

# METERLEADER

## WEBSITE TERMS OF SERVICE

Last Updated: May 8, 2023

These MeterLeader Website Terms of Service (“**Terms of Service**”) apply to your access to and use of any websites, mobile applications, and other online products and services that are provided by MeterLeader Inc. (“**MeterLeader**,” “**we**,” or “**us**”) and link to these Terms of Service, in addition to any third-party web platforms or downloadable software applications which you use to access such websites or services provided by us (collectively, our “**Services**,” or, our “**Site**”). These Terms do not alter in any way the terms or conditions of any other agreement you may have with us or our subsidiaries or affiliates, for products, services or otherwise.

By using or browsing the Site or accessing any information while using or browsing the Site, you acknowledge that you have read, understood and agree to be bound by these Terms of Service and our Privacy Policy (found at <https://s3.amazonaws.com/meterleader-assets/meterleader-privacy.pdf>), which is incorporated into these Terms of Service by reference, and all applicable laws and regulations.

We reserve the right to change or modify these Terms of Service at any time and in our sole discretion. If we make changes to these Terms of Service, we will provide notice of such changes, such as by posting a notice on our Site and/or updating the “Last Updated” date above. Your continued use of our Services following the posting of changes or modifications will confirm your acceptance of such changes or modifications. If you do not agree to the amended Terms of Service, you must stop using our Services.

It is your responsibility to review these Terms of Service periodically, and if at any time you find these Terms of Service unacceptable, you must immediately leave the Site and cease all use of the Site and our Services.

1. **OUR ENERGY-SAVING CHALLENGES.** MeterLeader provides services that are designed to crowdsource and aggregate measured energy reductions through online challenge events called “**Challenges**” on the Site. Challenges may be hosted by MeterLeader (in which case they are referred to as “**Public Challenges**” herein), or they may be offered to select users of the Site who meet certain eligibility criteria set forth by a third-party host of a Challenge (referred to as “**Private Challenges**”).

### **Collection of Utility Data and Challenge Data**

In connection with a Challenge, the Site will monitor your energy and/or water consumption by accessing and analyzing your household location and electricity, natural gas, and/or water data on file with your Utility, your utility bill amounts due and paid, and any other information from your Utility that may be necessary to provide our Services (collectively, your “**Utility Data**”). For purposes of these Terms of Service, “**Utility**” means either a regulated electric, natural gas, or water generation, transmission or distribution company, from which you receive electricity, natural gas or water. Your Utility Data is not shared with any third-parties or made public, except as provided herein. If you choose to participate in a Challenge, the Site will collect and track percentage change in kilowatt-hour (kWh) electricity, natural gas (therm), carbon emissions (CO<sub>2</sub>e pounds), and/or water (gallons) consumption during the Challenge period, as compared to that same time period during the previous year, and average and aggregate utility data reductions achieved by all participants in the Challenge (collectively, “**Challenge Data**”). Such Challenge Data

may be displayed publicly on the applicable Challenge page. Some Utility Data and/or Challenge Data presented through the Site may be estimates based on available information, and may not reflect actual figures. By creating an Account and participating in a Challenge, you agree to the Site's collection of Utility Data and derivation of Challenge Data therefrom, as described herein.

### **Sharing & Retention of Utility Data and Challenge Data**

When you connect your utility account (“**Utility Account**”) to your MeterLeader Account, your individual Utility Data is always viewable only by you, unless you choose to participate in a Challenge. When you participate in a Challenge, you agree to allow MeterLeader to list your Account name on Leaderboards or other features of the Site where your Utility Data is shared with other Users who are also participating in that Challenge. If you join a Public Challenge, you also agree to allow MeterLeader to share your MeterLeader Account name and Utility Data with other Users who visit the Public Challenge page URL.

In addition, when your Utility Data is used to generate Challenge Data, that Challenge Data is distributed or made public to MeterLeader, the host of a Challenge, other Users and Visitors. Challenge Data is shared solely in an aggregated, anonymized format, as described below.

