



## TERMS AND CONDITIONS

Last modified: February 4, 2020

These Terms and Conditions (defined below) govern your use of <https://www.agetoenergy.com/>, and any other website, mobile application, and technology platform (collectively, the “**Ageto Platform**”) made available to you by Ageto, LLC, a Colorado limited liability company, and its affiliates and subsidiaries (“**Ageto**” “**we**,” “**us**” or “**our**”).

These Terms and Conditions and the related Privacy Policy (collectively, the “**Terms and Conditions**”) constitute a legally binding agreement between you and us.

BY CLICKING ACCEPT, ACCESSING THE AGETO PLATFORM, OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, HAVE UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS JUST AS IF YOU HAD SIGNED THEM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IF YOU DO NOT AGREE TO ALL OF THE PROVISIONS OF THESE TERMS AND CONDITIONS, YOU MAY NOT USE OR ACCESS THE AGETO PLATFORM OR THE SERVICES.

We reserve the right, in our sole discretion, to change, modify, add, or delete portions of these Terms and Conditions at any time. All changes are effective immediately when posted. Your continued use of the Ageto Platform following the posting of revised Terms and Conditions means that you accept and agree to the changes. We may change the Ageto Platform or add or delete content or features in any way, at any time, and for any reason or no reason. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

PLEASE BE ADVISED: These Terms and Conditions contain provisions that govern how claims you and Ageto have against each other can be brought (see Section 14 Arbitration). These provisions will, with limited exception, require you to submit claims you have against Ageto to binding and final arbitration on an individual basis, not as a plaintiff or class member in any class, group or representative action or proceeding.

Capitalized terms not defined in these Terms and Conditions have the meaning set forth in additional Ageto policies, addendums, and agreements.

### 1. SERVICES AND PRODUCTS PROVIDED

Ageto offers a variety of products that integrate with current power systems to maximize clean, renewable energy while ensuring the power system is stable and resilient (the “**Products**”). In addition to the Products, Ageto offers certain services related to the installation, maintenance, testing, and monitoring of such Products (the “**Services**”).

While access to certain portions of the Ageto Platform are free, we reserve the right to charge fees for

any Services, Products, features, or benefits associated with the Ageto Platform at any time.

We reserve the right to, at any time and without notice, limit access to, modify, change or discontinue the Ageto Platform, Products, or Services. Unless otherwise expressly stated in an Agreement between you and Ageto, you agree that we will not be liable to you or to any third party for any such limitation, modification, change, suspension, or discontinuance of the Ageto Platform, Products, or Services.

## 2. MODIFICATION TO THESE TERMS AND CONDITIONS

We reserve the right to revise these Terms and Conditions, and any information referenced in the hyperlinks, at our sole and absolute discretion, by updating this posting. If changes are material, we will post a banner and/or a link on the Ageto Platform notifying you of the material change. The revised terms will take effect the date they are posted on the Ageto Platform.

Continued use of the Ageto Platform, Products, or Services after any such changes shall constitute your consent to such modifications. Please review these posted terms on a regular basis.

## 3. ELIGIBILITY

The Ageto Platform is intended for Users that are at least 18 years old. No individual under these age limits may provide any Personal Data to us or otherwise through the Ageto Platform.

By using the Ageto Platform, you represent and warrant that you are at least 18 years old and that you have the right, authority and capacity to enter into and abide by these Terms and Conditions.

## 4. ACCOUNTS

When you order Products or request Services we may either (i) require you to sign up on the Ageto Platform for an account; or (ii) request certain information from you to create an account in your name to keep track of your Products and Services ("**Account**").

By creating an Account, you (this includes any agent designated by you operating on your behalf) agree to provide us with complete and accurate information and to keep this information up to date. This may include, but is not limited to, your name, business name, email address, physical address, address where you would like us to deliver Products or provide Services, telephone number, social media profiles, payment method, and password.

If you provide any information that does not satisfy this provision, or we have reasonable grounds to suspect as much, we have the right to suspend or terminate your Account and refuse any and all current or future use of the Ageto Platform, Products, or Services (or any portion thereof).

