

SOLARAPP+ TERMS OF SERVICE

Last Updated: April 22nd, 2025

1. Introduction

These Terms of Service ("**Terms**") are between you and SolarAPP Foundation, Inc. and apply to your access to and use of our permitting review tool located at gosolarapp.org (or any successor links thereto) or as we otherwise may make available to you and all associated web pages, websites, and social media pages (the "**Tool**") provided by SolarAPP Foundation, Inc. ("**Foundation**", "**we**", "**our**" or "**us**"). By accessing or using the Tool, you agree to be bound by these Terms.

If you use the Tool on behalf of another legal entity, including your employer, another business, a government, or any other entity, (a) you represent that you are authorized to accept these Terms on that legal entity's behalf; and (b) in the event you or that legal entity violates these Terms, that legal entity also agrees to be responsible to us. The Tool is intended for use by (i) authorities having jurisdiction ("**AHJs**") which are authorized permitting agencies, and (ii) applicants ("**Applicants**") for permits. By submitting any information to Foundation via or in association with the Tool, you are representing and warranting to Foundation that you have the authority to disclose that information.

If you do not agree to these Terms, do not use the Tool.

2. Notice

Foundation is not a permitting agency or jurisdiction and does not have independent authority to issue permits of any kind. Foundation provides the Tool to assist with permit applications and issuance, but is not liable for permit applications or the issuance of permits. Applicants are ultimately responsible for their permit applications and AHJs are ultimately responsible for the approval and rejection of permit applications.

Foundation, its officers, employees, agents, or representatives disclaim any damages of any kind arising from your use of the linked online payment service. Nothing contained in the Tool constitutes, is intended to constitute, or may not be interpreted to constitute legal advice from Foundation or any of its agencies, officers, employees, agents, or representatives.

3. Updates to these Terms

We may make changes to these Terms from time to time. The "*Last Updated*" date above indicates when these Terms were last changed. If we make future changes, we will provide you with reasonable notice of such changes through any reasonable means. You are responsible for checking the Terms for changes. Unless we say otherwise, the amended Terms will be effective immediately, and your continued use of the Tool after we provide such notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must immediately stop using the Tool.

4. Your Information

The Tool may collect personal information from users, including AHJs and Applicants in connection with your access or use of Tool, or we may otherwise collect certain information about you when you access or use our Tool. For information about how we collect, use, share and otherwise process information about you, please see our Privacy Policy (available at gosolarapp.org/privacy or any successor links thereto). By using the Tool, you expressly consent to these processing activities.

The Tool may be monitored by the Foundation, or by others on their behalf, for the purposes of providing and maintaining the tool. By using the Tool, you expressly consent to these monitoring activities.

5. Accounts

You may be required to create an account and provide Foundation with a username, password, and certain other information as set forth in the Privacy Policy in order to use the Tool. You agree to provide current, complete, and accurate information and promptly update this information if it changes. We may suspend or terminate your account or refuse any use of the Tool, for any reason, including if we suspect your account information is inaccurate, not current, or incomplete. You will maintain the security of any accounts created by you and are solely responsible for all activities that occur under your account. If you discover or suspect that someone has accessed your account without permission, you will promptly notify Foundation. We reserve the right to reclaim usernames, including on behalf of businesses or individuals that hold legal title, including trademark rights, in those usernames.

6. Prohibited Conduct

- a. You may only use the Tool if you are eligible to use it under these Terms. You may only use the Tool for its intended purpose.
- b. Further, you will not, in connection with the Tool:
 - Violate any applicable law, contract, intellectual property right, or other third-party right or commit a tort;
 - Engage in any harassing, threatening, intimidating, predatory, or stalking conduct;
 - Use or attempt to use another user's account or information without authorization from that user and Foundation;
 - Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;
 - Sell, license, or resell the Tool;
 - License, sell, or transfer your account without prior written permission from Foundation.
 - Copy, reproduce, distribute, publicly perform, or publicly display all or portions of the Tool, except as expressly permitted by us or our licensors;
 - Modify the Tool, remove any proprietary rights notices or markings, or otherwise make any derivative works based upon our Services;
 - Use the Tool in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Tool or that could damage, disable, overburden, or impair the functioning of the Tool in any manner;
 - Reverse engineer any aspect of the Tool or do anything that might discover or reveal source code, or bypass or circumvent measures employed to prevent or limit access to any part of the Tool;
 - Develop or use any applications or software that interact with the Tool without our prior written consent;
 - Send, distribute, or post spam, unsolicited or bulk commercial electronic communications;
 - Use the names or marks of the Foundation to endorse or promote any product, service, or entity without specific prior written authorization from Foundation. Any commercial use of the materials stored on the Tool is strictly prohibited without prior written approval of Foundation;
 - Use the Tool for any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates these Terms; or
 - Attempt to obtain, alter, damage, or destroy account information.
- c. Enforcement of this Section 6 is solely at Foundation's discretion, and failure to enforce this section in some instances does not constitute a waiver of our right to enforce it in other instances.

