



PRIVACY POLICY and GENERAL TERMS OF SERVICE OF ENSO CIRCLE SPACE

Your privacy is important to us. This Privacy Policy (the “Policy”), effective February 1, 2022, outlines how Green Energy Village LLC dba Enso Circle Space and its subsidiaries and affiliates (“we” or “us”) may collect, store, and use data that we collect about you across our websites and platforms.

Please review the entire Policy and feel free to contact us using the contact information below if you have any questions. By using any of our websites, you consent to the collection, use, and disclosure of your information in accordance with the Policy.

In the event our site contains links to third-party sites and services, please be aware that those sites and services have their own privacy policies. They are not governed by our Policy. After following a link to any third-party content, you should read that site’s posted privacy policy information about how it collects and uses personal information.

You will also find below the Terms & Conditions of use of our website, products, and services. By using our website, you are agreeing to be bound by these Terms & Conditions.

I. COLLECTION OF INFORMATION.

We may collect the following kinds of information when you use any of our websites:

Information you provide directly to us. For certain activities, such as when you register, subscribe to our alerts, download our datasets, or contact us directly, we may collect some or all of the following types of information:

- Contact information, such as your full name, email address, mobile phone number, and address;
- Username and password; and
- Any other information you provide to us.

We may combine this information with information we may already have about you.

Information we collect automatically. We may collect certain information automatically when you use our sites, such as your Internet protocol (IP) address, device and advertising identifiers, browser type, operating system, Internet service provider, pages that you visit before and after using our sites, the date and time of your visit, information about the links you click, the pages you view, the general manner in which you navigate our sites, and other standard server log information. We may also collect certain location information when you use our sites, such as your computer’s IP address, your mobile device’s GPS signal, or information about nearby WiFi access points and cell towers.



We and third parties that provide content or functionality on our websites, may use cookies, pixel tags, Local Shared Objects, and similar technologies to automatically collect this information. For more information about cookies, pixel tags, Local Shared Objects, and similar technologies, please see the “Cookies” section below.

We may also collect technical data to address and fix technical problems and improve our websites, including the memory state of your device when a system or app crash occurs while using our websites. Your device or browser settings may permit you to control the collection of this technical data. This data may include parts of a document you were using when a problem occurred, or the contents of your communications. By using any of our websites, you are consenting to the collection of this technical data.

We may also receive information about you from other sources, including through third-party services and organizations. For example, if you access third-party services, such as Facebook, Google, or Twitter, through our websites to log in or to share information about your experience on our sites with others, we may collect information from these third-party services.

II. USE OF INFORMATION.

- We generally use the information we collect online to:
- Provide and improve our websites;
- Contact you, including for promotional or sales purposes;
- Fulfill your requests for products, services, and information;
- Send you promotional materials from us or on behalf of our affiliates and trusted third-party partners;
- Analyze the use of our websites and user data to understand and improve our websites;
- Customize the content you see when you use our websites;
- Prevent potentially prohibited or illegal activities and otherwise in accordance with our Terms and Conditions; and
- For any other purposes disclosed to you at the time we collect your information or pursuant to your consent.

III. SHARING OF INFORMATION.

We are committed to maintaining your trust, and we want you to understand when and with whom we may share the information we collect.

- *Authorized third-party vendors and service providers.* We may share your information with third-party vendors and service-providers that help us with specialized services, including billing, payment processing, customer service, email deployment, business analytics, marketing, advertising, performance monitoring, hosting, and data processing.
- *Corporate affiliates.* We may share your information with our corporate affiliates that are subject to this Policy.



- *Business transfers.* We may share your information in connection with a substantial corporate transaction, such as the sale of a website, a merger, consolidation, asset sale, or in the unlikely event of bankruptcy.
- *Legal purposes.* We may disclose information to respond to subpoenas, court orders, legal process, law enforcement requests, legal claims or government inquiries, and to protect and defend the rights, interests, health, safety, and security of us, our affiliates, users, or the public.
- *With your consent or at your direction.* We may share information for any other purposes disclosed to you at the time we collect the information or pursuant to your consent or direction.

