Sunray Solar Solutions Terms of Use

Welcome to our website, and any digital services or applications linking to these Terms of Use ("Agreement") (collectively, the "**Digital Platforms**"). The Digital Platforms are operated by Sunray Solar Solutions and any of its subsidiaries (collectively, "**Sunray Solar Solutions** ", "**we**", "**our**" or "**us**").

This document explains the terms that apply to your use of the Digital Platforms, including the use of the Sunray Solar Solutions website at gosunray.com, our monitoring site and application, and our applications. This Agreement is a legally binding contract between you and Sunray Solar Solutions.

BY ACCESSING OR OTHERWISE USING THE DIGITAL PLATFORMS, INCLUDING BROWSING OUR WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS OF USE, THEN YOU MAY NOT USE THE DIGITAL PLATFORMS.

Please note that in order to use the interactive features (if any) of the Digital Platforms, and to the extent you are eligible to access such features, you may be required to first register for an account with us through an online registration process, which is not transferrable.

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1. Your use of Digital Platforms

When you use the Digital Platforms, you represent and warrant the following:

- A. Any information you submit is truthful and accurate.
- B. You will provide accurate information about yourself. It is prohibited to use false information or impersonate another person or company in your interactions with us or in connection with your use of the Digital Platform, this includes misrepresenting the nature of your relationship with Sunray Solar Solutions.
- C. If you have registered an account with us, you will update your contact information if it changes so that we can contact you.
- D. Your use of the Digital Platforms and your use of services available on the Digital Platforms do not breach any applicable law or regulation and are not unlawful, deceptive or fraudulent.
- E. If you register an account with us, you are 18 years of age or older, and if you are registering with or using the Digital Platforms on behalf of a business entity, you have the authority to agree to this Agreement on behalf of the business.
- F. You will comply with our rules governing the use of the interactive features of the Digital Platforms as set out in Section 2 below.
- G. You are solely responsible for any activity on any registered account or profile. If you share your account with other people, you are responsible for all activity conducted by those people.
- H. You will not transmit chain letters, bulk or junk email or interfere with, disrupt, or create an undue burden on the Digital Platforms or the networks or services connected to the Digital Platforms, including without limitation, hacking into the Digital Platforms, or using the Digital Platforms to send unsolicited or commercial emails, bulletins, comments or other communications.
- I. You will not use the Digital Platforms for any unauthorized purpose, including but not limited to collecting usernames and/or email addresses of other users by electronic or other means for the purpose of sending unsolicited email or other electronic communications, to

- sell data available on the Digital Platforms, or engaging in framing of, or linking to, the Digital Platforms without our express written consent.
- J. You will not sell or let others use your password or registration for the Digital Platforms, provide false or misleading identification or address information, or invade the privacy or breach a personal, confidentiality or proprietary right, of any person or entity.
- K. You will not knowingly transmit any data, send or upload any Contribution or other material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any of the Digital Platforms or any computer software or hardware.
- L. You will not crawl, scrape, or spider any page of the Digital Platforms. Nor will you reverse engineer (to attempt to), create back doors or any form of unauthorized or misrepresented access to the Digital Platforms. Nor will you attempt to obtain the source code of the Digital Platforms.
- M. You will not and are not, nor are you authorizing someone to, submit(ting) information to Sunray Solar Solutions, including inquiries for information about Sunray Solar Solutions products or services, e.g. lead information, for the purpose of trolling, or for the purpose of creating an alleged claim under an applicable consumer protection law against Sunray Solar Solutions, e.g. claims under the Telephone Consumer Protection Act.

You also represent and warrant that you will comply with all applicable local laws governing your online conduct and your uploading of Contributions (as defined in Section 2 below) to the Digital Platforms.

