

1) **Welcome**—Welcome to the Heritage Power, LLC website located at www.Heritage Power.com (“Site”), provided by Heritage Power, LLC and/or its affiliates or channel partners (collectively, “Heritage Power”). The following terms of use (“Terms”) govern your use of this Site and any related websites operated by Heritage Power, whether you are a casual visitor, investor or a purchaser of products or services. By accessing, viewing, or using the content, materials, or services available on or through this Site, you indicate that you have read and understand these Terms, that you agree to them and intend to be legally bound by them. If you do not agree to these Terms, or if you are under 18 years of age, you are not granted permission to use this Site and must exit immediately. Heritage Power may suspend or terminate your ability to use the Site or any services on the Site for failure to comply with these Terms, for providing Heritage Power with untrue or inaccurate information about yourself, for infringement upon Heritage Power’s proprietary rights, or for any other reason whatsoever or for no reason.

Heritage Power has a strong commitment to provide excellent service to all of our customers and visitors of this Site. Heritage Power offers multiple options for account access, as well as new and renewal electricity service initiation available through the web site. Completing an online or downloaded form or purchase constitutes your agreement to follow the Terms and Conditions as outlined. If, after reviewing these terms and conditions you have any questions or concerns, please send an email to care@Heritage Power.com or you may contact Heritage Power at 888-551-0373. The Internet privacy policy may be viewed on this site as well.

2) **Terms**—This site may provide you with the ability to use usernames, passwords, or other codes or devices to gain access to restricted portions of this site. The content contained in such restricted areas is confidential, and is provided to you for your personal use only. Heritage Power reserves the right to prohibit the use of such access codes on your behalf by third parties where it is determined that such use interferes with the site's operation or results in commercial benefits for other entities to the detriment of Heritage Power. You agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of this Site. This Site and all content available on this Site are provided without warranties of any kind, either express or implied, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose. You acknowledge, by your use of this Site, that your use of this Site is at your sole risk, that you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with your use of this Site, and that Heritage Power shall not be liable for any damages of any kind related to your use of this Site.

3) **Changes**—Heritage Power reserves the right to update or modify these Terms and Conditions at any time without prior notice. For this reason, you should review these Terms and Conditions whenever you purchase products from, or initiate service with, Heritage Power or use the Site.

4) **Communication Disclaimer** —With respect to all communications you make to Heritage Power or its affiliates, including but not limited to feedback, questions, comments, or suggestions sent to the

Site shall be and remain the exclusive property of Heritage Power. Heritage Power will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensation to you.

5) **Third Party Sites**—The Site may contain links to web sites operated and maintained by third parties, over which Heritage Power has no control. Heritage Power is only responsible for the terms and conditions, privacy statement and content of this Site. Heritage Power is not responsible for the terms and conditions, privacy practices or the use of cookies on Sites that you have accessed through this site. Since Heritage Power has no control over such sites and resources, you acknowledge and agree that Heritage Power is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You should always read the terms and conditions and privacy policy of a linked site before disclosing any personal information on such site.

Heritage Power does not recommend and expressly disclaims any responsibility for the content, the accuracy of the information, or quality of products or services provided by or advertised on third party sites or the transactions you conduct or enter into with third parties. Your use of third parties' websites is at your own risk, and subject to the terms and conditions of such other websites. Heritage Power does not endorse any product, service, or treatment provided on a third party website or advertised on the Site.

6) **Proprietary Rights**—As between any user and Heritage Power, Heritage Power owns or licenses all data, content, graphics, forms, artwork, images, photographs, functional components, audio clips, video clips, software and software concepts and documentation and other material on, in or made available through the Site ("Site Material"), as well as the selection, coordination, arrangement, and organization and enhancement of the Site Material. All Site Material is protected pursuant to United States copyright, trademark, patent and other applicable laws. You may print and download portions of material from the different areas of the Site solely for your own internal, non-commercial use, provided you do not to remove or alter any copyright notice or any other proprietary notice on any Site Materials. As between any user and Heritage Power, all names, trademarks, service marks, certification marks, symbols, slogans or logos appearing on the Site are proprietary to Heritage Power. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Under no circumstances will you have any rights of any kind in or to the Site, other than the right to use the Site in accordance with these Terms.

7) **Unauthorized Activities**—You agree that you will not use the Site for: (a) any illegal or unauthorized purposes that violate any laws (including import, export and copyright laws); (b) modifying, adapting or hacking into the Site or for modifying another website so as to falsely imply that it is associated with Heritage Power; (c) uploading, posting, hosting, or transmitting

unsolicited email, SMSs, “spam” messages, worms or viruses or any code of a destructive nature; (d) contacting any other user of the Site who has requested not to be contacted; (e) stalking or harassing anyone; (f) posting irrelevant User Content (as defined below) or otherwise imposing an unreasonable or excessively great amount of content on the Site; or (g) attempting to gain unauthorized access to Heritage Power’s computer system or engaging in any activity that interferes with the performance of, or impairs the functionality of the Site or any services provided through the Site. You further agree not to modify, distribute, copy, exchange, disseminate, archive, reproduce, transmit, publicly display, publicly perform, broadcast, retransmit, publish by hard copy or electronic means, adapt, edit, compile or create derivative works of the Site material or otherwise use the Site material in any way for any purpose without prior written approval from Heritage Power. You may not frame, capture, harvest, or collect any part of the Site or Site materials without Heritage Power’s prior written consent, which may be withheld in Heritage Power’s absolute discretion. You acknowledge and agree that the unauthorized use of the Site material could cause irreparable harm to Heritage Power and that in the event of such unauthorized use, Heritage Power shall be entitled to an injunction in addition to any other remedies available at law or in equity.

8) Materials Submitted to the Site—The Site allows you to contribute content, information, text, files, graphics, messages, postings, and other materials and information for access, use, and commentary by other users to the Site (“User Content”). Failure to comply with these Terms, including any rules posted on the Site pertaining to User Content, may result in immediate removal of any User Content. By posting User Content, you represent that you have the full legal right to provide the User Content and that use of the User Content by the Site and all other persons and entities will not: (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of your failure to obtain consent to post personally identifying or otherwise private information about a person; (b) violate any law, statute, ordinance, or regulation; (c) be defamatory, libelous or trade libelous, unlawfully threatening, or unlawfully harassing; (d) impersonate any person or entity or falsely state or otherwise imply an affiliate with a person or entity or is generally false, deceptive, misleading, deceitful, misinformative or constitutes a “bait and switch”; (e) be obscene, pornographic, or indecent; (f) violate any community or internet standard; (g) introduce any viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or personal information, or that facilitate or enable such or that are intended to do any of the foregoing; (h) constitute misappropriation of any trade secret or know-how; or (i) constitute disclosure of any confidential information owned by any third party.

Upon your submission of User Content or other material or information to Heritage Power, you grant Heritage Power a worldwide, perpetual, non-terminable, irrevocable, transferable, license to access, use, distribute, perform, reproduce, display, modify, create derivative works based upon, and sublicense, and to permit others to access, use, distribute, perform, reproduce, display, modify and create derivative works based upon the User Content, all without any compensation to you whatsoever. Heritage Power may refuse to post or remove User Content from the Site that violates any of the warranties provided in the preceding paragraphs or for any reason. Heritage Power shall not be responsible for changes, modifications, or removal of any User Content that you submit to the Site.