



### **About Green Power Labs Inc:**

Green Power Labs is a company of solar resource experts and engineers. As solar resource experts we provide solar resource mapping, monitoring and forecasting services. As solar engineers we assist municipal, commercial and institutional clients with assessment, planning and implementation of solar technologies. We have three major service lines. "Solar for the Built Environment" line provides comprehensive solar engineering services to architects and building owners and managers assisting them in the deployment of the complete suite of solar technologies. "Solar for Community Energy Planning" provides sustainable energy planning services for communities and municipalities; we build solar generation potential maps of communities and assist them in implementing their sustainable energy plans. "Solar for Utility Scale Energy Generation" provides project feasibility consulting services as well as solar engineering services to utility-scale project developers as well as financiers and other project partners. This includes our proprietary high resolution solar mapping, monitoring and forecasting service for utility-scale solar power projects.

### **TERMS OF SERVICE**

**Because of our interest in promoting use of solar thermal and photovoltaic technology in North America we provide FREE access to SolarRating Online. WE WILL NOT CONTACT YOU IN ANY FORM TO SELL OR PROMOTE USE OF ANY SPECIFIC SOLAR TECHNOLOGY. GREEN POWER LABS PROVIDES THIS SERVICE IN THE INTEREST OF SOLAR EDUCATION ONLY.**

The following agreements and resources below govern your use of any of Green Power Labs' services, including mobile and online services and services offered through your software:

[Terms of Service](#)

[Privacy Policy](#)

[Copyright Policy](#)

### **Terms of Service:**

#### **Introduction**

Last revised January 5, 2010

Please read these Terms of Service ("Terms") carefully as they contain the legal terms and conditions that you agree to when you use the solar rating and suitability assessment services provided to you by Green Power Labs Inc., provided through [www.greenpowerlabs.com](http://www.greenpowerlabs.com) and derivative sites on which these Terms are posted (collectively, "the Service" or "the Site"). By using our Service you agree to be bound by Part A of these Terms which contains provisions applicable to all users of our Service, including casual visitors. If you choose to create an account, you will be asked to check a box to indicate that you have also read and agree to be bound by the additional wording set out in Part 2 of these Terms.

## **Part 1: Provisions applicable to all Users of the Service (Whether Registered or Not)**

### **1. Operator**

This Service is operated by Green Power Labs Inc., a company incorporated under the laws of the province of Nova Scotia whose principal business address is 1 Research Drive, Dartmouth, NS B2Y 4M9 Canada. Green Power Labs is also referred to in these Terms as "we" and "us".

### **2. Purpose of the Service**

Green Power Labs offers solar rating and suitability assessment services that provide the ability to view, share and store and print digital solar rating reports through a range of electronic devices including personal computers and hand-held devices.

### **3. Availability**

Green Power Labs uses reasonable endeavours to ensure that the Service is available 24 hours a day 7 days a week. However, there will be occasions when the Service will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment that are beyond the control of Green Power Labs. Every reasonable step will be taken by us to minimize such disruption where it is within the reasonable control of Green Power Labs. **You agree that Green Power Labs shall not be liable to you for any modification, suspension or discontinuance of the Service. You are responsible for creating backups of any content you post to the Service.**

### **4. Privacy**

We are firmly committed to safeguarding your privacy. Please review Green Power Labs' [Privacy Policy](#). The terms of our privacy policy are incorporated into, and considered part of, these Terms.

### **5. Trademarks**

All brand, product and service names used in this Service which identify Green Power Labs are proprietary marks of Green Power Labs Inc. Nothing in this Service shall be deemed to confer on any person any license or right on the part of Green Power Labs Inc. with respect to any such image, logo or name.

### **6. Copyright**

Green Power Labs Inc. is, unless otherwise stated, the owner of all copyright and database rights in the Service and its contents. You may not publish, distribute, extract, re-utilize or reproduce any such content in any material form (including photocopying or storing it in any medium by electronic means) other than in accordance with the limited use license set out in our [Copyright Notice](#).

### **7. External Links**

From time to time Green Power Labs may provide links that will take you to other, third party websites. These links are provided for your convenience. If you decide to access linked websites you do so at your own risk. We do not endorse or take responsibility for the content on other websites or the availability

of other websites and you agree that Green Power Labs is not liable for any loss or damage that you may suffer by using other websites.

## **8. Amendment of the Terms**

We reserve the right to amend these Terms from time to time. If you have registered an account, we shall notify you of any material changes to these Terms by email sent to the address you have provided to Green Power Labs for your account. If you continue to use the Service once you have been notified of the changes to these Terms, you will be deemed to have accepted those changes.

## **9. Applicable Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of the Province of Nova Scotia, Canada. Any disputes arising under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the provincial and federal courts of the Province of Nova Scotia.

## **10. Disclaimer of Warranty and Limitation of Liability**

THE SERVICE, GREEN POWER LABS'S SITES AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY LAW, GREEN POWER LABS INC. DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THIS SERVICE. WE DO NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SITE OR THE SERVERS THAT SUPPORT IT WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY CONTENT RELATED TO PRODUCTS ON THIS SITE.

YOU UNDERSTAND AND AGREE THAT THE SUBMISSION OF ANY DIGITAL CONTENT TO GREEN POWER LABS, AND THE DOWNLOAD OR UPLOAD OF ANY MATERIAL THROUGH THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO YOUR CONTENT OR IMAGE OR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT MAY RESULT IN THE DOWNLOAD OR UPLOAD OF ANY MATERIAL. **YOU ARE SOLELY RESPONSIBLE FOR CREATING BACK-UPS OF YOUR DIGITAL CONTENT.** IN THE EVENT OF ANY LOSS OR DAMAGE TO YOUR REPORT (S), GREEN POWER LABS SHALL BE LIABLE ONLY FOR THE REPLACEMENT OF THE LOST OR DAMAGED REPORTS. EXCEPT AS EXPRESSLY PROVIDED IN THE PRECEDING PARAGRAPH, TO THE FULLEST EXTENT ALLOWED BY LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY AND PUNITIVE DAMAGES ARISING OUT OF (I) THE USE OF OR INABILITY TO USE GREEN POWER LABS'S SITE OR THE SERVICE, (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE OR THE SERVICE, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (V) ANY OTHER MATTER RELATING TO THE SITE OR THE SERVICE OR PRODUCTS OFFERED ON THE SITE, EVEN IF GREEN POWER LABS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME PROVINCES/STATES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO

YOU. IN SUCH PROVINCES/STATES, GREEN POWER LABS'S LIABILITY IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL IN NO EVENT EXCEED \$25.00.

## **11. Conduct**

You agree not to use the Service:

- a. for any unlawful purposes;
- b. to upload, post, order for print, email or otherwise transmit or communicate any material that you do not have a right to transmit or communicate under any contractual or fiduciary relationship or which infringes any copyright, trade mark, patent or other intellectual property right or any moral right of any party including, but not limited to Green Power Labs;
- c. to forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;
- d. to attempt to post any material by any method to another user's account without permission
- e. to upload, post, email or otherwise transmit any material which is likely to cause harm to Green Power Labs or anyone else's computer systems, including but not limited to that which contains any virus, code, worm, data or other files or programs designed to damage or allow unauthorized access to the Service which may cause any defect, error, malfunction or corruption to the Service;
- f. to impersonate any person or entity, or otherwise to misrepresent your affiliation with a person or entity; or
- g. to collect, intercept or harvest screen names, to collect, intercept or store personal data about other users of the Service or to solicit or attempt to discover a user's password, screen name or other registration information without the user's express knowledge and consent.

You further agree that you shall not:

- h. interfere with or disrupt (or attempt to interfere with or disrupt) this Service or servers or networks connected to this Service, or to disobey any requirements, procedures, policies or regulations of networks connected to this Service;
- i. resell the Service or any portion of the Service

## **12. Indemnification**

You understand and agree that you are personally responsible for your behaviour in connection with the Service. You agree to indemnify, defend and hold harmless Green Power Labs, our subsidiaries, affiliated companies, joint ventures, business partners, licensors, employees, agents and any third-party information providers to the Service from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of (a) images or other content you post to the Site or submit through the Service, (b) use or misuse of the Service by you or any other person who accesses the Service using your account, (c) any violation of these Terms of Service or (d) any violation of any rights of a third party.

## **13. General**

These Terms constitute the entire agreement between Green Power Labs and you with respect to your use of the Service. Green Power Labs' failure to enforce any right or provision in these Terms shall not

constitute a waiver of such right or provision. If a court should find that one or more rights or provisions contained in these Terms to be invalid, you agree that the remainder of the Terms shall be enforceable.

#### **14. Comments**

Comments or questions about the Service can be directed to [customerservice@greenpowerlabs.com](mailto:customerservice@greenpowerlabs.com) or by telephone at (877) 333-6475. Please note that telephone calls made by you to Green Power Labs may be randomly recorded and monitored for training and quality assurance.

#### **Part 2: Additional Provisions Applicable to Registered Members and Customers**

In addition to the provisions of Part 1 of these Terms, the following provisions shall apply to registered members and customers of the Service.

#### **15. Registration**

To create an account on this Service you must be 18 years or over.

#### **16. Password**

When you register as a member you will be asked to provide a password. As you will be responsible for all activities that occur under your password, you should keep your password confidential. You must notify Green Power Labs immediately of any unauthorized use of your password or if you believe that your password is no longer confidential. We reserve the right to require you to alter your password if we believe that your password is no longer secure.

#### **17. Storage Policy**

Green Power Labs provides free online storage of solar rating reports for an initial period of 12 months from the date you created your account. **We may change this policy at any time, upon reasonable notice to you.**

#### **18. Suspension and Termination of Access to the Service**

You agree that Green Power Labs may at any time without notice:

- a. refuse to accept your application to register an account;
- b. move, change, or suspend any part of the Service; or
- c. refuse to fulfill any order, or any part of any order or terminate your account and delete any content stored in your account if, in Green Power Labs' sole discretion, you fail to comply with any of these Terms or if a competent regulatory authority requires us to do so.

## **Privacy Policy for Green Power Labs Inc.**

Last Revised January 5, 2010

**We at Green Power Labs Inc. have a firm commitment to safeguarding the privacy of our customers. This page will inform you about our information gathering and dissemination practices for Green Power Labs and all of our services (the "Service").** If you have questions or concerns regarding this policy, you should contact [privacyquestions@greenpowerlabs.com](mailto:privacyquestions@greenpowerlabs.com). Green Power Labs is also referred to in this Statement as "we" and "us".

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### **Introduction**

#### **Your Solar Rating and Suitability Assessment Reports**

Green Power Labs is committed to providing you with a safe environment to create and print your solar rating reports. Your reports are password protected and are not visible to others.

#### **Your Personal Information**

Green Power Labs will not at any time contact you to sell, promote any solar technology. We only use your personal information to conduct business solely related to your SolarRating Online account. Your personally identifiable information will not be rented, sold or shared with any third party, except as described in this Privacy Statement or as otherwise agreed by you. Green Power Labs may disclose information it has collected from any member of the Service and/or content any member has made available on the Service when it believes in good faith that the law or legal process requires it, or when it is necessary to do so to protect the rights or property of Green Power Labs or others.

**We may change this Privacy Policy without notice from time to time. Please visit this page for updates and changes. Regardless of later changes or updates, Green Power Labs will not use your information in a new way without first providing you with an opportunity to opt-out.**

**Also, if you have not already done so, please click [here](#) to review the Terms of Service that govern your use of the Service. Our privacy policy is considered part of the [Terms of Service](#).**

### **Information We Collect and How We Use It**

#### **Information You Explicitly Provide**

In order to establish your account for SolarRating Online you will be asked to provide certain potentially personally identifiable information to us, specifically your email address. We will use that information to process and respond to communication FROM YOU ONLY concerning your SolarRating Online report. We

will not share your personally identifiable information with any other third parties. We use aggregate non-personal information (i.e. information that does not include personally identifiable data) for statistical analysis of user behaviour and content improvement.

### **Information We Automatically Collect**

#### *Cookies and Invisible Gifs (also known as "Clear Gifs," "Web Bugs" and "Tracker Gifs")*

Generally speaking, we use cookies and invisible gifs to track users of the Service. For example, when you visit SolarRating Online , we assign you a unique User ID and store it on your computer in the form of a cookie (unless your browser's cookie support has been disabled). Through the use of cookies, User IDs, and invisible gifs, we are able to optimize the performance and functionality of our site.

#### *Disabling Cookies*

If you are uncomfortable with the idea of your information being stored in cookies, we recommend disabling cookie support in your browser, though please understand this may limit the performance and functionality of SolarRating Online. Your browser documentation will provide specific procedures for disabling cookie support.

### **Information Sharing**

#### **Third Party Service Providers**

We do not share your personally identifiable information with anyone. Green Power Labs has various partners that allow us to offer SolarRating Online through the partner's website. Please read the Terms of Services and Privacy Policy of these partner sites.

#### **De-Activating Your Green Power Labs Account**

If you want to de-activate your account with Green Power Labs, please send an email to [customerservice@greenpowerlabs.com](mailto:customerservice@greenpowerlabs.com) with your request. Please be sure to include the email address of the account you wish to de-activate. Your account will be de-activated.

#### **Security**

The Service has security measures in place to protect the loss, misuse and alteration of the information under our control. We have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online. Except as otherwise stated in this Privacy Statement, access to that data is limited to authorized Green Power Labs staff members and is further restricted by password protection mechanisms.

### **Other Sites**

#### **Links to Other Sites**

This site may contain links to other sites. Green Power Labs is not responsible for their privacy practices or the content of such other websites.

### **Contact information on privacy**

If you have any questions about this privacy statement, the practices of the Service, or your dealings with us, you can email your questions to [customerservice@greenpowerlabs.com](mailto:customerservice@greenpowerlabs.com).

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