In the case of a Public Challenge, your Utility Data is used to generate Challenge Data, which is shared with MeterLeader. You agree that MeterLeader may, in its discretion, publish such public Challenge Data to the public portions of the Site available to both Visitors and Users. MeterLeader may choose to retain Challenge Data from Public Challenges for the purposes described in these Terms of Service, for such period as may be set forth in our Privacy Policy or as permissible by law.

In the case of a Private Challenge, your Utility Data is used to generate Challenge Data, which is shared with MeterLeader and with the host of such Private Challenge. You may request that MeterLeader delete Challenge Data from Private Challenges after the completion of the Private Challenge. By participating in a Private Challenge, you agree that MeterLeader may share your Utility Data with the host of the Private Challenge. You also understand and agree that the host of the Private Challenge may provide written notice under any applicable Challenge Rules (as defined below) of additional circumstances under which they may use your Utility Data to derive Challenge Data in connection with a given Private Challenge, and how such host may use or disclose Challenge Data associated with that Private Challenge to their subsidiaries, parents, affiliates, licensors, or other third-parties. Unless you communicate otherwise to the host of a Private Challenge, by participating in a Private Challenge, you agree to be bound by such additional written terms regarding the use and disclosure of Utility Data and Challenge Data by the Private Challenge host.

**BY PARTICIPATING IN A CHALLENGE, YOU AGREE TO PUBLICLY DISCLOSE YOUR UTILITY DATA FOR THE PURPOSES SET FORTH IN THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO HOW YOUR UTILITY DATA IS COLLECTED AND PROCESSED AS DESCRIBED HEREIN, YOUR CHOICE IS NOT TO PARTICIPATE IN A CHALLENGE OR OTHERWISE USE THE SITE.**

- 2. CHALLENGE TERMS.** Your participation in a given Challenge offered through the Site is entirely personal, non-commercial, and voluntary. You specifically acknowledge and agree that your participation in a Challenge is not compelled or coerced by any third-party, and is outside the scope of any special relationship (including any applicable employment relationship) which may exist between you and MeterLeader, the host of a Private Challenge, or any other third-party. Accordingly, neither MeterLeader nor the host of any Private Challenge has any fiduciary or other obligation to you in connection with your participation in a Challenge, except as may be voluntarily agreed to pursuant to these Terms of Service. You further acknowledge and agree that, for purposes of your participation in a Challenge, MeterLeader is not a processor of

any personal information belonging to any organization to which you may belong, for instance your employer.

All Challenges can be accessed through your Account (discussed below). Public Challenges are offered to users of the Site who have successfully registered and maintain an Account on the Site, at MeterLeader's discretion. Private Challenges are offered to you via your Account if you qualify for participation in an applicable Private Challenge, based on eligibility criteria established in writing and provided to you on the Site by the host of the Private Challenge.

MeterLeader does not control the terms of participation in Private Challenges, and cannot be held liable for any damages which may arise from your ability or inability to participate in a given Private Challenge. When you join a Public Challenge, you make an offer to MeterLeader to join the Public Challenge on the terms set forth in the applicable Public Challenge page; when you join a Private Challenge, you make an offer to the host of the Private Challenge on the terms set forth in the applicable Private Challenge page (collectively, such additional terms and conditions of your participation in a Challenge are referred to herein as the "**Challenge Rules**"; any such Challenge Rules that may be communicated to you as described herein are incorporated into these Terms of Service by this reference). MeterLeader or the applicable Challenge Host may accept or deny your offer to join the Challenge at any time in their sole discretion by providing written notice to you through the Site.

3. **ACCESSING THE SITE; ACCOUNT SECURITY.** You must be at least 18 years of age to use our Services or access the Site. We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to Users. In connection with your use of the Site, you are responsible for making all arrangements necessary for you to have access to the Site; and ensuring that all persons who access the Site through your internet connection are aware of these Terms of Service and comply with them.