Rules governing all public contributions, forums and other interactive features

The Digital Platforms may provide features that allow you to share information and materials with us and other users, which includes any feedback from you about the Digital Platforms and improvements thereto. Please make sure you read our Privacy Policy, which provides important information about your online privacy and our use of information that we collect about you. You are solely responsible for the content of, and any

harm resulting from, any of your postings or submissions to the Digital Platforms ("**Contributions**"). When you create or make available a Contribution, you represent and warrant the following:

- A. Own or have sufficient rights to post or submit your Contribution on or through the Digital Platforms.
- B. Will not post Contributions that infringe any rights of Sunray Solar Solutions or any other person or entity, including intellectual property and other proprietary rights, confidentiality rights and contractual rights or obligations.
- C. Have fully complied with any third-party licenses relating to your Contributions and agree to pay all royalties, fees and other monies owed to any person or entity by reason of Contributions that you have posted or submitted on or through the Digital Platform.
- D. Will not post or submit a Contribution that:
 - Is defamatory, damaging, disruptive, unlawful, intentionally inaccurate, pornographic, vulgar, indecent, profane, hateful, racially or ethnically offensive, obscene, lewd, lascivious, filthy, threatening, excessively violent, harassing, or otherwise objectionable;
 - ii. incites, encourages or threatens immediate physical harm against another group or person;
 - iii. promotes racism, bigotry, sexism, religious intolerance or harm against any group or individual; or
 - iv. contains material that solicits or attempts to solicit personal information from anyone under 18 or exploits anyone in a sexual or violent manner;
- E. You will not post Contributions that contain advertisements or solicit any person to buy or sell products or services (other than our products and services).
- F. You will not post Contributions or take any other action that constitute, contain, install or attempt to install or promote spyware, malware or other computer code, whether on our or others' computers or equipment, including technologies designated to enable you or others to gather information about or monitor the on-line or other activities of another party;

3. Grant of license to us to use your Contributions

By making a Contribution to the Digital Platforms, which includes any data generated relating to your solar installation on our through our monitoring application, you grant us a perpetual, non-exclusive (meaning you remain free to license your Contribution to others), fully-paid up, royalty-free (meaning we are not required to pay you for our use of your Contributions), sub-licensable (meaning that we can grant others the right to use your Contributions, for example, a company hosting the Digital Platforms) and worldwide (because the Internet and the Digital Platforms can be accessed from anywhere in the world) license to use, modify, create derivative works of, publicly perform and display, reproduce, communicate, commercialize, and distribute the Contributions without any further compensation, attribution, or notice to you. You agree not to assert any moral rights or rights of publicity against us for using your Contributions. You also recognize our legitimate interest in using your Contribution, in accordance with the scope of this license, to the extent your Contributions contain any personal information.

Feedback and Suggestions - If you provide any suggestions, product improvements, enhancement requests, recommendations or other feedback (collectively "Feedback") relating to any of the Digital Platforms, you grant us a perpetual, non-exclusive, fully-paid up, royalty-free, sub-licensable, and worldwide license to use, modify, create derivative work of, publicly perform and display, reproduce, communicate, commercialize and distribute such Feedback without any further compensation, attribution or notice to you. You agree not to assert any moral rights or rights of publicity against us for using your Feedback, and you recognize our legitimate interest in using your Feedback, in accordance with the scope of this license, to the extent it contains any personal information.

4. Use and protection of your account number and password

You are responsible for keeping secret and confidential any account numbers and passwords you may have when registering for an account on the Digital Platforms. You are responsible for all uses of your account(s), whether or not actually or expressly authorized by you. We may restrict or limit account registration to eligible users only.

5. Our intellectual property rights

The Digital Platforms and all of the content on the Digital Platforms ("**materials**"), the trademarks, service marks, and logos contained on the Digital Platforms ("marks"), are owned by or licensed to us and are subject to copyright and other intellectual property rights under applicable national laws and international conventions. We reserve all rights not expressly granted under this Agreement or any separate written agreement in and to the Digital Platforms, the content and the Materials and Marks. You may download or print a copy of the materials available through the Digital Platforms for your own personal use, such as uses related to the purchase, installation, maintenance, and support of Sunray Solar Solutions products, but you must retain all copyright, trademark and other proprietary notices contained in and on the materials. You MAY NOT use the materials for any purpose that is commercial in nature. You agree that you will not circumvent, disable or otherwise interfere with security related features of the Digital Platforms or features that prevent or restrict use or copying of any materials or enforce limitations on use of the Digital Platforms or the materials on the Digital Platforms. You further agree not to access the Digital Platforms by any means other than through the interface that we provide, unless otherwise specifically authorized by us in a separate written agreement.

