

Community Solar Agency Agreement and Privacy Policy

This Agency Agreement authorizes GreenWATT USA Inc. to act on your behalf to enroll you in a community solar program if one is available in your area, including the authority to act as your agent to sign subscription agreements and other documents on your behalf. You can terminate this authorization at any time.

This Community Solar Agency Agreement ("Agency Agreement") explains how we act on your behalf through our "Community Solar" service to sign you up for community solar and reduce the overall costs of your utility bill through enrollment. This Agency Agreement reflects a binding legal contract between you and GreenWATT USA Inc. It is important that you read this Agency Agreement carefully because if you sign up with us, you consent to the practices we describe below including authorizing us to sign legal documents for you and act on your behalf. If you do not agree to the practices described, you may not sign up for GreenWATT USA Inc. services

1. Introduction

- A. By entering into this Agency Agreement, you acknowledge that you have read, understood, and agreed to be bound and abide by this document. GreenWATT USA Inc. role as agent is limited to the specific purposes described in this document and does not extend to any other matters.
- B. If at any time you do not consent to this Agency Agreement, you must immediately terminate your use of the Services. GreenWATT USA Inc. reserves the right to modify any features of the Services at any time at its sole discretion. GreenWATT USA Inc. will notify you of any significant changes to our prices, terms, and conditions, however, you are expected to check the GreenWATT USA Inc. website frequently so you are aware of any changes. Any changes will be effective immediately.
- C. In New York, existing or planned community solar projects generate "bill credits" that can be purchased by customers. The bill credits can reduce or eliminate the utility bills, or the supply charges on the utility bills, of customers who subscribe to a community solar project. GreenWATT USA Inc. enters into agreements with Solar Developers and, as part of these agreements, GreenWATT USA Inc. commits to find subscribers to those projects who are eligible to receive the bill credits.
- D. This Agency Agreement allows GreenWATT USA Inc. to sign a subscriber agreement for a community solar project on your behalf if you are eligible so that you can acquire bill credits that will reduce your utility bill. A sample subscriber agreement is available at www.solar.greenwattusa.com. However, your specific subscriber agreement may differ from these and will be provided to you as described below.

2. Community Solar Agency Agreement

- A. You authorize GreenWATT USA Inc. to act as your agent to identify opportunities for you to participate as a subscriber in a community solar project in your area. GreenWATT USA Inc. may not be able to perform this activity for every User or in every jurisdiction, and we reserve the right to perform this activity at our sole discretion.

- B. GreenWATT USA Inc. does not commit to surveying all opportunities available to you or identifying the most economically advantageous opportunity for you. GreenWATT USA Inc. typically has preexisting relationships with one or more Solar Developers that will provide these opportunities.
- C. You authorize GreenWATT USA Inc. to act as your agent to receive marketing and other promotional materials from these developers on your behalf.
- D. GreenWATT USA Inc. only works with solar developers that permit subscribers to cancel their subscription at any time with no fee. Because the bill credits generated under the subscriber agreement reduce your utility bill, GreenWATT USA Inc. guarantees that any subscriber agreement that it identifies for you will charge you less than you would have otherwise paid to your utility, although GreenWATT USA Inc. does not guarantee any specific reduction.
- E. If GreenWATT USA Inc. identifies such an offer for you, it will communicate that offer to you by email at the email address GreenWATT USA Inc. has on file for your account. You will always have the opportunity to opt-out of the offer. That offer will include a copy of the subscriber agreement that GreenWATT USA Inc. intends to sign on your behalf.
- F. You authorize GreenWATT USA Inc. to act as your agent for the purpose of signing the agreement that was provided to you by email in your name if you do not opt-out of the offer within the time period provided.
- G. In certain states, community solar developers are required to provide subscribers specific information relating to their project and subscription through form disclosures. A copy of the form is available here for your review: For **NEW YORK** a completed copy of this form will be provided to you contemporaneously with the subscriber agreement. If you do not opt out of the subscription, you authorize GreenWATT USA Inc. to act as your agent for the purpose of signing the form that was provided to you by email. You also authorize GreenWATT USA Inc. to provide this signed form to others as your agent.
- H. You agree that GreenWATT USA Inc. may sign such contracts, agreements, and forms on your behalf with the signature “[USER FIRST NAME LAST NAME] BY GreenWATT USA Inc. (LOA)” or similar language. You authorize GreenWATT USA Inc. to act as your agent in signing such contracts or agreements, and you agree that such contracts or agreements will have the same legal effect as if you had signed them yourself.
- I. You grant GreenWATT USA Inc. your explicit, informed, and affirmative consent to take these steps as your agent and enroll you to a subscriber agreement, and you authorize GreenWATT USA Inc. to convey that explicit, informed, and affirmative consent to a solar developer on your behalf. If you fail to opt-out, you understand and agree that any such subscription will occur automatically without your additional consent.
- J. **You understand that GreenWATT USA Inc. typically receives compensation from developers of community solar projects for subscribing and attempting to subscribe customers. You consent to this material benefit from a third-party provided to your agent if you are subscribed to a project.**

