

EVE Energy Ventures or Xeal Energy – Terms of Service

Effective Date: November 1, 2019

I. General Terms

1. Binding Agreement.

These terms of service (“Terms”) govern your use of www.xealenergy.com, associated sub domains and the Xeal mobile applications (collectively, the “Services”). These Terms constitute a binding agreement between you and EVE Energy Ventures, Inc. (“Xeal,” “we,” “us,” or “our”). The terms “you” and “users” shall mean all visitors and users of the Services. By accessing, using, downloading, browsing, or otherwise using any of the Services, you agree to follow and be bound by these Terms. If you do not agree to these Terms, you may not use the Services.

2. Eligibility.

By using the Services, you represent and warrant that you are at least 18 years of age and have reviewed and now consent to the Terms. If you are under 18 years of age you are prohibited from using the Services.

3. Intended Audience.

The Services are controlled and operated by XEAL from its location in the State of California. XEAL currently provides services to customers located solely in North America. The Services are directed at an audience in North America only. We do not offer the Services to citizens or visitors of the Member States of the European Union. We also do not monitor their behavior as contemplated in the General Data Protection Regulation and guidance provided by the European Data Protection Board. We make no representation that any of the Services or any other materials to which you have been given access are available or appropriate for use in other locations. Your use of or access to the Services should not be construed as XEAL purposefully availing itself of the benefits or privilege of doing business in any jurisdiction other than North America.

4. Additional Terms.

We may require users to agree to additional, revised, or amended terms, rules, policies, guidelines, or other conditions of use (collectively, “Additional Terms”) in order to use some Services that we may offer from time to time. If there is any conflict between Additional Terms and these Terms, the Additional Terms will supplement or amend these Terms, but only with respect to the matters governed by the Additional Terms.

5. Revisions to Terms.

Revisions, amendments, or addenda to these Terms become effective at the time of posting. You can determine when these Terms were last revised by referring to the “Effective Date” at the top and/or bottom of these Terms. You should visit this page periodically to review the most current Terms, as your continued use of the Services after a change to these Terms constitutes your binding acceptance of such revised Terms. If any change to these Terms is not acceptable to you, your sole remedy is to cease using the Services.

6. Changes to the Services.

XEAL reserves the right to make improvements and/or changes in the Services at any time, at our sole discretion and with or without notice. You agree that we are not liable to you or to any third party in any way for any modification, suspension, or discontinuance of all or some of the Services. XEAL may limit the availability of the Services, in whole or in part, to any person, geographic area, or jurisdiction that XEAL chooses, from time to time, and in our sole discretion.

7. Privacy Policy.

XEAL’s Privacy Policy (available at <https://xealenergy.com/privacy-policy>), and any revisions or amendments thereto that might be made from time to time, are incorporated by reference into these Terms.

8. Permission to Use the Services.

We grant you permission to use the Services subject to the restrictions in these Terms. Your use of the Services is at your own risk.

9. Safe Use of the Service.

The Service is available on mobile devices. You shall not use the Service in a way that distracts you or prevents you from obeying traffic or safety laws.

II. Rules of Conduct

While using the Services you will comply with all privacy, data protection, intellectual property, and other applicable laws. In addition, you must respect the rights and dignity of others. Your use of the Services is conditioned on your compliance with the rules of conduct set forth in this section; any failure to comply may result in termination of your access to the Services. You understand, acknowledge, agree and warrant that you will not:

- Post, transmit, or otherwise make available through or in connection with the Services anything that is or may be: (a) threatening, harassing, degrading or hateful; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent, or otherwise objectionable to the person with whom you share; or (e) protected by copyright, trademark or other proprietary right without the express prior consent of the owner of such right;