If you access third-party services, such as Facebook, Google, or Twitter, through our websites to login to our sites or to share information about your experience on our sites with others, these third-party services may be able to collect information about you, including information about your activity on the our sites, and they may notify your connections on the third-party services about your use of our sites, in accordance with their own privacy policies.

If you choose to engage in public activities on our sites, you should be aware that any information you share there can be read, collected, or used by other users of these areas. You should use caution in disclosing personal information while participating in these areas. We are not responsible for the information you choose to submit in these public areas.

IV. SECURITY.

We use reasonable measures to help protect information from loss, theft, misuse and unauthorized access, disclosure, alteration, and destruction. You should understand that no data storage system or transmission of data over the Internet or any other public network can be guaranteed to be 100 percent secure. Please note that information collected by third parties may not have the same security protections as information you submit to us, and we are not responsible for protecting the security of such information.

V. YOUR CHOICES.

You may also opt out of all communications from us by contacting us using the contact information below.

You may be able to refuse or disable cookies by adjusting your web browser settings. Because each web browser is different, please consult the instructions provided by your web browser (typically in the “help” section). Please note that you may need to take additional steps to refuse or disable Local Shared Objects and similar technologies. For example, Local Shared Objects can be controlled through the instructions on Adobe’s Setting Manager page. If you choose to refuse, disable, or delete these technologies, some of the functionality of our websites may no longer be available to you.



California residents are entitled once a year, free of charge, to request and obtain certain information regarding our disclosure, if any, of certain categories of personal information to third parties for their direct marketing purposes in the preceding calendar year.

VI. COOKIES.

Cookies are small bits of information that are stored by your computer's web browser. Pixel tags are very small images or small pieces of data embedded in images, also known as "web beacons" or "clear GIFs," that can recognize cookies, the time and date a page is viewed, a description of the page where the pixel tag is placed, and similar information from your computer or device. Local Shared Objects (sometimes referred to as "Flash Cookies") are similar to standard cookies except that they can be larger and are downloaded to a computer or mobile device by the Adobe Flash media player. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit www.aboutcookies.org or www.allaboutcookies.org.

We use cookies, Local Shared Objects, and similar technologies for technical reasons to enable the efficient operation of our sites, to enhance the ease of use of our sites, and to gather statistics on how you use our sites. By using our sites, you consent to our use of cookies and similar technologies. You may opt out of cookies and similar technologies in accordance with the "Choices" section above, but please understand that certain functionalities on our sites may no longer function for you if you choose to do so.

VII. INTERNATIONAL USERS.

We maintain information in the United States of America and in accordance with the laws of the United States, which may not provide the same level of protection as the laws in your jurisdiction. By using our sites and providing us with information, you understand and agree that your information may be transferred to and stored on servers located outside your resident jurisdiction and, to the extent you are a resident of a country other than the United States, that you consent to the transfer of such data to the United States for processing by us in accordance with this Privacy Policy.

VIII. CHILDREN.

We do not knowingly collect any personal information from children under the age of 13 without parental consent, unless permitted by law. If we learn that a child under the age of 13 has provided us with personal information, we will delete it in accordance with applicable law.

IX. CHANGES TO THE PRIVACY POLICY.

We may update this Policy from time to time. When we update the Policy, we will revise the "Effective Date" date above and post the new Privacy Policy. We recommend that you review the Privacy Policy each time you visit the websites to stay informed of our privacy practices.

X. CONTACT INFORMATION.



If you have any questions about this Policy or our practices, please contact us at:

Enso Circle Space

Email: enso@ensocirclespace.com

TERMS & CONDITIONS OF SERVICE

These Terms & Conditions of Service (the “Terms”) govern your use of the website located at <https://www.ensocirclespace.com/> and any related services provided by Enso Circle Space and our subsidiaries and affiliates (“we” or “us”).

By accessing any of our websites, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from using or accessing this website or using any other services provided by us.

We reserve the right to review and amend any of these Terms of Service at our sole discretion in exchange for your continued ability to use our site. Upon doing so, we will update this page. Any changes to these Terms of Service will take effect immediately from the date of publication unless otherwise stated.

