vi. A personal computer, mobile device, or other device capable of supporting the requirements listed above.

If these requirements change in a way that creates a material risk that you would not be able to receive or retain your Electronic Records, we will notify you. Continuing to use electronic Account services after receiving notice of the change is reaffirmation of Your Consent.

- a) **Withdrawing Consent.** You may withdraw Your Consent at any time and at no cost to you. If you withdraw Your Consent prior to the approval of your application, this will prevent you from receiving various electronic information from us. If at any time you wish to withdraw Your Consent, contact us. If you withdraw Your Consent, the legal enforceability of any prior Electronic Record will not change.

You provide your consent and agree that we may contact you for any lawful reason, including, but not limited to, in connection with your application and Account, and to market goods and services of various Clients and Financiers, their servicers, or any unaffiliated third-parties. Furthermore, we may contact you for other purposes, including, but not limited to such marketing campaigns, customer care, accountability, service feedback, important notifications, updates, charity initiatives, and other relevant communications related to our services. These messages may include promotional content, service-related information, and updates aligned with our activities. We may contact you at such addresses or numbers (including wireless cellular telephone numbers and ported landline numbers) as you may provide to us from time to time. We may use any means of communication, including, but not limited to, postal mail, telephone, electronic mail, text messaging, voice messages, or other technology, to reach you. You agree that we

may use automated dialing and announcing devices that may play recorded messages. We may also send text messages to your telephone. You are not required to provide your mobile telephone number as a condition of receiving credit, and you may withdraw your consent to use automated dialing systems and pre-recorded messages in connection with your mobile telephone number at any time by contacting us.

By providing Your Consent, you:

- i. Acknowledge that you have the technical ability to access the Electronic Records in the designated formats described above;
- ii. Acknowledge that you have read the information about Electronic Records and Communication;
- iii. Consent to having legally-required disclosures, agreements, Account information, notices, statements, and other information provided or made available to you in electronic form and doing business with us electronically;
- iv. Acknowledge that you may request a paper copy of an Electronic Record at no charge to you; and
- v. Indicate your intent to utilize electronic signatures to apply for credit and process transactions on your account.

8-) Consent to be Contacted

To the extent required by applicable law, we endeavor to make the proper disclosures and obtain consumer consent when collecting your contact information.

9-) Third Party Services; Soft Credit Inquiry

EOS Solar offers services provided by third parties. You consent to EOS Solar providing your contact information to these third-party providers for any and all purposes EOS Solar, in its sole discretion, deems appropriate.

As per your request and application for the Services, EOS Solar's lending partners will conduct a "SOFT CREDIT INQUIRY" of your credit in order to review for an approval decision that will not affect your credit score. Once the soft credit inquiry is done and resulted as approved, the EOS Solar's lending partners will proceed with the loan closing(s). If a Financier denies you the loan based on your soft credit inquiry report, a notification of such denial will be issued to you by the Financier.

10-) Intellectual Property

Ownership of the Platform. All pages, features and content within this Platform and any material made available for download are the property of EOS Solar, or its licensors or suppliers, as applicable. The Platform is protected by United States and international copyright and trademark laws. The contents of the Platform, including without limitation all data, files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Platform ("**Content**") may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized by these Terms of Use or otherwise approved in writing by EOS Solar. You may not frame or utilize framing techniques to enclose, or deep link to, any name, trademarks, service marks, logo, Content or other proprietary information (including images, text, page layout, or form) of EOS Solar without our express written consent.

- a) **Trademarks.** EOS Solar, its names and all associated graphics, logos, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks, or trade dress in the United States. EOS Solar's trademarks and trade dress may not be used, including as part of trademarks or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part,

without the prior written permission of EOS Solar in each instance.

- b) **Feedback.** You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information (“**Feedback**”) provided by you to us through the EOS Solar Platform are non-confidential and shall become the sole property of EOS Solar. EOS Solar shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.
- c) **Copyright Complaints.** If you believe that any material on the Platform infringes upon any copyright that you own or control, you may contact us about such infringement.
- d) **Notice Requirements.** To meet the notice requirements under the Digital Millennium Copyright Act, the notification must be a written communication and include the following information:
 - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works, a representative list of such works at that site;
 - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
 - iv. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
 - v. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner; and
 - vi. 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 an exclusive right that is allegedly infringed.

