

MAE Charging Infrastructure Service Terms & Conditions

Please click [here](#) for MAE ([Metro Alternative Energy-DBA MAE](#)) Terms and Conditions.

MAE Driver Terms of Use

Effective Friday, April 5th, 2022

Metro Alternative Energy, Inc. (“us,” “we,” “our,” the “Company” or “MAE ”) provides the services available on the Mae-pb.com Website (and any of our associate’s Website), the MAE Subscription Service (to Charging Providers, Site Hosts, described below) and the downloadable, mobile, MAE Infrastructure Network Application (cooperatively, the “Services” or “Service”), which allows our clients to charge their vehicle on any of our electric vehicle service equipment (an “EVSE” or “Charging Station”) that has been commissioned onto our network or our associate’s network.

1. ACCEPTANCE OF TERMS

The services that Metro Alternative Energy, Inc. (MAE) provides to the User are subject to the following Terms of Use ("TOU"). MAE reserves the right to update the TOU at any time without notice to the User. The most current version of the TOU can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages.

- A. This Agreement, which incorporates by reference other provisions applicable to the use of [www.mae-pb.com](#), including, but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of particular specific material contained in YOUR WEBSITE, sets forth the terms and conditions that apply to use of OUR WEBSITE ADDRESS & SERVICES by User. By using Metro Alternative Energy (MAE) other than to read this Agreement for the first time, The user agrees to comply with all of the terms and conditions hereof. The right to use OUR WEBSITE ADDRESS & SERVICES is personal to the User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under our scrutinized screen name or password) and ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s) if any.
- B. Metro Alternative Energy, Inc. (MAE) shall have the right to change or discontinue any aspect or feature of MAE WEBSITE ADDRESS AND SERVICES, including, but not limited to, content, hours of availability, and equipment needed for access or use.
- C. If the user does not agree to these terms of use, the user must not use the services. By using the site, you agree to these terms of use.

- 1. Users. The following are users of the Services (each, a “User” or “You” and, collectively, the “Users”):

a. A “Guest” may use the Service, without registering on the Service as a Driver, to pay for and receive a single vehicle charge from charging stations that have been commissioned onto the MAE infrastructure network (each a “Charging Station”).

As mentioned here, “MAE infrastructure network” means our Company’s customized software approach and provision tailored to our Charging Stations that allow Users to use our Services in connection with our network infrastructure of Charging Stations.

b. A “Driver” downloaded the MAE customized network application and registered and maintained a Service account in good standing with the Company. Registering as a Driver on the Service allows Users to access and use various, then current, Service functionalities, including but not limited to engaging in the following activities: (i) access Service search capabilities (including searching by filters), (ii) indicate and log favorites, (iii) store alternate payment methods, (iv) identify as a particular user (in the event a location host of a Charging Station (“Charging Site Host”) has identified specific individuals, such as Charging Site Host employees, to be part of a particular user group (a “Designated User Group”) that may access free to reduced-fee charging), (v) review User charging and transaction history, (vi) receive charging status notifications, and (vii) select from stored payment methods to initiate charging.

c. A “Key FOB User” is registered with an RFID device on the Service. Radio-frequency identification (RFID) uses electromagnetic fields to identify and track tags attached to objects automatically. When registering as a Key FOB User, you will be given the opportunity to (i) link one form of payment to your account, (ii), if applicable, identify as part of a Designated User Group, and (iii) start charges on all Charging Stations by swiping your RFID device. For clarity, a Key FOB User may also download and use the mobile MAE Network Application.

2. Services; License.

a. The Company’s core Services include (i) the processing of payments for charging electric vehicles via a Charging Station and (ii) identifying Users as members of a Designated User Group to allow for such Users to, in the sole discretion of the applicable Charging Site Host, charge their electric vehicle for free or for a reduced price at the corresponding Charging Stations. Users expressly acknowledge and agree that pricing and pricing policies for each Charging Station commissioned onto the MAE Network are determined solely by the Charging Site Host. MAE shall no longer be liable to any User for any dispute arising from or related to fees incurred using the Services at a contracted location.