We provide access to our Site to the following groups:

- a. "**Visitors**" are people that want to explore our Site and the services we provide. No login is required for Visitors. Visitors can: (i) view and access all publicly available features and functionality on the Site; (ii) make purchases from us on the Site; (iii) subscribe to our communications, alerts and other notifications; and (iv) e-mail us.
- b. "**Utility Connectors**" are people that provide their Utility Account Credentials (as defined below) to MeterLeader, and that, at MeterLeader's sole discretion, may be compensated for doing so, in order to enable MeterLeader to integrate with new a Utility.
- c. "**Users**" can do everything Visitors can, as well as: (i) access non-public features and functionality available only through our "**Account**" login features; (ii) create, access, manage, and update their own personal accounts on the Site; and (iii) access proprietary, downloadable and non-downloadable content developed by us in connection with Challenges and other Services we provide ("**User Content**").

To access the Site or User Content as a User, you may be asked to provide certain registration details or other information to create an Account, including your Utility Account Credentials. For purposes of these Terms of Service, "**Utility Account Credentials**" means the username, password, account number, or other credentials to access your Utility Account. It is a condition of your use of the Site that all the information you provide through your Account or otherwise on the Site is correct, current, and complete. You agree that all information you provide to register with this Site or otherwise, including through the use of any interactive features on the Site, is governed

by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

By submitting information requested in connection with your Account, providing your Utility Account Credentials, connecting your Utility Data to your Account, or providing other information in connection with the Site (together, your “**Account Information**”), you agree to provide MeterLeader a royalty-free, sublicensable, transferrable, worldwide license to your Account Information for the purpose of providing the Services to you, in accordance with these Terms of Service and our Privacy Policy. This license can be revoked by you at any time by deleting your Account, which will automatically disconnect your Utility Data from the Site and all Account Information (other than Challenge Data, which will be anonymized) will be deleted.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Account is personal to you and agree not to provide any other person with access to this Site or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your Account at the end of each session. You should use particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier used to access the Site, whether chosen by you or provided by us, at any time, including if, in our opinion, you have violated any provision of these Terms of Service.

- 4. UTILITY ACCOUNT ACCESS.** You authorize MeterLeader to retrieve, store, and use, on your behalf as your agent, your Utility Data and your Utility Account Credentials in order to provide our Services, including Utility Data provided to us after you create your Account. To allow MeterLeader to retrieve and use your Utility Data, you understand that you must provide MeterLeader with your Utility Account Credentials. You represent, warrant, acknowledge, and agree that you are solely responsible for the accuracy of your Utility Account Credentials. If multi-factor authentication is active on your Utility Account, you may need to deactivate it in order to use the Services. MeterLeader is not responsible or liable in any way for any unauthorized access to your Utility Account, Utility Account Credentials, Utility Data, or other any information in your Utility Account if you choose to deactivate multi-factor authentication for your Utility Account. You agree to notify MeterLeader of any changes to your Utility Data or Utility Account Credentials. By providing MeterLeader with your Utility Account Credentials, you certify that you or another member of your household or business owns the Utility Account(s) associated with your home or business and that you are authorized to share your Utility Data and Utility Account Credentials with MeterLeader. You acknowledge and agree that when MeterLeader is accessing and retrieving your Utility Data from third-party sites, MeterLeader is acting as your agent, and not as the agent for or on behalf of the third-party. You further acknowledge and agree that MeterLeader may analyze your Utility Data as set forth in the Privacy Policy.
- 5. IDENTITY VERIFICATION.** You authorize MeterLeader, directly or through third-parties, to make any inquiries we consider necessary to verify your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your email address or financial instruments, and verifying your information against third-party databases or through other sources. If you cannot verify your identity, MeterLeader reserves the right to deny you use of the Services, including Challenges.

