



Brytr Platform Agreement

Last Updated March 24, 2025

Welcome to Brytr — Where solar power gets more rewarding

This Brytr Agreement ("**Agreement**") governs your use of the Brytr platform, located at <https://app.brytr.us> (the "**Platform**"), and the related software, products, services, and technologies offered via the foregoing webpages, software, and related applications (collectively, including the Platform, the "**Brytr Services**" or the "**Services**") offered or provided by CarbonEnfo, LLC and its affiliates ("**CarbonEnfo**," "**we**," "**us**," or "**our**").

You should read this Agreement carefully, including Sections 5 and 6 which contain a non-exclusive list of risks in connection with the Platform, the Brytr Services, and the blockchain ecosystem generally.

Important Notice Regarding Arbitration Agreement/Class Action Waiver

WHEN YOU ACCEPT THIS AGREEMENT, YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND CARBONENFO INDIVIDUALLY THROUGH BINDING ARBITRATION AND WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR IN YOUR RIGHT TO A JURY TRIAL TO RESOLVE ANY SUCH DISPUTE.

PLEASE REVIEW CAREFULLY THE "DISPUTE RESOLUTION" SECTION BELOW FOR DETAILS REGARDING REQUIREMENT TO ARBITRATION DISPUTES AND RESOLVING ANY DISPUTE ON AN INDIVIDUAL BASIS

1.0 Agreement

By using the Brytr Services, you agree to be bound by this Agreement. If you do not agree to be bound by this Agreement, do not use the Brytr Services.

If you are accessing and using the Brytr Services on behalf of a company (such as your employer) or other legal entity (such as a trust or limited liability company of which you are a member), you represent and warrant that you have the authority to bind that entity to this Agreement. In that case, "you" and "your" will refer to that entity.

2.0 Privacy Policy, e-Signature Agreement, and Applicable Additional Terms

2.1 Privacy Policy. Your privacy and the security of information are important to us. Please carefully review the Brytr Privacy Policy, located at <https://app.brytr.us/privacy-policy> for information about how we may collect, use, store, or share information from you.

Brytr Services are provided in part through publicly available blockchains. Most blockchains utilize distributed ledger technology, and blockchain transactions are often publicly available and permanently preserved. That information includes date and time of transaction submission and confirmation, tokens exchanged in any transaction and digital wallet addresses involved in that transaction. CarbonEnfo has no ability to alter or obscure transactions on blockchains used in connection with the Brytr Services. Please be aware of the information you provide when entering into blockchain transactions and conduct yourself accordingly for your desired level of privacy.

2.2 e-Signature Agreement. Interactions utilizing digital wallets linked to blockchain addresses or accounts require digital signatures to authorize transactions. By using Brytr Services, you agree that any electronic signature, whether digital or encrypted, that is intended to authenticate a writing shall have the same force and effect as a manual signature to the fullest extent of the law. "Electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including without limitation a checkbox, facsimile, or email signature.

2.3 SREC Tokens. Brytr Services include the ability to programmatically create non-fungible tokens ("**NFTs**"), which in turn create a cryptographically verified and immutable audit trail reference to Solar Renewable Energy Credits ("**SRECs**"), including necessary background data as to the creation of the SREC, which is encoded into the NFT's metadata (the "**SREC Tokens**"). The SREC Tokens are tokenized representations of real SRECs, which serve to couple the NFTs to the SRECs.

You should understand the applicable terms, conditions, and restrictions on use and transferability for each of the SREC Tokens you obtain through the Brytr Services.

The Brytr Services depend on the continued coupling of information necessary under federal law for claiming the benefits of SRECs and the tokenized representation of that information in the form of SREC Tokens. This includes the complete transaction and ownership history for each particular SREC. As such, any actions by you that result in decoupling of the SREC Tokens and the SREC associated with that NFT of can result in that SREC being removed from the Platform and rendered unable to be transferred (i.e., freezing of the digital asset). If this happens, you shall still own the underlying SREC to which the SREC Token relates. You will not, however, be able to utilize Brytr Services for the untransferable SREC Tokens. By maintaining an SREC Token on the Platform, you represent and warrant that the software used to create that SREC Token provided complete and accurate data as to the collection of solar energy associated with that SREC Token. Further, you represent and warrant that the SREC reflected in the SREC Token has not been previously claimed by yourself or any third party and that none of the benefits from that SREC been sold or claimed by any individual. You, and not CarbonEnfo, are solely responsible for ensuring the underlying SREC maintains its couple to the associated SREC Token and that your sale of any SREC Token does not violate any third-party agreements or other legal obligations.