- K. You understand that any subscription agreement that GreenWATT USA Inc. enters into on your behalf may not offset the total amount of your utility bill and you will remain responsible for any portion of your utility bill that is not offset by the community solar credits.
- L. You understand that the Solar Developer may alter the allocation of the bill credits among subscribers at any time and any change in the allocation may decrease the total reduction in the amount of your overall bill. If your consent is required to agree to such a change, you agree to permit GreenWATT USA Inc. to act as your agent in providing the consent required. However, GreenWATT USA Inc. guarantees that you will never pay for credits that you do not receive and your allocation of bill credits will never be altered in such a manner as to provide allocated credits that exceed your total estimated annual energy bill.
- M. There is no direct cost to you for this Service, and you may cancel at any time by calling 800-998-3604 or contacting us online at support@greenwattusa.com. If you cancel, we will promptly notify the Solar Developer on your behalf and they will inform your utility to cease to allocate the community solar bill credits to your account. You will be responsible for paying for any bill credits that you receive that reduce your utility bill during the time it takes to process the cancellation.
- N. You understand that GreenWATT USA Inc. will not subscribe you to a community solar project if you are already subscribed to a project. If you independently subscribe to a project after we have subscribed you to a project, we may, in our sole discretion, cancel the community solar subscription through GreenWATT USA Inc..
- O. You agree that GreenWATT USA Inc. may share your Utility Account Information and Utility Account Credentials with Solar Developers as needed, and in conformity with our Privacy Policy, to accomplish subscription solicitation, execution, enrollment, and services post-execution. You further agree that Solar Developers may share information it has about you to GreenWATT USA Inc. to accomplish contract solicitation, execution, enrollment, and services post-execution. GreenWATT USA Inc. may show this Agency Agreement to Solar Developers or other authorized parties as required or authorized by law.
- P. You will receive any notifications about potential changes to your subscription agreements to the email address GreenWATT USA Inc. has on file for your Account. You will also be able to view the status and history of your subscriber agreements by viewing past billing information in your Utility Account or as otherwise presented to you by GreenWATT USA Inc.

3. GreenWATT USA Inc. is Not Your Utility or Solar Developer

- A. GreenWATT USA Inc. does not supply, transmit, or distribute electricity or natural gas and is not affiliated or endorsed by any Utility or Solar Developer. By using GreenWATT USA Inc. Services, you acknowledge and agree that GreenWATT USA Inc. is acting only as your agent and is not a party to any transaction between you and your Utility or Solar Developer. Accordingly, GreenWATT USA Inc. assumes no responsibility and will have no liability of any kind whatsoever in respect to your dealings with your Utility or Solar Developer including with regards to electric or natural gas delivery, payments, notices, and the proper and timely delivery of goods or services by your Utility or Solar Developer.

- B. GreenWATT USA Inc. in no way endorses, recommends, and/or bears any responsibility or liability for any products, services, statements, made by your Utility or Solar Developer. Statements and opinions of your Utility or Solar Developer are not representations of GreenWATT USA Inc. or its business partners.
- C. GreenWATT USA Inc. is not liable for the accuracy of your Utility bill, charges, or statement, including your metering. Any discrepancies or disputes regarding the accuracy of your Utility Statement must be addressed with your Utility or Solar Developer directly. You understand and agree that any Utility Statement provided to you through the Services may be delayed or prevented by a variety of factors.
- D. We use commercially reasonable efforts to provide Statements in a timely manner with accurate information. However, we neither guarantee the delivery nor the accuracy of the content of any Statement. You also agree that GreenWATT USA Inc. will not be liable for any delays, failure to deliver, or misdirected delivery of any Statement; for any errors in the content of a Statement; or for any actions taken or not taken by your or any third party in reliance on a Statement.
- E. GreenWATT USA Inc. assumes no responsibility, and will not be liable, for your failure to take any action or inaction with respect to your Utility Account(s) or your failure to receive any information with respect to any Utility Account(s). You agree to hold GreenWATT USA Inc. harmless should your Utility fail to deliver your Utility Statement(s). You are responsible for ensuring timely payment of all Utility Statements.
- F. These Terms do not alter any liability or obligations that currently exist between you and your Utility. You agree that your relationship with your Utility is governed solely by the agreement(s) with your Utility and its filed tariffs.

PRIVACY POLICY

Our website address is: <https://solar.greenwattusa.com> and <https://greenwattusa.com> This Privacy Policy governs the manner in which GreenWATT USA Inc. collects, uses, maintains and discloses information collected from users (each, a “User”) of the website (“Site”). This privacy policy applies to the Site and all products and services offered by GreenWATT USA Inc. and its affiliates. For purposes of this Privacy Policy, “we,” “us,” and “our” refers to GreenWATT USA Inc. and its affiliates.

Collection of Personal Information

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our site, register on the site, fill out a form, and in connection with other activities, services, features or resources we make available on our Site. Examples of personal identification information include name, address, email address, phone number, and utility account numbers (“Personal Information”). Users may, however, visit our Site anonymously. We only collect Personal Information from Users that voluntarily submit such information to us through the Site, via email or through other communication with us. Users can always refuse to supply Personal Information, except that it may prevent them from engaging in certain Site related activities. If, at any time, a User wants to review, revise or delete the Personal Information that we have collected or express any concerns regarding the Personal Information that we have collected, then such User should contact us at the contact information provided in this Privacy Policy.

