

Terms and conditions

Effective: November 2020

Welcome to SolarTrade

1. Who we are and how to contact us

1.1 This website with web URL: www.solartrade.io (“Website” and a “Crowd-Sale Website”) is made available and owned by SolarTrade, registered as SolisTrade Leasing Services Inc., a corporation duly organized and existing under and by virtue of the laws of the Philippines with SEC number 2020100003193-00 and with principal office address at UNIT 4D D’METYANGS BUILDING, 5064 P. BURGOS ST., POBLACION, MAKATI CITY (“we”, “our”, or "us). Any reference to us includes our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, related entities, advisers, sub-contractors, service providers and suppliers.

1.2 To contact us, reach out via solartrade.io/contact-us or via contact@solartrade.io

2. These Terms and conditions

2.1 This page explains the rules for visiting and using our website. These rules are our standard terms upon which we intend to rely (our “terms and conditions”).

2.2 Part 1, page 2, of these terms and conditions apply to all visitors to our Website, including those visitors who register on our Website as members (“Members”, “Lessors”), and sets out the rules for visiting and using the Website. We refer to them as our Website Terms of Use. Part 2, page 6, of these terms and conditions applies to Members/Lessors only, and sets out the rules on which we provide services to our Members in connection with **leasing opportunities** available on our Website, these are referred to below as our Terms of Service.

2.3 By using our Website, you accept our Terms of Website Use and you agree to comply with them. If you do not agree to our Website Terms of Use, you must not use the Website.

2.4 If you wish to become a Member/Lessor, please read these terms and conditions carefully, including Part 2 (Terms of Service). For your own benefit and protection, you should read our terms and conditions carefully before completing your registration as a Member. If you do not understand any point please ask us for further information.

2.5 These terms and conditions refer to our privacy policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to use. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

2.6 If you are a consumer, please note that these terms and conditions, their subject matter and their formation, are governed by and construed in accordance with Philippines law. All disputes arising out of or in connection with these Terms and Conditions shall be submitted to the exclusive jurisdiction of the courts of The Philippines.

2.7 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of Philippines law. The language to be used in the arbitral proceedings shall be English, unless otherwise agreed between the disputing parties. This contract shall be governed by the substantive law of Philippines.

Part 1 RULES THAT APPLY TO VISITORS AND MEMBERS (WEBSITE TERMS OF USE)

3. Modifications

3.1 We reserve the right to, from time to time and in our own and absolute discretion, amend these Website Terms of Use. Any amendments to these Website Terms of Use shall be effective immediately after the publication on our Website. Every time you wish to use our Website, please check these Website Terms of Use to ensure you understand the terms that apply at that time.

3.2 We may update and change our Website from time to time to reflect changes to our offering, our user's needs and our business priorities

4. Interruptions, errors and omissions

4.1 Whilst all reasonable endeavors will be made to ensure the maintenance and availability of this Website, we do not accept liability arising from any interruption of service or delays that may occur in connection with the Website, or if the Website is not available at any particular time or location.

4.2 There may be times when our online services are unavailable due to planned maintenance. We will try to inform you in advance of any such suspension through a general notice on the Website but this may not always be practicable.

4.3 We may vary the specification of this Website from time to time without notice.

5. Acceptable Use

5.1 You may use our Website only for lawful purposes. You may not use our Website:

5.1.1 in any way that breaches any applicable local, national or international law or regulation;

5.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

5.1.3 for the purpose of harming or attempting to harm minors in any way;

5.1.4 to send, knowingly receive, upload, download, use or re-use any material which contains any misleading, deceitful, defamatory, obscene, offensive, hateful, sexually explicit material, or material that promotes violence, discrimination or that infringes any copyright, database right or trade mark of any other person;

5.1.5 to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam);

5.1.6 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

5.2 You must not under any circumstances seek to undermine the security of the Website or any information submitted to or available through it.

5.3 You agree to compensate us against all costs, expenses, claims, losses, liabilities or proceedings arising from misuse by you of the Website in breach of this clause 5. This means you will be responsible for any loss or damage we suffer as a result of such breach.

5.4 You are responsible for ensuring that all persons who access the Website through your internet connection are aware of these Website Terms of Use, and that they comply with them.

5.5 Whilst we make all reasonable attempts to exclude viruses from the Website, we do not accept responsibility for any loss, disruption or damage to your data or your computer system that may occur whilst using the Website, unless such damage is caused by our failure to use reasonable care and skill. You are strongly recommended to take all appropriate safeguards before using the Website.

6. Intellectual property rights

6.1 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

6.2 You may print off one copy, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others to content posted on our Website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

6.3 You must not use any part of the content on our Website for commercial purposes without obtaining a license to do so from us or our licensors.

