TERMS AND CONDITIONS

Please read the following terms and conditions ("Terms and Conditions") carefully before using this web site ("Site"). By accessing or using this Site, you agree to the following Terms and Conditions, which shall constitute a legally binding agreement between you and GreenPoint Renewables LLC ("GreenPoint" or "the Company"). You should review these terms and conditions regularly as they may change at any time at our sole discretion. If you do not agree to any term or condition, you should not access or otherwise use this Site.

These terms and conditions (the "Terms and Conditions") govern the use of www.greenpointrenewables.com (the "Site"). This Site is owned and operated by GreenPoint Renewables LLC.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

The Site is a brief introduction to GreenPoint. It is not intended to be a comprehensive source of information. It contains highly condensed summaries and general statements based on data that can and does change often. The Site is provided to you without charge as a convenience and for your information only.

GreenPoint may provide hyperlinks or pointers to web sites maintained by third parties or may provide third party content on the Site by framing or other methods. Links to third party web sites are provided for your convenience and information only. The content in any linked web sites is not under GreenPoint's control, and GreenPoint is not responsible for the content, including any further links in a third party site. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk. The fact that GreenPoint provides a link to a third party web site does not mean that GreenPoint endorses, adopts, authorizes or sponsors that web site. It also does not mean that GreenPoint is affiliated with the third party web site's owners or sponsors. If a third party links to this Site, it is not necessarily an indication of an affiliation or other relationship with GreenPoint.

<u>Intellectual Property</u>

All content published and made available on our Site is the property of GreenPoint Renewables LLC and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

All content included on this Site, including any materials, documents, text, designs, graphics, logos, images, audio and video ("Content") is the property of GreenPoint or its affiliates and is protected by United States and international copyright laws. The compilation of all Content on this Site is the exclusive property of GreenPoint and protected by U.S. and international copyright laws. You may not inline, frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout or form) without GreenPoint's prior express written permission.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Violate the intellectual property rights of the Site owners or any third party to the Site; or
- Act in any way that could be considered fraudulent.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Accounts and Registration

When you create an account on our Site, you agree to the following:

- 1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
- 2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Statistics and Information Collected

GreenPoint collects and maintains statistics, including IP addresses, about visitors to the Site in order to track the total number of visitors to the Site and to specific parts of the Site.

GreenPoint may also use IP addresses to more clearly determine how visitors travel to, through and among GreenPoints sites to help improve various components of the sites, including flow and content. Such statistics will not be shared with third parties.

Information, such as Name / Address / E-mail / Phone Number, that is collected and submitted to the Site in normal course business including requests and registration will not be shared with outside parties except to extent necessary. Your information will only be used by GreenPoint to communicate with you.

GreenPoint Renewables LLC is committed to ensuring that your information and data is secure. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

Limitation of Liability

GreenPoint Renewables LLC and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

<u>Indemnity</u>

Except where prohibited by law, by using this Site you indemnify and hold harmless GreenPoint Renewables LLC and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of Texas.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain

compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows: info@greenpointrenewables.com
5000 Quorom Drive, Suite 205, Dallas, TX, 75254

You can also contact us through the Contact Us form available on our Site.