SUN ELEVATED Terms of Service

1. **ACCEPTANCE.** By using the sunelevated.com website (the "***Site***") or any of the services provided by Sun Elevated, LLC., a Utah limited liability company ("***Sun Elevated***", "***we***", "***us***", or "***our***"), including, the Site and various related Services (collectively, the "***Services***"), you are agreeing to be bound by the following Terms of Service (the "***Terms of Service***"). If you do not wish to be bound by these Terms of Service, please exit the Site now and do not use any of the Services. Your agreement with us regarding compliance with these Terms of Service becomes effective immediately upon commencement of your use of the Site or Services.

2. **MODIFICATIONS AND FEEDBACK/QUESTIONS.** These Terms of Service are effective as of July 1, 2021. We expressly reserve the right to change these Terms of Service from time to time without notice to you. You agree that it is your responsibility to review these Terms of Service from time to time and to familiarize yourself with any modifications. Your continued use of this Site or any Services after such modifications will constitute acknowledgement of the modifications and agreement to abide and be bound by the revised Terms of Service. You can review the most current version of the Terms of Service at any time at: http://www.sunelevated.com. For questions about the Terms of Service or the Site, you may (i) email general@sunelevated.com, call (801) 210-1387, or mail 7714 S Scenic Maple Drive, West Jordan, UT 84081. Violation of any of the terms below will result in the suspension or termination of your account without a right to any refund.

3. **DESCRIPTION OF SERVICES.** We provide simple options for homeowners who are interested in a residential solar system at their home, solar panel cleaning, pigeon or critter guard cleanup and prevention services, solar attic fan sales and installations, and roofing services including replacement, repair, and rejuvenation. Homeowners can receive free quotes for the various residential solar and home improvement solutions that we provide through our partners. We work with certain third-party providers ("Third-Party Providers") who provide installation and financial services in the residential solar and roofing space.

4. **ACCOUNT REQUIREMENTS AND SECURITY.**

   a. To create an account and register for Services, you must be 18 years or older, provide your full legal name, a valid email address for you, a valid phone number for you, and any other information requested to complete the signup process (the "***Registration Data***"). The information we obtain through your use of this Site or Services, including your Registration Data, is subject to our Privacy Policy (as defined below).

   b. You are the sole authorized user of your account. You are solely and fully responsible for maintaining the confidentiality of your account information, including your account password. Therefore, you must take steps to ensure that others do not gain access to your password and account. You are also responsible for all activities that occur in connection with your account. If you suspect that any unauthorized party is using your account, you agree to notify us immediately. Also, you may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account if you do transfer or share your account.

5. **PAYMENT FOR SERVICES.** By signing up for our Services, you agree to pay the listed Third-Party Provider the applicable fees as set forth in your customer agreement with them. You agree to be bound by their payment terms and fees.

6. **CANCELLATION AND TERMINATION.** These Terms of Service will remain in full force and effect while you use the Site and/or our Services. You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the Site or Services with or without notice and for any reason, including, without limitation, breach of these Terms of Service. Furthermore, any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. You may only cancel your account or any of the Services in accordance to your customer agreement with a Third-Party Provider and applicable state, local, and federal law.

7. **CREDIT. SUN ELEVATED** may provide you with the opportunity to run a credit report through a third-party service provider. In doing so, you may provide certain personal information—including personal financial information. By using this third-party service, you consent and agree to Sun Elevated using the consumer report to help determine if you qualify for certain Services.

8. **INDEMNIFICATION.** You agree to defend, indemnify, and hold Sun Elevated, LLC, and our affiliates harmless from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of the Site or

Services. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

9. **PRIVACY POLICY.** We collect registration and other information about you through your use of the Site and our Services. Our collection and use of this information is described in our Privacy Policy at http:// www.sunelevated.com.

10. **INTELLECTUAL PROPERTY.** Sun Elevated owns and retains all proprietary rights in the Site. The look and feel of the Site and Services is a copyright © 2023 of Sun Elevated, LLC. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without express written permission from Sun Elevated. Users are prohibited from copying, downloading, using, redesigning, reconfiguring, or retransmitting anything from the Site without our express prior written consent. While you retain all rights to your content, you grant us and our agents and affiliates a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such materials for any purpose regardless of the form or medium (now known or not currently known) in which it is used, including but not limited to display on the Site for the purpose of demonstrating how our Services can be used, enjoyed, or consumed.