2.4 SREC Token Marketplace. Ordinary consumers have limited-to-no use for SRECs, however companies use such credits for certain tax benefits and to demonstrate a commitment to funding renewable energy. The SREC Token Marketplace facilitates the listing and sale of SREC Tokens from users, and purchase of SREC Tokens by companies or other entities wishing to acquire such tokenized SRECs ("**Buyers**"). Generally, a twenty percent (20%) Brytr Platform fee is deducted from each transaction amount. Any fee assessed to transactions on or through the Platform will be displayed prior to final approval of any such transaction. If no Buyers are currently available, CarbonEnfo may, at its sole discretion, elect to purchase the tokenized SRECs at a rate that will be displayed on the Platform. In such cases, CarbonEnfo reserves the right to resell tokenized SRECs it has purchased to third parties.

Payments may be in the form of U.S. Dollars, or non-cash consideration that you choose to accept in exchange for SREC Tokens, including but not limited to gift cards, credits with third parties, digital assets, or other mutually agreed-upon forms of value. Note that sales of SREC Tokens may be subject to separate terms and conditions of the specific Buyer, as reflected in such transaction documents. CarbonEnfo is not a party to such agreements except in instances in which CarbonEnfo is the listed Buyer or seller on a particular sale. Any dispute regarding the sale of a particular SREC Token is between you and the Buyer. Due to the tokenized nature of SREC Tokens, all transactions on the Platform are final.

3.0 Who may use the Brytr Services

To use the Brytr Services, you must be legally competent to form a binding contract and be eighteen (18) years old or older to create a User Account (as defined below). You may be required to successfully complete our know-your-

customer (“KYC”) verifications or provide other information before you will be granted full functionality to the Platform and the Brytr Services.

Additionally, you must have registered your solar array to the Platform and installed the necessary software to track the creation of SREC and tokenization of the same into SREC Tokens. For information on the necessary software and hardware requirements, visit <https://brytr.freshdesk.com/support/solutions/folders/156000266789>.

CarbonEnfo may require you to provide additional information as applicable laws or regulations dictate or to investigate potential violations of this Agreement. CarbonEnfo reserves the right to suspend your access to Brytr Services while it gathers and processes any information requested and received and may refuse to restore access to the Brytr Services if you do not provide complete and accurate information promptly upon CarbonEnfo’s request.

3.1 User wallets.

Your identity on the Platform will be linked to one or more blockchain addresses associated with a non-custodial wallet that is managed by CarbonEnfo. There may be the ability in the future to transfer SREC Tokens to a third-party selfcustody wallet or register your User Account to such a third-party self-custody wallet, but those capabilities are not yet available on the Platform and Your use of the Platform and agreement to this Agreement are not conditioned on the potential availability of such capabilities.

3.2 User representations.

You represent and warrant to CarbonEnfo that you:

- (a) are legally competent to form a binding contract and are eighteen (18) years old or older;
- (b) are not a competitor of CarbonEnfo and are not using the Brytr Services for reasons that are in competition with or for the purpose of creating a competitive service to CarbonEnfo;
- (c) are not otherwise barred from using the Brytr Services under applicable law.

If you are an agent, you represent and warrant to CarbonEnfo that you are acting with full authority to bind a principal who meets the foregoing criteria in subsections (a)-(c). You and such principal shall be jointly and severally liable for any acts or omissions under this Agreement.

4.0 Modifications of this Agreement

We may update this Agreement from time to time in our sole discretion. If we do, we will notify you by posting a revised Agreement on this page with a revised “Last Updated” date, and we may (but are not required to) send other communications notifying you of such an update. It is important that you review this Agreement whenever we update it.

CarbonEnfo may require you to provide consent to the updated Agreement in a specified manner before further use of the Brytr Services is permitted. Otherwise, by continuing to use the Brytr Services after we have posted an updated Agreement, you are deemed to have accepted and agreed to the changes. If you do not agree to be bound by the changes, you may not use the Brytr Services anymore.