These Terms of Service were last updated on February 1, 2022 (the “Effective Date”).

I. LIMITATIONS OF USE.

By using this website, you warrant on behalf of yourself, your users, and other parties you represent that you will not:

- modify, copy, prepare derivative works of, decompile, or reverse engineer any materials and software contained on this website;
- remove any copyright or other proprietary notations from any materials and software on this website;
- transfer the materials to another person or “mirror” the materials on any other server;
- knowingly or negligently use this website or any of its associated services in a way that abuses or disrupts our networks or any other service we provide;
- use this website or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
- use this website or its associated services in violation of any applicable laws or regulations;
- use this website in conjunction with sending unauthorized advertising or spam;
- harvest, collect, or gather user data without the user’s consent; or
- use this website or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of us or of third parties.

II. INTELLECTUAL PROPERTY.



The intellectual property in the materials contained in this website are owned by or licensed to us and are protected by applicable copyright and trademark law. We grant our users permission to download one copy of the materials for personal, non-commercial transitory use.

This constitutes the grant of a license, not a transfer of title. This license shall automatically terminate if you violate any of these restrictions or the Terms of Service and may be terminated by us at any time.

III. LIABILITY AND DISCLAIMER OF WARRANTIES.

Our website and the materials on our website are provided on an “as is” basis. To the extent permitted by law, we make no warranties, expressed or implied, and hereby disclaim and negate all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property, or other violation of rights.

In no event shall we be liable for any consequential loss suffered or incurred by you or any third party arising from the use or inability to use this website or the materials on this website, even if we (or an authorized representative) have been notified, orally or in writing, of the possibility of such damage. In the context of this agreement, “consequential loss” includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity, or otherwise.

Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

IV. ACCURACY OF MATERIALS.

The materials appearing on our website are not comprehensive and are for general information purposes only. We do not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on this website, or otherwise relating to such materials or on any resources linked to this website.

V. LINKS.

We have not reviewed all of the sites linked to its website and we are not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement, approval, or control by us of the site. Use of any such linked site is at your own risk and we strongly advise you make your own investigations with respect to the suitability of those sites.

VI. RIGHT TO TERMINATE.

We may suspend or terminate your right to use our website and terminate these Terms of Service immediately upon written notice to you for any breach of these Terms of Service.



VII. SEVERANCE.

Any term of these Terms of Service which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms of Service is not affected.

VIII. GOVERNING LAW.

These Terms of Service are governed by and construed in accordance with the laws Ohio, without regard to its conflict of laws principles. You irrevocably submit to the exclusive jurisdiction of the courts in of Ohio for all disputes arising out of your use of our products or services; any alleged breach of this agreement; your use of this site; or any privacy or data breach related to data we collected from you on this site.

IX. FURTHER INFORMATION REGARDING ACCEPTABLE USE.

Users found engaging in activities prohibited by this acceptable use clause can be liable for service suspension and account termination. In extreme cases, we may be legally obliged to report such customers to the relevant authorities.

We are opposed to all forms of abuse, discrimination, rights infringement, and any action that harms or disadvantages any group, individual, or resource. We expect our customers and, where applicable, their users (“end-users”) to likewise engage our products and services with similar intent.

We regard our customers as being responsible for their own actions as well as for the actions of anyone using our products or services with the customer’s permission. This responsibility also applies to anyone using our products or services on an unauthorized basis as a result of the customer’s failure to put in place reasonable security measures.

By accepting products or services from us or using our website, our customers agree to ensure adherence to this policy on behalf of anyone using those materials or services. Complaints regarding the actions of customers or their end-users will be forwarded to the nominated contact for the account in question.

If a customer — or their end-user or anyone using our products or services as a result of the customer — violates our acceptable use policy, we reserve the right to terminate any products or services associated with the offending account or the account itself or take any remedial or preventative action we deem appropriate, without notice. To the extent permitted by law, no credit will be available for interruptions of service resulting from any violation of our acceptable use policy.