You are solely responsible for activities that occur under or through your Account, including activities initiated by third parties, whether or not such activities are authorized by you. Should you grant a third party to act on your behalf, you shall ensure that third party is bound by, and abides by, these Terms and Conditions. You agree to immediately notify us of any unauthorized use of your Account or any breach of your Account security.

Please refer to our Privacy Policy for how we store, access, use, and share any information you provide

to us, and your rights with regard to your Personal Data.

#### 5. ACCEPTABLE USE POLICY

You may only use Ageto Platform for legitimate business purposes; you may not use Ageto Platform for any fraudulent or deceitful purposes. By using Ageto Platform, you agree to comply with laws that apply to the United States and your own country, including laws that apply to exporting technical data.

**“Your Content”** means content you submit to the Ageto Platform or that you allow third parties to submit to the Ageto Platform, including, but not limited to, your name, username, profile, images, links, and any other personal or biographical information, photos, video, audio, illustrations, animations, logos, tools, text, ideas, illustrations, communications, data, information, software, scripts, and credit card information.

You irrevocably waive any claims and assertions of moral rights or attribution with respect to Your Content brought against us or any third-party sites. If you delete Your Content, we will use reasonable efforts to remove it from the Ageto Platform; provided, however, that you acknowledge that in such event Your Content may not be made immediately unavailable, whether due to caching, links, references, or otherwise and deletion of your content does not end or diminish our license rights set forth above.

You own Your Content. However, by submitting Your Content you irrevocably grant us a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sublicensable, and transferrable license to use Your Content throughout the world in any media for any commercial or non-commercial purpose. Herein **“use”** means display, copy, distribute, modify, adapt, publish, incorporate into other works, create derivative works, and allow third-party sites and services who obtain Your Content from us to do the same, provided, however, that such use is limited by the terms of our Privacy Policy.

When you post content to or through the Ageto Platform, you are responsible for the content of, and any harm resulting from that content, regardless of whether the content in question is in the form of text, graphics, photographs, audio files, or computer software.

You agree to provide and maintain accurate, current and complete information and acknowledge that we, other Users, Ageto vendors, and other members of the public may rely on Your Content as accurate, current and complete. You acknowledge that if Your Content is not accurate, current, and complete it may impact your use of the Ageto Platform, Products, and Services.

With respect to your use of the Ageto Platform, Products, Services, and Content you provide, you agree that you will not:

- impersonate any person or entity;
- stalk, threaten, or otherwise harass any person;
- violate any law, statute, rule, permit, ordinance or regulation;
- interfere with or disrupt the Ageto Platform or the servers or networks connected to the Ageto Platform;
- post content or interact on the Ageto Platform in a manner which is fraudulent, libelous,

abusive, obscene, profane, sexual in nature, harassing, or illegal;

- use the Ageto Platform, Products, or Services in any way that infringes any third party's rights, including: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Ageto Platform;
- "frame" or "mirror" any part of the Ageto Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other website for any purpose;
- modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Ageto Platform or any software used on or for the Ageto Platform or Services;
- rent, lease, lend, sell, redistribute, license or sublicense the Ageto Platform or Services or access to any portion of the Ageto Platform or Services;
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Ageto Platform or its contents;
- transfer or sell your Account, subscription, password and/or identification to any other party;
- discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation; or
- cause any third party to engage in the restricted activities above.

We may terminate or limit your right to use the Ageto Platform, Products, or Services in the event that we are investigating or believe that you have breached any provision of these Terms and Conditions. We may provide you with written or email notice of such investigation.

## 6. FEES AND PAYMENT

As part of your purchase of Products or Services, the Ageto Platform may facilitate payments made to Ageto ("**Fees**"). Your Fees are determined by the Products and Services you choose to purchase, therefore, Fees will vary from each individual User.