Because our services are evolving over time, we may change or discontinue all or any part of the Brytr Services, at any time, at our sole discretion. If we discontinue the Brytr Services or at any other time, you will still have access to the items in any third-party digital wallet but may not have access to any items in any non-custodial wallet which is managed by Brytr.

5.0 Disclosure of risks

5.1 Due diligence. When selling any SREC Tokens, you must rely on your own examination of the potential benefits and risks involved. You should thoroughly review all transaction documents provided to you and seek further independent financial, legal, and tax advice to determine whether you believe a proposed investment meets your needs in light of your personal objectives, financial circumstances, and tax situation.

5.2 Blockchain risks. You acknowledge that engaging in financial transactions on the blockchain has inherent risks and is susceptible to interruption. By using the Brytr Services you acknowledge you have sufficient knowledge and understanding of blockchain technology and the nature of SREC Tokens, and agree to and accept the following risks:

- **Information transmission can be disrupted.** You accept the risk that our Platform could be affected by technical difficulties that may impede your ability to obtain, view, or deliver information or execute transaction, including in time sensitive transactions. We do not control the public blockchains that you are interacting with.
- **Cyberattacks may occur.** You understand that fraud and cyberattacks occur and that your data may not be completely safe on any computer system or network. However, there are [certain steps](#) that you can take to protect the safety and security of your data and you agree to take reasonable measures to do so. Blockchain transactions are irreversible, and losses due to fraudulent or accidental transactions may not be recoverable.
- **Regulation.** The regulatory status of cryptographic tokens, digital assets, and blockchain technology is unclear or unsettled in many jurisdictions. It is likewise difficult to predict how or whether any governmental authority may make changes to existing laws, regulations, or rules that will affect cryptographic tokens, digital assets, blockchain technology, or its applications. Such changes could limit the Brytr Services or the transferability of SREC Tokens.
- **Third-party services disruption.** You understand and agree that the Brytr Services require the use of third-party resources that are not under the direction or control of CarbonEnfo. These resources may become unavailable during times of especially high traffic, or due to potential changes of access to those third-party resources. You accept the risk that interruption or inaccuracy of third-party services may impede your ability to obtain, view, or deliver information or execute transactions, including in time-sensitive transactions.

5.3 You are responsible for your decisions. Brytr Services are offered to you on the express condition that you will fully evaluate your own financial circumstances. You are fully responsible for your own financial decisions. You understand and agree that you are solely responsible for determining the nature, potential value, suitability, and appropriateness of these risks for yourself.

5.4 Tax Risks. Digital assets or payments received by or through the Brytr Services may be subject to certain tax reporting obligations. It will be your responsibility to account for, file, and pay any applicable taxes. It is your responsibility to determine the potential tax consequences of your receipt, use, or transfer of SREC Tokens including those transferred by or through the Brytr Services.

6.0 Blockchain Specific Issues

6.1 Smart Contracts. Sales and other transfers on the Platform may be achieved through smart contracts, which are the technical mechanism for executing a transaction in an automated or partially-automated manner on the blockchain ("**Smart Contracts**").

Blockchain transactions, are irreversible, and all sales of SREC Tokens are final. Any SREC Tokens exchanged in such a transaction may be unrecoverable. You are solely responsible for evaluating the Smart Contract and any vulnerabilities thereof. CarbonEnfo is not responsible for any loss of ownership of any SREC Tokens including any loss as a result of loss of password or log-in information, corrupted files, viruses, phishing, attacks against the Platform or blockchain, transfer to a non-compatible digital address, accidental burning, unauthorized third-party activities, or any other reason.

6.2 Gas fees. Transactions on the blockchain require the payment of a transaction fee ("**Gas**") which funds the network of computers that confirm transactions on the blockchain. CarbonEnfo can (but is not required to) provide the necessary digital assets to pay these Gas fees. Except as otherwise expressly set forth in this Agreement, you will be solely responsible to pay any Gas for any transaction (including failed transactions) that you initiate via the Platform. The value of the Gas fee changes, often unpredictably, and is entirely outside of the control of CarbonEnfo, and any digital asset transaction may fail if you do not have sufficient funds to pay these Gas fees.