If you dispute with a contracted charging site or location, you release MAE from any claims, demands, and damages until you follow the standard procedure of filing a complaint.

b. Subject to your compliance with these Terms, for the duration of User's use of the Services, and subject to the restrictions set forth herein, the Company grants to User a revocable, limited, non-sublicensable, non-exclusive license to access and use the Services. Except as expressly outlined in these Terms, Users receive no other right, title, or interest in and to the Services.

c. Users at this moment grant to Company an exclusive, non-revocable, worldwide, royalty-free license to use, copy, sublicense through multiple tiers, publish, reproduce, prepare derivative works, distribute, and display (i) any feedback or suggestions communicated to Company ("Suggestions"), (ii) Transaction History, (iii) Usage Data, and (iv) Log Data. Such license includes the right to create, create, and similarly use any derivative works of any licensed content or matter. Without limiting the preceding, Company will be entitled to the unrestricted use and other exploitation of Suggestions, Transaction History, Usage Data, and Log Data for any purpose whatsoever, commercial or otherwise, by any means, by any media, without compensation to the provider, author, creator or inventor of the Suggestions, Transaction History, Usage Data, and Log Data. Users represent and warrant to the Company concerning the Suggestions. The license of rights in and to such content does not infringe or violate any copyrights, trade secrets, or other intellectual or proprietary rights of any third party, and posting or otherwise using any content will not violate applicable laws, rules, or regulations.

3. Limitations. Users may not circumvent any technological measures or features of the Services intended to or effectively control access to the Services or any other protected content or information included. The Services may contain proprietary information; Users agree not to use any proprietary knowledge or other automated means to access the Services without the Company's express prior written consent. Users further agree to not (i) take any action that inflicts or may bring about, in the Company's sole discretion, an unreasonable or disproportionately large load on the Service's infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Service, or (iii) bypass any measures the Services may use to prevent or restrict access to the Services.

4. Changes to Terms of Use. The Company reserves the right, in its sole discretion, to modify, update, or otherwise revise these Terms of Use at any time. Such revisions shall be effective immediately upon posting revised Terms of Use on the Services. Company shall notify Users of any material changes to these Terms of Use. By using the Services after the Company has posted any modification, updates, or revisions, Users agree to be bound by such revised Terms of Use. Users shall have the right to terminate these Terms of Use immediately by ceasing any use of or access to the Services if any modification, update, or other change to these Terms of Use is not acceptable to Users.

5. Intellectual Property Ownership.

a. Users acknowledge and agree that the trademarks of the Company (the "MAE-PB Marks"), the Services, and the look and feel of any content accessible through mae-pb.com are proprietary or proprietary to associate company, original works of the invention of the Company, or licensors of the Company, protected under United States and worldwide copyright, trademark, and trade secret laws of general applicability ("Company IP and Technological profiles"). Users

further acknowledge and agree that all rights, titles, and interest in and to the Company IP and Technological profiles remain within our affiliate or its licensors. Users agree not to contest or infringe these rights, directly or indirectly, at any time. Without the Company's prior written consent, Users may not use or modify the Company IP or technological profiles.

b. Except as otherwise set forth to the contrary in these Terms, Company acknowledges and agrees that information submitted by Users to Company as part of registration, and any Suggestions, Financial History, Usage Data or Log Data submitted to or derived using the Services ("User Content") remain Users' property. The company does not claim any ownership of the copyright or other proprietary rights in such information and User Content. Users agree that Company may retain copies of all registration information and use such information and User Content as reasonably necessary for or incidental to its operation of the Services and as described in these Terms of Use and the Company's Privacy Policy, and in addition to the license granted under Section 2(c), grants to the Company a non-exclusive, revocable, worldwide, royalty-free license to use, copy, publish, reproduce, prepare derivative works, distribute, and display the registration information, or any derivative works thereof, on the Services. Such license shall be deemed granted of registration without the necessity of any further action on the part of either party.

c. The Company makes no representation or warranties concerning the reliability or performance of the Services. It will not be liable to anyone for losses, damages, liabilities, settlements, causes of actions, or other claims arising out of or due to the use of the Services (including, but not limited to, any alleged damage to a User's vehicle). Users now represent and warrant that they understand and agree to such Company disclaimers. Users at this moment waive any such claims it may have against the Company arising out of or in any way related to the User's access to or the use of the Services.

d. Users shall indemnify and hold harmless the Company. Its respective officers, directors, employees, shareholders, members, managers, and agents, from and against all claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with any claim that (i) the User Content or any portion of the content infringes the rights of any third-party.

e. Users agree not to challenge the Company's rights in and to the Services or to take any action inconsistent with the provisions of this Section 5 of these Terms of Use.

6. Links to Other Services. The Services are integrated with and linked to other Services ("Linked Services").

a. The integration has been provided for Users' convenience and, as such, Users access the Linked Services at their own risk. The Linked Services are not under Company's control, and Company is not responsible for the content of any Linked Services. A link does not imply endorsement of, sponsorship of, or affiliation with the linked site by the Company. Without limiting the generality of the preceding, the Company is not responsible. It shall have no liability for viruses or criminal code from accessing the Linked Services.

b. Users acknowledge and agree that they are simultaneously bound by each Linked Service's rules regarding posting, storing, and using the personal information on the Linked Services and are solely responsible for any liability that arises from or concerning its breach of any such rules.