6. **YOUR RELATIONSHIP WITH YOUR UTILITY.** MeterLeader does not supply, transmit, or distribute electricity, natural gas, or water and is not affiliated or endorsed by any Utility. By using the Services, you acknowledge and agree that MeterLeader is acting only as an intermediary and is not a party to any transaction between you and your Utility. Accordingly, MeterLeader assumes no responsibility and will have no liability of any kind whatsoever in respect to your dealings with your Utility, including with regard to electric, natural gas, or water delivery, payments, notices, and the proper and timely delivery of goods or services by your Utility. MeterLeader in no way endorses, recommends, and/or bears any responsibility or liability for any products, services, statements, made by your Utility. Statements and opinions of your Utility are not representative of MeterLeader or its business partners. MeterLeader is not liable for the accuracy of your Utility billing or use statement. Any discrepancies or disputes regarding the accuracy of your such statement must be addressed with your Utility directly. MeterLeader assumes no responsibility, and will not be liable, for your failure to take any action or inaction with respect to your Utility Account(s) or your failure to receive any information with respect to any Utility Account(s). You agree to hold MeterLeader harmless should your Utility fail to deliver your Utility statement(s). You are responsible for ensuring timely payment of all Utility statements. These Terms of Service do not alter any liability or obligations that currently exist between you and your Utility. You agree that your relationship with your Utility is governed solely by the agreement(s) between you and your Utility.
7. **METERLEADER UTILITY CONNECTION SITE.** By submitting information to us as a Utility Connector and providing your Utility Account Credentials, you agree to provide MeterLeader a royalty-free, sublicensable, transferrable, worldwide license to your Utility Account Credentials solely for the purpose of integrating new Utilities with the Services, in accordance with these Terms and our Privacy Policy. Any consideration provided to you for becoming a Utility Connector is at MeterLeader's sole discretion. MeterLeader has no liability for any receipt or nonreceipt of any compensation or other consideration, including if you provide incorrect or invalid information to MeterLeader.
8. **USER FEES.** Prices for individuals and organizations that use MeterLeader's Services are posted on the Site. MeterLeader reserves the right to charge a fee for User access to Challenges or other portions of the Services. By creating an Account, you agree to pay MeterLeader any fee stated on the Site for all periods during which your Account is active. Participation fees are determined separately for each Challenge, and are subject to change. All payments must be made on the Site prior to connecting your Utility Data, and within 15 days of the end of the most recent period for which your Account was active for recurring payments. MeterLeader reserves the right to change User fees or institute new fees at any time, in each case upon reasonable notice of such change posted on the Site or communicated to you directly in writing. In the event of such change, no refund of User fees already paid will be given. If you breach the Terms of Service and MeterLeader subsequently terminates your access to the Site as provided herein, you are not entitled to any refund of any payments made to MeterLeader prior to such termination.

Your access to portions of the Site which require payment of a User fee begins as of the first date on which you successfully create an Account and connect your Utility Data, and pay such User fee. Your access continues monthly unless canceled or terminated earlier as set out herein. You may cancel your Account at any time; however, no refund of any User fees paid will be given. MeterLeader may cancel your membership and terminate your Account at any time, provided that if feasible MeterLeader will use reasonable efforts to provide you prior notice; however, no refund of any User fees paid will be given. The rights, duties and obligations of you and MeterLeader that by their nature continue and survive will survive any expiration or termination of such access.

From time to time, MeterLeader may offer promotional rates, discounts, or waivers of otherwise applicable User fees. In the event of such promotion, MeterLeader will provide notice of the promotion on the Site or to you directly in writing.

9. **INTELLECTUAL PROPERTY RIGHTS.** Our Services, the Site, and their entire contents (including any third-party content accessible by you), features, and functionality (including all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by us, or our licensors and are protected under both U.S. and foreign laws. Except as explicitly stated in these Terms of Service, all rights in and to our Services are reserved by us or our licensors. Subject to your compliance with these Terms, you are granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use the Services for non-commercial purposes and to download and print materials from the Services for the purpose of viewing, reading and retaining such materials for reference. Any other access, use, copying, distribution, retransmission or modification of our Services, without our prior written permission, is strictly prohibited and will terminate the license granted herein and violate our intellectual property rights. In addition, you may not sell, redistribute, or reproduce, decompile, reverse-engineer, disassemble, or otherwise convert the Site or any content on the site to a human-perceivable form without our prior written consent.

