

Terms of Use

Last Revised: August 13, 2023

Contents

- Contents 1
- Website Owner 2
- Our Services 2
- MDE user communities 2
- Contributions 3
- Responsibility for posts and uploads 3
- Ownership of intellectual property, copyrights, and logos 4
- Withdrawing consent 4
- Prohibited Activities 4
- Our right to remove or edit User’s account and Contribution(s) 5
- Services management 5
- User Registration 6
- Retention of right to change offering 6
- Right to suspend or cancel User account 6
- Privacy policy 6
- Indemnification 6
- Limitation of liability 7
- Electronic communications, transactions, and signatures 7
- California Users and residents 7
- Term and termination 7
- Dispute resolution 8
 - Informal Negotiations 8
 - Binding Arbitration 8
 - Restrictions 9
 - Exceptions to Informal Negotiations and Arbitration 9
- Corrections 9
- Modifications and interruptions 9
- Contact us 9

Website Owner

This website is owned and operated by Mission Driven Energy (referred herein as “Mission Driven Energy”, “MDE”, “we”, “our”, “us”), a 501(c)(3) non-profit, tax exempt corporation founded in 2022 and located in Arlington, Virginia. MDE uses Wix.com Ltd. (referred to herein as “Wix.com Ltd”, “Wix.com”, “Wix”, “Processor”) to build and host its website. These Terms of Use (referred to herein as “Terms of Use”, “terms and conditions”, “Terms”) apply to all MDE users, including unregistered visitors and registered users (collectively, “Users”, “you”, or “your”), and to all MDE services, including our website (www.mde.energy), and any of its subdomains (collectively, the “Website”), and related services (collectively, the “Services”).

These Terms set forth the terms and conditions under which you may use our Website and Services. These Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”), and Mission Driven Energy, concerning your access to and use of the Services. By accessing or using the Website and/or our Services, you approve that you have read, understood, and agree to be bound by these Terms. If you do not agree to any of these terms or any future version of our Terms of Use, stop using, accessing, or continuing to access the Website and/or Services.

Our Services

Mission Driven Energy is a non-profit organization focused on speeding the energy transition and increasing prosperity. We do this by sharing ideas, posts, reports, forums, links to relevant outside content, and other means.

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those Users who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

In order to use our Website and/or receive our Services, you must be of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this Website and/or receive Services if doing so is prohibited in your country or under any law or regulation applicable to you.

MDE user communities

Users that join our community may have a public profile that becomes publicly visible to any visitors to the MDE Website. Furthermore, the activity they engage in on the Website, such as posts, comments, ‘likes’, ‘dislikes’, amongst others, may become visible to all other visitors of the Website.

Any User of the website can always opt-out and exit the community. Upon doing so, such user’s profile will not be publicly visible. Naturally, if a User chooses the opt-out and exit the community, such User will lose the ability to use the community features, including commenting on posts, writing or otherwise contributing to posts, liking/disliking posts, and social media sharing of posts, among others.

Contributions

The Services may invite you to chat, contribute to, and/or participate in blogs, message boards, online forums, and other functionalities during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, URL's, documents or files, and/or other material ("Contribution(s)"). Any contribution that is publicly posted shall also be treated as a Contribution. You understand that Contributions may be viewable by other Users of the Services.

Responsibility for posts and uploads

You are responsible for what you post or upload. By sending us Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

- Confirm that you have read and agree with our "prohibited activities" and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading.
- Warrant that any such Contributions are original to you or that you have the necessary rights and licenses to submit such Contributions. and permissions to use and to authorize MDE, the Services, the Website, and other Users of the Services and Users of the Website to use your Contributions in any manner contemplated by the Services and these Terms.
- Warrant and represent that your Contributions do not constitute confidential information.
- Warrant that the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- Warrant your Contributions are not deliberately false, inaccurate, or misleading.
- Warrant Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Warrant your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Warrant your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Warrant your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people. Your Contributions do not violate any applicable law, regulation, or rule.
- Warrant your Contributions do not violate the privacy or publicity rights of any third party.
- Warrant your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms, or any applicable law or regulation.

You are solely responsible for your Contributions and you expressly agree to reimburse MDE for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

Ownership of intellectual property, copyrights, and logos

You are solely responsible for your Contributions to the Services and to the Website and you expressly agree to exonerate MDE from any and all responsibility and to refrain from any legal action against MDE regarding your Contributions. You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the Website, you confirm that you own all the relevant rights or received the appropriate license(s) to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the Website and the Services and available for use by all Users and Mission Driven Energy consistent with any applicable law.