7.0 Creating and using a Brytr User Account

To access all the features of the Platform or to acquire Brytr Services, you are required to create an account with us (a "**User Account**").

Read this section to learn how to open a User Account and the terms and conditions that apply to that account.

7.1 Brytr User Account rules. By opening a Brytr User Account, you accept and agree to the following rules:

- You must provide us with truthful, accurate, complete, and current account information and keep this information up to date. If you do not, we may suspend or terminate your account.
- CarbonEnfo may require you to provide additional information as applicable laws or regulations dictate or to investigate potential violations of this Agreement or any other agreement to which it is a party. CarbonEnfo reserves the right to suspend your access to Brytr Services while it gathers and processes any information requested and received, and may refuse to restore access to the Brytr Services if you do not provide complete and accurate information upon CarbonEnfo's request.
- You will not use the Platform for any prohibited activity, including but not limited to illegal activity that would violate, assist in violation of, or cause us to violate any applicable laws, or that would involve proceeds of any unlawful activity.
- To protect your User Account, you must keep your User Account details and password confidential. Notify us right away by contacting us at support@brytr.us
- If you detect any unauthorized use, or if you know of or suspect a breach of security of either your User Account or any digital wallet linked to that User Account.
- You are responsible for all activities that occur under your User Account, whether or not you know about or consent to them.
- A description of the information we collect from you when you create a Brytr User Account and how we use or share that information is contained in our Privacy Policy.

You agree and understand that certain legal restrictions may impede or restrict our ability to deliver the Brytr Services to you. You are solely responsible for determining whether the use of Brytr Services is permitted in the jurisdiction where you live, and you shall not use any aspect of the Platform if such activity is not permitted in the jurisdiction where you live.

8.0 Rights related to the content available through Brytr Services and Platform

8.1 Content. The Brytr Services are data-driven and our Platform contains valuable content. When you access or use our Platform or accept, acquire, inquire about, purchase, or seek Brytr Services, you may have access to and use of content, data, information, materials, functionality, a user interface and user experience, including, without limitation, analyses, audio-visuals, branding, code, data, formulas, graphics, images, listings, logos, music, offerings, performance metrics, programming, projections, reports, software, statements, summaries, text, tools, or works of authorship of any kind (collectively, “**Platform Content**”) that have been conceived and created by (a) CarbonEnfo or its affiliates or their agents or third-party contractors (“**CarbonEnfo Content**”), (b) nonaffiliated third parties that license Platform Content to CarbonEnfo or its affiliates (“**Third Party Content**”), or (c) other users of Brytr Services (“**User Content**” and, together with CarbonEnfo Content and Third Party Content, “**Content**”). Brytr Services also may allow you to upload Content to the Platform (“**Your Content**”). As between you and CarbonEnfo, (i) CarbonEnfo Content is and shall remain CarbonEnfo’s sole and exclusive property, (ii) Third Party Content is and shall remain the sole and exclusive property of the nonaffiliated third parties that license such Content to CarbonEnfo, (iii) User Content is and shall remain the sole and exclusive property of the other users of Brytr Services who previously uploaded such Content to the Platform, and (iv) Your Content is and shall remain your sole and exclusive property. For the sake of clarity, CarbonEnfo Content and Third Party Content does not include open source software.

8.2 Right to Use. Subject to your continued compliance with this Agreement and subject to our right to suspend or terminate your use or access as set forth in this Agreement or as may be required by applicable law or legal order, you are granted a limited, nonexclusive, nontransferable, non-sublicensable, and personal license to access and use the Brytr Services, including Content and Your Content available at the Platform, solely during the term of this Agreement and solely to use the Brytr Services.

