

## PlugPV Customer Referral Program Terms and Conditions

Effective 4/1/2020

### 1. General

These terms and conditions apply to PlugPV's Customer Referral Program ("Program"). By referring a friend or otherwise participating in the Program, the referring customer and referred party agree to be bound by these terms and conditions. Each party agrees to a mandatory arbitration provision that provides that any claim, controversy, or dispute of any kind between you and PlugPV must be resolved by final and binding arbitration on an individual and not a class-wide or consolidated basis.

### 2. Program Participation and Eligibility

The Program is available only for existing PlugPV Customers. Please allow up to four (4) weeks after referral validation for referral credit to be issued. PlugPV reserves the right to modify, extend or cancel this Program at any time. Existing PlugPV customers who initiate a referral on [plugpv.com/refer](http://plugpv.com/refer), are defined as "Referrers." Non-customers who enter in to a PlugPV agreement and resulting installation upon a referral are defined as "Referees."

To make referrals, you must:

1. Provide us with a valid email address, phone number, and home address;
2. Be an existing PlugPV Customer
3. Be an individual person and of the age of majority in the state/province or jurisdiction where you are resident at the time of participation (Companies and employees of PlugPV or their subsidiaries, affiliates or promotional agencies, including immediate family and household members, are not eligible to earn credit for referrals);

Participation in the Program is prohibited where void by applicable law or regulation. The Program is only available through PlugPV and [plugpv.com/refer](http://plugpv.com/refer). If your agreement with PlugPV is cancelled or otherwise ended, you cannot redeem a referral credit. You cannot redeem a referral credit for referring yourself. You may only participate in the Program with one account. Friends you invite ("Referees") must enter into an agreement and successfully install product(s) prior to any referral credit being issued.

PlugPV reserves the right to void any Referral credit based on the following: (1) fraudulent referral activity or, (2) if PlugPV, in its sole discretion, finds that you have violated any of the Program Terms and Conditions.

Eligible Referees cannot receive credits for referring themselves. Referral credit can only be issued once per account. Referees who enter into an agreement with PlugPV and subsequently cancel or end said agreement, and then enter into a new agreement with PlugPV subsequently cause referral credit to an eligible referrer only once.

You must disclose the fact that you are a PlugPV customer when you make referrals. You agree to let your Referees know that you are the Referrer and that you may receive a referral reward if your Referee enters into an agreement with PlugPV. You will not receive any referral reward if your referrals are rejected or are not received for any reason, or if you fail to comply with any of the terms of the Program.

3. Reward Redemption: Participants will be notified via email when they have earned a reward. Referral rewards are non-transferable, non-assignable, and cannot be redeemed or exchanged for cash, credit, or other merchandise.
4. Additional Terms and Conditions.

Tax. You are responsible for any and all tax liabilities associated with the Program.

Void Where Prohibited. This Program is void where prohibited by law.

We reserve the right to change the terms and conditions of the PlugPV Referral Program at any time, without notice, at our sole discretion. We reserve the right to not award a credit or disqualify someone from the Program if we feel, in our sole discretion, that fraudulent behavior or other unethical conduct has occurred that compromises the fairness the Program in any way. Spam, unsolicited commercial email, or any form of illegal means of communication is illegal, prohibited, and will be grounds for termination of your account and participation in this Program. Fraudulent or unethical means of communication such as using bots, fictitious identities, fake emails, or scripts is also prohibited and will result in similar actions by us with respect to terminating your participation in the Program.

By participating in this Program, you agree to release and hold harmless PlugPV and their affiliates and subsidiaries, directors, officers, employees, consultants, and agents, and any other entity associated with marketing this Program (collectively, the "Released Parties") from any and all claims or damages arising out of, or in connection with the Program. You further agree that the Program and credits are provided "as is where is". THERE ARE NO REPRESENTATIONS OR WARRANTIES INCLUDING BUT NOT LIMITED TO STATUTORY WARRANTIES AND CONDITIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THIRD PARTIES RIGHTS, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF ONE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.