7. Assignment. In its sole discretion, the Company may freely assign these Terms of Use.

8. Interruptions to the Services. Users acknowledge that access to the Services may sometimes be unavailable, whether because of internet down, technical failures or interruptions, intentional downtime for Services or upgrading changes to the Services, or otherwise. Users agree that any modification of the Services and any interruption or unavailability of access to the Services shall not constitute a default of any obligations of the Company under these Terms of Use, and the Company shall have no liability of any nature to Users for any such modifications, interruptions, unavailability, or failure of access.

9. Technical and Customer Support. Users may contact Company for technical support using the following email: driver_support@mae-pb.com.

10. User Responsibilities and Obligations. Users represent, warrant, and covenant the following:

a. Users have all rights, titles, and interests, including all copyright and other intellectual property rights, in and to the content they submit.

b. Users shall not knowingly register with or submit any information or content that is false or misleading, including any content with any false or misleading information.

c. Users shall not use their accounts to breach the security or gain access to the history of any other Users.

d. By using the Services, these Terms of Use will be valid, binding, and enforceable concerning Users by these terms. The performance of Users' obligations under these Terms of Use will not constitute a breach of any other agreement by which Users are bound.

e. These Terms of Use, upon using the Services, will be valid, binding, and enforceable by its terms concerning Users.

f. The provisions of the services provided under these Terms of Use and the fulfillment of Users' obligations as contemplated under these Terms of Use are proper and lawful.

g. Users are not and shall not be under any restriction or prohibition related to their obligations under these Terms of Use.

h. Users are responsible for ensuring that all activities in connection with its administration and use of the Services comply with these Terms of Use. Users acknowledge and agree that Company's responsibilities do not extend, in any way, to Users or the Charging Site Host's internal management or administration of the Services. Concerning it, Company is merely a service provider and third-party data processor. Except for any applicable service fees which may be charged to you with

your consent, Company does not exercise control over pricing or pricing policies for using Charging Stations via the Services.

i. Users are responsible for paying all fees owed to Company in connection with using their registered account or RFID card on the Service, including fees incurred by a third party that has access to your mobile device or RFID card. To prevent fraudulent charges, it is the User's responsibility to contact the Company immediately in the event of (i) the loss or theft of their RFID card or (ii) any other circumstances that could lead to the unauthorized use of their account.

j. Users shall provide Company with accurate, current, and complete registration information.

k. Users shall be solely responsible for proper use of the Service, including, but not limited to: (i) understanding and agreeing to the applicable pricing and pricing policies set forth by the Charging Site Host for the Charging Station, (ii) understanding and agreeing to any additional or applicable terms and conditions, (iii) choosing the correct connector to connect their electric vehicles to the Charging Station, (iv) verifying that the Charging Station has been activated through QR code, station ID or key fob, (v) if applicable, confirming that the payment method has been activated, and (vi) correctly securing the connector to the electric vehicle and verifying that charging properly commences.

l. Users are either (i) eighteen (18) years or older, or (ii) if under the age of eighteen (18) years, at least the age of sixteen (16) years of age and are accessing the Service with the knowledge and consent of a parent or legal guardian, who will also be deemed to have agreed to this Agreement.

m. Any information used by any User to access the Services, including without limitation, any User identification or password to the Services, shall be maintained by Users as confidential and available exclusively for Users, as appropriate, as provided in these Terms of Use ("Confidential Login Information"). Users shall refrain from sharing Confidential Login Information with any third parties except as otherwise required by law. You agree to: (i) immediately notify MAE of any unauthorized use of your account or RFID device or any other breach of security, (ii) immediately change your account password if you become aware that it has been compromised, and (iii) ensure that you fully exit from your account at the end of each session.

n. MAE cannot and will not be liable for any loss or damage arising from a User's breach of or failure to comply with this Section 10 (User Responsibilities and Obligations).

11. Confidential Information. Except as outlined in Section 2, as ordered by a court of competent jurisdiction, or as otherwise required by law, Company shall refrain from sharing Confidential Login Information and any other confidential User information. Users shall adhere to their confidentiality obligations outlined in Section 10.