### **Trademarks**

METERLEADER, our company name, and all related names, logos, product and service names, designs, and slogans are our company and licensors' trademarks. You cannot use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

10. **USE OF THE SITE.** You may use the Site and our Services only for lawful purposes and in accordance with these Terms of Service. You specifically agree not to use the Site:
- a. In any way that violates any applicable federal, state, local, or international law or regulation (including any laws regarding the export of data or software to and from the US or other countries);
  - b. In contravention of any website terms of service or end-user license agreement entered into between you and any third-party in connection with your access to any services provided by us, or in violation of any copyright or other intellectual property right of any third-party in connection with your access to any services provided by us; or
  - c. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm MeterLeader or users of the Site, or expose them to liability.

You are also prohibited from violating or attempting to violate any security features of the Site, including:

- i. Accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access;
- ii. Attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization;
- iii. Interfering or attempting to interfere with service to any user, host, or network, including by means of submitting a virus to the Site or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;"
- iv. Using the Site or Service to send unsolicited e-mail, including promotions, or advertisements for products or services;

- v. Forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Site; or
- vi. Attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by MeterLeader in providing the Site.

Any violation of system or network security may subject you to civil and/or criminal liability.

**11. USER GENERATED CONTENT.** The Site may contain message boards, chat rooms, personal web pages or profiles, newsletters, forums, bulletin boards, and other interactive features that allow users to post, submit, publish, display, or transmit Utility Data, Challenge Data, or other content or materials (collectively, “**User Generated Content**”) to us or to other Users (collectively, “**Posting**” on the Site). By Posting on the Site, you:

- a. Grant MeterLeader, its affiliates, officers, directors, employees, consultants, agents, and representatives a license to use your User Generated Content in connection with the operation of the business of MeterLeader, its affiliates, officers, directors, employees, consultants, agents, and representatives, including a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your User Generated Content;
- b. Agree that MeterLeader may publish or otherwise disclose your MeterLeader Account name and the city identified in your Utility Account in connection with your User Generated Content; and
- c. Warrant and represent that you own the rights to your User Generated Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute your User Generated Content.

You will not be compensated for Posting any User Generated Content.

The Site may also contain links to other sites (“**Third-Party Links**”), including links to third-party social media platforms via which you may share User Generated Content with third-parties using platforms available to you via such Third-Party Links. If you click on a Third-Party Link, you will be directed to that site. Note that these external sites are not operated by us. Therefore, we strongly advise you to review the privacy policy of these sites. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services presented to you via the Site.

**12. INAPPROPRIATE CONTENT.** In connection with your use of the Site, you agree not to upload, download, display, perform, transmit, or otherwise distribute any User Generated Content or third-party content that:

- a. Is libelous, defamatory, obscene, pornographic, abusive, or threatening;
- b. Creates a false identity for the purpose of misleading others;
- c. Advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation;
- d. Contains viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software; or

- e. Uses any part of the Site for surveys, contests, pyramid schemes, chain letters, junk mail, spam, or unsolicited messages.

MeterLeader reserves the right to terminate your use of the Site and Services, and your receipt, transmission, or other distribution of any such material using the Service, and, if applicable, to delete any such material from its servers. MeterLeader intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Service or of any applicable laws.

13. **ALLEGED COPYRIGHT INFRINGEMENT.** MeterLeader has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site. We have adopted a policy that provides for the immediate suspension and/or termination of any User who is found to have infringed the rights of MeterLeader or a third-party, or otherwise violated any intellectual property laws or regulations. Our policy is to investigate any allegations of copyright infringement brought to our attention.

