

BPL Global LLC, dba Connected Energy
Website Terms of Use Agreement
Last updated: September 23, 2024
Last reviewed: September 23, 2024

For reasons of convenience, the words "Company", "we", "us", "our" or "ours" are used herein to refer individually and collectively to BPL Global LLC, dba Connected Energy, and its subsidiaries and affiliates, and the words "user", "you", "your" and "yours" refer to any person or entity using our Websites.

Please read the following terms and conditions (herein collectively referred to as this "Agreement") carefully before using our Websites. By accessing, browsing or using our Websites, you agree to and are bound by the following terms and conditions. You should review these terms and conditions regularly as they may change at any time at our sole discretion. If you do not agree to any term or condition, you should not access or otherwise use our Websites. This Agreement also extends to any e-mail sent by you to us at any time arising out of transactions involving our Websites.

The following terms and conditions apply to our Websites. Certain provisions of these terms and conditions may conflict with other legal notices or terms located on other portions of our Websites. In the event of a conflict between this Agreement and any such other terms or conditions, this Agreement shall govern. The term "content" refers to any materials, documents, images, graphics, logos, design, audio, video, software and any other information provided from or on our Websites.

1. We Provide Our Websites For Your Convenience Only. Our Websites are provided to you as a convenience and for your information only. We make no representation or warranty, and explicitly disclaim any representations or warranties that either:

- a. the content on our Websites is accurate or complete;
- b. the content on our Websites is up-to-date or current;
- c. we have any obligation to update our Websites;
- d. the content on our Websites is free from technical inaccuracies or typographical errors;
- e. the content on our Websites is free from changes caused by third party;
- f. your access to our Websites and content will be free from interruptions, errors, computer viruses or other harmful content; or
- g. any information obtained in response to questions asked through our Websites is or will be accurate or complete.

THE CONTENT ON AND ANY SERVICES PROVIDED USING OUR WEBSITES IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE CONTENT ON OUR WEBSITES. WHILE WE ATTEMPT TO ASSURE YOUR ACCESS AND USE OF OUR WEBSITES WILL BE UNINTERRUPTED, ERROR OR VIRUS FREE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT DEFECTS WILL BE CORRECTED OR THAT OUR WEBSITES OR ITS SERVER(S) ARE OR WILL REMAIN FREE OF VIRUSES OR OTHER HARMFUL CONTENT.

WE DO NOT ASSUME ANY LIABILITY FOR THE MATTERS LISTED ABOVE AND YOU USE OUR WEBSITES AT YOUR OWN RISK.

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2. We may change this Agreement's Terms and Conditions at Any Time. We may at any time revise these terms and conditions by updating this posting. Any revisions to our Websites are effective immediately upon posting of the revisions to the Websites. Your continued use of our Websites following the posting of the revisions constitutes your acknowledgement and acceptance of the revised terms and conditions. You should therefore periodically visit this page to review our then current Website User Agreement.

3. We Do Not Have Responsibility for Links to Third Party Content. We may provide links or pointers to other Websites maintained by third parties or may provide third party content on our Websites. The links to third party Websites are provided for your convenience and information only. We may remove a link to a third party Website at any time. If we do provide a link to a third party Website, it does not mean that we endorse, authorize or sponsor that Website. It also does not mean that we are affiliated with the third party Website's owners or sponsors. The content in any linked Website is not under our control so we are not responsible for the content, including any further links in a third party site. IF YOU DECIDE TO ACCESS ANY OF THE THIRD PARTY SITES LINKED TO OUR WEBSITES, YOU DO THIS ENTIRELY AT YOUR OWN RISK.

4. If a Third Party Links to Our Websites, It is Not an Endorsement. If a third party links to our Websites, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with us. In most cases, we are not aware that a third party has linked to our Websites. A Website that links to our Websites:

- a. may link to, but not replicate, our content;
- b. must not create a browser, border environment or frame our content;
- c. must not imply that we are endorsing it or its products;
- d. must not misrepresent its relationship with us;
- e. must not present false information about our products or services; and
- f. must not contain content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups.