11-) Third-Party Links & App Store

Third-Party Links & Ads. The Platform may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, “**Third-Party Links & Ads**”). Where the Platform contains links to Third-Party Links & Ads, these links are provided for your information and convenience only. We have no control over the contents of those sites or resources. EOS Solar does not review, approve, endorse, or make any promises with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk. When you click on any of the Third-Party Links & Ads, the applicable third party’s terms and policies apply, not these Terms of Use.

App Store. EOS Solar grants to you a nontransferable license to use the App on devices that you own or control. EOS Solar reserves all rights in and to the App not expressly granted to you under this Agreement. When you download our App, you may do so through a third party’s online application store (“**App Store**”). You acknowledge that these Terms of Use are between you and us and not with the owner or operator of the App Store (“**App Store Owner**”). As between the App Store Owner and us, we, and not the App Store Owner, are solely responsible for the EOS Solar Platform, including the App, the content, maintenance, support services, and warranty, and addressing any claims relating thereto. In order to use the App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store Owner in connection with the Platform, including the App.

You and we acknowledge that, as between EOS Solar and the App Store Owner, the App Store Owner is not

responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (1) product liability claims; (2) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation.

You and we acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, as between EOS Solar and the App Store Owner, EOS Solar, not the App Store Owner, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use. You and we acknowledge and agree that the App Store Owner, and the App Store Owner's affiliates, are third-party beneficiaries of these Terms of Use as related to your license of the, and that, upon your acceptance of these Terms of Use, the App Store Owner will have the right (and will be deemed to have accepted the right) to enforce the terms of these Terms of Use as related to your license of the App against you as a third-party beneficiary thereof.

You represent and warrant that

- a. you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country;
- b. you are not listed on any U.S. Government list of prohibited or restricted parties; and
- c. you are not a resident of the European Union, nor do you otherwise qualify for protection under the General Data Protection Regulation, commonly referred to as GDPR.

Without limiting any other terms in these Terms of Use, you must comply with all applicable third-party terms of agreement when using the App.

12-) Disclaimers

We may change any and all content within the Platform and any service offered through the EOS Solar Program at any time without notice. We may discontinue the Platform or any goods or services available through the Platform at any time and for any reason. We are not responsible for any problems or technical malfunction of any telephone or cable network or lines, servers or providers, computer equipment, software, failure of email, or technical problems or traffic congestion on the Internet or on or through the Platform, including injury or damage to Users or to any other person's devices related to or resulting from use of the EOSSolar Platform. Under no circumstances will we be responsible for any loss or damage, including any loss or damage to any user data, financial damages, lost profits, loss of business, or personal injury or death, resulting from anyone's use of the EOS Solar Platform.

EOS SOLAR DOES NOT WARRANT THAT ACCESS TO OR USE OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE PLATFORM WILL BE CORRECTED. THESE PLATFORM, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SERVICE RELATED TO THE PLATFORM, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. EOS SOLAR DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE PLATFORM.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE PLATFORM, PLATFORM-RELATED SERVICES, AND LINKED WEBSITES. EOS SOLAR DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

13-) Limitation of Liability Regarding Use of the Platform

EOS SOLAR, ITS CLIENTS, AND ITS FINANCIERS ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT,

INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE PLATFORM, PLATFORM-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE PLATFORM, AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PLATFORM, PLATFORM-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE PLATFORM AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM AGGREGATE LIABILITY OF EOS SOLAR TO YOU WITH RESPECT TO YOUR USE OF THE PLATFORM IS \$100 (ONE HUNDRED DOLLARS).

14-) External Services

The Platform may enable access to EOS Solar's and/or third-party services and websites, including social media sites (collectively and individually, "**External Services**"). You agree to use the External Services at your sole risk. EOS Solar is not responsible for examining or evaluating the content or accuracy of any third-party External Services, and shall not be liable for any such third-party External Services. Data displayed by the Platform or External Service, including but not limited to financial and location information, is for general informational purposes only and is not guaranteed by EOS Solar or its agents. You will not use the External Services in any manner that is inconsistent with the terms of this Agreement or that infringes the intellectual property rights of EOS Solar or any third party. You agree not to use the External Services to harass, abuse, stalk, threaten or defame any person or entity, and that EOS Solar is not responsible for any such use. To the extent you choose to use such External Services, you are solely responsible for compliance with any applicable laws. EOS Solar reserves the right to change, suspend, remove, disable or impose access restrictions or limits on any External Services at any time without notice or liability to you.