7. Ownership; Limited License

- a. The Tool, including the text, graphics, images, photographs, videos, illustrations, and other content contained therein, and all intellectual property rights therein and thereto, are owned by Foundation or its licensors and are protected under both United States and foreign laws. Except as explicitly stated in these Terms, all rights in and to the Tool, including all intellectual property rights therein and thereto, are reserved by Foundation or its licensors.
- b. Subject to your compliance with these Terms, Foundation hereby grants to you a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use the Tool. No ownership right is conveyed to you. Any use of the Tool other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted herein and violate our intellectual property rights.

8. Trademarks

Foundation's logos, product or service names, slogans, marks, and the look and feel of the Tool are trademarks of Foundation or its licensors and you may not copy, imitate or use them, in whole or in part, without Foundation's prior written permission. All other trademarks, registered trademarks, product names, and company names or logos mentioned on or in connection with the Tool are the property of their respective owners. Reference to any products, services, processes, or other information by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation by us.

9. Feedback

You may voluntarily submit, or otherwise communicate to us any questions, comments, suggestions, ideas, original or creative materials, or other information about Foundation or the Tool (collectively, "**Feedback**"). You understand that we may use such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you, including to develop, copy, publish, or improve the Feedback, Tool, or to improve or develop new products, services, or the Tool in Foundation's sole discretion. Foundation will exclusively own all improvements to, or new, Foundation products, or Tool, or Services based on any Feedback. You understand that Foundation may treat Feedback as nonconfidential. To the extent you acquire or retain any intellectual property rights in or to the Feedback, you hereby grant to Foundation a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sublicensable license to reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and display, and otherwise use that Feedback for any purpose.

10. Third-Party Content

- a. The Tool may rely on or interoperate with third-party products and services, including, without limitation, data storage services, communications technologies, IoT platforms, and internet and mobile operators (collectively, "**Third-Party Materials**"). These Third-Party Materials are beyond our control, but their operation may impact, or be impacted by, the use and reliability of the Tool. You acknowledge that, (a) the use and availability of the Tool may be dependent on third-party product vendors and service providers; and (b) these Third-Party Materials may not operate reliably 100% of the time, which may impact the way that the Tool operates.
- b. We may further provide information about or links to third-party products, services, activities, or events, or we may allow third parties to make their content and information available on or through the Services (collectively, "**Third-Party Content**"). We provide Third-Party Content as a service to those interested in such content. 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.

- c. We have no obligation to monitor Third-Party Materials or Third-Party Content, and we may block or disable access to any Third-Party Materials or Third-Party Content (in whole or part) through the Tool at any time. Your access to and use of such Third-Party Content or Third-Party Materials may be subject to additional terms, conditions, and policies applicable to such Third-Party Content (including terms of service or privacy policies of the providers of such Third-Party Materials). You are responsible for obtaining and maintaining any computer hardware, equipment, software, network services and connectivity, telecommunications services, and other applicable products and services necessary to access and use the Tool. Foundation will have no obligations or responsibility under these Terms for issues caused by your use of any third-party hardware or software not provided by Foundation.

11. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Foundation and its subsidiaries and affiliates, officers, directors, agents, partners, and employees (individually and collectively, the “**Foundation Parties**”) from and against any losses, liabilities, claims, demands, damages, expenses or costs including reasonable attorney’s fees (“**Claims**”) arising out of or related to, (a) your access to or use of the Tool; (b) your Feedback; (c) your violation of these Terms; (d) your violation, misappropriation, or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your violation of applicable laws or regulations. You will promptly notify Foundation Parties of any third-party Claims, cooperate with Foundation Parties in defending such Claims, and pay all fees, costs, and expenses associated with defending such Claims (including attorneys’ fees). This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Foundation or the other Foundation Parties.

