



## TERMS OF USE

*Last Modified: November 28, 2023*

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Please read these Terms of Use carefully before you start to use the Platform.

**BY USING THE PLATFORM OR BY CLICKING TO ACCEPT OR AGREE TO THE TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU, YOU HEREBY EXPLICITLY ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND OUR PRIVACY POLICY, FOUND AT [HTTPS://ENERCALC.COM/PRIVACY-POLICY](https://ENERCALC.COM/PRIVACY-POLICY), INCORPORATED HEREIN BY REFERENCE. *If you do not wish to agree to these Terms of Use or the Privacy Policy, you must not access or use the Platform.***

This Platform is offered and available to users who are over 18 years of age. By using this Platform, you represent and warrant that you are of legal age. If you do not meet all of these requirements, you must not access or use the Platform.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Accessing the Platform and Account Security**

We reserve the right to withdraw or amend this Platform, and any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including registered users.

You are responsible for ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use and comply with them.

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on the Platform is accurate, up to date, and complete. You agree that all information you provide to register with this Platform or otherwise, including, but not limited to, through the use of any interactive features on the Platform, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Intellectual Property Rights**

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You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate ENERCALC, a ENERCALC employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Platform, or which, as determined by us, may harm ENERCALC or users of the Platform, or expose them to liability.

Additionally, you agree not to:

- Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Platform, including their ability to engage in real time activities through the Platform.
- Use any robot, spider, crawler, scraper, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.
- Use any device, software, or routine that interferes with the proper working of the Platform.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.
- Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Platform.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting or submitting any materials on or through the Platform. YOU WAIVE AND HOLD HARMLESS ENERCALC AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section, they are provided AS-IS.

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### **Limitation on Liability**

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THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify, and hold harmless ENERCALC, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Platform, including, but not limited to, your User Contributions, any use of the Platform's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Platform.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

### **Waiver and Severability**

No waiver by ENERCALC of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of ENERCALC to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

### **Feedback**

If you send or transmit any communications or materials to ENERCALC by mail, email, telephone, or otherwise, suggesting or recommending changes to the Platform, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), ENERCALC is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. You hereby assign to ENERCALC all right, title, and interest in, and ENERCALC is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although ENERCALC is not required to use any Feedback.

### **Assignment**

You may not assign, transfer, or delegate any or all of your rights or obligations under these Terms of Use. ENERCALC may assign, transfer, or delegate any or all of its rights and obligations under these Terms of Use to a third party, including to a successor of all or substantially all of the assets of ENERCALC through merger,

reorganization, consolidation, or acquisition, and including the transfer of any rights, licenses, or consents related to the storage and use of Feedback, Aggregate Data, User Contributions, and other data and information.

### **Relationship of the Parties**

To the extent that the Terms of Use or any incorporated documents create any relationship between the parties, that relationship shall be that of an independent contractor relationship. Nothing contained in the Terms of Use shall be construed to: (i) give any party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking, or (iii) constitute any party, its agents, or employees as employees of any other party or grant any of them the power or authority to act for, bind, or otherwise create or assume any obligation on behalf of any of the other parties for any purpose whatsoever.

### **Consent to Receive Communications**

By providing your email, phone number, or other contact information to the Platform for the purpose of receiving certain communications from or related to the Platform, you consent to receiving such communications from ENERCALC, which may include automated emails, electronic messages, or other electronic communications, may include automated voice calls, and may include other similar communications. Consent is not a condition of any purchase or utilization of the services or Platform. Message and data rates may apply. Message frequency varies.

### **Your Comments and Concerns**

The Platform, including any software applications, websites, or other services, is operated by ENERCALC and all Feedback, comments, requests for technical support, and other communications relating to the Platform should be directed to [info@enercalc.com](mailto:info@enercalc.com).