

TERMS AND CONDITIONS

These Terms and Conditions (as amended, restated, supplemented, or otherwise modified from time to time, the “Terms and Conditions”) establish the terms and conditions for participating in the Solergy Texas Referral Program (the “Program”). The Program is being administered by Sunlight Financial LLC, a Delaware limited liability company (“Administrator”) on behalf of Solergy Texas (“Company” and, together with Administrator, “Program Entities” and each a “Program Entity”).

The Terms and Conditions shall apply to both the referring person (each, a “Participant”) and the person referred by such Participant (each, a “Referred Person” and, together with the Participants, “Users” and each a “User”) participating in the Program. To be a Participant, you will be required to refer to Company a prospective customer pursuant to Company’s website or in any other manner approved by Company in its sole discretion (each, a “Referral”). By making a Referral, using the Program, or otherwise participating in the Program, each User agrees to comply with the Terms and Conditions and the Privacy Policy of each Program Entity (collectively, “Privacy Policies”), in each case, in their entirety. If you make a Referral, you hereby consent to have Company contact you at the phone number provided (either by telephone call or text message), regardless of whether you are on any national, state, or local “do not call” list.

Introduction

For each Qualified Referral (as defined herein), a Participant is eligible to receive \$500.00 in cash or cash equivalents (a “Reward”) so long as the Participant is otherwise in compliance with the Terms and Conditions. By participating in the Program, each User agrees: (a) to be bound by the Terms and Conditions, the Privacy Policies, and the decisions of the Program Entities and/or their designees; and (b) to be contacted by the Program Entities via telephone, text message, email, or mail.

Program Entities reserve the right to (i) amend, restate, modify, or otherwise supplement the Terms and Conditions for any reason at any time and without prior notice to any Participant and (ii) disqualify a Participant that does not comply with the Terms and Conditions. Program Entities’ failure to enforce any term of the Terms and Conditions shall not constitute a waiver thereof.

THE RECEIPT OF ANY REWARD IS NOT CONDITIONED UPON THE PURCHASE BY A PARTICIPANT OF A RESIDENTIAL SOLAR ENERGY SYSTEM AND/OR RELATED EQUIPMENT FROM COMPANY. IF A PARTICIPANT ELECTS TO PURCHASE A RESIDENTIAL SOLAR ENERGY SYSTEM AND/OR RELATED EQUIPMENT FROM COMPANY, THE APPLICABLE SALES PRICE WILL NOT BE REDUCED IN CONNECTION WITH THE RECEIPT OF ANY REWARD.

Eligibility Criteria

To be eligible to participate in the Program, a Participant must be a legal resident of Texas (each, an “Eligible State”), be 18 years of age or older, and have the right to provide Program Entities the personal information of each Referred Person. A Participant is not required to have contracted with Company for the purchase and installation of a residential solar energy system and/or related equipment.

Qualified Referrals

A Participant shall not receive a Reward except for a Referral that satisfies of ***all*** of the following criteria within 180 days of being identified as a Referred Person in any Referral submitted by a Participant (each, a “Qualified Referral”):

1. Referred Person contracts with Company for the installation of residential solar energy system and/or related equipment and Company completes the installation thereof.
2. Referred Person (a) was not previously referred to Company or any subsidiary or affiliate thereof (whether pursuant to the Program or as a result of any other sales channel), (b) did not previously request information from Company or any subsidiary or affiliate thereof, (c) was not previously identified to or by Company or any subsidiary or affiliate thereof as a lead or potential customer, (d) is not already a customer of Company or any subsidiary or affiliate thereof, and (e) is not a resident of a household that is already a customer of Company or any subsidiary or affiliate thereof.
3. Referred Person is a legal resident of an Eligible State who is 18 years of age or older (or 19 years of age or older in any state where the legal capacity to enter into a contract is 19 years of age) ***at the time of the Referral***.
4. Referred Person owns the residential real property on which the residential solar energy system and/or related equipment is installed and such real property does not already have a residential solar energy system installed thereon.

Company shall determine in its sole discretion whether or not any Referral constitutes a Qualified Referral and all such determinations shall be final and binding. The foregoing criteria are subject to change for any reason at any time without notice.

Earning Rewards

A Participant shall receive a Reward for each Qualified Referral. If a Referred Person is referred by more than one Participant, the first Participant to submit a Referral for such Referred Person in compliance with the Terms and Conditions, as determined by Program Entities in their sole discretion, will be the only Participant eligible to receive a Reward in respect of such Referred Person. For the avoidance of doubt, a single household may be subject to only a single Qualified Referral.

Program Entities shall have the right (but not the obligation) to verify that a Referral constitutes a Qualified Referral. Program Entities may withhold a Reward during any period in which any Referral is being verified or investigated. Additionally, Program Entities may refuse to pay a Reward in respect of any Referral that (a) Program Entities believe to be fraudulent, suspicious, in bad faith, and/or in violation of the Terms and Conditions or (b) could reasonably be expected to result in any liability to Program Entities or any representatives thereof. All such determinations by Program Entities are final and binding.

Rewards cannot be combined with any other offers made by Company and may be delivered in any form determined by Program Entities in their sole discretion. Rewards are not transferable.