12. Disclaimers

Your use of the Tool and any content or materials provided therein or therewith (including any Third-Party Content and Third-Party Materials) is at your sole risk. Except as otherwise provided in a writing by us and to the fullest extent permitted under applicable law the Tool and any content or materials provided therein or therewith (including any Third-Party Content and Third-Party Materials) are provided “as is” and “as available” without warranties of any kind, either express or implied. Foundation disclaims all warranties with respect to the foregoing, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Foundation does not represent or warrant that the Tool or any content provided therein or therewith (including any Third-Party Content and Third-Party Materials) are accurate, complete, reliable, current, or error-free or that access to the Tool or any content provided therein or therewith (including any Third-Party Content and Third-Party Materials) will be uninterrupted. Foundation has no obligation to provide updates, support, consulting, training, or assistance of any kind related to the Tool. You assume the entire risk as to the quality and performance of the Tool and any content provided therein or therewith (including any Third-Party Content and Third-Party Materials). All disclaimers of any kind (including in this section and elsewhere in these Terms) are made for the benefit of Foundation, Foundation Parties, and Foundation’s respective shareholders, agents, representatives, licensors, suppliers, and service providers, as well as their respective successors and assigns.

13. Limitation of Liability

- a. To the fullest extent permitted by applicable law, Foundation and the other Foundation Parties will not be liable to you under any theory of liability, whether based in contract, tort, statute, negligence, warranty, or otherwise, for any indirect, consequential, exemplary, incidental, punitive, or special damages, or lost profits, (including procurement of substitute goods or services; loss of use, data, or profits; or business interruption) arising from or relating to these

Terms, the Tool, or any data available via the Tool even if Foundation or the other Foundation Parties have been advised of the possibility of such damages, and even if any remedy set forth herein is found to have failed its essential purpose.

- b. The total aggregate liability of Foundation and the other Foundation Parties for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, may not exceed \$100.
- c. The limitations set forth in this Section 13 will not limit or exclude liability for the gross negligence, fraud, or intentional misconduct of Foundation or the other Foundation Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

14. Governing Law

These Terms are governed by and construed and enforced in accordance with the laws of Washington D.C., without regard to conflict of law rules or that would cause the application of the laws of any other jurisdiction. The state and federal courts located in Washington D.C., will have exclusive jurisdiction in any actions, disputes, or controversies relating to these Terms or the Tool. You and Foundation waive any objection to venue in any such courts.

15. Termination

We reserve the right to suspend or terminate providing all or part of the Tool at any time. We may suspend or terminate your account for any reason upon reasonable notice to you. You also have the right to stop using the Tool at any time and you may terminate your account at any time, for any reason. We are not responsible for any loss or harm related to your inability to access or use our Services. The following sections survive termination of these Terms: Section 1 (Introduction), Section 2 (Notice), Section 4 (Your Information), Section 7(a) (Ownership), Section 8 (Trademarks), Section 9 (Feedback), Section 11 (Indemnification), Section 12 (Disclaimers), Section 13 (Limitation of Liability), Section 14 (Governing Law), Section 15 (Termination), and Section 16 (Miscellaneous) will remain in effect.

16. Miscellaneous

- a. Unless otherwise specified, the Tool and any information or data available via the Tool are presented solely for use and access from the United States, its territories, possessions, and protectorates. Foundation makes no representation or warranty of any kind that the Tool or any data available via the Tool is appropriate or available for use in other locations. You alone are responsible for compliance with applicable laws.
- b. The section titles in these Terms are for convenience only and have no legal or contractual effect. Lists of examples following “including” or “e.g.” or similar words are not exhaustive (that is, they are interpreted to include “without limitation”). All monetary amounts are expressed in U.S. dollars. URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at the specified URLs. The word “or” will be deemed an inclusive “or”.
- c. If any portion of these Terms is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (a) the unenforceable or unlawful provision will be severed from these Terms; (b) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of these Terms; and (c) the unenforceable or unlawful provision may be revised to the extent required to render the Terms enforceable or valid, and the rights and responsibilities of the parties will be interpreted and enforced accordingly, so as to preserve the Terms and the intent of the Terms to the fullest possible extent.

d. Foundation's failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. These Terms reflect the entire agreement between the parties relating to the subject matter hereof the section titles in these Terms are for convenience only and have no legal or contractual effect. Use of the word "including" will be interpreted to mean "including without limitation." Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third-party beneficiary rights upon any other person or entity. Foundation may assign these Terms, rights, or obligations to Foundation Parties, successors, trustees, and permitted assignees with or without notice to you. Communications and transactions between us may be conducted electronically.