15-) Disputes, Governing Law, Venue, and Jurisdiction

To the extent the parties are permitted under these Terms of Use to initiate litigation in a court, both you and EOS Solar agree that these Terms of Use shall be governed by Texas law. Jurisdiction and venue for any proceeding arising out of or relating to these Terms of Use or your use of the Platform shall be in Harris County, Texas. All actions arising from or relating to these Terms of Use or the Platform must be brought exclusively in either

- a. the permissible arbitration organizations listed in **Section 17**, or, where exempted from arbitration by these Terms of Use,
- b. the courts of the State of Texas located in Harris County.

Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind that in any way arises from or relates to these Terms of Use, in any forum other than those designated in this section. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Texas located in Harris County. Each party agrees that a final judgment in any such arbitration, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of that right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, then we nevertheless agree that the court should endeavor to give effect to the intentions reflected in the provision, and the other provisions of these Terms of Use shall remain in full force and effect. The language of these Terms of Use shall be construed as to its fair meaning and not strictly for or against any party.

16-) Arbitration Agreement & Dispute Resolution

Please read this Arbitration Agreement carefully. It is part of each Customer's contract with EOS Solar and affects each Customer's rights. It contains procedures for mandatory binding arbitration and a class action waiver. Any

dispute relating to a Contractor shall also be subject to this Arbitration Agreement.

- a) **Scope of Arbitration Agreement ("Arbitration Agreement").** Each Customer acknowledges and agrees that any dispute or claim relating in any way to his/her access or use of the Platform or to any other aspects of his/her relationship with EOS Solar will be resolved by binding arbitration, rather than in court, except that (1) each Customer may assert claims in small claims court if such claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) EOS Solar may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

This Arbitration Agreement shall apply, without limitation, to all claims that arose before this or any prior Agreement. Now or in the future, there may be lawsuits against EOS Solar alleging class, collective, and/or representative claims. Such claims, if successful, could result in some monetary recovery to Customer. The existence of such class, collective, and/or representative lawsuits does not mean that such lawsuits will ultimately succeed. But if Customer agrees to arbitration with EOS Solar, Customer is agreeing in advance that Customer will not participate in or seek to recover monetary or other relief under such class, collective, and/or representative lawsuits. Instead, by agreeing to arbitration, Customer may bring your claims against EOS Solar in an individual arbitration proceeding. If successful on such claims, Customer could be awarded money or other relief by an arbitrator.

- b) **Arbitration Rules and Forum.** This Arbitration Agreement is governed by the Federal Arbitration Act in all respects. To begin an arbitration proceeding, Customer must contact us requesting arbitration and describing Customer's claim. The arbitration will be conducted by Judicial Arbitration and Mediation Services, Inc. ("**JAMS**") under its rules, including JAMS' Consumer Arbitration Minimum Standards. The JAMS' rules are available at www.jamsadr.com or by calling JAMS at 1-800-352-5267. Payment of all filing, administration, and arbitration fees will be governed by JAMS' rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, EOS Solar will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum.
- c) **Arbitrator Powers.** The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of Customer and EOS Solar. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms of Use. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding on Customer and EOS Solar.
- d) **Waiver of Jury Trial.** You and EOS Solar each knowingly and voluntarily waive any constitutional and statutory rights to sue in court and receive a judge or jury trial. Customer and EOS Solar are instead electing to have claims and disputes resolved by arbitration. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms of Use as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is limited. In any litigation between Customer and EOS Solar over whether to vacate or enforce an arbitration award, Customer and EOS Solar waive all rights to a jury trial, and elect instead to have a judge resolve the dispute.
- e) **Waiver of Class or Consolidated Actions.** All claims and disputes within the scope of this arbitration agreement must be arbitrated on an individual basis and not on a class basis. Claims of more than

one Customer cannot be arbitrated or litigated jointly or consolidated with those of any other Customer. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither Customer nor EOS Solar is entitled to arbitration. Instead, all claims and disputes will then be resolved in a court as set forth in Section 15 (Disputes, Governing Law, Venue, and Jurisdiction) above.

This Section 16 does not apply to Clients, Client Representatives, the Financiers or the Financier Representatives.

17-) Indemnity

To the maximum extent permitted by law, you agree to indemnify and hold us, our direct and indirect parent entities and subsidiaries, each of our and their respective affiliates, and each of the foregoing's respective directors, officers, agents, contractors, partners, and employees, harmless from and against any loss, liability, claim, demand, damages, costs (including attorneys' fees), and expenses we incur, arising out of or in any way connected with your use of Platform, any violation by you of these Terms of Use, or any of your other actions.