12. No Warranty; Disclaimer.

a. You expressly understand and agree that vehicle charging in connection with your use of the services is done at your discretion and risk. You will solely be responsible for any damage to your car or computer system.

a. The company disclaims any warranties to the service and any changes to stations and charging stations' hardware accessibility via services, whether express, implied, or statutory, including, without limitation, any implied warranty to the title.

You expressly understand and agree that vehicle charging in connection with your use of services is done at your discretion and risk. You will solely be responsible for any damage to your car or computer system.

13. Limitation of Liability.

a. THE COMPANY'S ENTIRE AND CUMULATIVE LIABILITIES TO USERS, OR ANY OTHER PARTY, FOR ANY LOSS OR DAMAGES, RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THESE TERMS OF USE, USE OF ANY CHARGING STATION and THE SERVICES OR CONTENT AVAILABLE ON THE SERVICES SHALL NOT EXCEED AN AMOUNT EQUAL TO \$50.00.

b. WITHOUT LIMITING AND NOTWITHSTANDING THE preceding, IN NO EVENT SHALL THE COMPANY BE LIABLE TO ANY USER FOR ANY LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, GENERAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EVEN IF FORESEEABLE OR IF THE COMPANY OR USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR EXPENSE.

c. WITHOUT LIMITING THE preceding, USERS ACKNOWLEDGE AND AGREE THAT THE COMPANY DOES NOT AND CAN NOT CONTROL THE FLOW OF DATA TO OR FROM THE SERVICES AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT USERS' OR OTHER THIRD PARTIES CONNECTIONS TO THE INTERNET OR PORTIONS OF THE INTERNET. ALTHOUGH THE COMPANY WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, THE COMPANY CAN NOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, THE COMPANY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

d. YOU ACKNOWLEDGE THAT THE LIMITATIONS outlined in THIS SECTION 13 (LIMITATION OF LIABILITY) ARE AN ESSENTIAL BASIS OF THE BARGAIN AND OF THE ALLOCATION OF RISKS BETWEEN THE PARTIES. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE

LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OR PART OF THE SERVICES OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE THE USE OF THE SERVICES.

14. Injunction. The Company and Users agree that a breach or violation of Sections 3, 5, 10, or 11 of these Terms of Use will result in immediate and irreparable injury and harm to the Company. In such event, the Company shall have, in addition to any remedies of law and other consequences under these Terms of Use, the right to an injunction, specific performance, or other equitable relief to prevent the violation of the obligation under these Terms of Use; provided, however, that, this shall in no way limit any other remedies which the Company may have, including, without limitation, the right to seek monetary damages.

15. Termination. The Company may at any time and without notice terminate User's license upon the occurrence of any of the following events: (1) User requests to terminate account; or (2) User breaches or defaults under any material term or condition of these Terms of Use; (3) User fails to timely pay any required fees, or (4) for convenience.

16. Indemnification. In addition to Users' obligation to indemnify under Section 5(d), Users agree to indemnify and hold harmless the Company and its officers, directors, employees, shareholders, members, and manager from and against any claims, demands, liabilities, and actions, including the payment of all legal expenses, including reasonable attorney's fees and costs, arising out of or connected with (i) these Terms of Use, (ii) the submission of any User Content that infringes on or constitutes a misappropriation of any patent, copyright, or trade secret, or any other intellectual property right of any person or entity anywhere in the world or (iii) any disputes between Users and Charging Site Hosts relating to the Company's Services or any agreements made between those Users and Charging Site Hosts. The Company shall have the right to control its defense and engage legal counsel acceptable to the Company.

17. Proprietary and other Notices. Users agree that they will not alter or remove any trademarks, copyright notices, or disclaimers located or used on, or in connection with, the Services or any printouts of the Services allowed under these Terms of Use.

18. Fees and Payment.

a. User will pay Company all applicable fees and any related taxes (other than taxes on Company's income) for the use of the Services.

b. User authorizes Company to temporarily charge one dollar (\$1.00) during the set-up of each payment account.

c. User authorizes Company to charge the applicable fees to the payment card or other payment account that User submits to Company and agrees that a third-party processing company may store such financial information. Users will automatically be charged for all fees and taxes as due. The user's obligation to pay fees continues until the payment is satisfied. Suppose the User's payment card issuer, ac, count, or bank does not honor charges the User has paid using the User's card, account, or bank. In that case, the User will remain directly liable to Company for all unpaid

amounts. The user may cancel her registration by emailing driver_support@mae-pb.com or through the User's account on mae-pb.com.

d. Non-payment of any fees or other sums due to the Company related to the use of the Services will result in termination. The company may, at its discretion, also appoint an outside debt collection agency to collect amounts owed to Company. User agrees to reimburse Company for all costs that Company incurs in enforcing its collection of User's unpaid amounts, including debt collection agency fees, reasonable attorneys' and legal fees, and court costs.

e. All overcharges or billing disputes must be reported within thirty (30) days of the dispute's date. Suppose the User disputes a charge their her payment card issuer, account, or bank that, in the Company's reasonable judgment, is a valid charge under the provision of this Agreement. In that case, the User agrees to reimburse the Company for its reasonable costs in connection with the investigation of the matter. Company will refund any such fees if the study finds that the User's action in disputing the charge to their card issuer, account, or bank was justified because the order was not, in fact, a valid payment under the provisions of this Agreement.

f. All fees are non-refundable, and there are no refunds.