Withdrawing consent

We believe in empowering our users to have control over their contributions. When you upload content to our platform, you agree to its public display. However, we understand that preferences and circumstances change. If you wish to withdraw consent and have your information and Contributions removed, please contact us at privacy@mde.energy. You understand and acknowledge that, even after its removal by you or MDE, copies of User content may remain viewable in cached and archived pages or in any copied or stored User content by third parties. To clarify, we advise against uploading or posting any information you do not wish to be public.

Prohibited Activities

As a user of the Services, you agree not to:

- Trick, defraud, or mislead MDE and other Users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Website and the Services, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Services and/or the content contained therein.
- Use any information obtained from the Website and the Services in order to harass, abuse, or harm another person.
- Use the Website and the Services in a manner inconsistent with any applicable laws or regulations.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Website and the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Website and the Services.

- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) through the Website and the Services any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Website and the Services or the networks or services connected to the Website and the Services.
- Attempt to bypass any measures of the Website and the Services designed to prevent or restrict access to the Website and the Services, or any portion of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Make any unauthorized use of the the Website and Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the the Website and Services to advertise or offer to sell goods and services.
- Sell or otherwise transfer your profile.

Our right to remove or edit User's account and Contribution(s)

Although we have no obligation to monitor any Contributions, we shall have the right to remove any Contributions at any time without notice if, in our reasonable opinion, we consider such Contributions harmful or in breach of these Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice.

Services management

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Website and the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our

systems; and (5) otherwise manage the Website and the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Website and the Services.

User Registration

You may be required to register to use the Website and the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

Retention of right to change offering

Supplemental terms and conditions or documents that may be posted on the Website and the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms from time to time. We will alert you about any changes by updating the "Last Revised" date of these Terms of Use, and you waive any right to receive specific notice of each such change. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Website and the Services after the date such revised Terms of Use are posted. If you do not agree to any of these Terms or any future version of the Terms, stop using, accessing, or continuing to access the Website or the Services.

Right to suspend or cancel User account

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if, in our sole determination, you violate any provision of these Terms or any applicable law or regulations.

You may discontinue use and request to cancel your account and/or any Services at any time.

Privacy policy

We care about data privacy and security. Please review our Privacy Policy: www.mde.energy/privacy. By using the Website and the Services, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms.

Indemnification

You agree to defend, indemnify, and hold us harmless, including all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Website and the Services; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other User of the Website and the Services with whom you connected via the Website and the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense

and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall Mission Driven Energy be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Mission Driven Energy assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our Website and Services; and (iii) any unauthorized access to or use of Wix's (our Processor) secure servers and/or any and all personal information stored therein.

Electronic communications, transactions, and signatures

Visiting the Website and the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Website and the Services, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the Website and the Services. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

California Users and residents

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

Term and termination

These Legal Terms shall remain in full force and effect while you use the Website and the Services. Without limiting any other provision of these Terms, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Website and the Services (including blocking certain ip addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these Terms or of any applicable law or regulation. We may terminate your use or participation in the Website and the Services or delete your account and any Contribution that you provided at any time, without warning, in our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Dispute resolution

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or MDE (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. You understand that without this provision, you would have the right to sue in court and have a jury trial. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the [American Arbitration Association \(AAA\) website](#). Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in United States, Virginia. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Arlington, Virginia, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms.

In no event shall any Dispute brought by either Party related in any way to the Website and the Services be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class- action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Corrections

There may be information on the Website and the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Website and the Services at any time, without prior notice.

Modifications and interruptions

We reserve the right to change, modify, or remove the contents of the Website and the Services at any time or for any reason at our sole discretion and without notice. However, we have no obligation to update any information on our Website and our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Website and the Services.

We cannot guarantee the Website and the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance and/or updates related to the Website and the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Website and the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Website and the Services during any downtime or discontinuance of the Website and the Services. Nothing in these Terms will be construed to obligate us to maintain and support the Website and the Services or to supply any corrections, updates, or releases in connection therewith.

Contact us

In order to resolve any complaint regarding the Website and the Services or to receive further information regarding use of the Website and the Services, please contact us at privacy@mde.energy.