Fees may be collected and distributed through a third-party payment processing service, such as PayPal or Stripe, therefore you may be required to register with a third-party payment processor ("**Payment Processor**"). Ageto may replace its Payment Processor without notice to you. Additionally, you may be

required to agree to terms of service of the Payment Processor, and go through a vetting process at the request of the Payment Processor to set up their account with the Payment Processor (“**Payment Processor Services Agreement**”). By accepting these Terms and Conditions, you agree that you have reviewed and agreed to, the Payment Processor Services Agreement. You also agree that your account with a Payment Processor is accurate, current, and complete.

Please note that we are not a party to the Payment Processor Services Agreement and that you, the Payment Processor and any other parties listed in the Payment Processor Services Agreement are the parties to the Payment Processor Services Agreement and that we have no obligations, responsibility or liability to you or other party under the Payment Processor Services Agreement. To help prevent fraud and safeguard your information from the risk of unauthorized access, we and/or the Payment Processor may validate an account before activation.

All Fees will be billed to the credit card, or other payment method, with which you provide us through your Account (“**Payment Method**”). You authorize the Payment Method issuer to pay any Fees incurred by you, regardless of whether you incur Fees as a guest through a one-time transaction or under your Account.

You agree to provide current, complete and accurate billing and Payment Method information. You agree to promptly update Payment Method numbers, expiration dates and billing address to keep your Account current and accurate. You must update your card in the event it is lost or stolen.

If your Fees are not paid by your Payment Method issuer, you agree to pay all Fees you incur by provided another Payment Method. Should you have difficulty making a payment, please contact us at [info@agetoenergy.com](mailto:info@agetoenergy.com) for additional payment options, provided, however, that Ageto does not guarantee that there is another payment option beyond using a Payment Processor.

You agree to pay all costs of collection efforts, including attorney fees and costs.

Failure to maintain current, complete, and accurate billing and Payment Method information may affect your use and access to the Ageto Platform, products, and Services.

We reserve the right, but not the obligation, in our sole discretion, upon request or claim from you, or upon notice of any potential fraud, unauthorized charges or other misuse of the Ageto Platform, Products, or Services, to (1) place on hold any Fees, charges, payment, or (2) refund or provide credits, or arrange for the Payment Processor to do so. Should you have a claim, please contact us at [info@agetoenergy.com](mailto:info@agetoenergy.com).

#### 7. DISCOUNT, COUPONS, OR GIFT CODES

Ageto, at its sole discretion, may make available promotions and discounts to any User or prospective User. We reserve the right to withhold or deduct benefits obtained through a promotion in the event that we determine or believe that the redemption of the promotion or receipt of the benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or these Terms and Conditions.

#### 8. INTELLECTUAL PROPERTY

All intellectual property rights in the Ageto Platform, Products, and Services shall be owned by Ageto or

our licensees absolutely and in their entirety. These rights include database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered), patents, and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in the Ageto Platform are the property of their respective owners.

We welcome your comments and feedback regarding the Ageto Platform and Services. We do not, however, accept confidential or proprietary information. Accordingly, all comments, feedback, ideas, suggestions, materials, information and other submissions disclosed, submitted or offered to Ageto (collectively, “**Comments**”) are not confidential and will become and Ageto’ property. The disclosure, submission or offer of any Comments will constitute an assignment to Ageto of all worldwide rights, titles and interests and goodwill in the Comments without payment of any compensation. Comments submitted by you must not violate any right of any third party, and must not contain any libelous, abusive, obscene or otherwise unlawful material.

If you believe, in good faith, that any materials on the Ageto Platform infringe upon your copyrights, please view Section 13 for information on how to make a copyright complaint.

#### 9. THIRD PARTY WEBSITE AGETO PLATFORMS AND LINKS

The Ageto Platform may include links that direct you to other sites that are beyond our control, such as our vendors’ or service providers’ websites. We are not responsible for the accuracy, relevancy, copyright or other IP compliance, legality, security, or decency of, nor do we endorse, material contained in sites to which you link from the Ageto Platform. We have not reviewed, and cannot review, all of the material, including computer software, posted to the Ageto Platform or made available through the websites and webpages to which we link, and that link to the Ageto Platform.

