

# Terms of Service

Effective Date: 2021-06-28

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Welcome to Altenergy Power System Inc. and use our relevant services (collectively, **APsystems, us, we, our**).

You are reading the terms of service (collectively, **Terms**), which govern the relationship and the serve as an agreement between you and us and set forth the terms and conditions by which you may access and use our related websites, services, applications, products and other content which are stated to be offered subject to these Terms (collectively, **Services**).

## 1. Residents of the United State:

美国的代理公司

## 2. Residents of the EEA:

EEA 的代理公司

## 3. Residents of China:

中国的代理公司

Our services are provided for private, non-commercial use. For the purposes of these Terms, “you” and “your” means you as the user of the services.

The Terms form a legally binding agreement between you and us. Please take the time to read them carefully and if you do not agree to them, please do not use any of our Services.

## Services We Provide

### 1. Register an EMA Account

You can register a unique EMA account through your first and last username, your contact details (such as your email address, phone number, physical address, company information), and login credentials.

### 2. Build a PV Solar System

You can build a PV solar system based on the physical information of your system (such as the device ID, device type, the relationship between your devices).

### **3. View Production Data and Statistics**

You can view the real-time and historical production related to your solar system. You can view these data on individual device as well.

### **4. Export Production Data and Statistics**

You can export the real-time and historical production related to your solar systems or the individual device of your solar system.

### **5. Configure PV Solar System on Site or Online**

If you are a professional installer, you can configure the parameters of your customers' solar system on site or online (through EMA) in order to maintain the systems effectively.

### **6. Receive Alarm Information**

If you are a professional installer, you can choose to receive the alarm messages daily through email, such as the fault alarm, warning alarm, and etc.

### **7. Receive Non-marketing or Marketing Information**

You will get the non-marketing or marketing information through email. If you do not want to get these information, you can contact us to disable this service.

## **Scope of Service**

1. APsystems grants you with the right to use our services relating to this Terms for free. If you obtain the services from any other third party without authorization by APsystems, APsystems cannot guarantee the services can be used normally and therefore takes no responsibility for any loss caused to you.
2. You are prohibited to license, sell, lease, transfer, issue the product in any form, or use the data for other commercial purpose. If such commercial operation is necessary, prior written authorization and permission from APsystems shall be obtained.
3. APsystems may change or upgrade the relevant services from time to time, and may add new services. If there are no separate agreements accompanied with the new services, you are entitled to the corresponding functions and services, which

is also subject to this Terms.

4. You shall be responsible for the accuracy, reliability, integrity and legality of the registration data and legality of the way in which you obtain the data.
5. You shall keep your login credentials and not share your solar system to any one easily. In case of any safety loophole for your account (including but not limited to the divulgence of password), you shall notify APsystems in time, and APsystems will assist you in taking relevant measures. Otherwise, all behaviors related to your account shall be assumed by you and you will bear all responsibilities.

## **Browser and Smart Device Access, Internet Services**

You may access our services by using standard Internet browsing software or smart device (Android phone or tablet, iPhone or iPad). You acknowledge that we are not responsible for notifying you of any upgrades, fixes or enhancements to or for, providing technical or other support for any browser and smart device or for any compromise of any compromise of data transmitted across the networks or telecommunications facilities, including, but not limited to, the Internet. We are not responsible for any Internet access services, or for any security, corruption, transmission error and access availability risks associated with use of the Internet.

## **Content**

The Services contain graphical works, applications and other materials of APsystems (the 'APsystems Content'). The APsystems Content is protected by copyright, trademark, patent, trade secret and other laws, and APsystems owns and retains all of its rights in the APsystems Content, the Site and the Services. Except as expressly permitted herein or by applicable law, you may not, directly or indirectly, copy, further develop, reverse engineer, reproduce, republish, download, post, broadcast, transmit or otherwise use the APsystems Content.

You may submit certain content (such as the photo of your solar system and certain administrative details) to EMA for displaying and viewing data. You represent and warrant that: (i) you own the content posted by you on or through EMA or Services or otherwise have the unlimited right to grant licenses as such, without the need to obtain any consent, and for no consideration, and (ii) the posting of your content on or through EMA or Services does not and will not violate any applicable laws or the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to indemnify us for any claims brought by third parties as a result of your violation of these representations and warranties.

## **Service Fees**

General access to our services is currently provided to you at no cost, certain premium

features within the service may be provided at a fee. You acknowledge that APsystems reserves the right to charge for providing access to the Site and Services, under its sole discretion. Fees payable for the Site and the Services (including any premium features), and the terms and conditions applicable thereto, shall be set forth in a separate agreement to be negotiated between APsystems and a specific Customer. The terms of such agreements may differ substantially between different Customers.

## **Private Policy and Data**

It is crucial for APsystems to protect your personal information. APsystems prepare Privacy Policy of our services, in which contents related to ownership and protection of intellectual property, collection, use, share, storage and protection, etc. of your information are disclosed. You are suggested to thoroughly read Privacy Policy of APsystems.