- Post, transmit, or otherwise make available through or in connection with the Services any material that would give rise to criminal or civil liability or that encourages conduct that constitutes a criminal offense;
- Use the Services to post, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation;
- Use the Services to advertise or offer to sell or buy any goods or services except as permitted by these Terms or contemplated by the Services or with XEAL’s express prior written consent;
- Use the Services for any fraudulent or unlawful purpose;
- Harvest or collect Personal Information about other users of the Services without such other users’ consent;
- Impersonate any person or entity, including any representative of XEAL or its affiliates or business partners, falsely state or otherwise misrepresent your affiliation with any person or entity, or express or imply that XEAL endorses any statement you make;
- Interfere with or disrupt the operation of the Services or the servers or networks used to make the Services available, or violate any requirements, procedures, policies or regulations of such networks;
- Restrict or inhibit any other person from using the Services (including by hacking or defacing any portion of the Services);
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Services (including any content, product, service and other materials available through the Services), except as permitted by these Terms or contemplated by the Services or with XEAL’s express prior written consent;
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Services (including any content and other materials available through the Services to which you do not have ownership or rights), except as and solely to the extent expressly authorized under applicable law overriding any of these restrictions;
- Remove any copyright, trademark or other proprietary rights notice from the Services or content and other materials originating from the Services;
- Frame or mirror any part of the XEAL Services without XEAL’s express prior written consent;
- Create a database by downloading and storing all or any content available through the Services;
- Upload, post, or transmit to the Services any virus, worm, Trojan horse or other malware or computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of any hardware or software; or
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or in any way copy, reproduce, or circumvent any content, navigational structure or presentation related to the Services.

III. Electric Vehicle Charging Services.

1. Eligibility Requirements.

The Services enable you to find a nearby charging station, use or reserve a charging station and pay for the associated usage of charging where fees are applicable.

- Hold a valid driving license for the area in which you are driving;
- Provide a credit card for purposes of paying for charging sessions; and
- Drive safely and in accordance with all applicable driving rules and laws; and
- Enable cellular connection and location services for the mobile app along with NFC and/or Bluetooth for purposes of sharing encrypted charging details, logs, status, and diagnostics with Xeal servers that may not be limited to mobile app user's information only.

2. DISCLAIMERS.

XEAL DOES NOT REPRESENT OR ENDORSE AND WILL NOT BE RESPONSIBLE FOR: (A) THE ACTIONS, ERRORS OR OMISSIONS OF ANY USER; (B) THE TRUTH OR ACCURACY OF ANY INFORMATION PROVIDED BY A USER; OR (C) A USER'S COMPLIANCE WITH THESE TERMS OR ANY APPLICABLE LAW. ALL SCHEDULED CHARGING SESSIONS ARE ESTIMATES AND THE ACTUAL CHARGING TIME MAY VARY. XEAL DOES NOT GUARANTEE ANY CHARGING TIME AND IS NOT RESPONSIBLE FOR ANY LOSSES OR OTHER CONSEQUENCES OF A FAILURE TO CHARGE BY A PARTICULAR TIME. XEAL DISCLAIMS ALL LIABILITY FOR THE ACTIONS, ERRORS OR OMISSIONS OF USERS.

3. Information Shared With Other Parties.

The following information may be visible to other users to help coordinate electric vehicle charging and otherwise as part of the Services:

- Your name and profile information;
- Your vehicle location;
- The scheduled start and end time of your vehicle charging session;
- The total duration of your current charging session;
- Your vehicle make, model, year and color;
- Information from your social network accounts, in case you have chosen to integrate your account with your social networks or Apple/Google authentication services, including by signing onto your XEAL account by using your social network; and
- Other profile information that you have added or that is shown on your profile screen.

In addition, we will share certain information with your building or property owner, property manager, business owner, landlord, or similar party (collectively, "Site Host").

For example, we will share with these parties your name, electric vehicle year, make, and model, license plate number, your total payment per charging session, your total number of charging sessions and total charging time, time of day of your charging, your charging energy consumption data, and similar data.

IV. Access to the XEAL Services and Account Information

Users may be required to register with XEAL in order to access certain aspects or areas of the Services. With respect to any such registration, XEAL may refuse to grant a user permission to register under a specific username or email address for any reason, in our sole discretion. Users are responsible for maintaining the confidentiality of any password used to access the Services, and agree not to transfer such password or username, or lend or otherwise transfer use of or access to the Services, to any third party. Users are fully responsible for all interaction with the Services that occurs in connection with their specific username or password.