8.3 Restrictions on Use: You hereby acknowledge and agree that:

- all Content is protected by copyright, patent, trademark, trade secret, proprietary, or other intellectual property rights and laws;
- you will keep confidential and not disclose your User Account information (including account details and passwords), in whole or in part, to any person for any purpose other than in connection with your own personal use of the Brytr Services;
- you will not modify, copy, distribute, lease, loan, publish, scrape, sell, share, or incorporate into derivative works any Content, in whole or in part, nor take measures to gather, mine, or extract through any means or methods the Content made available to you through the Brytr Services;
- you will not use any meta tags or other hidden text or metadata utilizing any CarbonEnfo or third-party trademark, logo, URL, or product name without our express written consent;
- you will not use or permit others to use Content for any commercial or other unauthorized purposes (including, without limitation, for any direct marketing or telemarketing lists or applications), and you will not use the Brytr Services in a service bureau capacity or for the benefit of any third party;

- you do not acquire any proprietary rights, including intellectual property rights, in or to any Content (other than Your Content);
- you will not use Content in any way that violates any law, statute, ordinance, or regulation, or infringes upon the copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights or rights of publicity or privacy belonging to CarbonEnfo, its affiliates, or any third party; and
- you will not, and will not permit others to:
 - use, display, mirror or frame our Platform or any individual element within Brytr Services or the Platform, or the name, trademark, logo or other proprietary information, or the layout and design of any page or form contained on a Platform or page belonging to CarbonEnfo, without our express written consent;
 - attempt to probe, scan, or test the vulnerability of our system or network or breach any security or authentication measures;
 - avoid, bypass, remove, deactivate, impair, de-scramble, or otherwise circumvent any technological measure implemented by us or any of our providers or other third party including another user to protect our Platform, the Brytr Services, or Content;
 - send unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
 - forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Brytr Services or Content to send altered, deceptive or false sourceidentifying information;
 - attempt to decipher, de-compile, disassemble or reverse engineer any of the software used on or in connection with our Platform;
 - interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus or overloading, flooding, spamming, or mail-bombing our Brytr Services;
 - access or use the Brytr Services to collect from other users or store any other user's personally identifiable information without their express written permission;
 - use the Brytr Services, or any portion thereof, for any commercial purpose or for the benefit of any third party, or in any other manner, except where otherwise permitted by this Agreement;
 - impersonate, or misrepresent your affiliation with, any person or entity;
 - employ, operate, or create any computer program to simulate the human behavior of a user ("**Bots**") on the Platform (including the use or attempted use of Bots to sell or purchase SREC Tokens on the Platform);

- knowingly purchase or offer for sale any SREC Token that is stolen or otherwise taken from its rightful owner;
- use or attempt to use another user's account or wallet without authorization from that user; or
- use the Brytr Services for money laundering, terrorist financing, or other illicit finance activity, to engage in price manipulation, fraud, or other deceptive, misleading, or manipulative activity, to buy, sell, or transfer stolen items, fraudulently obtained items, items taken without authorization, or any other illegally obtained items, or, unless expressly authorized in writing by CarbonEnfo, to carry out any financial activities subject to registration or licensing

You acknowledge sole responsibility for, and assume all risk arising from, your use of or reliance on any Third-Party Content. We reserve the right to investigate, or retain a third party to investigate, violations of this Agreement or other conduct that affects our Platform, Brytr Services, our rights, or the rights of third parties. Your information may be provided to a third party to assist with those investigation efforts. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. CarbonEnfo reserves the right to immediately suspend your access to and use of the Brytr Services if CarbonEnfo suspects you have violated any obligations under this Section 8.3.

8.4 Your Content. For clarity, personal information, including financial information, that you provide to us to create a User Account or to enter a transaction with us is NOT considered "Your Content" except to the extent that, in addition to providing such information to us to create a User Account, you also post, share, or otherwise make such information publicly available to other users of the Brytr Services, in which case the information that you publicly share will be considered Your Content.

By making any Your Content available through the Brytr Services, you hereby grant to CarbonEnfo and its affiliated companies an irrevocable, non-exclusive, transferable, sublicensable, worldwide, perpetual, royalty-free license with right to use, copy, modify, create derivative works based upon, publicly display, publicly perform, and distribute Your Content (a) in connection with operating and providing the Brytr Services, and (b) for CarbonEnfo and its affiliated companies' marketing and promotional purposes

You are solely responsible for all Your Content. You represent and warrant that you have (and will maintain) all rights that are necessary to grant us the license rights in Your Content under this Agreement, and that Your Content is and will at all times throughout your use of the Brytr Services remain accurate, complete, and truthful. You represent and warrant that Your Content, your use and provision of Your Content to be made available through the Brytr Services, and use of Your Content by CarbonEnfo, its affiliates, or other users on or through the Brytr Services will not infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. Without limiting any of your obligations set forth in Section 8.3, you agree not to post, upload, publish, submit, or transmit any Platform Content, or use Your Content or any other Content in a manner, that: (i) infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, proprietary or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages conduct that violates, any applicable law or regulation or could give rise to civil liability; (iii) is fraudulent, false, misleading, or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances.

