

TERMS OF USE

COPYRIGHT AND TRADEMARK NOTICES

All contents of this Web site are: Copyright © 2022 Spruce Power, Houston, U.S.A. All rights reserved. Product and company names mentioned herein are the trademarks of their respective owners.

DISCLAIMERS AND LIMITATIONS

We occasionally may wish to send you important announcements and information regarding the operation of the Web site via email and will request your email address. If you provide us your email address through the Web site, you consent to our use of the email address to send you Web site-related notices, including any notices required by law, in lieu of communication by postal mail. In such case, we may also use your email address to send you other messages, such as changes to features of the Web site and special offers. If you do not want to receive such email messages, you may opt out by sending an email to support@sprucepower.com. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

While Spruce Power intends that the information contained in its Web site be accurate and reliable, errors sometimes occur. In addition, Spruce Power may make changes and improvements to the information provided herein at any time.

THIS WEB SITE AND THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES ASSOCIATED WITH IT ARE PROVIDED "AS IS." SPRUCE POWER AND/OR ITS SUPPLIERS, SERVICE PROVIDERS, AND SOLAR FINANCING PROVIDERS, DISCLAIM ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THIS WEB SITE AND ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. USE OF THIS WEB SITE AND/OR ESE'S OR RELATED SERVICES IS AT YOUR OWN RISK. SPRUCE POWER AND/OR ITS SUPPLIERS AND SOLAR FINANCING PARTIES ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS WEB SITE AND/OR ESE'S SERVICES, RELATED SERVICES OR WITH THE DELAY OR INABILITY TO USE THIS WEB SITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS AND SERVICES OBTAINED THROUGH THIS WEB SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS WEB SITE, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ESE AND/OR ITS SUPPLIERS, HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

INDEMNITY

As a condition of use of this Web site, you agree to indemnify us, our suppliers, our service providers, and your Solar Financing Provider against any and all liabilities, expenses (including

attorneys' fees) and damages arising out of claims resulting from your use of this Web site, including without limitation any claims alleging facts that if true would constitute a breach by you of these terms or use.

LINKS TO THIRD PARTIES

This Web site may contain links to Web sites maintained by third parties. Such links are provided for your convenience and reference only. We do not operate or control in any respect any information, software, products or services available on such Web sites. Our inclusion of a link to a Web site does not imply any endorsement of the services or the site, its contents, or its sponsoring organization.

ERRORS AND DELAYS

Spruce Power is not responsible for any errors or delays in responding to a qualification form or referral form caused by an incorrect e-mail address provided by you or other technical problems beyond our reasonable control.

DISPUTE RESOLUTION

Any claim or controversy arising out of or relating to the use of this Web site, to the goods or services provided by us, or to any acts or omissions for which you may contend we are liable, including but not limited to any claim or controversy as to arbitrability ("Dispute"), shall be finally, and exclusively, settled by arbitration. The arbitration shall be held before one arbitrator under the commercial arbitration rules of the American Arbitration Association ("AAA") in force at that time. The arbitration shall be venued in Houston, Texas except for Maine consumers for whom the location shall be a place reasonably convenient to the consumer. The arbitrator shall be selected pursuant to the AAA rules. Should no AAA rule regarding the selection of an arbitrator be in effect, the consumer shall select an arbitrator from a panel of arbitrators acceptable to us. In any arbitration, we will pay the filing fee, plus the costs associated with the first day of arbitration, with the remaining costs of arbitration paid by the non-prevailing party, provided, however, that in Maine any cost to the consumer shall be limited to the cost of filing a court case. To begin the arbitration process, a party must make a written demand therefore.

Any judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction in Houston, Texas. The arbitrators shall not have the power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential, punitive or exemplary damages, and each party irrevocably waives any claim thereto, except in Maine where state law will control all rights and remedies in the arbitration. The agreement to arbitrate shall not be construed as an agreement to the joinder or consolidation of arbitration under this agreement with arbitration of disputes or claims of any non-party, regardless of the nature of the issues or disputes involved.

THIS AGREEMENT PROVIDES THAT ALL DISPUTES BETWEEN YOU AND ESE WILL BE RESOLVED BY BINDING ARBITRATION. YOU THUS GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. YOUR RIGHTS WILL BE DETERMINED BY NEUTRAL ARBITRATORS AND NOT A JUDGE OR JURY.

You are entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Arbitrator decisions are enforceable as any court order and are subject to very limited review by a court. By using our goods and services you consent to these restrictions.

Should a Dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and us, the parties agree that jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Houston, Texas. If either party employs attorneys to enforce any right in connection with any Dispute or lawsuit the prevailing party shall be entitled to recover reasonable attorneys' fees.

DISCREPANCIES

IN THE EVENT OF ANY DISCREPANCY BETWEEN THE INFORMATION ON THIS WEB SITE, AND THE TERMS OF ANY SOLAR SERVICES OR OTHER AGREEMENT YOU HAVE WITH YOUR SOLAR FINANCING PROVIDER (E.G., POWER OR ELECTRICITY PURCHASE AGREEMENTS OR SOLAR LEASE AGREEMENT OR LOAN), THE TERMS OF SUCH AGREEMENT WILL PREVAIL.

OTHER TERMS

These terms of use constitute the entire agreement between you and us with respect to its subject matter, and it supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and us with respect to this Web site and information, software, products and services associated with it. These terms of use shall be subject to and construed in accordance with the laws of the State of Texas, excluding its conflict of laws principles. If any part of these terms of use are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of these terms of use shall continue in effect. A printed version of these terms of use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these terms of use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All rights not expressly granted herein are reserved.

PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.