6. Our management of the Digital Platforms and user misconduct

- A. Our Digital Platform management We may, but are not required to:

 (a) monitor or review the Digital Platforms for breaches of this
 Agreement and for compliance with our policies; (b) report to law
 enforcement authorities and/or take legal action against anyone who
 breaches this Agreement; (c) refuse, restrict access to or the availability
 of, or remove or disable (to the extent technologically feasible) any
 Contribution or any portion thereof that may breach this Agreement,
 the law or any of our policies or are excessive in size or burdensome;
 and/or (d) manage the Digital Platforms in a manner designed to
 protect our and third parties' rights and property or to facilitate the
 proper functioning of the Digital Platforms.
- B. Data use and sharing We require the ability to use data that we receive from you or your photovoltaic ("PV") system. We may receive this data directly from you or your PV system, or indirectly through our or a third-party monitoring system, including related systems or

- services. The data may be displayed through our Digital Platforms, including our monitoring application and website. The data may include, for example, energy consumption and production information, energy use information, battery storage information, fault information, a precise geolocation or address, revenue information, and hardware and software information. We may share this data with third parties in providing monitoring and reporting services to you. Third parties may include the system installer, dealers, operations and maintenance providers, governmental regulatory agencies, and utility companies. We may also provide or sell data in aggregated form (in a form where the source cannot be identified) to third parties who are not connected to the monitoring system, such as government agencies and research firms. For more information on our use of your data, please refer to our Privacy Policy.
- C. Our right to suspend or terminate access Without limiting any other provision of this Agreement, we reserve the right to, in our sole discretion and without notice or liability deny access to and use of the Digital Platforms and/or any account for the Digital Platforms to any person for any reason or for no reason at all, including without limitation for breach of any representation, warranty or covenant contained in this Agreement, or of any applicable law or regulation. If the need arises, we may also move the Digital Platforms to another domain or close the Digital Platforms indefinitely.
- D. Risk of harm Please note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, including persons who may be acting under false pretenses. Please choose carefully the information you post on the Digital Platforms and that you give to other Digital Platform users. You are discouraged from publicly posting the following information on the Digital Platforms: your full name, telephone numbers and street addresses.

 Contributions and other information that others upload or post to the Digital Platforms are not pre-moderated. Despite the prohibitions contained in this Agreement, such Contributions and other information may be offensive, harmful or inaccurate and may be mislabeled or deceptively labelled. You assume all risks associated with viewing such content and dealing with other users with whom

- you come in contact through the Digital Platforms. We expect that you will use caution and common sense when using the Digital Platforms.
- E. Optional Energy Management Services We may offer to certain households the ability to have access to energy management services. These services may be provided by a third-party services provider. When such service is offered to your household, you will have the opportunity to choose whether you wish to keep or stop receiving such service at any time.

7. Term, termination and survival

This Agreement, as updated or amended from time to time, shall remain in full force and effect while you use the Digital Platforms.

We may terminate or suspend your account (and any related accounts) and your access to any Digital Platforms at any time, for any reason, and without advanced notice. If we do so, you do not have a contractual or legal right to continue to use the Digital Platforms.

If you have an account you may terminate it at any time, for any reason, by contacting clientservices@gosunray.com If your access to Digital Platforms is terminated, either by you or Sunray Solar Solutions, you may lose any information associated with your account, including the ability to retrieve materials contained in the account.

The terms of this Agreement will remain in effect even after your access to the Digital Platforms is terminated, including by Sunray Solar Solutions, or your use of the Digital Platform otherwise ends.

8. Copyright policy

If you upload material or otherwise do anything in relation to our Digital Platforms that infringes our copyright or the copyright of others, we may, without prejudice to our rights set out at Section 6 (Our Management of the Digital Platforms and User Misconduct), terminate your account and access rights to the Digital Platforms. If you are a copyright owner or the legal agent of a copyright owner, and you believe that any user submission or content on this Site infringes upon your copyrights, you may submit a notification pursuant to our Digital Millennium Copyright Act Notice designated agent as set forth below:

Sunray Solar Solutions Email: clientservices@gosunray.com

9. Updates to the Digital Platforms and this Agreement and Discontinuation of Digital Platforms and related services

The material and information available on the Digital Platforms may become out of date at any given time and we are under no obligation to update the contents of the Digital Platforms.