18-) Survival

The following Sections survive the termination of these Terms of Use, including any other provisions hereof that survive in accordance with their terms: 8, 9, and 11 through 21.

19-) Remedies Cumulative

Each and all of the rights and remedies given to EOS Solar by these Terms of Use or by law or equity are cumulative, and the exercise of any such right or remedy by EOS Solar shall not impair EOS Solar's right to exercise any other right or remedy available to such party under these Terms of Use or under law or equity.

20-) Provisions Relating to Client Representatives and Financier Representatives

As used in this Section, a "**Business Source**" means any Client Representative, any Financier Representative or any EOS Solar Representative, as applicable.

- a) **Confidentiality.** Except for disclosures that are required to be made under law or in connection with any dispute between any Business Source and EOS Solar and to its Client, Financier or EOS Solar, as applicable, who have a need to know same to provide service to a Customer, no Business Source (as such, "**Recipient**") will disclose or use, and will direct its representatives not to disclose or use, any Confidential Information (as defined below) of EOS Solar ("**Disclosing Party**") for any reason other than in referring or providing services under the Platform for Customers and Recipient agrees to protect Disclosing Party's Confidential Information by using the same degree of care it uses to protect its own confidential information. As used herein, "**Confidential Information**" means Disclosing Party's information
 - i. that is not generally known or ascertainable (that is, secret),
 - ii. from which Disclosing Party derives economic value or business advantage by keeping the information secret, and
 - iii. for which Disclosing Party takes reasonable efforts to preserve its secrecy including, without limitation, the terms of these Terms of Use, any list of Clients and/or Financiers, which are all Disclosing Party's Confidential Information. Upon Disclosing Party's written request, Recipient will promptly return to Disclosing Party or destroy Disclosing Party's Confidential Information in its possession and certify in writing to Disclosing Party that it has done so.

This provision does not amend or limit any other confidentiality or non-disclosure agreement and Recipient may already be a party to with EOS Solar.

- b) **Non-Solicitation; Non-Circumvention.** No Client Representative shall, directly or indirectly, solicit, service, contact or attempt to contact, during such Client Representative's employment or engagement with his/her Client, and for the 12-month period following the termination of his/her employment with the Client (whether terminated for cause, without cause, or by either Party) (the "**Restriction Period**"), any Financier with which such Client Representative did not have a relationship prior to its interactions with such Financier as part of any EOS Solar Program, for purposes of assisting a consumer in obtaining financing through such Financier outside the EOS Solar Program. Each Client Representative shall provide EOS Solar with prompt notice if any Financier attempts to circumvent EOS Solar in any manner during the Restriction Period.

c)

Additionally, during the Restriction Period, each Business Source shall not, directly, indirectly or in any other manner, seek to bypass, compete with, avoid, or circumvent EOS Solar, its business, the Platform or EOS Solar's rights under these Terms of Use by causing any Customer to obtain financing directly from a Financier with which such Business Source did not have a relationship prior to its interactions with such Financier as part of participating in any EOS Solar Program.

- d) **Independent Contractor.** The relationship between or amongst EOS Solar and each Business Source (other than any EOS Solar Representative) is solely as set forth in these Terms of Use. No Business Source (other than an EOS Solar Representative) shall be deemed the employee, agent, partner or joint venturer of EOS Solar. No Business Source shall have, or represent to have, any authority or capacity to make or alter any agreement on behalf of EOS Solar, to legally bind EOS Solar, to credit or receive money due on behalf of EOS Solar or to do any other thing on behalf of EOS Solar. EOS Solar will not have or attempt to exercise any control or direction over the methods used by any Business Source (other than its employees) to perform its work, duties and obligations except as set specifically set forth herein. EOS Solar is not responsible for any tax collection, payment and/or reporting obligations with respect to any Business Source (other than its employees).
- e) **Compliance.** Each Business Source, at its sole expense, shall comply with all applicable laws, rules and regulations, pay all taxes applicable to it, and obtain all required licenses, permits and approvals to provide its services to the Customers, whether as part of the EOS Solar Program or any agreement with the Customer.

21-) General

In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect.

These Terms of Use constitute the entire agreement between EOS Solar and you pertaining to the subject matter hereof.

Please print a copy of these terms of use for your records and please check back frequently for any changes to these terms of use.