

#### I. USER ELIGIBILITY

The website is provided by *meeco* and available only to entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law. If you do not qualify, you are not permitted to use the website.

#### II. SCOPE OF TERMS OF USE

These Terms of Use govern your use of the website and all applications, software, and services (collectively, "Services") available on the website, except to the extent such services are the subject of a separate agreement. Specific terms or agreements may apply to the use of certain services and other items provided to you on the website ("Service Agreement(s)"). Any such service agreements accompany the applicable services or are listed in association with or through a hyperlink associated with the applicable services.

#### III. MODIFICATIONS

meeco may revise and update these Terms of Use at any time. Your continued usage of the website after any changes to these Terms of Use will mean you accept those changes. Any aspect of the website may be changed, supplemented, deleted or updated without notice at the sole discretion of meeco. meeco may also change or impose fees for products and services provided through the website at any time in its sole discretion. meeco may establish or change, at any time, general practices and limits concerning other meeco products and services in its sole discretion.

# IV. MEECO RATE AND SERVICE GUIDE AND TARIFF

The *meeco* Rate and Service Guide applicable to you and the *meeco* Tariff (to the extent it is applicable to you) in effect at the time of commissioning of remote monitoring for your equipment.

#### V. MEECO PRIVACY NOTICE

The *meeco* Privacy Notice governs the use of information collected from or provided by you at the website. With respect to any individual whose personal information is provided by you to *meeco*, You represent to *meeco* that you have obtained all necessary consents for the processing of such personal information contemplated by the Services you are using and by the *meeco* Privacy Notice, including the transfer of such data to the United States or other countries whose laws may not provide the same level of protection for the personal data as the laws of the country of origin of such individual.

Privacy Notice: www.meeco.net/privacy-policy

#### VI. LICENSE AND OWNERSHIP

Any and all intellectual property rights ("Intellectual Property") associated with the website and its contents (the "Content") are the sole property of meeco, its affiliates or third parties. The Content is protected by copyright and other laws in both the United States and other countries. Elements of the website are also protected by trade dress, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part. All custom graphics, icons, and other items that appear on the website are trademarks, service marks or trade dress ("Marks") of meeco, its affiliates or other entities that have granted meeco the right and license to use such Marks and may not be used or interfered with in any manner without the express written consent of meeco. Except as otherwise expressly authorised by these Terms of Use, you may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property of the website in any way without meeco's or the appropriate third party's prior written permission. Except as expressly provided herein, meeco does not grant to you any express or implied rights to meeco's or any third party's Intellectual Property.

meeco grants you a limited, personal, non-transferable, non-sub licensable, revocable license to (a) access and use only the website, ontent and services only in the manner presented by meeco, and (b) access and use the meeco computer and network services offered within the website (the "meeco Systems") only in the manner expressly permitted by meeco. Except for this limited license, meeco does not convey any interest in or to the meeco Systems, information or data available via the meeco Systems (the "Information"), Content, Services, website or any other meeco property by permitting you to access the website. Except to the extent required by law or as expressly provided herein, none of the content and/or Information may be reverse-engineered, modified, reproduced, republished, translated into any language or computer language, re-transmitted in any form or by any means, resold or redistributed without the prior written consent of meeco. You may not make, sell, offer for sale, modify,

reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the content in any way, unless expressly permitted to do so by *meeco*.

# VII. RESTRICTIONS ON USE OF THE WEBSITE

In addition to other restrictions set forth in these Terms of Use, you agree that:

- (a) You shall not disguise the origin of information transmitted through the website.
- (b) You will not place false or misleading information on the website.
- (c) You will not use or access any service, information, application or software available via the website in a manner not expressly permitted by *meeco*.
- (d) You will not input or upload to the website any information which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, the website or information or that infringes the Intellectual Property (defined below) rights of another.
- (e) Certain areas of the website are restricted to customers of *meeco*.
- (f) You may not use or access the website or the *meeco Systems* or *Services* in any way that, in *meeco's* judgment, adversely affects the performance or function of the *meeco Systems*, *Services* or the website or interferes with the ability of authorised parties to access the *meeco Systems*, *Services* or the website.
- (g) You may not frame or utilise framing techniques to enclose any portion or aspect of the content or the Information, without the express written consent of *meeco*.