Collection of Non-Personal Information

We may collect non- Personal Information about Users whenever they interact with our Site. Non-Personal Information may include the browser name, the type of computer and technical information about Users means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information.

Enrollment

We request information from Users on our enrollment or order form. To enroll with us, Users must provide Personal Information, such as name, address, and utility account information. This Personal Information is used for enrollment purposes. If we have trouble processing an enrollment, we will use this Personal Information to contact the applicable User. Users should carefully protect the Personal Information that is submitted to the Site, either through enrollment or otherwise, including passwords, usernames, location, and images.

Web browser cookies

Our Site may use “cookies” to enhance User experience. A web browser places cookies on a User’s hard drive for record-keeping purposes and sometimes to track information about them. Users may choose to set their web browser to refuse cookies, or to alert them when cookies are being sent. If cookies are refused, note that some parts of the Site may not function properly for such Users. Some of our business partners may use cookies on our site (for example, advertisers). However, we have no access to or control over these cookies. Note that browser and/or internet settings may allow a User to automatically transmit a “Do Not Track” signal to websites and online services Users visit, including this Site. There is no consensus among industry participants as to what “Do Not Track” means in this context.

Like many websites and online services, we currently do not alter our practices when we receive a “Do Not Track” signal from a User’s browser. To find out more about “Do Not Track,” you may wish to visit <http://www.allaboutdnt.com>.

How we use collected information and why we need it

GreenWATT USA Inc. may collect and use Personal Information for the following purposes:

- To process enrollments
- To improve customer service: information Users provide helps us respond to customer service requests and support needs more efficiently.
- To personalize User experience: we may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site.
- To improve our Site: we may use feedback Users provide to improve our products and services.
- To send periodic emails and other messages

Security:

How we protect Personal Information We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of Personal Information, username, password, transaction information and other data stored on our Site. GreenWATT USA Inc. is required to maintain utility-grade, regulated security protocols and encryption that ensures protection of customer data. Our Site is in compliance with Payment Card Industry Data Security Standard (PCI DSS) vulnerability standards in order to create as secure of an environment as possible for Users.

Sharing Personal Information

We do not sell, trade, or rent Users’ Personal Information to any third parties. We may share generic aggregated demographic information not linked to any Personal Information regarding Users with our business partners, trusted affiliates and advertisers for the purposes outlined above. For enrollment purposes, we share a User’s Personal Information with the enrollee’s utility and with our marketing partners in connection with completing an enrollment We do not allow third-party behavioral tracking.

Third party websites

Users may find advertising or other content on our Site that link to the sites and services of our partners, suppliers, developers, advertisers, sponsors, licensors and other third parties (“Third Party Sites”). We do not control the content or links that appear on Third Party Sites and are not responsible for the practices employed by Third Party Sites. By linking to Third Party Sites, we do not (a) create or have an affiliation with or sponsor such Third Party Sites or (b) create any endorsement, guarantee, warranty, or recommendation of such Third Party Sites. In addition, Third Party Sites or their respective services, including their content and links, may be constantly changing. Third Party Sites and their respective services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including Third Party Sites, is subject to that Third Party Site’s own terms and privacy policies. Users should review any such terms and privacy policies as our Privacy Policy does not govern any Third Party Sites.

Changes to this Privacy Policy

We have the discretion to update this Privacy Policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the Personal Information that we collect. Users acknowledge and agree that it is their responsibility to review this Privacy Policy periodically and become aware of modifications.

Users' acceptance of this Privacy Policy

By using this Site, Users signify their respective acceptance of this Privacy Policy. If a User does not agree to this Privacy Policy, then such User should not use this Site. A User's continued use of the Site following the posting of changes to this Privacy Policy will be deemed an acceptance of those changes.

Authorization to receive phone calls and text messages

By providing a phone number, each User is affirmatively signifying its written acknowledgment and authorization for us and our affiliates to call and/or send pre-recorded messages and text messages at the number the User provided, using an auto-dialer, with offers about our energy products or services, even if such phone number is on any national or state "Do Not Call" lists. Message and data rates may apply. A User's consent here is not based on a condition of purchase.

Authorization to receive emails

By providing an email address, each User agrees to allow us and our affiliates to send messages that may contain advertisements for products and services. We may also use the email address provided by a User to send such User information and updates pertaining to an enrollment or order. It may also be used to respond to User inquiries, questions, and/or other requests. If User decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. Should any User choose to no longer receive marketing emails from us, such User may unsubscribe through the unsubscribe function that can be found at the bottom of each marketing email or by contacting us using the contact information provided in this Privacy Policy. Please allow 10 business days for the email to be removed.

Contacting us

If Users have any questions or concerns about this Privacy Policy or the way we collect, use or store Personal Information, the practices of this Site, or User dealings with this Site, please contact us at:

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