5. Confidentiality and Proprietary Rights Considerations If You Transmit or Provide Data to Us. We do not want to receive confidential or proprietary information from you through our Websites. Any information, suggestion, idea, graphic, remark, or other submission made by a user to us through our Websites, whether submitted by email or otherwise, shall become our exclusive property and shall not be deemed to be confidential except as provided by our Website Privacy Policy. We shall be entitled to use any such submission and any derivative works created therefrom, and any related concepts, ideas, techniques, or know-how for any lawful purpose without any obligation to any user submitting the same and without any other restriction, permission, or compensation. Each user making any such submission thereby acknowledges the originality of such submission and accepts responsibility for its accuracy, completeness, appropriateness, and legality. You are prohibited from posting on or transmitting to or from our Websites any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other content that could give rise to any civil or criminal liability under the law.

6. Your Use of Our Websites is Restricted. Our Websites and the content are owned and operated by us. Our Websites' content, design, pictures and files are copyrighted and protected by U.S. and worldwide copyright laws and treaty provisions as well as by trademark laws, the laws of privacy and publicity, and communications regulations and statutes, ALL RIGHTS RESERVED, by BPL Global LLC, dba

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To the extent a name, logo or design does not appear on the above list, such lack of appearance does not constitute a waiver of any intellectual property rights that we have established in our product or service names or logos, or in product configurations or designs, all of which rights are expressly reserved.

7. By Providing Content, We Do Not Allow You to Use Our Trademarks. The trademarks, service marks and logos of BPL Global LLC, dba Connected Energy, its affiliates, subsidiaries and third-party licensors used and displayed on our Websites are our registered and unregistered trademarks or service marks or of our third-party licensors. Nothing on our Websites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our trademarks or service marks without our written permission. The name of BPL Global LLC, dba Connected Energy, our subsidiaries and affiliates or the logos of any of them and the content of our Websites may not be used in any way, including in advertising or publicity pertaining to distribution of materials on our Websites, without our prior written permission or the written permission the respective copyright owner. You are not authorized to use our logo as a hyperlink to our Websites unless you obtain our written permission in advance.

8. Translations. Certain content on our Websites may be made available in languages other than English. Text may be translated by a person or solely by computer software with no human intervention or review. These translations are provided as a convenience to you, and we make no representations, warranties or commitments regarding the accuracy or completeness of the translation, whether or not computer-generated or performed by a person.

9. You Must Obey Local Laws in Accessing Our Websites. Our Websites are controlled by us from our offices within the United States of America. We make no representation that content on the Websites is appropriate or available for use in other jurisdictions. Access to our Website content from jurisdictions where such access is illegal is prohibited. If you choose to access our Websites from other jurisdictions, you do so at your own initiative and are responsible for compliance with applicable local laws. We are not responsible for any violations of law. You may not use or export the materials in this site in violation of U.S. export laws and regulations. Any claims relating to our Websites and their content and materials shall be governed by the laws of the Commonwealth of Pennsylvania, U.S.A. without giving effect to any principles of conflicts of laws. You agree that any legal action or proceeding at law or in equity between us for any purpose concerning this Agreement, the parties' obligations or use of the Websites shall be brought exclusively in a federal or state court located in Allegheny County in the Commonwealth of Pennsylvania and you hereby irrevocably and you unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these terms and conditions.

10. Email or Texts. In connection with programs or services you have enrolled in where you have provided us with your email or phone number, we may attempt to send you courtesy email or text notifications. You expressly consent to the receipt of those emails and text notifications. Delivery of email or texts may be affected by circumstances beyond our control, including but not limited to incorrect email addresses or phone numbers provided by users, changed email addresses or phone numbers as to which we have not been notified, personal and Internet spam filters, size filters, timing of the delivery of emails,

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unavailability of emails, or other network problems. We assume no responsibility for the timeliness, deletion, missed delivery, or failure of emails or texts due to the foregoing or the failure to store data, failure of personalized settings by users or email service providers, or any other cause. Users have the responsibility to make every effort to allow delivery of email or texts sent by us. We have no responsibility for damages or loss due to emails or texts that are not received by users for any reason. Each user is responsible for reading in a timely manner emails or texts sent by us. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. **You may opt-out of receiving text (SMS) messages or electronic mail from us at any time by e-mailing a request to privacy@connectedenergy.com from the mobile device receiving the messages and typing "OPT OUT" in the message, or you may opt out of receiving electronic mail by e-mailing your request to privacy@connectedenergy.com. You acknowledge that opting out of receiving text (SMS) messages and/or electronic mail may negatively impact your ability to obtain services from us.**