If you have any reason to believe that any unauthorized use of your username or password or any other breach of security related to your account has occurred, you agree to immediately notify XEAL by email to info@xealenergy.com. XEAL is not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

V. Payment Terms

1. Payment.

By starting a charging session, you are agreeing to pay the Site Host the applicable charging fee for the session, which will be determined by the Site Host. Any payments (including payment requests and transfers) must be made exclusively through the Services. We will automatically charge you for the charging session at the time the charging session is completed using the credit card information you provided when you registered for the Services.

2. Payment Processing.

Payments are processed by Stripe or another third party (each a “Payment Processor”). In connection with each payment transaction, the Service will submit information relating to the transaction to the Payment Processor, including data about your account with the Payment Processor and the activity on such account. By using the Services, you authorize XEAL to communicate such information to the Payment Processor. In the future, XEAL may make available to you various payment processing methods to facilitate Service-related payments. You must abide by any relevant terms and conditions or other legal agreement, whether with the Payment Processor or another third party, that governs your use of a given payment processing method. This includes all applicable privacy policies. Please ensure that you read those terms carefully before agreeing to them and making any purchase. XEAL may add or remove payment processing methods at its sole discretion and without notice to you. When your charging

session is complete, XEAL or its Payment Processor may charge your credit card or other form of payment for the price, along with any additional applicable amounts (including any taxes). Alternatively, XEAL may collect payments in a digital wallet-based application with a specific amount loaded ahead of time in a user's mobile app and charging session amounts may be deducted after each charging session.

If our Payment Processor has an obligation to provide certain notices or forms, such as tax invoices, to you, you authorize XEAL to receive such notices and forms on your behalf, without the Payment Processor being obligated to directly provide the notices and forms to you.

You are solely responsible for all amounts payable associated with charging sessions you obtain through the Service. You will not be able to use the Service if any amounts owed by you are outstanding or due.

3. Additional Fees.

You are responsible for monitoring your vehicle charging session duration and moving your vehicle upon the completion of your charging session, upon reaching the maximum session time or when your vehicle is fully charged. If you do not move your vehicle upon the passing of the grace period you may be charged idle fees (duration between car fully charged and session completion time) or late fees (duration of time past the session completion time and event of car being unplugged) we will charge you as an inconvenience fee as and when applicable. This idle fee will be assessed for each hour that your vehicle occupies the charging station parking spot between when the car is fully charged and the time for completion of the charging session. This late fee will be assessed as a flat fee as a one time charge once the car is unplugged beyond the grace period limit past the session completion time or maximum charging time. Xeal will set up a hook-up fee (minimum amount to start a charging session plus the charging session feed and other fees mentioned above if applicable) where a fixed payment amount is collected for using a charging station outside of above fees irrespective of charging duration or energy consumed. Finally, Xeal may enable a monthly subscription fee plan for the use of the mobile applications with an option to automatically renew or cancel subscription according to standard guidelines.

You may cancel a scheduled charging session any time up to the time that your scheduled charging session commences. If you do not cancel your charging session, but fail to initiate your charging session within a location specific grace period of your scheduled charging commencement time, then (1) you will forfeit your scheduled charging session, and we may offer your scheduled charging session to another user, and (2) we will charge you a cancellation fee as and when applicable.

You are responsible for tapping to end the charging session. In case you do not tap your smartphone via the mobile app to end the charging session, XEAL will charge a predefined maximum amount for your charging session if applicable.

In specific locations where additional services like dynamic energy management is enabled, XEAL may set up a dynamic pricing methodology where pricing of charging may vary based on power demand, availability, energy prices, and your vehicle's battery needs and preferences. During demand or price constrained events, Xeal may choose to lower your charging amperage or provide an alternative to pay a surge pricing rate which

will be a multiple of standard rates.