8.5 No endorsement. We do not endorse any users of our Brytr Services nor do we endorse Third Party Content, User Content, Your Content, or other products or materials available through or on the Brytr Services.

Our Platform may contain links or promotions for products and services of third parties, including companies that pay marketing or referral fees to us. Our promotion of such third-parties is intended to be a convenience to you, to introduce you to the company, and is not an endorsement of their services or products. You are never required to contact or use the services of the third parties mentioned to you by us. We disclaim any liability for any third-party information (including Third Party Content) or third-party products offered.

Third party sites will have their own terms of use, privacy policies, and security practices that are different than ours. It is your responsibility to read and understand the policies and practices of those sites before agreeing to use the site. You acknowledge sole responsibility for, and assume all risk arising from, your use of third-party sites or services.

8.6 Feedback. We appreciate feedback, comments, ideas, proposals, and suggestions for improvements to the Brytr Services that you share with us, whether on our Platform, via email to support@brytr.us, or through other means (collectively, “**Feedback**”).

Feedback shall not be considered Your Content. If you choose to submit Feedback, you agree that regardless of any confidentiality or other proprietary designation you may include with such Feedback we are free to use, modify and disclose it without any restriction or compensation to you and without attribution.

8.7 Endorsements and testimonials. You agree that any endorsements or testimonials you include in Your Content or Feedback (your “**Testimonials**”) will comply with: (a) the [U.S. Federal Trade Commission \(“FTC”\) Guidelines Concerning the Use of Testimonials and Endorsements in Advertising](#); (b) the [FTC’s Disclosures Guide](#); and (c) the [FTC’s Native Advertising Guidelines](#); and any other guidelines issued by the FTC from time to time (the “**FTC Guidelines**”), as well as any other advertising guidelines required under applicable law.

You, and not CarbonEnfo, are solely responsible for Testimonials you make regarding any product or service through the Brytr Services. We may immediately suspend or terminate your use of the Brytr Services or your associated User Account for any breach of this section.

Further, you grant CarbonEnfo and its affiliates the irrevocable, perpetual, royalty-free, non-exclusive, transferable, sublicensable, worldwide right to (i) use, in whole or in part, your Testimonials “as is”, edited, paraphrased, amplified, shortened or put in conversational form, whether made prior to or after the effective date of this Agreement, and (ii) use, copy, publish, display, create derivative works of, and combine with other Content or materials, in whole or in part, your Testimonials, in each case (i) and (ii), in connection with any research and development activities and with any advertising, marketing and promotion (including, without limitation, in any and all forms of broadcast television media, print media, and digital and social media channels and applications now known or hereafter developed) of CarbonEnfo’s or any of its affiliates’ products or services, whether existing prior to or prepared, developed or created after the effective date of this Agreement

8.8 Right to remove content. We reserve the right, but are not obligated, to monitor and to remove or disable access to any Content on the Brytr Services, including Your Content, and links, at any time, for any reason, and without notice, including without limitation if we, at our sole discretion, consider any such Content (including Your Content) objectionable, potentially in violation of applicable law, or in violation of this Agreement.

You can remove Your Content, but not your Feedback, by deleting it through our Platform. However, in certain instances, some of Your Content may not be completely removed and may continue to exist on the Platform. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) Your Content.

9.0 Termination

This Agreement (as may be amended from time to time by CarbonEnfo) will continue to apply to you and your use of our Platform or Brytr Services until your account or relationship with us is terminated.

We reserve the right to suspend, cancel, or terminate your access to our Platform or Services, in our sole discretion, at any time, and without prior notice with or without cause. We may suspend, cancel, or terminate your User Account if we believe you are using it for a purpose that is unauthorized, improper, illegal, or that could harm our company, our customers, or third parties. In addition, if you fail to comply with any terms and conditions of this Agreement, then your access to our Platform or Services may be automatically terminated, without notice to you. You agree that we will not be liable to you or any third party for any termination of your account or access.