If you have evidence, know, or have a good faith belief that your rights or the rights of a third-party have been violated and you want us to delete, edit, or disable the material in question, you must provide us with all of the following information:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- c. Identification of the material that is claimed to be infringed 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 MeterLeader to locate the material;
- d. Information reasonably sufficient to permit MeterLeader to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted;
- e. A statement that you have 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
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For this notification to be effective, you must provide it to our designated agent either by email or first-class mail at:

MeterLeader Inc.  
Attn: Legal  
6942 Lydia Dr  
Huntington Beach, CA 92647  
[support@meterleader.com](mailto:support@meterleader.com)

14. **THIRD-PARTY CONTENT & SERVICES.** We may provide information about third-party products, services, activities or events on our Services, or we may allow third-parties to make their content and information available on our Services (collectively, “**Third-Party Content**”) as a service to those interested in this information. Your dealings or correspondence with third-parties and your use of or interaction with any Third-Party Content are solely between



you and the third-party. We do not control, endorse or adopt any Third-Party Content and make no representation or warranties of any kind regarding Third-Party Content, and your access to and use of such Third-Party Content is at your own risk.

In addition, we may use certain third-party service(s), including those offered by Stripe, Google, and Apple (each, a “**Third-Party Service**”) to process payments, and make our Services available to you on certain devices, or otherwise. These Third-Party Services are made available on the Site via integrated applications owned and operated by the provider of each Third-Party Service, not us.

To learn more about Stripe, please visit: <https://stripe.com/legal>

To learn more about Apple’s App Store services, please visit: <https://www.apple.com/legal/privacy/data/en/app-store/>

To learn more about Google’s services, please visit: <https://policies.google.com/privacy> and [www.google.com/analytics](http://www.google.com/analytics)

15. **TERMINATION.** We reserve the right to terminate your use of the Site in our sole discretion. To ensure that we provide a high-quality experience for you and for other users of the Site, you agree that we (or our representatives) may access your Account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized uses of the Site. We reserve the right not to disclose the existence or occurrence of such an investigation unless required by law, but we also reserve the right to terminate your Account or your access to the Site immediately, with or without notice, if we believe that you have violated any of the Terms of Service, furnished us with false or misleading information, or interfered with use of the Site by others.

16. **WE HEREBY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES.**

WE ARE MAKING THE SITE AND OUR SERVICES AVAILABLE “AS IS” WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE, INCLUDING ANY PRODUCT OR SERVICE YOU MAY ACCESS AS A RESULT OF YOUR USE OF THE SITE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE AND OUR SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. METERLEADER DOES NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE.

WE DO NOT ENDORSE ANY ENTITY, PRODUCT OR SERVICE MENTIONED IN ANY CONTENT AVAILABLE ON THE SITE.

17. **OUR LIABILITY TO YOU IS LIMITED.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH:

- A) YOUR USE OF THE SITE OR ANY OTHER MATERIALS, INFORMATION, OR SERVICES PROVIDED TO YOU BY US,

- B) YOUR INTERACTION WITH ANY OTHER PERSONS WITH WHOM YOU MAY COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE,
- C) ANY PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER HARM OR LOSS TO YOU OR ANY THIRD-PARTY RESULTING FROM OR ARISING OUT OF YOUR USE OF THE SERVICES PROVIDED BY US OR THROUGH THE SITE.

THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

FURTHER, YOU RELEASE US FROM ALL LIABILITY TO YOU AND YOUR PRINCIPALS, EMPLOYEES, AGENTS, REPRESENTATIVES, GUARDIANS, SUCCESSORS, ASSIGNS, HEIRS, CHILDREN, AND NEXT OF KIN FOR ALL LIABILITY, CLAIMS, DAMAGE, OR DEMANDS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO YOUR USE OF THE SITE. THIS RELEASE INCLUDES ANY PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF METERLEADER OR ANY OF OUR PRINCIPALS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR INDEPENDENT CONTRACTORS. YOU BEAR SOLE RESPONSIBILITY FOR ANY LOSS.