## **Termination**

We reserve the right to temporarily or permanently suspend, terminate or limit your access privileges to part or all of our services with or without notice at any time for any reason or no reason including:

- if we reasonably believe you violate, or we have objective grounds to reasonably believe you are about to violate, the Terms, including any incorporated agreements, policies or guidelines, or any applicable laws or regulations;
- if activities occur on your account which, in our sole discretion, would or might cause damage to or impair us or our Services.
- in response to requests by law enforcement or other government agencies under valid legal process;
- due to unexpected technical or security issues or problems;
- if there are extended periods of inactivity in your account.

We will provide you with 90 days written notice prior to any termination of the Service, unless we have reason to believe that your continued access will cause damage to us or our Services, or violate requests by law enforcement or other government agencies, applicable laws or regulations or third party rights.

If you are temporarily or permanently suspend, terminate or limit your access privileges to part or all of our services. As we do not guarantee the permanent availability of your content, you should make backups of any content you value.

If you no longer want to use our Services, you can request us to delete your content. Please be aware that once you choose to delete your account with all content, you will not be able to reactivate your account or retrieve any of the content you have added before.

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms for all purposes.

## **Indemnity**

You acknowledge and agree that you are personally responsible for your conduct while using our Services and agree to indemnify and hold us and our respective officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees and expenses) that we may incur in connection with a third-party claim or otherwise, in relation to any breach by your use, or by any Authorized Users on your behalf of these Terms, including but not limited to a breach of your obligations, representation and warranties. Your obligations under this paragraph shall survive termination of these Terms.

## **Limitation of Liability**

Except as specifically set forth herein or where the law requires a different standard, APsystems shall not be responsible for any loss, damage, injury, or for any direct, indirect, special, incidental, exemplary or consequential damages, including (without limitation) lost profits or loss of energy arising from or related to the use or inability to use the products or the service or any malfunctions, thereof, actions or omissions by third party partners including without limitation the third party content, access to or use of the service, failure or electronic or mechanical equipment or communication lines, telephone or other interconnect problems, bugs, errors, viruses, Trojan horses, configuration problems or incompatibility or computer hardware or software, failure or unavailability of internet access, problems with data transmission facilities or any other problems you experience due to cause beyond our control. APsystems shall not be liable for errors in the services, including the inaccurate or missing measurement of data by the services, or in the event the services fail to detect, or detect incorrectly, any fault in the products. Except as otherwise expressly provided in any applicable agreement, you understand and agree that your use of the service is at your sole risk and that the service and all information, products and other content (including third-party information, output, products and content) included in or accessible from APsystems, are provided on an as is, where is and where available basis. You acknowledge that we make no warranty that the service will be uninterrupted, timely, secure or error-free unless otherwise stated on the site or in any applicable agreement. To the fullest extent permitted by law, we disclaim all representations, warranties and conditions of any kind (express, implied, statutory or otherwise, including but not limited to, the warranties of merchantability and fitness for a particular purpose, title and non-infringement or proprietary rights) as to the service and all information, products and other content (including third-party information, products and content) included in or accessible from the sites. No license to you is implied in these

disclaimers.

## **Exclusion of Warranties**

Nothing in these terms shall affect any statutory rights that you: (I) cannot contractually agree to alter or waive; (II) are legally always entitled to as a consumer.

The services are provided “as is” and we make no warranty or representation to you with respect to them. In particular, we do not represent or warrant to you that:

- your use of the services will meet your requirements;
- your use of the services will be uninterrupted, timely, secure or free from error;
- any information obtained by you as a result of your use of the services will be accurate or reliable or free from error;
- defects in the operation or functionality of any software provided to you as part of the services will be corrected.

To the extent allowed under applicable law, no conditions, representations, warranties, statements or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the services except to the extent that they are expressly set out in the terms. We may change, suspend, withdraw or restrict the availability of all or any part of our platform for business and operational reasons at any time without notice.

## **Changes to This Terms of Service**

We reserve the right to modify this “Terms of Service” at any time, and you have choices to know the changes. We will notify you by email (send to the email address specified in your EMA account) or by means of a notice in the EMA website or APPs prior to the change becoming effective. We encourage you to periodically review the latest information on our “Terms of Service”, and only if you accepted the new one, you can continue to use our product and services. And if you do not review the new one in 7 working days, we will consider you accept it. If you object the new one, we will contact you and determine that your opt-out of it, we will delete your account and cannot provide you our product and services.

## **Governing Law and Jurisdiction**

### **1. Residents of the United State:**

美国的代理公司

### **2. Residents of the EEA:**

EEA 的代理公司

**3. Residents of China:**

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with their subject matter, are governed by the laws of the People's Republic of China subject only to any applicable mandatory law in the country in which you reside. You and APsystems agree that the China courts shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms or their subject matter or formation subject only to any applicable mandatory law in the country in which you reside or choice of jurisdiction provisions that cannot be varied by contract.

(END)