You may also cancel your User Account at any time by sending an email to us at support@brytr.us.

Upon any termination, discontinuation, or cancellation of the Brytr Services or your User Account, the following provisions will survive: Section 3, 8, 10-13, and 15.

NOTE: Termination of your access to the Platform or the Brytr Services or voluntary termination of your User Account does not automatically result in destruction of digital assets stored in any non-custodial digital wallet managed on your behalf by CarbonEnfo. It may, however, result in your inability to further access the contents of that non-custodial digital wallet.

10.0 Warranty disclaimers

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Platform for any reconstruction of any lost data. **TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR (A) ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OR ACCESS TO INFORMATION OBTAINED THROUGH THE PLATFORM OR BRYTR SERVICES, OR YOUR DOWNLOADING OF ANY MATERIAL POSTED OR LINKED TO THE PLATFORM OR BRYTR SERVICES, (B) ANY IDENTIFICATION, MISIDENTIFICATION, OR IMPERSONATION OF ANY USER OF THE BRYTR SERVICES, OR (C) ANY LOSS OR DAMAGE ARISING FROM OR IN ANY MANNER IN CONNECTION WITH THIS AGREEMENT.**

THE BRYTR SERVICES AND CONTENT ARE PROVIDED “AS IS” AND “WHERE IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Brytr Services or any Content will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Brytr Services.

Transactions on the Platform may use experimental Smart Contract and blockchain technology, including non-fungible tokens, cryptocurrencies, consensus algorithms, and decentralized or peer-to-peer networks and systems, including governance by decentralized autonomous organization. You acknowledge and agree that such technologies are experimental, speculative, and inherently risky and may be subject to bugs, malfunctions, timing errors, hacking, and theft, or changes to the protocol rules (*e.g.*, “forks” and “merges”), which can adversely affect the Smart Contracts and may expose you to a risk of total loss, forfeiture of SREC Tokens, or lost opportunities to buy or sell SREC Tokens.

11.0 Indemnity

You will indemnify, defend, and hold harmless CarbonEnfo, its affiliates and their respective officers, directors, employees, shareholders, contractors, and agents, from and against any and all claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Brytr Services or any Content; (b) Your Content; (c) your violation of this Agreement or of any regulation or law in connection with the Brytr Services or this Agreement; (d) any action by a Buyer of SREC Tokens regarding a dispute over SREC Tokens or the underlying SRECs; or (e) the acts or omissions of any third party related to your use of the Platform, Brytr Services, Your Content, or other Content.

12.0 Limitation of liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising from your use of the Platform and Brytr Services remains with you.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER CARBONENFO NOR ANY OTHER OF ITS SERVICE PROVIDERS OR THIRD PARTIES INVOLVED IN CREATING, PRODUCING, PROMOTING, OR DELIVERING THE PLATFORM OR BRYTR SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, MULTIPLE OF DAMAGES, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OR INABILITY TO USE THE PLATFORM OR BRYTR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CARBONENFO HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF CARBONENFO, ITS AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, SHAREHOLDERS, CONTRACTORS, AGENTS, OFFICERS, AND DIRECTORS, TO YOU OR ANY THIRD-PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE FEES YOU HAVE PAID CARBONENFO DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CARBONENFO AND YOU. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF DAMAGES SET FORTH ABOVE DO NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13.0 Dispute Resolution

13.1 Governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia including any conflicts of law provisions of the laws of the State of Georgia.

13.2 Class waiver. YOU AND CARBONENFO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. If the parties' Dispute is resolved through arbitration, the arbitrator shall not consolidate another person's claims or otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this "Dispute Resolution" section shall be null and void.

13.3 Mandatory Arbitration. The parties hereto agree that any claim, controversy, or dispute arising out of or relating to this Agreement, or the breach, enforcement, interpretation, termination, or validity of this Agreement or use of the Platform or Brytr Services (collectively "**Disputes**") will be resolved solely by binding, individual arbitration, except that you and CarbonEnfo retain the right to: (a) bring an individual action in small claims court if it qualifies; and (b) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent (or enjoin) the infringement or

misappropriation of a party's patent, copyright, trademark, trade secret, or other intellectual property rights. The arbitration will be administered by the AMERICAN ARBITRATION ASSOCIATION ("**AAA**") in accordance with the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes (the "**AAA Rules**") then in effect. A party who desires to initiate arbitration must provide the other party with a written demand for arbitration as specified in the AAA Rules. The parties agree that the arbitrator will have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of this Section 13, and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within ten (10) days of delivery of the demand for arbitration, then either party may request that the AAA appoint the arbitrator in accordance with AAA Rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. The prevailing party in any Dispute arising out of this Agreement shall be entitled to recover their reasonable attorneys' fees, costs, and expenses from the non-prevailing party.

13.4 Injunctive and declaratory relief. The court of competent jurisdiction hearing any dispute shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

13.5 Severability. Except as provided in Section 13.2 of this Agreement ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of this Agreement is invalid or unenforceable, the other parts of this Agreement will still apply.

14.0 Giveaways and Promotions

CarbonEnfo may, from time to time, run various giveaways or promotions. The terms and eligibility to participate in of those giveaways and promotions may vary. Unless otherwise stated in the giveaway rules, prizes are non-transferable. No substitution, cash redemption, assignment, or transfer of prize is permitted, except by CarbonEnfo, who reserves the right in its sole discretion to substitute a prize with another prize of greater or equal value. All federal, state, and local taxes, if any, related to a prize are the responsibility of the individual winner. Any disputes regarding giveaways or promotions shall be governed by this Agreement's Indemnity, Dispute Resolution, and Limitation on Liability provisions.

CarbonEnfo reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the giveaway process or operating in a way which is a violation of this Agreement, the giveaway rules, or in any unsportsmanlike or disruptive manner. Any attempt by any individual to deliberately undermine the legitimate operation of a giveaway may be in violation of criminal and civil laws and CarbonEnfo reserves the right to seek damages from any such person to the fullest extent permitted by law. All giveaways and promotions will be void where prohibited or restricted by law. Potential giveaway winners are subject to verification by CarbonEnfo, whose decisions are final and binding in all matters related to any giveaways or promotions.

15.0 General terms

15.1 Ownership of Brytr Services. CarbonEnfo and its licensors exclusively own all right, title, and interest in and to the Brytr Services, including all associated intellectual property rights. You acknowledge that the Brytr Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Brytr Services.

15.2 Whole agreement. This Agreement supersedes and replaces any and all prior oral or written understandings or agreements between CarbonEnfo and you regarding the Brytr Services.

15.3 Survivability. With the exception of any of the provisions in the “Class Waiver” subsection above, if any provision of this Agreement is held invalid or unenforceable (either by an arbitrator appointed pursuant to the terms of the "Dispute Resolution" section above or by court of competent jurisdiction), that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

15.4 Assignment rights. You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer this Agreement, without such consent, will be null and void. CarbonEnfo may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors, and permitted assigns.

15.5 Notices. To the fullest extent of the law, any notices or other communications provided by CarbonEnfo under this Agreement, including those regarding modifications, will be given to you by via email or by posting to the Platform. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

15.6 No waiver. CarbonEnfo’s failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of CarbonEnfo. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

15.7 Force Majeure. If either party is wholly or partly unable to perform its obligations under the Agreement by reason of any event beyond its reasonable control (an “*Event of Force Majeure*”), such party shall be relieved of such obligations to the extent, and for the period, that it is affected by the Event of Force Majeure. An Event of Force Majeure may include, but not necessarily be limited to, fire, flood, earthquake, civil disturbance, war rationing, embargoes, strikes or lockouts, acts of God, or acts of government. The party affected by the Event of Force Majeure shall use all reasonable efforts (having regard to industry practices) to remedy the situation and remove, so far as possible and with reasonable dispatch, the cause of its inability to perform.

15.8 Captions. The captions in this Agreement are for convenience of reference only and shall not govern the interpretation of any of the provisions hereof.

16.0 Questions or Feedback

Have a question about this Agreement? Love our services? Have an idea to make Brytr even better?

We welcome questions and feedback via email at support@brytr.us.