IN NO EVENT SHALL WE BE LIABLE TO YOU FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF ANY THIRD-PARTY, INCLUDING THE ACTIVE OR PASSIVE NEGLIGENCE OF THAT PARTY, OR THAT PARTY'S VIOLATION OF A STATUTE.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

YOU AND WE AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF SERVICE ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND METERLEADER AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF SERVICE ARE FAIR AND REASONABLE.

18. **INDEMNITY.** You agree to indemnify us for certain of your acts and omissions. You agree to indemnify, defend, and hold us and our affiliates, officers, directors, employees, consultants, agents, and representatives harmless from any and all third-party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) directly or indirectly arising from your access to or use of the Site, including your negligent use of the Site; your violation of these Terms of Service; your violation of the representations, warranties, or covenants set forth in these Terms of Service; any misrepresentations, defective products, or breach of any warranties or agreements made by you in connection with your use of the Site; or your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity. We will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.
19. **BINDING ARBITRATION; CLASS ACTION WAIVER.** If you have any dispute with us, you agree that before taking any formal action, you will contact us at MeterLeader Inc., Attn: Legal, 6942 Lydia Dr, Huntington Beach, CA 92647 and at support@meterleader.com, and

provide a brief, written description of the dispute and your contact information (including your MeterLeader Account name, if your dispute relates to an Account). Except for intellectual property and small claims court claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

If a dispute arises from or relates to these Terms of Service or the breach thereof, including the determination of the scope or applicability of this agreement to arbitrate, and if the dispute cannot be settled through direct discussions as outlined above, then the remaining dispute shall be settled by binding arbitration administered by an arbitrator through a reputable arbitration association such as the American Arbitration Association. All disputes shall be mediated and arbitrated in Los Angeles County, California, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties may not engage in class or representative arbitration.

You and we agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

You have the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to MeterLeader Inc., Attn: Legal, 6942 Lydia Dr, Huntington Beach, CA 92647 and at support@meterleader.com. The notice must be sent within 30 days of (a) the most recent Effective Date of these Terms of Service as set forth above; or (b) the first date that you used the Services that contained any versions of the Terms of Service that included this version of the mandatory arbitration and class action waiver, whichever is later. Otherwise, you shall be bound to arbitrate disputes in accordance with the terms of this Section 19.

If you opt out of these arbitration provisions, MeterLeader also will not be bound by them. If we change this Section 19 after you have accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service), you may reject any such change by sending us written notice within 30 days of the date such change became effective, as indicated in the Effective Date above or in the date of our email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any dispute between you and us in accordance with the provisions of this section as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

**YOU UNDERSTAND AND AGREE THAT THE ABOVE DISPUTE PROCEDURES SHALL BE YOUR SOLE REMEDY IN THE EVENT OF DISPUTE BETWEEN YOU AND METERLEADER REGARDING ANY ASPECT OF THE SERVICE AND THAT YOU ARE WAIVING YOUR RIGHT TO LEAD OR PARTICIPATE IN A LAWSUIT INVOLVING OTHER PERSONS, SUCH AS A CLASS ACTION.**

20. **SEVERABILITY; WAIVER.** If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Service to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Service shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

21. **UNITED STATES USE ONLY.** The Site is controlled and operated by MeterLeader from its offices in the State of California. MeterLeader makes no representation that any of the materials or the services to which You have been given access are available or appropriate for use in locations outside of the United States. Your use of or access to the Site should not be construed as MeterLeader's purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California.
22. **ENTIRE AGREEMENT.** These Terms of Service, and all agreements incorporated by reference, constitute the final, complete, and exclusive statement of the terms of the agreement between you and MeterLeader pertaining to the subject matter of these Terms of Service, and supersedes all other prior or contemporaneous oral or written understandings and agreements between you and MeterLeader.
23. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding on the heirs, legal representatives, successors, and permitted assigns of the parties.
24. **ACKNOWLEDGEMENT.** BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.