

WEBSITE TERMS OF USE

1. Version History

Version	Approval Date	Approval	Observations
1	1/12/2022	Management Board of Greenvolt Power Poland Sp. Z o.o.	Initial Issue

Website Terms of Use

Welcome to Greenvolt Power. Thank you for visiting our website and we are glad you are here. This is our Terms of Use. It describes for you the terms, conditions, and rules applicable to your use of and access to our websites located at <https://power.greenvolt.com> (the "Website"). This Terms of Use does not apply to any other website, service, or application of Greenvolt Power or any websites, services, or applications linked to or from the Website.

In this Terms of Use, Greenvolt Power is sometimes referred to simply as "Greenvolt", "we", "our", or "us". This Terms of Use is a legally binding agreement between Greenvolt and you, so please read it carefully. If you do not agree this Terms of Use, you may not use the Website.

1. Use of the Website

The Website is made available for use in the United States. Although the Website is accessible worldwide, is not necessarily appropriate for use outside the United States. Your use of the Website and any function or service on the Website is void where prohibited. If you choose to access the Website from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws. The Website may be modified, updated, interrupted, suspended, or discontinued at any time in whole or in part without notice or liability.

2. Content

As between you and Greenvolt, we own "Our Content," which includes but is not limited to visual interfaces, interactive features, graphics, design, compilation, including, but not limited to, computer code, products, software, and all other elements and components of the Website excluding any third-party content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world ("IP Rights") associated with Our Content, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of Our Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to Our Content are retained by us.

3. Privacy

Use of the Website is subject to the Privacy Policy that is incorporated into this Terms of Use.

4. Acceptable Use

Greenvolt has established certain basic requirements for the use of the Website and we require you to adhere to them. The purpose of these requirements is to set forth how you may use the Website and certain behavior and actions that are prohibited. When using the Website, you are not allowed to upload or share anything that:

- Is sexually explicit or pornographic, creates a genuine risk of physical injury or property damage, or promotes self-harm or drug abuse
- Attacks, bullies or harasses or includes hate speech
- Infringes anyone's intellectual property, privacy or other rights
- Is fraudulent or deceptive
- Contains any information or content that is illegal or knowingly false

Further, you are not allowed to:

- Access, tamper with or use non-public areas of the Website
- Break or circumvent our security measures or otherwise test the vulnerability of our systems or networks
- Use any undocumented or unsupported method to access, search, scrape, download or change the Website
- Try to interfere with any other Website visitor
- Do anything that violates applicable law or regulations
- Encourage or help anyone do any of the things on this list

5. Notification of Claims Infringement

A copyright owner or an agent thereof who believes that content infringes upon such copyright owner's copyrights may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Greenvolt's Copyright Agent (identified below) with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 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 the Copyright Agent to locate the material;

- Information reasonably sufficient to permit the Copyright Agent to contact the owner or its agent, such as an address, telephone number, and, if available, an electronic mail address;
- A statement that the owner has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the copyright owner or its agent is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Greenvolt's designated Copyright Agent to receive notifications of claimed infringement may be contacted at: 1 Marina Park Drive Suite, 1410 Boston, MA 02210 or communication.us@power.greenvolt.com.

NOTE: If the owner or its agent fails to comply with all of the requirements of this section, the DMCA notice may not be valid.

6. Third Party Links, Sites, and Services

The Website may contain links to third-party websites, services, offers, or other events or activities that are not owned or controlled by Greenvolt. We do not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access any such third party website, service, or content, you do so at your own risk and you agree that Greenvolt will have no liability arising from your use of or access to any third-party website, service, or content. For example, use of our online storefront is subject to the terms and privacy policy of the vendor we utilize for that function and are included on the storefront registration and account pages.

7. Disclaimers

The Website, and all included content, applications, and technologies, is provided on an "as is" basis without warranty of any kind, whether express or implied. GREENVOLT SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

8. Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, GREENVOLT SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE WEBSITE OR ANY CONTENT OR WEBSITES LINKED TO FROM THE WEBSITE. IN NO EVENT SHALL GREENVOLT'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE WEBSITE EXCEED ONE HUNDRED U.S. DOLLARS (U.S. \$100.00).

9. Governing Law and Jurisdiction

This Terms of Use shall be governed by the laws of the Commonwealth of Massachusetts, without respect to its conflict of laws principles. We each agree to submit to the personal jurisdiction of a state court located in Suffolk County Massachusetts or the United States District Court for Massachusetts.

10. How to Contact Us

If you have questions about this Terms of Use, you can contact us by email at communication.us@power.greenvolt.com.

11. General Terms

Notification Procedures and Changes to this Terms of Use. From time to time, we may change this Terms of Use. We will provide notice to you if these changes are material. Notice may be by email to you at the last email address you provided us, by posting notice of such changes on our Website, or by other means, consistent with applicable law. Your continued use of the Website following such notice constitutes your acceptance of such changes. If you do not agree to the new terms, we ask that you discontinue accessing the Website.

Assignment. This Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Greenvolt without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

Entire Agreement/Severability. This Terms of Use, together with the Privacy Policy, constitute the entire agreement between you and Greenvolt concerning the Website. If any provision of this Terms of Use is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of this Terms of Use will remain in full force and effect.

No Waiver. No waiver of any term of this Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under this Terms of Use shall not constitute a waiver of such right or provision.