# VIII. ACCESS TO EQUIPMENT RELATED SYSTEMS AND INFORMATION THROUGH THE WEBSITE

Your use and access of the Equipment Related Systems and Information are subject to the following terms:

- (a) The "Equipment Related Systems" are comprised of the *meeco Systems*, which are used to provide information about equipment being monitored via *meeco*. The Equipment Related Systems and Information gained from such systems ("Equipment Information") are to be used by you solely in connection with equipment owner or controlled by or to you or on your behalf and for no other purpose.
- (b) The Equipment Related Systems and Shipping Information are the private property of *meeco*. *meeco* authorises you to use monitoring functionality within the Shipping Related Systems solely to monitor equipment related information for no other purpose. Without limitation, you are not authorised to make the Equipment Information available on any website or otherwise reproduce, distribute, copy, store, use or sell the Equipment Information for commercial gain without the express written consent of *meeco*. This is a personal service, thus your right to use the Equipment Related Systems and Shipping Information is non-assignable. Any access or use that is inconsistent with these terms is unauthorised and strictly prohibited.
- (c) Any use in connection with the Equipment Related Systems of automated inquiry devices, robots, or repetitive data gathering and extraction tools, routines, scripts or other mechanisms with similar functionality is expressly prohibited.

## IX. LINKS

(a) Outbound Links. The website may contain links to third-party websites and resources (collectively, "Linked Sites"). These Linked Sites are provided solely as a convenience to you and not as an endorsement by meeco of the content on such Linked Sites. meeco makes no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any Linked Site. meeco is not responsible for the availability of the Linked Sites or the content or activities of such sites. If you decide to access Linked Sites, you do so at your own risk. In addition, your use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to, the Linked Site's privacy policy.

(b) Inbound Links. Linking to any page of the website other than to https://www.meeco.net through a plain text link is strictly prohibited in the absence of a separate linking agreement with meeco. Any website or other device that links to https://www.meeco.net or any page available therein is prohibited from (a) replicating Content, (b) using a browser or border environment around the Content, (c) implying in any fashion that meeco or any of its affiliates are endorsing it or its products, (d) misrepresenting any state of facts, including its relationship with meeco or any of its affiliates, (e) presenting false information about meeco products or services, and (f) using any logo or mark of meeco or any of its affiliates without express written permission from meeco.

#### X. SUBMISSIONS

meeco does not accept ideas, concepts, or techniques for new services or products through the website ("Comments"). If such Comments are received, you acknowledge that (a) they will not be considered confidential or proprietary, (b) meeco and its affiliates are under no obligation to keep such information confidential, and (c) meeco will have an unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute, and exploit such Comments in any manner it chooses.

## XI. TERMINATION

You agree that *meeco*, in its sole discretion, may terminate or suspend your use of the website, the *meeco Systems*, *Information*, *Services* and *Content* at any time and for any or no reason in its sole discretion, even if access and use continues to be allowed to others. Upon such suspension or termination, you must immediately (a) discontinue use of the website, and (b) destroy any copies you have made of any portion of the Content. Accessing the website, the *meeco Systems*, *Information* or *Services* after such termination, suspension or discontinuation shall constitute an act of trespass. Further, you agree that *meeco* shall not be liable to you or any third party for any termination or suspension of your access to the website, the *meeco Systems*, *Information* and/or the *Services*.

### XII. DISCLAIMER OF WARRANTIES

meeco makes no representations about the results to be obtained from using the website, the *meeco Systems*, the *Services*, the *Information* or the *Content*. The use of the same is at your own risk.

The website, the *meeco Systems*, the *Information*, the *Services* and the *Content* are provided on an "as is" basis. *meeco*, its licensors, and its suppliers, to the fullest extent permitted by law, disclaim all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose. *meeco* and its affiliates, licensors and suppliers make no representations or warranties about the accuracy, completeness, security or timeliness of the Content, Information or Services provided on or through the use of the website or the *meeco Systems*. No information obtained by your from the website shall create any warranty not expressly stated by *meeco* in these Terms of Use.

Some jurisdictions do not allow limitations on implied warranty, so the limitations and exclusions in this section may not apply to you. If you are dealing as a consumer, your statutory rights that cannot be waived, if any, are not affected by these provisions. You agree and acknowledge that the limitations and exclusions of liability and warranty provided in these Terms of use are fair and reasonable.

### XIII. LIMITATION OF LIABILITY

To the extent permitted by applicable law and to the extent that *meeco* is otherwise found responsible for any damages, *meeco* is responsible for actual damages only. To the extent permitted by law, in no event shall *meeco*, its affiliates, its licensors, its suppliers or any third parties mentioned at the website be liable for any incidental, indirect, exemplary, punitive and consequential damages, lost profits, or damages resulting from lost data or business interruption resulting from the use of or inability to use the website, the *meeco Systems, Information, Services* or the *Content* whether based on warranty, contract, tort, delict, or any other legal theory, and whether or not *meeco* is advised of the possibility of such damages. To the extent permitted by law, the remedies stated for you in these Terms of Use are exclusive and are limited to those expressly provided for in these Terms of Use.