You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. We disclaim any responsibility for any harm resulting from your use of websites and webpages other than the Ageto Platform.

#### 10. DISCLAIMERS

The disclaimers this Section are made on behalf of Ageto, our affiliates, subsidiaries, parents, successors and assigns, and each of our respective officers, directors, employees, agents, and shareholders.

OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND AGETO, AGETO DOES NOT GUARANTEE THE AVAILABILITY OF PRODUCTS AND SERVICES. FOR THOSE REASONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AGETO DISCLAIMS ANY LIABILITY FOR ANY INACCURACIES OR ERRORS IN SERVICES, THE CONTENT, OR PRODUCT PROVIDED RELATED TO SERVICES.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, THE AGETO PLATFORM, ALL CONTENTS AND ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN '**AS IS**' BASIS. AGETO DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AGETO DOES NOT WARRANT THAT YOUR USE OF THE AGETO PLATFORM, PRODUCTS, OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE AGETO PLATFORM OR ITS SERVER ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS.

ALTHOUGH AGETO ENDEAVORS TO PROVIDE ACCURATE INFORMATION, IT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY OR RELIABILITY OF INFORMATION ON THE AGETO PLATFORM. YOUR USE OF THE AGETO PLATFORM IS AT YOUR OWN RISK.

Opinions, advice, statements, offers, or other information or content concerning Ageto or made available through the Ageto Platform, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted by third parties or other Users, whether on the Ageto Platform or otherwise.

#### 11. INDEMNITY

To maximum extent permitted by law, you acknowledge and agree to indemnify and hold Ageto, its affiliates, subsidiaries, vendors, content providers, licensors, licensees, distributors, agents, representatives, and other Users of the Ageto Platform, and each of the foregoing entities' respective resellers, distributors, service providers, and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, partners, joint venturers, representatives, investors, and assigns and employees harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of (a) any information or content appearing on our Ageto Platform published by you, (b) your participation in the Ageto Platform or Services; (c) any violation of these Terms and Conditions by you, or violation by a third party using your Account, (d) the violation, infringement or misappropriation by you, or third party using your Account, of any intellectual property or other right of any person or entity, including, but not limited to, trademark, copyright, right of publicity and right of privacy, or (e) any pornographic, hate-related, threatening, libelous, obscene, harassing or otherwise objectionable or offensive material contained in any of your postings or other communications.

You will use your best efforts to cooperate with us in the defense of any claim. Ageto reserves the right, at its own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

#### 12. LIMITATION OF LIABILITY

NEITHER AGETO NOR ITS AFFILIATED OR RELATED ENTITIES OR ITS VENDORS OR CONTENT PROVIDERS SHALL BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INDIRECT LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE), INJURY, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER, INCLUDING LOST PROFITS AND CONSEQUENTIAL OR PUNITIVE DAMAGES, PERSONAL INJURY (INCLUDING DEATH), AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, BASED UPON OR RESULTING FROM YOUR USE OR INABILITY TO USE THE AGETO PLATFORM, PRODUCTS, OR SERVICES, OR ANY CONTENT, INFORMATION OR MATERIALS PROVIDED ON THE AGETO PLATFORM OR SERVICES.

IF YOU ARE DISSATISFIED WITH AGETO, THE AGETO PLATFORM, SERVICES OR ANY CONTENT OR MATERIALS ON THE AGETO PLATFORM OR SERVICES, OR WITH THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE AGETO PLATFORM OR SERVICES. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

IF AGETO IS IN BREACH OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY, AT

OUR OPTION, IS TO HAVE AGETO RE-PERFORM THE SERVICES OR PROVIDE YOU WITH A REFUND.

MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, EQUIPMENT AND TECHNICAL FAILURES, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, STRIKES, LABOR DISPUTES, RIOTS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, NATURAL DISASTERS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NONPERFORMANCE OF THIRD PARTIES, OR ANY REASONS BEYOND OUR REASONABLE CONTROL.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE OR LIABLE FOR (A) ANY INCOMPATIBILITY BETWEEN THE AGETO PLATFORM AND ANY OTHER SITE, SERVICE, SOFTWARE, OR HARDWARE, OR (B) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE WITH ANY TRANSMISSION OR TRANSACTION RELATING TO THE SITE BEING EXECUTED IN AN ACCURATE OR TIMELY MANNER.

THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS AND CONDITIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS, TO THE EXTENT AGETO IS FOUND LIABLE FOR ANYTHING RELATED TO THESE TERMS AND CONDITIONS OUR TOTAL LIABILITY SHALL NOT EXCEED \$100.00 USD.

### 13. DMCA POLICY

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 (“**DMCA**”), we will respond promptly to claims of copyright or trademark infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its “**Designated Agent**”). Our Designated Agent email is: info@agetoenergy.com.

If you are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that your work’s copyright or trademark has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

We will investigate notices of copyright and trademark infringement and take appropriate actions under

the DMCA. Inquiries that do not follow this procedure may not receive a response.

In furtherance, and not in limitation of these Terms and Conditions, we reserve the right to terminate when and as we deem appropriate in our discretion any user who is or is suspected to be a repeat infringer of copyright or other IP rights. In the case of such termination, we will have no obligation to provide a refund of any amounts previously paid in respect of the Ageto Platform, Products, or Services.

#### 14. ARBITRATION

YOU AND AGETO MUTUALLY AGREE TO WAIVE RESPECTIVE RIGHTS TO RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BY ARBITRATION, AS SET FORTH BELOW.

Except where prohibited, by accessing or using the Ageto Platform, Products, or Services, you agree that any and all questions, controversies, claims and causes of action arising out of or connected with the construction, validity, interpretation, and enforceability of these Terms and Conditions shall be resolved exclusively by means of arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, in Denver, Colorado, and shall be resolved individually, without resort to any form of class action or representative action, and you agree that you shall not seek to aggregate any claims with other individuals. For clarity, you agree that the arbitrator shall have exclusive authority to resolve any dispute relating to the enforceability of these Terms and Conditions, including, but not limited to any claim that all or any part of these Terms and Conditions are unconscionable, void, or voidable. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Claims shall be heard by a single arbitrator. The place of arbitration shall be Denver, Colorado. The arbitration shall be governed by the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules of the State of Colorado or of any other jurisdiction. Depositions shall be limited to a maximum of three per party and shall be held within twenty days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrators, and for good cause shown. Each deposition shall be limited to a maximum of seven hours duration. Time is of the essence for any arbitration under these Terms and Conditions and arbitration hearings shall take place within ninety (90) days of filing and awards rendered within one hundred twenty (120) days. The Arbitrator shall agree to these limits prior to accepting appointment. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall not be entitled to an award of attorney fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver shall not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

Notwithstanding the foregoing, in no event shall any claim, action, or dispute relating to the ownership of IP be submitted to arbitration. Those who choose to access the Ageto Platform do so on their own initiative and are responsible for compliance with all applicable laws including, but not limited to, any

applicable local laws.

#### 15. GENERAL PROVISIONS

The provisions of these Terms and Conditions, which by their nature should survive the termination of these Terms and Conditions, shall so survive such termination until performed.

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Colorado and the laws of the United States, without giving effect to any principles of conflicts of law.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN TO THE CONTRARY, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE AGETO PLATFORM, PRODUCTS, OR SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

No waiver by us of any term or condition set out in these Terms and Conditions 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 Ageto to assert a right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

If any provision of these Terms and Conditions held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and if such provision is determined to be invalid or unenforceable nonetheless, the provision shall be deemed to be severable from the remainder of these Terms and Conditions and shall not cause the invalidity or unenforceability of the remainder of these Terms and Conditions.

These Terms and Conditions constitutes the sole and entire agreement between you and us and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Ageto Platform, Products, or Services.

If you have any questions regarding these Terms and Conditions, the Ageto Platform, Products, or Services, please contact [info@agetoenergy.com](mailto:info@agetoenergy.com).