4. Unclaimed Property.

If XEAL is holding funds that a Site Host is entitled to in accordance with these terms and XEAL is unable to contact the Site Host and has no record of its use of the Service for several years, applicable law may require XEAL to report these funds as unclaimed property. If this occurs, XEAL will try to locate the Site Host at the email address shown in our records, but if XEAL is unable to locate the Site Host, it may be required to deliver any such funds to the applicable state as unclaimed property. XEAL reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

5. Transaction limits.

XEAL may set limits and maximum transaction amounts in place in connection with Service-related payments and disbursements.

6. Compliance with Tax Laws

Each Site Host must comply with any and all applicable tax laws, including the reporting and payment of any taxes arising in connection with the use of the Service or payments made or collected through the Service. The reporting and payment of any such applicable taxes are the responsibility of each Site Host. Site Hosts are responsible for determining if the Reimbursement is taxable, and for remitting taxes to the appropriate tax authority. "Taxes" means any duties, customs fees, or taxes (other than income tax) associated with obtaining electric vehicle charging, including any related penalties or interest.

7. Reimbursements and Chargebacks.

XEAL is not responsible for any fraudulent use of the Service or for any chargebacks, reversals or other failure of a user to pay for a charging session. Where a user charges back or otherwise reverses a transaction, Site Hosts agree to return any corresponding amount already provided by the Service. The Service may set off any amounts owed to Site Hosts against any amounts that a Site Host owes (for example, as a result of chargebacks or reversals).

VI. Intellectual Property

1. Proprietary Rights.

All intellectual property rights in the Services are owned by XEAL absolutely and in their entirety. These rights include database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) 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 Services are the property of their respective owners.

2. XEAL Marks.

"XEAL," and other XEAL logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of XEAL in the United States and/or other countries (collectively, the "XEAL Marks"). You acknowledge that XEAL is the owner of the XEAL Marks, including all goodwill associated therewith. The XEAL Marks may not be used in any manner that is likely to cause confusion, to disparage XEAL, in any manner (using commercially reasonable judgment) that may damage any goodwill of XEAL, or in any other manner unacceptable to XEAL in its sole discretion.

You agree that you will not: (a) create any materials that use the XEAL Marks or any derivatives of the XEAL Marks as a trademark, service mark, trade name or trade dress, other than as expressly approved by XEAL in writing; (b) use the XEAL Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the XEAL Marks other than in accordance with the terms, conditions and restrictions herein; (c) take any other action that would jeopardize or impair XEAL's rights as owner of the XEAL Marks or the legality and/or enforceability of the XEAL Marks, including, challenging or opposing XEAL's ownership in the XEAL Marks; (d)

apply for trademark registration or renewal of trademark registration of any of the XEAL Marks, any derivative of the XEAL Marks, any combination of the XEAL Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the XEAL Marks; or (e) use the XEAL Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

Violation of any provision of this section may result in immediate termination of your access to the Services, in XEAL's sole discretion. If you create any materials bearing the XEAL Marks (in violation of this Agreement or otherwise), you agree that upon their creation XEAL exclusively owns all right, title and interest in and to such materials, including any modifications to the XEAL Marks or derivative works based on the XEAL Marks. You further agree to assign any interest or right you may have in such materials to XEAL, and to provide information and execute any documents as reasonably requested by XEAL to enable XEAL to formalize such assignment.

3. Digital Millennium Copyright Act.

XEAL respects the intellectual property of others, and expects users to do the same. If you believe, in good faith, that any materials on the Services infringe upon your copyrights, please send the following information to XEAL at info@xealenergy.com: (1) a description of the copyrighted work that you claim is being infringed, including specific location on the Services where the allegedly infringing material is located. Include enough information to allow XEAL to locate the material and explain why you think the infringement has taken place; (2) a description of the location where the original or an authorized copy of the copyrighted work exists – for example, the URL (Internet address) where it is posted or the name of the book in which it has been published; (3) your address, telephone number, and e-mail address; (4) 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; (5) a statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (6) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

VII. Information and Content Submitted Through the Services.

1. Personal Information Submitted Through the Services.

Submission of information through the Services is governed by XEAL's Privacy Policy. You represent and warrant that any personal information you provide in connection with your use of the Services must be true, accurate, and complete. You agree that if any personal information that you provide becomes false, inaccurate, obsolete or incomplete, XEAL may terminate your use of the Services.