11. DISCLAIMER OF LIABILITY. IN NO EVENT WILL WE BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES FOR ANY USE OF OUR WEBSITES, OR ANY LINKED WEBSITE, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA ON ANY USER'S COMPUTER HARDWARE OR INFORMATION HANDLING SYSTEMS, OR OTHERWISE, REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. WE ARE NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, OR SOFTWARE FAILURES OR LOSSES OF ANY KIND, OR FOR FAILED, INCOMPLETE, DISTORTED, OR DELAYED DATA TRANSMISSIONS, OR EQUIPMENT INCOMPATIBILITIES, IN RELATION TO ANY USE OF THIS WEBSITE. WE ARE NOT RESPONSIBLE FOR DAMAGE RESULTING FROM DESTRUCTIVE COMPUTER CODE SUCH AS VIRUSES, WORMS, TROJAN HORSES, AND THE LIKE. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM THE USE OF INFORMATION, INTERACTIVE FORMS, CONTENT, OR COMPUTER CODE ON THIS WEBSITE OR ANY WEBSITE ACCESSIBLE THROUGH THIS WEBSITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

12. You Agree to Indemnify Us for Using Our Websites. You agree to indemnify, defend and hold harmless BPL Global LLC, dba Connected Energy, and its officers, directors, employees, agents, licensors, suppliers and any third party information providers to us from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from: (a) any violation of these terms and conditions by you; (b) your failure to comply with this Agreement; and/or (c) your use of the rights granted hereunder, including, but not limited to, any claims made by any third parties.

13. Network Access and Devices. You are responsible for establishing such procedures as you deem appropriate to verify the accuracy of data that you transmit through our Websites, and we will have no obligation to verify the accuracy of that data. You are responsible for obtaining the data network access necessary to use our Websites. If you are accessing our Websites on your mobile device, your network's data and messaging rates and fees may apply. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use our Websites and any updates thereto. We do not guarantee that our Websites, or any portion thereof, will function on any particular hardware or devices. In addition, our Websites may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

14. Third Parties May Have Rights Under This Agreement. Some of the provisions of this Agreement are for the benefit of BPL Global LLC, dba Connected Energy, its subsidiaries and their officers,

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directors, employees, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

15. How This Agreement May Be Terminated. We may terminate this Agreement and we may block you from using our Websites without notice at any time for any reason. You may terminate this Agreement at any time; provided that you may no longer use our Websites after you have terminated this Agreement. Section 1 (Convenience), 5 (Confidentiality and Proprietary Rights), 6 (Restricted), 7 (No Use of Trademarks), 9 (Local Laws), 11 (Disclaimer of Liability), 12 (Indemnify), and 14 (Third Party Rights) of this Agreement shall survive any termination of this Agreement.

16. Privacy. Personal information that you provide regarding yourself will be handled in accordance with Company's Privacy Policy, a link to which can be found at <http://www.connectedenergy.com/>. Children under the age of thirteen (13) are prohibited from submitting any personally identifiable information. If we learn that a user under the age of thirteen (13) is using our Websites, then we will use commercially reasonable efforts to block that user from using our Websites.

17. Miscellaneous. Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. We may assign our rights and duties under this Agreement to any party at any time without notice to you, except as we prohibit under the terms of our Privacy Policy which can also be found on this Website. Captions and titles in this Agreement and in any other terms, conditions, or policies with respect to this Website or the Web Services are for convenience only and are not to be construed to affect the meaning or affect this Agreement or any such other terms, conditions, or policies. If any provision of these terms and conditions of this Agreement are deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

18. Comments and Questions.

If you have questions or comments about this Agreement, please contact our offices at BPL Global LLC, dba Connected Energy, 651 Holiday Drive, Suite 400, Pittsburgh, PA 15220, Attention: Chief Privacy Officer, or send an email to privacy@connectedenergy.com.