# XIV. COMPLIANCE WITH LAW INCLUDING EXPORT CONTROL

You agree to use the website in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of *meeco*, negatively reflect on the goodwill or reputation of *meeco* and shall take no actions which would cause *meeco* to be in violation of any laws, rulings or regulations applicable to *meeco*.

meeco and the website are based in the United States. The United States and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or reexport the Content (including any software or the Services) to countries or persons prohibited under the United States or other applicable export control laws or regulations. If you access and download the Content (including any software or the Services) or Information, you represent that you are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of your local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Content (including any software or the Services).

## XV. JURISDICTION

To the fullest extent permitted by law, you hereby expressly agree that any proceeding arising out of or relating to your use of the website, the *meeco Systems, Information, Services* and *Content* shall be instituted in a state or federal court sitting in the country of Fulton, State of Georgia, United States of America and you expressly waive any objection that you may have now or hereafter to the laying of the venue or to the jurisdiction of any such proceeding. You agree that any claim or cause of action arising out of or related to your use of the website, the *meeco Systems, Information, Services* and/or *Content* must be filed within one (1) year after such claim or cause of action arose.

# XVI.GOVERNING LAW AND LANGUAGE

To the fullest extent permitted by law, these Terms of Use are governed by the internal substantive laws of England and Wales. To the fullest extent permitted by law, the controlling language for these Terms of Use is English. Any translation has been provided for your convenience, and you may view the English language version by (a) returning to the home page for the country that you have selected, (b) selecting the English link at the top of the page, and (c) then clicking on the link to the website Terms of Use located at the bottom of the page.

#### XVII. GENERAL

You may not assign these Terms of Use or any of your interests, rights or obligations under these Terms of Use. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

## XVIII. WRITTEN DOCUMENT

You may preserve these Terms of Use in written form by printing them for your records, and you waive any other requirement that these Terms of Use be evidenced by a written document.

### XIX. COMPLETE AGREEMENT

Except as expressly provided in a separate license, service or other written agreement between you and *meeco* or in the applicable *meeco* Rate and Service guide or *meeco* Tariff, these Terms of Use constitute the entire agreement between you and *meeco* with respect to the use of the website, the *meeco Systems*, and any software or service, information and content contained therein, and supersede all discussions, communications, conversations and agreements concerning the subject matter hereof.

### XX. CUSTOMER SERVICE

Questions or comments regarding the website may be submitted to *meeco* Customer Service at info@meeco.net.



#### CORE BUSINESS

- Developing and implementing clean energy business strategies and governmental programs.
- Creating and financing bankable renewable energy projects.
- Providing management services to ensure on-going operational and financial success.

#### **OUR MISSION**

#### ABOUT The meeco Group

Our mission is to serve the world with clean, sustainable and affordable energy. Being on the forefront of creating and developing highly customised solar power generation and storage solutions, we contribute to a greener and cleaner environment.

By keeping the financial profitability in mind, we consider it our commitment to reduce carbon emissions worldwide. With our long-lasting experience in the field of renewable energy investments we develop flexible and tailor-made clean energy solutions while providing attractive returns on investment for our clients and partners. Via our regional offices and joint venture companies we already delivered 450 MW across three continents.

For more information, please email info@meeco.com or visit sun2see.meeco.net

Other meeco Group webpages communication.meeco.net industrialclimbing.net

© meeco AG. All Rights Reserved, 6300 Zug, Switzerland

meeco, oursun, Oxygen Africa, PV Energy, sun2cam, sun2com, sun2five, sun2fix, sun2float, sun2flow, sun2fly, sun2go, sun2grid, sun2light, sun2live, sun2move, sun2safe, sun2see, sun2share and sun2water are trademarks owned by The meeco Group, meeco Invest AG and its subsidiary or affiliated companies. The figurative trademarks are registered in the European Union and other jurisdictions. This material may contain inaccuracies and typographical errors, and is provided "as is' without any express or implied warranty of any kind including but not limited to (A) warranties of accuracy, completeness, merchantability, non-infringement of intellectual property, or fitness for any particular purpose or (B) warranties of the reliability of any advice, opinion, statement, or other information displayed on this material. Any reliance on any such advice, opinion, statement, memorandum, or information shall be at user's sole risk. The meeco Group, meeco Invest AG and its subsidiary or affiliated companies reserves the right, in its sole discretion, to correct any errors or omissions in any portion of this material and make any other changes to the products or information contained in this material at any time without notice. In no event shall The meeco Group, meeco Invest AG and its subsidiary or affiliated companies or its licensors/suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information) arising out of the use the materials, even if meeco AG has been advised of the possibility of such damages. The meeco Group, meeco Invest AG and its subsidiary or affiliated companies are not responsible for any damage to any computer system or loss of data that results from the download or opening of this material.