2. Content Submitted Through the Services.

You acknowledge and agree that any questions, comments, ratings, reviews, suggestions, ideas, photos, feedback or other information (“Submissions”) provided by you to us are non-confidential and shall become the sole property of XEAL. XEAL shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You represent and warrant that: (a) you own the Submissions posted by you on or through the Services or otherwise have the right to grant the license set forth in these Terms; (b) the posting and use of your Submissions on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person; and (c) the posting of Submissions on the Services does not result in a breach of contract between you and a third party.

You understand and agree that you will not obtain, as a result of your use of the XEAL Services, any right, title, or interest in or to others’ Submissions delivered via the XEAL Services or in any intellectual property rights (including, without limitation, any copyrights, patents, trademarks, trade secrets, or other rights) in the content.

VIII. Third Party Disclaimers

1. Third Party Integrated Services and Logins.

XEAL may offer users the opportunity to enable or log in to the XEAL Services via various third party services, such as social media and social networking services like Google, Facebook or Twitter or other third party services or applications, such as printers or publishers (collectively, “Third Party Integrated Services”). Users are in no way obligated to use any Third Party Integrated Services in connection with the Services. As part of such integration, the Third Party Integrated Services may provide XEAL with access to certain information that users have provided to them, and we will use, store, and disclose such information in accordance with our Privacy Policy.

If you opt to integrate or use Third Party Integrated Services with the Services, they may gain access to certain information that you have provided to XEAL, including personal information. Please remember that the manner in which Third Party Integrated Services use, store, and disclose information is governed solely by the policies of such Third Party Integrated Services, and XEAL has no liability or responsibility for the privacy practices or other actions of any Third Party Integrated Service that may be enabled within the Services. In addition, we are not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available in connection with Third Party Integrated Services.

IX. Communications

By using the Services or providing personal information to us, you agree that we may communicate with you electronically regarding your use of the Services. If we learn of a security system’s breach, we may attempt to notify you electronically by posting a notice

on the Services or sending an email to you. You may have a legal right to receive this notice in a paper or hard copy format. To receive free written notice of a security breach in a paper or hard copy format (or to withdraw your consent from receiving electronic notice), please notify us at info@xealenergy.com.

X. Monitoring and Consequences of Violating These Terms

1. Monitoring.

XEAL reserves the right, but has no obligation, to monitor use of the Services and/or any activities conducted through or in any way related to the Services. XEAL may review and remove any Submissions at any time for any reason, including activity which, in its sole judgment: violates these Terms; violates applicable laws, rules, or regulations; is abusive, disruptive, offensive or illegal; or violates the rights of, or harms or threatens the safety of, users of the Services.

2. Termination.

XEAL reserves the right, in its sole discretion, to restrict, suspend or terminate your account and your access to all or part of the Services for any reason. We reserve the right to restrict, suspend or terminate your account and your access to all or part of the Services in the future. You are responsible for any claims, fees, fines, penalties, and other liability incurred by us or others caused by or arising out of your breach of these Terms and your use of the Services.

XI. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES.

1. Disclaimer of Warranties.

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED, OR STATUTORY. XEAL AND ITS PARENTS, SUBSIDIARIES, AFFILIATES AND LICENSORS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "COMPANY PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SERVICES OR ANY SUBMISSIONS FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO THEIR TRUTH, ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, MERCHANTABILITY, OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES, SO THEY MAY NOT APPLY TO YOU. THE COMPANY PARTIES DO NOT WARRANT THAT THE SERVICES OR ANY SUBMISSIONS WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, BE FIT FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED MANNER, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. YOU AGREE THAT YOU USE THE SERVICES AND THE SUBMISSIONS ARE AT YOUR OWN RISK. YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR

VEHICLE AND OTHER PROPERTY THAT RESULTS FROM THE USE OF THE SERVICES OR ANY SUBMISSIONS.