19. General.

- o a. Notices. All notices, demands, or consents required or permitted under these Terms of Use shall be in writing. They shall be delivered via email, return receipt requested at the following addresses: If to the Company:

legal@mae-pb.com

If to User:

At the User's e-mail associated with their account.

The primary addresses may be changed from time to time by updating these Terms of Use or updating the User's email address for the User's account, as applicable.

b. Governing Law; Submission to Jurisdiction. These Terms of Use shall be governed by and construed by the laws of the state of Michigan. Users acknowledge that by using the services provided under these Terms of Use, Users have transacted business in the form of Michigan. By transacting business in the state of Michigan, Users voluntarily submit and waive any defense to the jurisdiction of courts located in Genesee County, state of Michigan, as to all matters relating to or arising from these Terms of Use.

c. Costs of Litigation. Suppose either party brings any action against the other party regarding the subject matter of these Terms of Use. In that case, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney's fees, costs, and litigation expenses.

d. Severability. Any provision of these Terms of Use determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make any other provision of these Terms of Use.

e. No Waiver. The waiver by either party of, or the failure of either party to take action concerning, any breach of any term, covenant, or condition contained in these Terms of Use shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other time, covenant or condition contained in these Terms of Use. The subsequent acceptance of any payment due under these Terms of Use by any party shall not be deemed a waiver of any preceding breach of the party making a payment concerning any term, covenant, or condition contained in these Terms of Use.

f. Entire Agreement; Modifications Only in Writing. These Terms of Use (i) constitute the entire agreement between the Company and Users concerning the Services, content, and all other subject matter of these Terms of Use; and (ii) supersede any contemporaneous or prior proposal, representation, agreement, or understanding between the parties.

g. No Third-Party Beneficiaries. These Terms of Use are for the sole and exclusive benefit of the Company and Users and are not intended to benefit any third party. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of these Terms of Use.

h. Survival. The provisions of Sections 2(c), 5, 10, 11, 12, 13, 14, 16, 17, 18, and 19 of these Terms of Use shall survive the termination of these Terms of Use.

i. Binding Contract. THIS IS A BINDING LEGAL CONTRACT. ALL USERS AGREE TO BE BOUND BY THESE TERMS OF USE AND BE LIABLE TO THE COMPANY FOR ANY NON-COMPLIANCE WITH THESE TERMS OF USE. IF ANY USER DOES NOT AGREE TO THESE TERMS OF USE, THE USER SHOULD NOT USE THE SERVICES.

Collection and Use of Personal Information. The Michigan Department of General Services and the Michigan Department of Environment, Great Lakes, and Energy provide electric vehicle charging infrastructure expertise. The general privacy policy is available at <https://www.michiganbusiness.org/>.

They are providing Personal Information. OFAM collects your name, email address, and phone number to alert you when the four-hour time limit is exceeded or when charging sessions may be temporarily shut off to avoid overloading the electrical system. These data elements were derived from optional user registration on the MAE platform. If drivers choose not to register as a user with MAE, OFAM will not have the contact information to alert you when the four-hour time limit is exceeded or when the charging session will be temporarily shut off.

Access to Your Information. You may review the records maintained by The Michigan Department of Environment, Great Lakes and Energy Office of Fleet and Asset Management that contain your personal information, as permitted by the Information Practices Act. See below for contact information.

Possible Disclosure of Personal Information. To comply with the Low Carbon Fuel Standard, The Michigan Department of Environment, Great Lakes, and Energy share charging session data with the Michigan Environmental Protection Agency.

Contact Information. For questions about this notice or access to your records, you may contact The Michigan Department of Environment, Great Lakes and Energy Unit at 888.522.0103, by email at <https://www.michiganbusiness.org/>, or by mail at: Fill out the form below and a representative from MEDC will contact you or call us at 888.522.0103.

Michigan Economic Development Corporation, 300 N. Washington St., Lansing, MI 48913