Further, we prohibit all offensive or unlawful activities, including but not limited to:

- Copyright infringement and access to unauthorized material
- Spam and unauthorized message activity



- Unethical, exploitative, and malicious activity
- Obtaining (or attempting to obtain) services from us with the intent to avoid payment;
- Using our facilities to obtain (or attempt to obtain) services from another provider with the intent to avoid payment;
- The unauthorized access, alteration, or destruction (or any attempt thereof) of any information about our customers or end-users, by any means or device;
- Using our facilities to interfere with the use of our facilities and network by other customers or authorized individuals;
- Publishing or transmitting any content of links that incite violence, depict a violent act, depict child pornography, or threaten anyone's health and safety;
- "Hacking" or any similar activity;
- Any act in violation of consumer protection laws and regulations; and
- Any violation of a person's privacy.

Our products and services may not be used by any person or entity involved with or suspected of involvement in activities or causes relating to illegal gambling; terrorism; narcotics trafficking; arms trafficking; or the proliferation, development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles.

X. DISPUTE RESOLUTION AND ARBITRATION, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER.

PLEASE READ THIS SECTION CAREFULLY. FOLLOW THE INSTRUCTIONS BELOW IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS.

(a) Arbitration. We and you agree to arbitrate all disputes and claims that arise from or relate to these Terms or our services or products in any way, except for claims arising from bodily injury. **THIS ARBITRATION IS MANDATORY AND NOT PERMISSIVE.** This agreement to arbitrate is intended to be broadly interpreted, including, for example:

- claims arising out of or relating to any aspect of the relationship between us that is created by or involves this agreement or our services or products, regardless of the legal theory;
- claims for mental or emotional distress or other emotional/mental injury arising from the relationship between us;
- claims that arose before you accepted these Terms (such as claims related to disclosures or the marketing of our services or products, or the process for seeking approval to use our services or products);
- claims that may arise after the termination of your use of our services or products or any agreement between us; and
- claims brought by or against our respective subsidiaries, parent companies, members, and affiliates, as well as the respective officers, directors, employees, agents, predecessors, successors and assigns of these entities, you, and us.



This arbitration agreement does not preclude either of us from bringing an individualized action in small claims court. It also does not preclude either of us from seeking an individualized preliminary injunction or temporary restraining order, pending arbitration, in any court that has jurisdiction. Nor does this arbitration agreement bar you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. In addition, you or we may seek injunctive or other equitable relief to protect your or our trade secrets and intellectual property rights or to prevent loss or damage to our services in any court with competent jurisdiction.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE, LAW, YOU UNDERSTAND AND AGREE THAT WE ARE EACH (A) WAIVING THE RIGHT TO A TRIAL BY JURY AND (B) WAIVING THE RIGHT TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION. These Terms evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision.

(b) Notice of Disputes. If either of us intends to seek arbitration of a dispute, that party must provide the other with notice in writing. The notice to us should be sent to the email address listed on our website. We will send notice to you at the email or mailing address associated with your account. Your notice to us must (i) provide your name, mailing address, and email address; (ii) describe the dispute; and (iii) state the relief you are requesting. If we are unable to reach an agreement to resolve the dispute within 60 days after the notice is received, you or we may commence arbitration.

(c) Arbitration Procedures. The arbitration will be governed by the Consumer Arbitration Rules (“AAA Rules”) of the American Arbitration Association (“AAA”), as modified by these Terms, and will be administered by the AAA. The AAA Rules are available online at www.adr.org or by calling the AAA at 1-800-778-7879. If the AAA is unavailable, the parties shall agree to another arbitration provider or the court shall appoint a substitute. Any arbitration hearings will take place in Franklin County, Ohio, unless you and we agree otherwise. If the value of your claim is USD \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, by telephone, or by an in-person hearing. If the value of your claim exceeds USD \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of this arbitration provision or the arbitrability of disputes are for the court to decide. The arbitrator may consider, but is not bound by, rulings in other arbitrations between us and our other users. The arbitrator can award the same individualized damages and relief that a court can award. Judgment on the award may be entered by any court having jurisdiction.