11. **SITE CONTENT AND USE.** Your use of the Site and Services is subject to all applicable laws and regulations, and you are solely responsible to assure that your use of the Site and Services is in compliance therewith. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Site, use of the Services, or access to the Services without the express written permission by Sun Elevated. The Site and Services may not be used in connection with promoting anything, which in Sun Elevated's sole discretion is, harmful, hateful, obscene, or unlawful. You must not use the Site or Services to transmit any worms, viruses or any code of a destructive nature.

12. **ARBITRATION OF DISPUTES.**
    a. Informal Resolution. All disputes relating to these Terms of Service will initially be referred to the applicable Sun Elevated service manager. If the service manager is unable to resolve the dispute within five (5) business day(s) (or any other agreed upon timeframe), the dispute will be referred to the service manager's direct supervisor. The supervisor may, if both Parties agree, meet to resolve the dispute, but if they are unable to resolve the dispute then (regardless of whether a meeting occurs) ten (10) business days after referral (or such other period as the Parties may agree), the Parties may pursue other remedies consistent with these Terms of Service.
    b. Binding Arbitration. Should any dispute (or part thereof) remain between the Parties after completion of the process described above, such dispute will be submitted to final and binding arbitration in Utah under the Commercial Arbitration Rules of the American Arbitration Association ("***AAA***"), provided that to the extent any such rule conflicts with the provisions of this Section, this Section shall control. The arbitration will be conducted by one independent arbitrator who will be a judge or attorney with at least ten years practice in the applicable legal industry. Each Party may be represented by an attorney selected by the Party. The costs of the arbitration, including the arbitrator's fees and expenses, will be shared equally by the Parties. Each Party will pay its own attorney's fees and costs, provided that, if the arbitrator finds either Party has acted in bad faith, the arbitrator will have discretion to award attorney's fees to the other Party. The arbitrator will have the power to resolve all disputes between the Parties. The arbitrator will apply the substantive Law of the state of Utah. The arbitrator will only interpret and apply the terms and provisions of these Terms of Service and will not change any such terms or provisions or deprive either Party of any right or remedy expressly or impliedly provided for in these Terms of Service. The arbitrator will not have the power to award damages other than those described in these Terms of Service. The determination of the arbitrator will be conclusive upon the Parties and will be non-appealable. At least thirty (30) days before the arbitration is scheduled to commence, the Parties will exchange lists of witnesses and copies of all exhibits intended to be used in arbitration. The Parties will be entitled to limited discovery. A stenographic record of the proceedings will be kept, unless waived by both Parties, at the equal expense of the Parties. The arbitration will be completed within one hundred twenty (120) days of the selection of the arbitrator. The arbitrator will render a written decision, which contains findings of fact and conclusions of Law, within thirty (30) days of the conclusion of the arbitration and will specify a time within which the award will be performed. Judgment upon the award, including specific enforcement of the decision, will be entered in any court of proper jurisdiction. A single arbitration may be used to resolve one (1) or more disputes pending between the Parties at the time of the arbitration proceeding. The pendency of arbitration will not extend the term of these Terms of Service or affect any termination

provided for under these Terms of Service. The agreement to arbitrate will be specifically enforceable in any federal or state court of competent jurisdiction.

c. Choosing Arbitration. THE PARTIES HAVE KNOWINGLY CHOSEN ARBITRATION AS AN ALTERNATIVE TO PROCEEDINGS IN COURT AND THEY SPECIFICALLY WAIVE THEIR RIGHTS TO PROCEED BY ANY MEANS BEFORE A COURT OTHERWISE HAVING JURISDICTION OF ANY DISPUTE BETWEEN THEM, EXCEPT TO THE EXTENT NECESSARY FOR INJUNCTIVE RELIEF OR OTHER EQUITABLE RELIEF.