Prohibited Conduct

Each User agrees not to use the Program to: (a) violate applicable laws or regulations or the Terms and Conditions; (b) infringe the trademark or other intellectual property rights of any other person or entity (including Program Entities); (c) collect or store personal data about any other User without their consent; (d) interfere with the use by any other User of the Program; (e) impersonate any other person or entity or otherwise

misrepresent such User's identity; (f) stalk, harass, or harm any other person or entity; and (g) gain or attempt to gain unauthorized access to the Program or to any computer system, network, software, or server of any Program Entity or transmit any file that contains any computer code, virus, malware, or other feature designed to disrupt, modify, damage, deactivate, disable, or otherwise harm the operation of any computer system, network, software, or server of any Program Entity.

Program Entities may prohibit a User from participating in the Program or receiving a Reward, in their sole discretion, if they determine such User is attempting to undermine the integrity or legitimate operation of the Program in any way through deception or other unfair practices with the intent to annoy, abuse, threaten, or harass any Program Entity or any representative thereof. Use of any automated system to participate in this Program is strictly prohibited and will result in permanent disqualification. Users may not enter with or use: (i) multiple email addresses or accounts; (ii) fictitious identities; or (iii) any system, bot, script, macro, or other automated means to submit Referrals. Program Entities reserve the right to disqualify any User and/or rescind any Reward determined in their sole discretion to involve: (A) tampering with the entry process or the operation of the Program; (B) submitting self-referrals; or (C) violating the Terms and Conditions. Any Referrals generated by a system, bot, script, macro, or other automated means will be automatically disqualified.

Representations and Warranties

Participant represents and warrants that: (a) Participant will only provide contact information, including name, email address, and telephone number, of a family member, friend, or other person known to Participant; (b) Participant shall not provide the telephone number of any person that is younger than 18 years old; (c) Participant has express consent from the family member, friend, or other person to provide their email address and telephone number to Program Entities for purposes of the Program; and (d) the family member, friend, or other person has provided express consent to be contacted by Program Entities for purposes of the Program.

Indemnification

Each User shall indemnify, hold harmless and defend Program Entities and their respective directors, officers, employees, affiliates, attorneys, agents, and advisors (collectively, "Indemnified Parties") from and against any and all claims, demands, damages, losses, liabilities, obligations, costs, or expenses (including, without limitation, attorneys' fees and expenses) resulting from, arising out of or otherwise relating to: (a) such User's participation in the Program; (b) the awarding and/or receipt of any Reward by such User (if applicable); (c) any actual or alleged breach of any representation and warranty by such User (if applicable); or (d) any claim arising out of, relating to, or alleging any violation of the Telephone Consumer Protection Act, the Amended Telemarketing Sales Rule or any of their state law equivalents. Program Entities shall have the right to choose defense counsel with respect to any such claim and to control the defense thereof.

Dispute Resolution

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

PARTICIPANT AGREES TO RESOLVE ALL DISPUTES RELATING TO THE PROGRAM THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION. THE ARBITRATION WILL BE GOVERNED BY THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), AS MODIFIED BY THE TERMS AND CONDITIONS, AND WILL BE ADMINISTERED BY THE AAA IN NEW YORK, NEW YORK. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. IN MOST CASES, ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THE TERMS AND CONDITIONS WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED UNDER THE TERMS AND CONDITIONS.

Limitation of Liability

Program Entities and the Indemnified Parties (collectively, "Released Parties") shall not be liable for any: (a) communications relating to the Program that are misdirected, inaccurate, and/or lost; (b) malfunctions, delays, or transmission errors relating to any telephone, telephone system, computer, computer network, or server; (c) data corruption, theft, or destruction, or unauthorized access to or alteration of, any Referral; (d) claims, losses, or other damages of any kind resulting from the receipt of a Reward or from participation in the Program; or (e) printing, typographical, administrative, or technological errors in any websites or materials associated with the Program.

Released Parties shall not be liable for any claims, losses, or other damages relating to the failure to deliver any Reward or any part thereof as a result of: any act of God; any action, regulation, order, or request by any governmental or quasi-governmental entity (whether or not invalid); equipment failure; terrorist act or threatened terrorist act; air raid; blackout; act of public enemy; earthquake; tornado; hurricane; flood; tsunami; war (declared or undeclared); fire; epidemic; explosion; embargo; labor dispute or strike (whether legal or illegal); civil disturbance; insurrection; riot; or any other cause beyond Released Parties' control. Released Parties shall not be liable for any claims, losses, or other damages to any computer, computer network, or server resulting from participating in, or accessing or downloading information in connection with, the Program.

As a condition of entering the Program, each User agrees that under no circumstances will such User be entitled to any awards for any losses or damages, and each User hereby waives all rights to (i) claim punitive, incidental, consequential, and any other damages and (ii) have damages multiplied or otherwise increased.

Applicable Law

ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATED TO THE PROGRAM OR ANY REWARD SHALL BE RESOLVED UNDER NEW YORK LAW AND EACH PARTICIPANT AGREES TO SUBMIT ANY SUCH DISPUTE, CLAIM OR CAUSE OF ACTION TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK COUNTY, NEW YORK.

Termination; Suspension

Program Entities reserve the right to terminate or suspend the Program should it determine, in its sole discretion, that the Program has been compromised in any way. Any such termination or suspension shall have immediate effect unless otherwise expressly provided.