



User Content Submission Terms and Conditions

IMPORTANT

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND ELECTRIFY AMERICA, LLC. YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT (THE “TERMS” OR “AGREEMENT”).

These Terms govern any submission you make to the eachargeon.com website or other platform operated by Electrify America, LLC (“us,” “we,” or “our”) in connection with our Charge On promotional campaign (the “Promotion”). By submitting or providing any content to us, including, without limitation, any text, images, photographs, audio or video recordings, social media posts, artwork, designs, or any other materials of any kind, in any existing or future media (collectively, “Content”), you accept and agree to these Terms. If you do not agree to the Terms or perform any and all obligations you accept under the Terms, then you may not provide or submit any Content to us.

For information about how we may collect, use, disclose, and otherwise process any personal information you provide to us as part of the Content, please review our Privacy Policy and the Supplemental Privacy Notice.

THESE TERMS OF USE CONTAIN ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS SPECIFIED BELOW IN SECTION 10.5 OR IF YOU OPT-OUT. PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS IN SECTION 10.5 BELOW WHICH DESCRIBES YOUR RIGHT TO OPT-OUT. THESE TERMS FORM AN ESSENTIAL BASIS OF OUR AGREEMENT. PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

1. License.

1.1 Grant of Rights. You hereby grant to Electrify America and its current or future affiliates and each of their respective, permitted sublicensees, successors and assigns (collectively, “Electrify America”) a nonexclusive, royalty-free, perpetual, irrevocable, freely transferable and sublicensable, worldwide right and license to use, reproduce, distribute, display, perform, modify, create derivative works, and otherwise exploit the Content in any and all formats and media, whether now or hereafter known or devised, for purposes of promoting, marketing, advertising, publicizing, and operating Electrify America’s products, services, programs, and related promotions.

For purposes of clarity and without limiting the foregoing, you acknowledge and agree that the rights and license granted to Electrify America under this Agreement include Electrify America’s rights: (a) to modify, edit, combine with other materials (including, but not limited to, in combination or conjunction with your

name or any other name, or no name), translate, include in collective works, and create derivative works of the Content in whole or in part (collectively, "Adapt," "Adapted," and "Adaptation" have correlative meanings); and (b) to reproduce, perform (publicly or otherwise), display (publicly or otherwise) and transmit the Content, in whole or in part, as provided by you or as Adapted for such purposes and uses as are permitted under this Section.

1.2 Exercise of Rights. Electrify America may exercise the rights granted in Section 1.1 directly or through its employees, agents, contractors, promotional partners or licensees. Electrify America may remove or refuse to use any Content in its sole discretion.

1.3 Waiver of Moral Rights. To the fullest extent permitted by applicable law, you hereby knowingly, voluntarily, and irrevocably waive all rights of attribution and integrity and any other rights in or to the Content arising under Section 106A of the Copyright Act, 17 U.S.C. § 106A, or under any other applicable law of the United States or any state, country, or other jurisdiction that acknowledges or confers rights of the same or similar nature. To the extent this waiver is not permitted by applicable law, you hereby agree not to enforce such rights against Electrify America or any individuals or entities acting on behalf of Electrify America or permitted to receive or use copies of the Content under this Agreement.

1.4 Waiver of Right to Inspect. You hereby knowingly, voluntarily, and irrevocably waive all rights that you may have to inspect or approve the Adaptations or the uses thereof that are contemplated hereunder.

1.5 Release and Covenant Not to Sue. You hereby agree not to sue, and you irrevocably and unconditionally release, waive, and forever discharge Electrify America, from any and all liabilities, claims, or demands of any kind or nature whatsoever, in law or equity (including but not limited to any claims of invasion of privacy, defamation, violation of moral rights or rights of publicity, or any infringement, misappropriation, or other violation of any copyright or any other intellectual property right), whether known or unknown, that you or any of your assigns, successors, heirs, agents, and/or representatives ever had, now has, or in the future may have against Electrify America arising out of or related to Electrify America's use of any Content, but expressly excluding claims for breach of these Terms by Electrify America. This release will be binding on any and all of your assigns, successors, and heirs.

1.6 No Compensation. You acknowledge and affirm that you will not receive any compensation for Electrify America's use of any Content, and, further, that the only consideration for your executing this Agreement is your ability to participate in the Promotion by submitting Content to us and the mutual promises and undertakings contained herein.

2. Ownership.

2.1 You will own and retain all right, title, and interest in and to the Content, subject to the license granted in Section 1.1. Electrify America will own and retain all right, title, and interest in and to all Adaptations of the Content made by, or by any third party for the benefit of, Electrify America, subject to your rights in the underlying Content.

3. Use of Your Name, Likeness, and Information. You irrevocably consent to Electrify America's use of your name, image, likeness, and biographical information included in the Content in any and all media and by any and all technologies and means of delivery now or hereafter known or devised in connection with the Content and any Adaptations, including to advertise and promote the products, services provided by Electrify America, in whole or in part, as provided by you unmodified or as Adapted, without further consent from, or any payment or compensation to, you.

4. Attribution. Electrify America shall have the right, but not the obligation, to provide you with attribution for your Content in connection with any publication of such Content. No failure of Electrify America or any third party to accord such attribution will constitute a breach of this Agreement.

5. Privacy.

5.1 You understand, acknowledge, and agree that the submission of any Content may require or involve the submission, use, and dissemination of various personally identifiable information including, but not limited to, your phone number, email address, and mailing address. Electrify America's collection, use, disclosure and retention of personal information is governed by the Electrify America Privacy Policy and Supplemental Privacy Notice for Content Submissions.

5.2 You acknowledge that once Content has been publicly posted, used in promotional materials, or incorporated into marketing assets, it may not be possible for Electrify America to remove all existing copies.