13. **DISCLAIMER OF WARRANTIES.** ALL MATERIALS, CONTENT, AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY SERVICES PURCHASED OR OBTAINED BY YOU FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS. THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY SERVICES LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES. THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. **LIMITATION OF LIABILITY.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT SUN ELEVATED SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, COVER, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUN ELEVATED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE A SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; (V) CONDUCT, ACT OR OMISSION OF ANY SERVICE PROVIDER (INCLUDING WITHOUT LIMITATION ACTS OF PHYSICAL VIOLENCE, HARASSMENT, AND DESTRUCTION OF PERSONAL OR REAL PROPERTY), OR ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY SERVICE PROVIDER; (VI) OR ANY OTHER MATTER RELATING TO THE SITE OR SERVICES. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

15. CONSENT TO ELECTRONIC COMMUNICATIONS. By using the Site and Services, you consent to receiving electronic communications from Sun Elevated. These communications may include notices about your account and information concerning or related to the Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

16. TEXT COMMUNICATIONS.

a. *General.* Sun Elevated offers a text messaging program whereby we, and any applicable service providers, may send you text messages regarding your account, appointments, estimates, project updates, customer service, and other information related to the Services you have requested. We may use either a standard or automatic telephone dialing system ("Autodialer") where permitted by applicable law to deliver these messages. Message frequency may vary. Message and data rates may apply. You agree that you will not use the Services for any illegal or unlawful purposes. No coverage may be bound or amended via text message.

No mobile information will be shared with third parties or affiliates for marketing or promotional purposes.

b. *Opt-In*. When you opt-in to our text messaging services, we will send you a message to confirm your signup. Message and data rates may apply for this Service.

c. *Opt-Out*. To stop receiving text messages from Sun Elevated, text **STOP** or **UNSUBSCRIBE** to the ten-digit long code from which the text messages are being sent. You will then receive confirmation of your opt-out of the Sun Elevated text messaging program and no longer receive text messages from us. You may also opt out by providing written notice to Sun Elevated at 7714 S Scenic Maple Drive, West Jordan, UT 84081 or by emailing us at general@sunelevated.com.

d. *Supported Carriers; Interruption*. Our text messaging service should be available through your equipment or mobile device when the equipment or device is within the operating range of your wireless service provider. Our text messaging service, however, may not be available on all equipment/mobile devices, or through all wireless carriers, and not all functionalities of the text messaging service are available on all equipment/mobile devices, or through all wireless carriers. We may, from time to time, in its discretion and without notice to you, limit the carriers that support our text messaging service. Delivery of information and content to your equipment/mobile device may fail due to a variety of circumstances or conditions. Our text messaging service is subject to transmission limitation or interruption. You understand and acknowledge that mobile network services are outside of our control, and Sun Elevated is not responsible or liable for issues arising therefrom, or the failure thereof, including, without limitation, technical, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, traffic congestion, lost or unavailable network connections, telephone connections, wireless phone connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict your ability to receive or send a message, including any injury or damage to your or any other person's equipment/wireless device relating to or resulting from participating in or using the text messaging service. If the text messaging service is not available within your intended location, you agree that your sole remedy is to cease using the text messaging service.

e. *Help*. To receive more information, text **HELP** to the ten-digit long code from which the text messages are being sent. You may also receive help by providing written notice to Sun Elevated at 7714 S Scenic Maple Drive, West Jordan, UT 84081 or by emailing us at general@sunelevated.com.

f. *Phone Number*. You represent that you are the account holder for the mobile telephone number(s) that you provide or that you have the account holder's permission to enter the mobile telephone number(s) that you provide and that you will not initiate messages to the mobile phone of any other person or entity. You agree to maintain accurate, complete, and up-to-date information with Sun Elevated regarding your use of our Services, including, without limitation, notifying us in writing immediately if you change, or cease being the regular user of, your mobile telephone number. You agree to indemnify Sun Elevated in full for all claims, expenses, damages, and costs, including reasonable attorneys' fees, related to or caused in whole or in part by your failure to notify Sun Elevated if you change your telephone number, or cease being the regular user of, including, but not limited to, all claims, expenses, damages, and costs related to or arising under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq.

17. MISCELLANEOUS PROVISIONS.

a. *Entire Agreement*. The failure of Sun Elevated to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Sun Elevated and govern your use of the Site and Services, superseding any prior agreements between you and Sun Elevated (including, but not limited to, any prior versions of the Terms of Service).

b. *Third-Party Support*. You understand that Sun Elevated uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Site and Sun Elevated is not responsible for the shortcomings of any such third parties.

c. *Headings*. The headings contained in these Terms of Service are for reference purposes only and do not affect in any way the meaning or interpretation of these Terms of Service.

d. *Governing Law*. These Terms of Service are controlled by us from our offices within the state of Utah, United States of America. By accessing the Site and Services both of us agree that the statutes and laws of the State of Utah, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of the Site and Services. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue any court of competent jurisdiction within the State of Utah with respect to such matters.