

Terms of Use

By accessing this web site, you the user are bound by the terms and conditions set forth below for your use of the web site. The site and the functions, facilities and services related thereto ("the Site") are proprietary World Wide Web services operated and maintained by Southwest Solar Guys, Inc. (SWSG) This Agreement contains the terms and conditions on which SWSG is willing to permit your use of the Site and you must accept these terms and conditions for use of the Site. Your use of the Site signifies your agreement to the terms and conditions of this User Agreement. If you do not agree with these terms and conditions, you should exit the Site now and not use the Site in the future.

1. Users

This Site may be used by you in an individual capacity or as a representative of a business entity. This Site is available only to individuals of the age of majority who can form legally binding contracts under applicable law and your use of this Site is your representation that you satisfy this requirement. You are solely responsible for maintaining the confidentiality of your password/passphrase and account. Furthermore, you are solely responsible for any and all activities that occur under or in connection with your account or which result from access to or use of the Site using your password/passphrase or account. Each user is solely responsible for his or her transmissions.

2. Prohibited Uses

a) You agree that you will not use the Site: (i) in a manner that is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; (ii) to invade the privacy of others; (iii) to violate, plagiarize, or infringe on the intellectual property or contractual rights of any person in connection with any use of the Site; (iv) to transmit unlawful, fraudulent, offensive, obscene, pornographic, defamatory, abusive, threatening, discriminatory or otherwise objectionable material, or to encourage conduct that would give rise to civil liability of any manner.

b) You agree that you will not: (i) violate, or assist in violating, the security of the Site, whether intentionally, negligently or otherwise; (ii) impersonate SWSG personnel or other persons or entities; (iii) use any electronic mail message, device, software or programming routine that may impair, interfere or impose an unreasonable burden on the Site or SWSG; (iv) intercept or expropriate any system, data or information of this web Site; or (v) resell, assign or transfer, in whole or in part, your right to use the Site.

3. Proprietary Materials

The Site contains trademarks, copyrights and other proprietary information and materials. This Site and all such materials are owned or licensed by us. Everything on this Site is copyrighted. You agree not to publish, modify, create derivative works from, sell or otherwise transmit or exploit any of such proprietary materials without the express written permission of the owner of the rights to

such materials. You agree not to remove any copyright, trademark, or other proprietary notice or legend contained on this Site or on any materials obtained through this Site.

4. User Information; Privacy

You should review our current Privacy Policy which is incorporated in this Agreement by reference. We reserve the right to disclose non-personally identifiable information regarding you to third parties, and any information required to be disclosed by law to government authorities.

5. No Warranties

a) The information and services included in or available through the Site may include inaccuracies or errors. SWSG may make improvements and/or changes to the Site at any time without notice. SWSG does not guarantee that access to or use of the Site will be uninterrupted or error free, that bugs or malfunctions will be corrected, or that the Site and its servers are free of harmful components. SWSG does not guarantee that the uses of its Site, or the materials provided within the Site, are accurate, without error, or reliable.

b) You acknowledge and agree that SWSG is not responsible or liable for messages you receive, even if they are unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable, or infringe the intellectual property or other rights of another.

c) You acknowledge that SWSG will not be responsible for any injuries or damages connected with the use of, loss of use of, or inability to use, the Site. SWSG does not guarantee that message keys will always be available. SWSG does not take responsibility if keys are lost for any reason. The user is solely responsible for any and all information that he or she transmits using the Site. SWSG will not be responsible or liable for any product acquired or requested using the Site. The user's sole and exclusive remedy is to discontinue their use of the Site.

d) YOU AGREE TO ACCEPT THE SITE "AS IS" AND TO USE IT AT YOUR SOLE RISK. SWSG DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. YOU AGREE THAT SWSG WILL HAVE NO LIABILITY FOR INJURIES OR DAMAGES OF ANY KIND WHATSOEVER. THIS SECTION 5 IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND SWSG. NEITHER THE SITE NOR THE SERVICE WOULD BE MAINTAINED WITHOUT SUCH DISCLAIMERS AND LIMITATIONS OF LIABILITY IN EFFECT.

6. Indemnification

You agree that SWSG, its subsidiaries, officers and employees, will not be held responsible for any third party claim, demand, or damage, including reasonable attorneys' fees, arising out of your use of the Site.

7. Export Control Laws

Export of any information from this Site is subject to all United States Export Control laws. No content from this Site may be downloaded or otherwise exported in violation of these or any other laws.

8. Amendment to User Agreement

SWSG has the right to amend this User Agreement at any time by posting the amended User Agreement on this Site. The amended User Agreement will be effective on the date specified in the posting. Your use of the Site following the effectiveness of any notice of amendment will indicate your acceptance of the amended User Agreement.

9. Governing Law and Jurisdiction

This User Agreement and all other aspects of your use of the Site shall be governed by the laws of the State of California, without regard to its conflicts of laws principles. The parties submit to the jurisdiction of and agree that all claims and disputes arising out of this User Agreement or your use of the Site shall be submitted to and resolved by binding arbitration in San Diego, California pursuant to the rules of the American Arbitration Association, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or SWSG may seek any interim or preliminary relief from a court of competent jurisdiction necessary to protect the rights or property of you or SWSG pending the completion of arbitration.

10. Entire Agreement

This User Agreement and all materials incorporated by reference constitute the entire understanding between you and us with respect to your rights and obligations as a user of the Site. If any provision of this User Agreement is held to be invalid or unenforceable, that provision shall be struck and the remaining provisions shall be enforced. The failure by SWSG to enforce any provision of this User Agreement at any time is not a waiver of any provision or right.

11. Links to Third-Party Sites, Advertisers and Promotions

a) The links included within this Site may allow you leave the Site and visit third party sites. These third party sites are not under the control of SWSG. SWSG will not be responsible for the contents of any third party site nor is SWSG responsible for the functionality of any third party site. SWSG provides links between our Site and third party sites to you strictly as a convenience. A link's inclusion in this Site does not constitute an endorsement the site or its operators or of the goods or services provide by or accessed through said site.

b) Any promotions sponsored by advertisers on the Site or your dealings with said advertisers are matters solely between you and that advertiser or third party. SWSG will not be responsible in whole or in any part for any such connections or dealing with advertisers, third parties or their promotions.