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## Terms of Use

Please read the following Terms of Use carefully. We may change or update these Terms of Use at any time. If we do so, we will post the revised Terms of Use on the Site. The date of the most recent revision will always be shown at the end of the Terms of Use. Please review our Terms of Use as often as you feel necessary, because each use of our Site is your confirmation that you agree with and accept the most recent version of these Terms of Use. If you do not agree with our current Terms of Use, please do not use this Site. If you are accessing and using this Site for or on behalf of a company or organization, all references to "you" or "your" shall include such company or organization. If you do not have the legal authority to bind such company or organization to these Terms of Use and all policies posted on the Site, you agree not to accept these Terms of Use and access or use the Site on behalf of such company or organization.

## Privacy Policy

CEN respects your privacy and the security of your personal and commercially sensitive information. We encourage you to read the PrivacyPolicy that is found on the Site so that you understand how we collect and use your information and can make informed choices about using our Site.

## Registration

To have access to our services made available by CEN, you must be or become a CEN user by registration. When and if you register, you must provide accurate, current and complete information about yourself as prompted by the appropriate on-line registration form. You must also update this information to maintain its accuracy and completeness. We reserve the right to terminate your use of our Site if any of this information provided by you is untrue, inaccurate, not current or not complete.

As part of our registration process you will be asked to provide your name, title, and email address (which shall be used as your login), and you will be asked to select a password. In addition, you will be asked to provide non-personally-identifiable information related to your use of the Site. You may not transfer or sell your use of or access to this Site to any third party. Your login email address and password should be kept confidential. You will be fully responsible for all use of your login email address and password and for any actions that take place using such login email address and password.

## Fees and Payments

There are no fees for the use of and access to the Site, unless you have registered for premium services pursuant to a separate agreement. We may change the applicable fees and charges, or add new fees or charges, at any time by providing advance notice.

## Cancellation and Renewal

If you register with the Site, your registration will be deactivated after an unauthorized period of inactivity. You may cancel your registration at any time by submitting a Helpdesk request within the Site or from

helpdesk.cleanenergynexus.com We do not accept cancellations by mail or email. Upon a cancellation of your registration, access to the Site's content and services will end immediately.

## **Trademarks and Copyrights; Third Party Content**

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## **User Obligations**

You will use the Site only in accordance with these Terms of Use. By using the Site, you represent, warrant and covenant that:

- (a) You will not use, or allow the use of, the Site in contravention of any federal, state or other applicable laws, including, without limitation, any laws or regulations governing the export of computer software.
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- (b) You are solely responsible for the equipment, operating platforms, Internet access and software (other than software provided by us, if any) that may be necessary to use the Site. You will also provide, at your own cost and expense, all connections from your computer system to the Site. You acknowledge that we disclaim any responsibility for the compatibility of the Site with your facilities, software, data, files, communications, protocols and equipment, and you expressly release us from any liability you may incur as the result of any such incompatibility.
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- (c) Notwithstanding any assistance, testing or trouble-shooting rendered by us in enabling you to use the Site, you retain full and sole ultimate responsibility for ensuring that your systems and means of communicating with the Site are compatible with the Site and that your and your systems' use the Site do not fail and are error free. You shall not introduce any computer program to the Site which is injurious or damaging to the Site or the data contained therein.
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- (d) The information you supply in during the registration process and all other information provided by you is accurate, complete and truthful, and you have, and will continue to have, the right and authority

to enter such information in the manner contemplated hereby.

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- (e) You will not attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by CEN in connection with the Site.
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- (f) You will not scrape, harvest or extract data from the Site, and you shall not access, collect or index through automatic processes, any data or content from the Site.
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- (g) You will not engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Site, including, without limitation, the use of any virus, bots, worm, trojan horse, time bomb, trap door, denial of service attack, automated repetitive requests for information, or any other device that causes damage to any hardware, software, or equipment used in connection with the Site.
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- (h) You will not use any meta tags, key words, code or other devices containing any references to CEN or the Site in order to direct any person to any other website for any purpose.
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- (i) You will not modify the CEN Content, you will not create derivative works or any other works that are substantially similar to the CEN Content, and you will not remove any copyright notices and other proprietary notices on any CEN Content.

## **Submissions and Communications**

Through the Site we may collect from you and other site users personally identifiable information, as well as commercially sensitive information from surveys, prediction requests or other requests for information (collectively, "User Content").

We will use the User Content that we collect from and about you for various purposes, including for registration and validation purposes, responding to your requests, providing you with additional information about CEN, improving the Site, and customizing your experience. We value your privacy and consider this information to be a vital part of our relationship with you. CEN is not in the business of selling your information and will not sell your personal or commercially sensitive information to third parties. In the event of a corporate sale, merger, reorganization, dissolution or similar event, User Content may be part of the transferred assets.

By submitting User Content through the Site you represent and warrant that: (i) if on behalf of a company or organization, that you have the legal authority to contractually bind such entity to these Terms or Use; and (ii) you, individually or if on behalf of a company, have the right to grant, and do grant, CEN a non-exclusive, perpetual, transferable, irrevocable, sublicenseable, royalty-free right and license to access, use, reproduce, store, modify, distribute, sell, make available on the Site and create derivative works of any User Content (in whole or in part) and to incorporate all or any portion of it in other works in any form, media, or technology now known or later developed for the full term of any patent, trademark, trade secret, copyright, or other proprietary rights of any party that may exist in such User Content, in accordance with the Site's Privacy Policy. You understand that any User Content you submit may be made available on the Site, in whole or in part, even after your use of the Site terminates. Unless otherwise stated and except to the extent that the Site's Privacy Policy applies, CEN will not be required to treat any User Content as confidential. CEN will be entitled to use the User Content in any manner consistent with the Site's Privacy Policy without compensation to you or any other person. For the avoidance of doubt, CEN will not be liable to you or any other person for any ideas (including, without limitation, product designs) derived from the User Content and will not incur any liability as a result of any similarities to the User Content that may appear in any future products or services of CEN.

You may submit ideas, suggestions, or comments ("Feedback") regarding the Site or CEN's business, products or services. By submitting any Feedback, you acknowledge and agree that: (i) your Feedback is provided by you voluntarily and CEN may, without any obligations or limitation, use and exploit such

Feedback in any manner and for any purpose; (ii) you will not seek and are not entitled to any money or other form of compensation, consideration, or attribution with respect to your Feedback regardless of whether CEN considered or used your Feedback in any manner; and (iii) your Feedback is not the confidential or proprietary information of you or any third party.

## **Links**

The Site may include links to other websites that are not owned or operated by CEN and may also include information and material that relate to products and services provided by third party service providers. You acknowledge that CEN is not responsible for the operation of, or content located on or through, any third-party website. The inclusion of a link to such website does not imply endorsement by CEN. Viewing of any website linked to the Site is at your own risk.

## **Indemnification**

You agree to indemnify, defend, and hold harmless CEN and its subsidiaries, divisions, and affiliates, and each of their officers, managers, directors, representatives, agents, and employees (collectively, the "Indemnitees") from and against any and all liability, damages and costs (including, without limitation, attorneys' fees) incurred by the Indemnitees in connection with your use of the Site, including without limitation, any and all liability or loss arising out of any action taken in reliance on CEN Content or Third Party Content, including but not limited to market value or other loss on the sale or purchase of any company, property, product, service, security, instrument, or any other matter, or with respect to any claim arising out of any User Content that you submit, or breach or alleged breach of any of your obligations set forth in these Terms of Use. CEN reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You shall not settle any matter without the written consent of CEN. You shall cooperate as fully as reasonably required in the defense of any claim.

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## **Limitation of Liability**

CEN will not be liable for any damages or injury, including but not limited to, special, indirect, incidental, or consequential damages, caused by the Site or any CEN Content or Third Party Content on the Site or any use of or inability to use the Site, including, but not limited to, any error, omission, interruption, defect, delay in operation or transmission, failure of performance, or computer virus, even if an authorized representative of CEN has been advised of the possibility of such damages. CEN will not be liable for any damages or injury, including but not limited to, special, indirect, incidental, or consequential damages, that may result from linking to any third-party website.

## **Exclusions and Limitations**

Some jurisdictions do not allow the exclusion of implied warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to certain users.

## **Termination**

CEN may, in its sole discretion, for any reason or no reason, at any time terminate your access to the Site and any password you may have in connection with the Site and remove your personal or commercial information from the Site.

## **DMCA**

CEN processes, investigates, and responds to notifications of alleged infringement in accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, we will act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and will act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. Notices of claimed infringement should be directed to: Clean Energy Nexus, LLC, Attn: Copyright Agent, 2700 Post Oak Blvd, Suite 2100, Houston, TX 77056, or by e-mail at: [helpdesk@cleanenergynexus.com](mailto:helpdesk@cleanenergynexus.com). The words "Notice of Infringement" should be put in the subject line of all such notifications. CEN will respond to all notifications of claimed infringement of intellectual property rights in accordance with applicable laws.

## **Miscellaneous**

This Agreement constitutes the entire agreement between you and CEN regarding your use of the Site and supersedes all prior agreements or communications. This Agreement may not be assigned or transferred by you without our written consent. Any attempted assignment in violation of this provision shall be null and void. We may assign this Agreement at any time to any direct or indirect subsidiary or to any successor of ours that is established or prepared to provide the services described herein. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns. If any provision of this Agreement is found to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement. No waiver shall be effective against us unless we make it in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. This Agreement will be governed by the laws of the State of Delaware applicable to contracts entered into and performed

exclusively in the State of Delaware. Any court of competent jurisdiction sitting within Kent County, Delaware, will have exclusive jurisdiction and venue for any dispute arising out of or relating to the Site or this Agreement, and you hereby waive any argument that any such court does not have jurisdiction over you or such dispute or that venue is not appropriate or convenient.

## **Contact Us**

If you have any comments or questions about these Terms of Use, please feel free to contact us at:

-Clean Energy Nexus, LLC

-2700 Post Oak Blvd.

-Suite 2100

-Houston, TX 77056

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-Or by email at: [helpdesk@cleanenergynexus.com](mailto:helpdesk@cleanenergynexus.com)

## **Last Update**

*These Terms of Use were last updated and are effective as of September 12, 2018.*