6. Representations and Warranties.

6.1 Mutual Representations and Warranties. Each party represents and warrants that it has the full right, power, and authority to enter into, perform, and grant the rights and licenses it grants and is required to grant under this Agreement.

6.2 Your Representations and Warranties. By providing the Content to us, you hereby represent and warrant that:

- (a) the Content is your sole and original creation;
- (b) you are the sole and exclusive legal and beneficial owner of the entire right, title, and interest in and to the Content, including all copyrights and other intellectual property rights therein;

(c) you have not granted will not grant any license, lien, security interest, or other encumbrance in, to, or under the Content, and have not and will not enter into any license or contractual or other obligation that could conflict or interfere with Electrify America's receipt or exercise of its rights or license hereunder;

(d) you have obtained, in legally binding and irrevocable written instruments, all such written and signed licenses, permissions, waivers, and consents, including those relating to publicity and privacy, as are or reasonably may be expected to be necessary for Electrify America to fully and lawfully exercise Electrify America's rights and licenses under this Agreement;

(e) any caption, text, or other information you submit for or concerning the Content is true, accurate, complete, and not misleading;

(f) you are at least eighteen (18) years of age, and no minor appears in the Content.

(g) the Content does not contain any libelous, obscene, or otherwise unlawful material, nor does it contain any instruction that is inaccurate or injurious to the user.

(h) the Content does not, and use thereof as permitted hereunder will not, violate any law or regulation or infringe or otherwise violate any right of any third party, including, but not limited to, any copyright, trademark, patent, trade secret or other intellectual property right, any right against defamation, or any right of publicity or privacy.

7. **Indemnification.** You shall indemnify, defend, and hold harmless Electrify America and Electrify America's officers, directors, employees, agents, affiliates, successors, and permitted assigns from and against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, arising out of or in connection with any third-party claim, suit, action, or proceeding relating to the Content you submit or any actual or alleged breach by you of your representations, warranties, covenants, or other obligations hereunder.

8. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ELECTRIFY AMERICA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONTENT, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR GOODWILL, EVEN IF ELECTRIFY AMERICA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ELECTRIFY AMERICA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

9. Termination. Electrify America reserves the right at any time and on any grounds, which shall include, without limitation, any reasonable belief of misuse, fraudulent or unlawful activity or actions or omissions that violate any term or condition of this Agreement, to deny your access to its Content submission platform in order to protect its name and goodwill, its business, and/or others. The provisions concerning Electrify America's proprietary rights, license to the Content, disclaimers, mandatory arbitration and class action waiver, indemnification, waiver and severability, entire agreement, and governing law will survive the termination of this Agreement for any reason.

10. Miscellaneous.

10.1 Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

10.2 Assignment. This Agreement is personal to you. You may not assign or otherwise transfer any of its rights, or delegate, subcontract, or otherwise transfer any of its obligations or performance, under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void. Electrify America may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement. This Agreement is binding on and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

10.3 Amendment and Modification; Waiver. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.4 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement nor invalidate or render unenforceable such term or provision in any other jurisdiction.

10.5 Governing Law. This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the Commonwealth of Virginia, without regard to any conflicts of law principles.



10.6 ARBITRATION. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

(a) Except to the extent governed or preempted by federal law, this arbitration and class action/jury trial waiver will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

(b) To the extent permitted by applicable law, and with the sole exception of a claim or counterclaim that you or Electrify America litigates in a small-claims court or equivalent court solely on an individual and non-class and non-representative basis, for any and all controversies, disputes, demands, claims, or causes of action between you and Electrify America (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Content or any Adaptation thereof, or relating to this Agreement (or any related or prior agreement that you may have had with Electrify America), you and Electrify America agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in Virginia, or, in the alternative, may be conducted telephonically at your request.

(c) Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one arbitrator and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules as they are amended from time to time. If the AAA is unavailable, the arbitration will be administered by such other administrator as you and Electrify America jointly agree, using the latest extant version of the AAA Consumer Arbitration Rules.

(d) You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that You file in small claims court in your state or municipality within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court and filed on an individual and non-class, non-representative basis. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in a court located in Virginia, and you hereby agree to submit to the personal jurisdiction of courts in Virginia for such purposes and forever waive any challenge to said courts’ jurisdiction and venue. You and Electrify America each agree that such a request for such emergency equitable relief will not waive any rights to arbitrate under this Agreement.

(e) You and Electrify America must abide by the following rules: (i) ANY CLAIMS BROUGHT BY YOU OR ELECTRIFY AMERICA MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (ii) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (iii) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Electrify America will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation; (iv) the arbitrator will honor claims of privilege and privacy recognized at law; (v) the arbitration will be confidential, and neither you nor Electrify America may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (vi) the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law, subject to the limitations set forth elsewhere in this Agreement.

(f) YOU MAY OPT OUT OF ARBITRATION WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THESE TERMS OF USE BY SENDING A LETTER TO: ELECTRIFY AMERICA ATTN. LEGAL DEPARTMENT, 1950 OPPORTUNITY WAY, SUITE 1500, RESTON, VIRGINIA 20190, STATING YOUR NAME, THE DATE OF YOUR SUBMISSION OF CONTENT TO US, AND YOUR INTENT TO OPT OUT OF ARBITRATION. If you opt out of arbitration, you irrevocably submit to the exclusive jurisdiction of and venue in the Virginia state courts located in Fairfax County, Virginia and the federal courts of the Eastern District of Virginia. Governing Law. This TOU has been made in and will be construed and enforced solely in accordance with the laws of the Commonwealth of Virginia, U.S.A as applied to agreements entered into and completely performed in the Commonwealth of Virginia.

10.7 Entire Agreement. This Agreement, including and together with any related attachments, is the sole and entire agreement of the parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter.