



**NPower Inc.  
Terms & Conditions**

**Effective: March 9, 2026**

**Introduction.** These Terms & Conditions (“Terms”) apply to [www.npower.org](http://www.npower.org) (“the Site”). Some websites and content operated or controlled by NPower (“us” or the “Organization”) may be subject to different or additional terms. By accessing such additional website or content, you agree to be bound by any additional terms that govern use of each such website or content.

***Please read the following Terms carefully as they affect your legal rights. These Terms contain an arbitration agreement that requires the use of arbitration on an individual basis to resolve disputes rather than jury or any other court proceedings, or class actions of any kind. The arbitration agreement is set forth in the “Arbitration and Waiver of Class Action” section below.***

***By accessing or using the Site, and the content or services available thereon, you signify that you have read, understand, and agree to be bound by these Terms in all respects. Such agreement will be deemed for all legal purposes to be in writing and legally enforceable as a signed written agreement. If you are not willing to be bound by each and every term or condition, or if any representation made herein by you is not true, you may not use, and must cease using, the Site. If you are an individual accessing or using the Site on behalf of, or for the benefit of, any corporation, partnership, or other entity with which you are associated, then you are agreeing to the Terms on behalf of yourself and such corporation, partnership, or other entity, and you represent and warrant that you have the legal authority to bind same to these Terms.***

The Site is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, the Site and the services offered by the Site are not available to minors.

Your use of the Site is subject to our [Privacy Policy](#), which describes our policies and practices regarding the collection, use, and disclosure of personal information.

**Online Donations.** In order to make online donations, you must submit the necessary contact and payment information, which includes or may include, without limitation, your name, billing address, credit or debit card or other payment information, and email address. You understand that any such information will be treated by us in the manner described in our Privacy Policy. By providing such information to us by any means (e.g., email, fax, telephone, mail, etc.), you agree that all such information will be accurate, current, and complete and that you have the lawful right to provide such information to us for use in processing your donations via the Site. You must be 18 years of age or older to make an online donation. By using the Site’s payment methods, you confirm that you possess the legal authority to enter into the conditions of use for the Site, including without limitation, instructing us or our authorized vendors to collect any payments from a credit or debit card, and to use the Site in accordance with these Terms. You agree that you are responsible for all charges incurred by your use of the Site and you expressly authorize us or our authorized vendors to charge the credit card (or other applicable payment mechanism) provided

by you for any donations submitted online via the Site. For assistance or questions regarding your donations, please email us at [grants@npower.org](mailto:grants@npower.org) or call us at 475.261.4980 ext. 6022

**Site Content.** Content made available through the Site, including, without limitation, trademarks, trade dress, inventions, algorithms, computer programs (in source code and object code), customer and marketing information, and other content (“Site Content”), whether registered or unregistered, may be protected by copyright, trademark, patent, trade secrets, know how, and/or other laws of the United States and other countries. You acknowledge that all intellectual property rights for the Site Content are the exclusive property of the Organization and/or its licensors and agree that you will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices. You may not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit any Site Content accessed through the Site except to the extent you are the legal owner of that Site Content or as expressly permitted in these Terms. Subject to your compliance with these Terms, the Organization grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Site on your personal device(s); and (ii) access and view the Site Content made available on or through the Site and accessible to you, solely for your personal and non-commercial use.

**DMCA Notice.** The Organization respects the intellectual property rights of third parties. The Organization responds to notices of alleged copyright infringement according to the Digital Millennium Copyright Act (“DMCA”) at 17 U.S.C. § 512 et seq. Regardless of whether or not the Organization believes that it is liable for any copyright infringement for which we are provided notice, the Organization’s response may include removing or disabling access to material claimed to be the subject of infringing activity and/or terminating an individual’s access to the Site, in the Organization’s sole discretion and operating within the parameters of the DMCA.

If you believe that your work has been copied in a manner that constitutes copyright infringement, please contact Binta Vann, Chief Marketing Officer, [Binta.Vann@npower.org](mailto:Binta.Vann@npower.org) with the following information:

- Your name, address, telephone number, and email address;
- A description of the copyrighted work that you claim has been infringed;
- A description of the allegedly infringing material and where it is located on the Site;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agents, or the law;
- A statement by you under penalty of perjury that your notice is accurate, that you are the copyright owner, or that the copyright holder has authorized you to act on its behalf; and
- Your written or electronic signature attesting to the above.

If your content has been removed from the Site in response to the Organization’s receipt of a DMCA Notification as outlined above, and you believe the removal was inappropriate, you may submit a DMCA Counter-Notification by contacting us using the information above with the following information:

- Your name, address, telephone number, and email address;
- A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, for any judicial district for which jurisdiction for the Organization would be appropriate, and

that you will accept service of process from the person who submitted the DMCA notification or an agent of such person;

- A description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement by you under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- Your written or electronic signature attesting to the above.

**No Unlawful or Prohibited Use.** As a condition of your use of the Site, you warrant to us that you will use the Site in a professional manner and in compliance with all applicable laws, including, without limitation, privacy laws, intellectual property laws, export control laws, and regulatory requirements. You further agree that you will **not**:

- use the Site for any purpose that is unlawful or prohibited by these Terms, conditions, and notices;
- use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site;
- obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Site;
- use any robot, spider, other automatic device, or manual process to monitor or copy the Site or the contents or information contained therein without our prior express written consent;
- use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted through the Site;
- copy, reproduce, alter, modify, create derivative works, or publicly display any content (except for any information in which you have an ownership interest) from the Site without our prior express written consent or the appropriate third party;
- provide us information that (i) contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, or (ii) creates liability for us or causes us to lose (in whole or in part) the services of our ISPs or other suppliers;
- frame, scrape, data mine, or collect the content of the Site in any form or manner;
- permit anyone other than yourself to use your username or password to gain access to the Site.

Additionally, you agree to take reasonable steps to maintain the privacy of your username and password and to prevent unauthorized access to or disclosure of your username and password. You are entirely responsible for maintaining the confidentiality of your password and account and for all activities that occur under your account.

In the event you gain access to information or material not intended to be accessed by you, you agree that you will immediately notify us and destroy all copies of such information in your possession and not forward such information to any third parties. For this notice, you may contact us at [info@npower.org](mailto:info@npower.org).

**Registration and Provision of Information.** The Site's public pages are available to any person. However, access to certain functionalities of the Site will require you to register with and/or provide certain information, including but not limited to your email address, to the Organization. We reserve the right, in accordance with applicable law, to decline to provide materials and/or services to any person for any or no reason. If and when you register with or provide information to the Organization, you agree to (a) provide accurate, current and complete information about yourself as prompted (including your email address) and (b) maintain and update your information (including your email address) to keep it accurate, current, and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current, or incomplete, we reserve the right to terminate this Agreement and your use of the Site, services, and/or materials. You understand that any information you provide will be handled by the Organization in accordance with its Privacy Policy.

**Links to Third Party Sites.** The Site may contain links to other web sites ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site.

By providing these links, we do not endorse, sponsor, or recommend such sites or the materials disseminated or services provided by them, and are not responsible for the materials, services, or other situations at or related to or from any other site. We are not responsible for webcasting or any other form of transmission received from any Linked Site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the site or any association with its operators. We reserve the right to disable links from any third-party sites to the Site.

Please exercise discretion while browsing the internet and using the Site. You should be aware that when you are using the Site, you could be directed to other sites that are beyond our control. There are links to other sites from the Site pages that take you outside of the Site.

**Links to Third-Party Integrations.** We may provide links to third-party integrations. Third-party integrations are websites or platforms that synchronize with our Site to provide you with additional functionality, tools, or services.

You acknowledge and agree that we are not responsible for the availability of such sites or resources and do not endorse and are not responsible or liable for any content, advertising, goods, services, or other materials on, available through, or provided by such sites or resources.

We are not responsible for the privacy or other practices of such sites and cannot guarantee the security of any personal information that you provide to such sites or that such sites collect. We encourage you to review the privacy policies and terms and conditions on those linked sites.

**Disclaimers and Limitation of Liability.** The Site and the materials located on or through the Site are provided by us for informational purposes only, with the understanding that we are not,

by the provision of these materials, engaged in the rendering of legal, financial, or other professional advice or services.

We make no representation or warranty as to the accuracy, completeness or timeliness of the information or materials. The information and material on this Site should not be relied upon or used as a basis for making significant decisions without consulting primary or more accurate, more complete, or timelier sources of information.

ANY RELIANCE ON THE INFORMATION OR MATERIAL ON THIS SITE IS AT YOUR OWN RISK. ADVICE RECEIVED VIA THE SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, PROFESSIONAL, CAREER, LEGAL, OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

THE INFORMATION, SOFTWARE, MATERIALS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. WE MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE SITE AT ANY TIME.

WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, MATERIALS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, MATERIALS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND.

TO THE MAXIMUM EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, DESIGN, ACCURACY, CAPABILITY, SUFFICIENCY, SUITABILITY, CAPACITY, COMPLETENESS, AVAILABILITY, OR COMPATIBILITY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE ORGANIZATION AND/OR ITS SUPPLIERS OR THIRD-PARTY CONTENT PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAYS, COMPUTER VIRUSES, LOSS OF USE, DATA OR PROFITS, UNAUTHORIZED ACCESS TO AND ALTERATION OF YOUR TRANSMISSIONS AND DATA, AND OTHER TANGIBLE AND INTANGIBLE LOSSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FROM ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF EMAIL MESSAGES OR OTHER COMMUNICATIONS YOU SEND US, OR FOR ANY INFORMATION, SOFTWARE, MATERIALS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE ORGANIZATION OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND AS A RESULT THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

**Electronic Communications Privacy Act Notice (18 U.S.C. 2701-2711).** We make no guaranty of confidentiality or privacy of any communication or information transmitted on the Site or any website linked to the Site. We will not be liable for the privacy of the information, e-mail addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other content transmitted over networks accessed by the Site, or otherwise connected with your use of the Site.

**Right to Refuse Service or Terminate Access.** We may prohibit you from participating in or utilizing the Site if, in our sole and absolute discretion, you show a disregard for the Terms or act in an unacceptable manner, such as with the intent to annoy, abuse, threaten, or harass any other person, or in any other disruptive manner. We also reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole and absolute discretion without notice to you.

**Suspension of Site.** If for any reason any portion of the Site is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond our reasonable control which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Site, we reserve the right, but do not assume the obligation, in our sole and absolute discretion, to prohibit you and any other individual or entity from using the Site, and to cancel, terminate, modify or suspend the Site or any portion thereof and void such information.

**Availability of Materials and Services.** The materials and/or services described in and available through the Site may not be available in your country. We make no representation that the materials or services offered via the Site are appropriate or available for use in any particular location.

Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If use of the Site and/or viewing or use of any material or content therein or services offered thereby violates or infringes any applicable law in your jurisdiction(s), you are not authorized to view or use the Site and must exit immediately. Your viewing and/or use of the Site constitutes your representation that you are unconditionally and without limitation permitted to view and use the Site and that we, our affiliates, and their owners, partners, franchisees, subsidiaries, officers, each of such person's or entities' directors, employees, contractors, agents, licensors and suppliers (collectively, the "Indemnified Parties") may rely upon such representation.

The Site is operated from the United States and it is possible that some software from the Site or the materials and services offered on the Site may be subject to United States export controls. Materials and services described on the Site and software downloaded or otherwise exported or re-exported from the Site are not intended for sale, download or export (i) into or to a national or resident of any country that is subject to a U.S. or U.N. embargo or sanction or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or anyone subject to the same or similar restrictions even if not listed on the U.S. Commerce Department's Table of Deny Orders. By downloading or using the software, materials, or services available via the Site, you represent

and warrant that you are not located in, under the control of, or a national or resident of any such country or on any of the above restricted lists or subject to such restrictions.

**ARBITRATION AND WAIVER OF CLASS ACTION.** EXCEPT AS THE TERMS OTHERWISE PROVIDE, YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND THE ORGANIZATION WILL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION AND THAT YOU WAIVE YOUR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION.

**Arbitration.** Arbitration uses a neutral arbitrator to resolve a dispute instead of a judge or jury. It results in a final and binding decision that is subject to limited appellate review. By agreeing to arbitration, you waive the right to resolve your dispute through other available processes, such as court or an administrative proceeding. An arbitrator must honor the terms in these Terms and can generally award the same damages and relief a court can award under the law, including declaratory or injunctive relief. Certain rights that you might have in court, such as access to discovery, may be unavailable or limited in arbitration.

Any dispute, controversy, or claim between you and the Organization, its agents, employees, officers, directors, principals, successors, assigns, subsidiaries, or affiliates (collectively for purposes of this section, the “Organization”) arising out of or relating to these Terms, the Site, or the associated services (collectively “Dispute”) shall be settled by final and binding arbitration.

Any arbitration will be held before a single neutral arbitrator and will be governed by the Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”) as currently in effect, and as modified by these Terms, and will be administered by the AAA. You can find the AAA Rules online at <https://www.adr.org/consumer> and you can contact AAA at 877-495-4185, [casefiling@adr.org](mailto:casefiling@adr.org), or American Arbitration Association Case Filing Services, 120 Broadway, Floor 21, New York, NY 10271 (the “AAA Notice Address”).

All Disputes shall be governed by the laws of the State of New York, without regard to principles of conflict of laws. If there is a conflict between the AAA Rules and this arbitration clause, the arbitrator shall resolve such conflicts so as to preserve the parties’ mutual obligation to arbitrate claims on an individual basis.

**Process.** You agree to first try to resolve the Dispute informally by contacting us in writing at [Finance@npower.org](mailto:Finance@npower.org) If the Dispute is not resolved within 60 days of submission, you agree that you or the Organization may initiate arbitration.

Notwithstanding the foregoing, in lieu of arbitration:

- (1) you or the Organization may assert a claim in small claims court in the United States, if your claim qualifies, provided that it is brought and maintained solely as an individual claim; and
- (2) you or the Organization may assert a claim in court to enjoin infringement or other misuse of intellectual property rights.

The arbitrator shall have sole authority to and shall address all claims or arguments by both parties, concerning the formation, legality, and enforceability of this arbitration clause, the scope

of this arbitration clause, and the arbitrability of any claim or issue arising between you and the Organization.

To initiate the arbitration process, send a letter to the AAA and to the Organization with a request for arbitration and a description of your claim. You may also send a copy to the AAA online at <https://www.adr.org>. The AAA's rules govern payment of all filing, administration, and arbitrator fees. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration.

Arbitration may be conducted at a location that is reasonably convenient for you. Upon request of either party, the arbitration shall be conducted via telephone or videoconference to the extent permitted by the AAA Rules. The arbitrator will follow these Terms and the award will be final and binding. At the conclusion of arbitration, the arbitrator shall issue a written decision explaining the basis for the award. Any awarded relief shall not exceed what is allowed by applicable law and the Terms. The parties agree that any declaratory or injunctive award may be vacated or corrected on appeal by either party to a court of competent jurisdiction for an error of law or legal reasoning. The parties shall bear their own costs and fees for any appeal. Judgment on any arbitration award may be entered in any court of competent jurisdiction. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

You agree that this arbitration section shall apply to any dispute or claim with other parties arising out of or relating to the Terms or Site, including the determination of the scope or applicability of this section, regardless of the date of accrual, except that you or any such third parties may take claims to small claims court if they qualify for hearing by such a court.

Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

If for any reason this arbitration clause is deemed inapplicable or invalid, you and we both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages.

**Mass Action Waiver.** You and the Organization acknowledge and agree that the relative benefits and efficiencies of arbitration may be lost when 100 or more arbitration claims are filed within 180 days which (1) involve the same or similarly situated parties; (2) are based on the same or similar claims which arise from the same or substantially identical transactions, incidents, alleged violations or events requiring the determination of the same or substantially identical questions of law or fact; and (3) involve the same or coordinated counsel for the parties ("Mass Action"). Accordingly, you and the Organization agree to waive the right to have any Dispute administered, arbitrated, or resolved as part of a Mass Action (though the terms of the "Arbitration" section above will continue to apply to the Dispute). In case of a dispute, the appointed arbitrator for the first matter instituted within a set of claims identified by either party shall decide whether those claims are part of a Mass Action. If no arbitrator has yet been appointed, an arbitrator shall be appointed solely to determine whether claims identified by either party are part of a Mass Action. Nothing in this provision prevents you or the Organization from participating in a mass settlement of claims.

If for any reason, notwithstanding this section, an arbitration proceeds as part of a Mass Action, the parties shall group the arbitration demands into batches of no more than 200. The batches shall be determined by listing the claimants' alphabetically (by last name or business name, as applicable)—for example, the first 200 claimants listed will be the first batch, the next 200 claimants listed will be the second batch, and so forth. The parties shall randomly assign each

batch a sequential number and arbitrate the batches one at a time, in sequential order. While one batch is being arbitrated, the arbitration provider shall hold the remainder in abeyance unless otherwise agreed by the parties or instructed by the arbitration provider. Each batch shall be resolved within 240 days of the pre-hearing conference for that batch.

***Jury Trial and Class Action Waiver.*** IF FOR ANY REASON A DISPUTE OR CLAIM MAY PROCEED IN COURT RATHER THAN IN ARBITRATION, EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY), UNLESS SUCH WAIVERS ARE UNENFORCEABLE. EXCEPT AS THE TERMS OTHERWISE PROVIDE, YOU WAIVE THE RIGHT TO A TRIAL BY JURY AND TO THE LITIGATION OF DISPUTES IN STATE OR FEDERAL COURTS OF GENERAL JURISDICTION.

You also agree that you may only resolve Disputes with the Organization on an individual basis and may not assert a claim as a plaintiff or a class member in a class action, class-wide arbitration, or consolidated or representative action, and expressly waive your right to file a class action or seek relief on a class basis.

The arbitrator may award declaratory or injunctive relief to you only on an individual basis and only to the extent necessary to provide relief warranted by the individual claim. Other rights that you would have if you went to court, such as access to discovery, also may be unavailable or limited in arbitration.

***Other.*** If any portion of this ARBITRATION AND WAIVER OF CLASS ACTION clause is determined by a court to be inapplicable or invalid, the remainder of the clause shall still be given full force and effect.

To the extent that any other provision of the Terms is found to be inconsistent with rights, duties, and requirements of this ARBITRATION AND WAIVER OF CLASS ACTION clause, or where the application of such a provision would change or render unenforceable any part of this arbitration clause, such provision shall be null and void and the terms of this ARBITRATION AND WAIVER OF CLASS ACTION clause shall control.

IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING RELEASE, THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THESE TERMS, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE. YOU HEREBY WAIVE ANY SIMILAR PROVISION IN LAW, REGULATION, OR CODE THAT HAS THE SAME INTENT OR EFFECT AS THE AFOREMENTIONED PROVISION.

***Limitation on Liability.*** You also agree that we are not responsible or liable in any way for injury, loss, or damage to your computer or interception or use of credit or debit card or other payment information, related to or resulting from use of the Site or any sites, services, or materials linked or related thereto or therefrom, nor are we responsible or liable in any way for any injury, loss,

claim, or damage relating to or resulting from any part of the Site operating or not operating on computers or networks used by you or communicating with such computers or networks.

**Indemnification.** To the fullest extent permitted under applicable law, you agree to indemnify, defend, and hold harmless the Indemnified Parties from and against any and all allegations, demands, claims, liabilities, damages, fines, losses, expenses, penalties or costs of whatsoever nature, including reasonable attorneys' fees and court costs, and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise ("Claims") arising or resulting in any way from any violation of these Terms, the services or materials provided to you as part of the Site, or any related act or failure to act by you and whether or not occasioned or contributed to by the negligence of the Organization or any agent or employee of the Indemnified Parties or any of them (except as and to the extent prohibited by applicable law) or Claims arising from your account, including, without limitation, any Claims related to infringement by you of the intellectual property rights of any person, including without limitation, copyright, patent, trade secret, trade mark, artist rights, droit moral, privacy, publicity or rights under other intellectual property laws.

Without limiting the foregoing, if you cause a technical disruption of the Site or the systems transmitting the Site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. In the event that any Claim is made or any action or proceeding is brought against the Indemnified Parties, or any of them, arising out of or connected with the Terms, any such Indemnified Party may, by reasonable notice to you, require you, at your expense, to resist such Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior written approval of such Indemnified Party, which approval shall be deemed to have been given hereby in the case of counsel acting for your insurance underwriters engaged in such resistance or defense. You shall cooperate with us in the defense of any Claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

**Jurisdiction.** The Site is controlled and/or operated from the United States and is not intended to subject us to non-U.S. jurisdictions or laws, except as otherwise expressly stated in these Terms. The Site may not be appropriate or available for use in some jurisdictions outside of the United States. If you use the Site, you do so at your own risk, and you are responsible for complying with all local laws, rules, and regulations. We may limit the Site's availability, in whole or in part, to any person, geographic area, or jurisdiction we choose, at any time and in our sole discretion.

**Governing Law.** To the maximum extent permitted by law, these Terms are governed by the laws of the State of New York and you hereby consent to the exclusive jurisdiction and venue of courts in New York in all disputes arising out of or relating to the use of the Site. You also agree that any action at law or in equity arising out of or relating to the Terms shall be filed only in the United States District Court for the District of New York, or, if there is no federal jurisdiction over the action, in the courts of the State of New York located in New York County, New York. You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

**Modification of these Terms.** We reserve the right in our sole discretion to change, modify, add, or remove the terms, conditions, and notices under which the Site is offered. It is your responsibility to check periodically for any changes we may make to these Terms. Your continued use of this Site following the effective date of changes to these Terms or other policies means you accept and consent to the changes.

**General Terms.** The following general terms apply to you and your use of the Site:

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your use of the Site.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by us with respect to such use.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, without limitation, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

Unless otherwise specified herein or agreed to by the user, these Terms constitute the entire agreement between the user and the Organization with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and the Organization with respect to the Site. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**Electronic Signature.** You represent and warrant that you have the legal right, power, and authority to agree to the Terms on behalf of yourself and the member, buyer, or supplier participating in the Site. You further agree that your use constitutes an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act (“E-Sign”) and the Uniform Electronic Transactions Act (“UETA”) and that you have formed, executed, entered into, and accepted the terms of and otherwise authenticated the Terms and acknowledged and agreed that the Terms are an electronic record for purposes of E-Sign, UETA and the Uniform Computer Information Transactions Act and, as such, are completely valid, have legal effect, are enforceable, and are binding on, and non-refutable by, you and the member, buyer or supplier on whose behalf you are acting.

**How to Contact Us.** If you have any questions regarding this Policy, your privacy, or our policies in the event of a compromise of your information, you may contact us at [info@npower.org](mailto:info@npower.org).