(d) Costs of Arbitration. The AAA’s fee schedule is subject to change and may be found in the AAA Rules (available online at www.adr.org). We will pay all AAA filing, administrative and arbitrator fees for any arbitration that we commence. If you provided us with 60 days’ notice of



your intent to arbitrate before commencing arbitration and the value of your claim is USD \$75,000 or less, we will pay your share of any such AAA fees. If the value of your claim exceeds USD \$75,000, the allocation of AAA fees will be governed by the AAA Rules (unless the law of your state requires us to pay all such fees). If, however, the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards in Federal Rule of Civil Procedure 11(b)), then the payment of all AAA fees shall be governed by the AAA Rules. In such cases, the arbitrator may direct you to reimburse us for amounts that we paid on your behalf.

(e) No Class Arbitration. The arbitrator 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. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED GROUP LITIGATION OR PRIVATE ATTORNEY GENERAL PROCEEDING. Further, unless all affected parties agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or group proceeding. If a court decides that applicable law precludes enforcement of any of this subsection's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

(f) 30-Day Opt-Out Period. If you do not wish to be bound by the arbitration and class-action waiver provisions in this Section, you must notify us in writing within 30 days of the date that you first accept these Terms (unless a longer period is required by applicable law). Your written notification must be emailed to us at the address on our website. Subject to Subsection (g) below, if you do not notify us in accordance with this Subsection (f), you agree to be bound by the arbitration and group litigation waiver provisions of these Terms, including such provisions in any Terms revised after the date of your first acceptance.

Such notification must include: (a) your name, (b) your Enso Circle Space account email address, (c) your mailing address and (d) a statement that you do not wish to resolve disputes with us through arbitration. This notification affects these Terms only; if you previously entered into other arbitration agreements with us or enter into other such agreements in the future, your notification that you are opting out of the arbitration provision in these Terms shall not affect the other arbitration agreements between you and us.

(g) Future Changes to Arbitration Provision. If we make any changes to the Dispute Resolution and Arbitration Section of these Terms (other than a change to the address at which we will receive notices of dispute, opt-out notices or rejections of future changes to the Dispute Resolution and Arbitration Section), you may reject any such change by sending us written notice within 30 days of the change to the email address listed on our website. It is not necessary to send us a rejection of a future change to the Dispute Resolution and Arbitration Section of these Terms if you had properly opted out of the arbitration and group litigation waiver provisions in this Section within



the first 30 days after you first accepted these Terms. If you have not properly opted out of the arbitration and group litigation waiver provisions in this Section, by rejecting a future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration provision, as modified by any changes you did not reject.

XI. DIGITAL MILLENNIUM COPYRIGHT ACT.

(a) If you are a copyright owner or an agent thereof and believe that any Content infringes your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C §512[c][3] for further details): (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material; (iv) Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number and, if available, an electronic mail; (v) A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (vi) A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(b) Our designated Copyright Agent to receive notifications of claimed infringement is Hilton Parker LLC, 7544 Slate Ridge Blvd., Reynoldsburg OH 43068. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support and other communications should be directed to our customer service through our website. You acknowledge that if you fail to comply with all the requirements of this this Subsection (b), your DMCA notice may not be valid.

(c) Counter-Notice. If you believe that the Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent or pursuant to the law to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent: (i) Your physical or electronic signature; (ii) Identification of the Content that has been removed, or to which access has been disabled, and the location at which the Content appeared before it was removed or disabled; (iii) A statement that you have a good-faith belief that the Content was removed or disabled as a result of mistake or misidentification of the Content; and (iv) Your name, address, telephone number and email address, a statement that you consent to the jurisdiction of the federal court in Columbus, Ohio, USA and a statement that you will accept service of process upon the person who provided notification of the alleged infringement as good service under Federal Rule of Civil Procedure 4 or any similar court rule or statute.



(d) If a counter-notice is received by the Copyright Agent, we may send a copy of the counter-notice to the original complainant informing that person that they may replace the removed Content or cease disabling it in 10 working days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 working days or more after receipt of the counter-notice, at our sole discretion.