Sunray Solar Solutions reserves the right to change, suspend or discontinue any aspect of the Digital Platforms at any time, for any reason. We will not be liable to you for the effect that any changes to the Digital Platforms may have on you, including on your business, income, or ability to generate revenue. We may modify this Agreement from time to time. We will contact registered users if we do so, which is why it is important that you notify us immediately if your email address changes. If you are a registered user, you may be asked to click to accept the new agreement the next time you log on to the Digital Platforms in order to be able to use the Digital Platforms. We will also put any revised versions of this Agreement on the Digital Platforms. It is therefore important that you regularly check the Digital Platforms.

10. Third Party Sites

The Digital Platforms may contain links to other websites ("Third Party Sites"). We do not own or operate the Third-Party Sites, and we have not reviewed the material, including goods or services, made available through Third Party Sites. The availability of these links on the Digital Platforms does not represent, warrant or imply that we endorse any Third-Party Sites or any materials, opinions, goods or services available on them. Third party materials accessed through or used by means of the Third-Party Sites may also be protected by copyright and other intellectual property laws. This Agreement does not apply to your use of Third-Party Sites. You should review the Third-Party Sites' terms and conditions, privacy policy and all other site documents, and make sure you understand the regulations, policies and practices that apply when you access them.

11. Disputes between users

You are solely responsible for your conduct when accessing and using the Digital Platforms. You agree that we cannot be liable for any dispute that arises between you and any other user.

12. Disputes with us: governing law and jurisdiction

- A. Any dispute arising in relation to your access and use of the Digital Platforms (including any non-contractual dispute or claim) shall be governed by the laws of California (exclusive of its choice of law provisions) and, in line with the below, you and we agree to submit to the exclusive jurisdiction of the courts in San Jose, California.
- B. You and Sunray Solar Solutions agree that any dispute or claim arising from or relating to this Agreement shall be finally settled by final and binding arbitration, using the English language, administered by the American Arbitration Association, and its applicable rules, (the " relevant AAA Rules") then in effect (those rules are deemed incorporated by reference into this section, and as of the date of this Agreement, you can find the AAA Rules here). For clarity, disputes between us and a consumer user shall be specifically governed by the AAA Consumer Arbitration Rules then in effect. Arbitration, including threshold questions of arbitrability of the dispute, will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction per the above Section 12(1). Any arbitration under this Agreement will take place on an individual basis — class arbitrations and class actions are not permitted. You understand that by agreeing to the Agreement, you and Sunray Solar Solutions are each waiving the right to trial by jury or to participate in a class action or class arbitration. Notwithstanding the foregoing, each party shall have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. You may instead assert your individual claim in "small claims" court, but only if your claim qualifies, your claim remains in such court, and your claim remains on an individual, non-representative, and non-class basis.
- C. Cost of Arbitration Payment for any and all reasonable filing fees, administrative costs and arbitrator fees will be in accordance with the relevant AAA Rules. If the value of your claim does not exceed \$10,000 USD, Sunray Solar Solutions will pay for the reasonable filing fees, administrative costs and arbitrator fees, unless the arbitrator finds

that either the substance of your claim or the relief sought was frivolous or brought for an improper purpose.

13. Warranties and Limitation of Liability

Contributions, information and other materials made available on the Digital Platforms, whether by Sunray Solar Solutions or other users of the Digital Platforms, are not intended to amount to advice on which reliance should be placed. WE THEREFORE DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY ANY USER OF OR VISITOR TO THE DIGITAL PLATFORMS, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.

By operating the Digital Platforms, we do not represent or imply that we endorse any Contributions or any other materials available on or linked to by the Digital Platforms, including without limitation, content hosted on Third Party Sites, or that we believe such Contributions or any other materials are complete, accurate, useful or non-harmful. We do not promise any specific results from the use of the Digital Platforms. No advice or information, whether oral or written, obtained by you from us or the Digital Platforms shall create any warranty not expressly stated in this Agreement. ALL DIGITAL PLATFORMS, INCLUDING THE CONTENT, INFORMATION OR ANY OTHER MATERIALS OR ITEMS PROVIDED THROUGH THE DIGITAL PLATFORMS ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND (TO THE FULLEST EXTENT PERMITTED BY LAW) WITHOUT WARRANTY (EXPRESS OR IMPLIED) OR CONDITIONS OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND EACH OF OUR ADVERTISERS, LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND OTHER CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED IN CONNECTION WITH THE DIGITAL PLATFORMS AND YOUR USE OF IT DISCLAIM ALL EXPRESS, IMPLIED, STATUTORY AND OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT ON THE DIGITAL PLATFORMS, THE CONTENT OF ANY SITE LINKED TO THE DIGITAL PLATFORMS, CONTRIBUTIONS, INFORMATION OR ANY OTHER ITEMS OR MATERIALS ON THE DIGITAL PLATFORMS. WE DO NOT GUARANTEE THAT: (I) THE DIGITAL PLATFORMS WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL MATERIALS; (III) ANY DEFECTS OR ERRORS WILL BE CORRECTED; AND/OR (IV) THE RESULTS OF USING THE DIGITAL PLATFORMS WILL MEET YOUR EXPECTATIONS. YOU USE THE DIGITAL PLATFORMS SOLELY AT YOUR OWN RISK. DATA GENERATED OR REFLECTED IN THE DIGITAL PLATFORMS RELATING TO THE POWER OUTPUT OR PERFORMANCE OF YOUR SOLAR SYSTEM IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CREATE ANY RIGHT, CLAIM, WARRANTY OR CAUSE OF ACTION FOR YOU OR YOUR BENEFIT. SOLAR SYSTEM INFORMATION REFLECTED IN THE DIGITAL PLATFORMS IS NOT A GUARANTY OF PERFORMANCE OR PRODUCTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE INCONSISTENT WITH APPLICABLE LAW. WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE OR SERVICES, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE DIGITAL PLATFORMS, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE DIGITAL PLATFORMS BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE DIGITAL PLATFORMS. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE OR ANY OTHER LOSS OR DAMAGES, INCLUDING WITHOUT LIMITATION ANY DIRECT OR INDIRECT LOSS OF REVENUE OR PROFIT,

BUSINESS INTERRUPTION OR LOSS OF DATA ARISING FROM YOUR USE OF THE DIGITAL PLATFORMS AND ANY CONTRIBUTIONS, MATERIALS OR ANY OTHER CONTENT AVAILABLE ON THE DIGITAL PLATFORMS OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY. IN NO EVENT SHALL Sunray Solar Solutions AGGREGATE LIABILITY FOR ANY DAMAGES EXCEED THE GREATER OF ONE HUNDRED US DOLLARS (\$100) OR THE AMOUNT YOU PAID Sunray Solar Solutions FOR THE DIGITAL PLATFORMS IN THE LAST TWELVE (12) MONTHS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. Liquidated damages for spam

You acknowledge and agree that spam is harmful to a site, service or network and causes injury, including damage to reputation and goodwill, which is difficult to measure. As a pre-estimate of our anticipated loss, you agree to pay us \$200 (USD) for each unsolicited commercial email or other unsolicited communication that you send from, to, or through the Digital Platforms.

15. You indemnify us

You agree to indemnify and hold us, our subsidiaries, affiliates, related entities and licensors and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable legal fees, that arises out of your use of the Digital Platforms, any breach of this Agreement, or your infringement of someone else's rights.

16. Linking to our website

You may link to our website home page, provided you do so in a way that is fair, accurate, legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our website in any website that is not owned by you.

Our <u>website</u> must not be framed on any other site, nor may you create a link to any part of our <u>website</u> other than the home page.

We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in our section 2 (Rules governing all public contributions, forums and other interactive features).

If you wish to make any use of content on our site other than that set out above, please contact us at the email address set out in section 19 (Contact us).

17. Miscellaneous

- A. **Entire Agreement**. This Agreement constitutes the entire agreement between you and us regarding the use of the Digital Platforms and supersedes any prior or contemporaneous understandings and agreements between you and us related to the subject matter hereof.
- B. **Independent Contractors**. Nothing in this Agreement shall be deemed to create an agency, partnership, joint venture, employeremployee or franchisor-franchisee relationship of any kind between us and any user.
- C. **Section Titles**. The section titles in this Agreement are for convenience only and have no legal or contractual effect.
- D. **Non-Waiver**. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.
- E. **Severability**. This Agreement operates to the fullest extent permissible by law. If any provision or part of a provision of this Agreement is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
- F. **Assignment**. You may not assign your rights under this Agreement to any third party; we may assign our rights under this Agreement without condition.

18. Contact us

To contact us, please email clientservices@gosunray.