2. Limitation of Liability.

IN NO EVENT SHALL THE COMPANY PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU HAVE PROVIDED IN CONNECTION WITH YOUR USE OF THE SERVICES, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, WHETHER IN AN ACTION OF EQUITY, CONTRACT, NEGLIGENCE, TORTIOUS ACTION, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICES, EVEN IF ADVISED IN ADVANCE OF SUCH DAMAGES OR LOSSES. IN PARTICULAR, AND WITHOUT LIMITATION, THE COMPANY PARTIES WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE SERVICES OR FROM ANY SUBMISSIONS POSTED ON THE SERVICES BY XEAL, ANY USER, OR ANY THIRD PARTY. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES. THE MAXIMUM LIABILITY OF THE COMPANY PARTIES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, SHALL BE THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO XEAL TO ACCESS AND USE THE SERVICES.

THESE LIMITATIONS AND EXCLUSIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OF DAMAGES AND/OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH JURISDICTIONS, THE LIABILITY OF THE COMPANY PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

3. Indemnification.

You agree to defend, indemnify, and hold harmless the Company Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of these Terms or your access to, use, or misuse of the Services or Submissions. The Company Parties shall provide notice to you of any such claim, suit, or proceeding. The Company Parties reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests to assist the Company Parties in defense of such matter, including payment to the Company

Parties of any and all reasonable attorney fees and legal costs incurred in connection with responding to any such matter.

XII. Miscellaneous Terms

1. Compliance with Applicable Laws.

XEAL is based in the United States. XEAL makes no claims concerning whether the Services may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Services from outside the United States, you do so at your own risk. Whether inside or outside the United States, you are solely responsible for ensuring compliance with the laws and regulations of your specific jurisdiction.

The United States controls the export of products and information. You expressly agree to comply with such restrictions and not to export or re-export any of the Services to countries or persons prohibited under the export control laws. By using the Services, you are expressly agreeing that you are not in a country where such export is prohibited or are a person or entity for which such export is prohibited. You are solely responsible for compliance with the laws of your specific jurisdiction regarding the import, export, or re-export of the Services.

2. General.

These Terms constitute the entire agreement between you and XEAL with respect to our Services and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and XEAL with respect to the Services. Any failure to enforce any provision of these Terms shall not constitute a waiver thereof or of any other provision hereof. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. XEAL will not be responsible for failures to fulfill any obligations due to causes beyond its control.

3. Governing Law and Dispute Resolution.

These Terms and the relationship between you and XEAL shall be governed by the laws of the state of California without regard to any conflict of law provisions or principles. Before instituting any legal action concerning the Company Parties or these services, you agree to first contact XEAL at info@xealenergy.com regarding any claim or controversy arising out of or relating to these Terms or your use of the Services and that you may not institute any proceeding until at least sixty (60) days after making such contact. You agree that regardless of any statute or law to the contrary, you must file any such claim within one (1) year after such claim arose or it is forever barred. You and XEAL agree to submit to the personal and exclusive of the state or federal courts of Los Angeles County, California, for the resolution of any and all disputes relating to your use of the Services. You covenant not to sue XEAL in any other forum. Notwithstanding the foregoing, in the

case of temporary or preliminary injunctive relief, any party may proceed in court for the purpose of avoiding immediate and irreparable harm. You agree that XEAL may recover reasonable attorneys' fees from you if XEAL prevails in an action for injunctive relief against you.

4. Class Waiver and Waiver of Jury Trial.

Any proceedings to resolve or litigate any dispute in any forum with respect to these Terms or the Services will be conducted solely on an individual basis. Neither you nor the Company Parties will seek to have any such dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. You agree to waive your right to a jury trial in connection with any dispute relating to these Terms or your use of the Services. If this class action waiver or waiver of jury trial is found to be illegal or unenforceable as to all or some parts of a dispute, then this section will not apply to those parts.

5. Headings.

Section titles in these Terms are for convenience only and have no legal effect.