6.4 The use by you of any trade marks, logos and trade names appearing on our Website is strictly prohibited unless you have our prior written permission.

6.5 You are aware of that the Website may also contain content provided by third parties and that such content may be protected by copyrights, trademarks, service marks, patents, trade secrets or other rights covered by law. You agree to abide by and maintain all copyright and other legal notices, information, and restrictions contained in any such content accessed through the Website.

7. Links to our Website

7.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

7.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

7.3 You must not establish a link to our site in any website that is not owned by you.

7.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

7.5 We reserve the right to withdraw linking permission without notice.

7.6 The website in which you are linking must comply in all respects with the content standards set out in clause 5.

7.7 If you wish to link to or make any use of content on our site other than that set out above, please contact us.

8. Disclaimer and liability

8.1 The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website.

8.2 Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether expressed or implied, that the content on our Website is accurate, complete or up to date.

8.3 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

8.4 This Website may include information and materials uploaded by other users of the Website. This information and these materials have not been verified or approved by us. The views expressed by other users on our Website do not represent our views or values.

8.5 Whether you are a consumer or a business user:

8.5.1 we do not exclude or limit in any way our liability to you where it would be unlawful, dishonest or unfair to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law;

8.5.2 if you are a Lessor/Member who has participated in a leasing agreement via our Website, different limitations and exclusions of liability will apply to liability arising as a result of the provision of services by us, which are set out in part 2 of our Terms of Service below.

8.6 If you are a business user:

8.6.1 we exclude all implied conditions, warranties, representations or other terms that may apply to our Website or any content on it;

8.6.2 we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (a) use of, or inability to use, our Website; or (b) use of or reliance on any content displayed on our Website.

8.6.3 in particular, we will not be liable for: (a) loss of profits, sales, business, or revenue; (b) business interruption; (c) loss of anticipated savings; (d) loss of business opportunity, goodwill or reputation; or (e) any indirect or consequential loss or damage

PART 2 - RULES THAT APPLY TO MEMBERS, LESSORS (TERMS OF SERVICE).

9. Terminology used in these Terms of Service

9.1 In addition to any terms defined in Part 1 and any other terminology found in these terms and conditions, the following terminology shall apply for the purpose of these Terms of Service:

“Business Day” refers to a day other than a Saturday, Sunday or public holiday in Philippines when banks in Philippines are open for business.

“Purchase” refers to the purchase by a Member of a physical solar panel, on the terms set out on the Website, and the words “purchase” and “purchased” shall be construed accordingly unless the context requires otherwise.

“Buyer” refers to any Member who has purchased a panel on our website

“Lessor” refers to any Member who is/has sublet his/her solar panel(s) to an entity through SolarTrade representation.

“Party” or **“Parties”** refers to the parties to this agreement, being you and us.

“Solar Performance Leasing Agreement” refers to the agreement entered into by SolarTrade, the representative party of the Lessor(s), and a Tenant.

“Solar Panel(s)” refers to the panels that Members can purchase.

“The Crowdsale” refers to the campaign organized by SolarTrade in which Buyers/Lessors can purchase Solar Panels to be leased out to the Tenant as described in the Offer Letter.

“The Services” refers to all services provided by us on the Website, as further described in clause 11.

“Payment Provider” refers to the payment solutions provider which operates the systems allowing for payments to be made between you, the tenant and SolarTrade.

“Offer Letter”, **“Offer”**, **“Prospectus”** refers to the leasing opportunity offered by SolarTrade to its Members. Each prospectus, offer letter is described in detail on the Website on the Offer Page.

“Tenant” refers to a company to whom the solar equipment will be leased, sealed by a solar performance agreement.

“Offer Page” refers to the page on the Website that provides information relevant to a specific Offer.

“The Contractor” refers to the third party ECP party chosen by SolarTrade to supply and execute the installation of the solar equipment, inclusive of the Solar Panels, on the premises on the Tenant.

10. These Terms of Service

10.1 These Terms of Service set out the rules on which we provide Services to our Members, Lessors in connection with leasing opportunities available on our Website. By submitting your membership application, you agree to be bound by and comply with these Terms of Service which will govern the agreement between you and us.

10.2 We reserve the right to, from time to time and in our own and absolute discretion, revise these Terms of Service from time to time. Any revised Website Terms of Use shall be effective immediately after the

publication on our Website. If we should revise these Terms of Service in a way that affects the Service or these Terms of Service materially, we will give you at least five (5) days' notice by email of such changes to these Terms of Service before they take effect.

11. The Services

11.1 Through our Website, we give our Members the opportunity to purchase and lease out solar equipment sealed by a Solar Performance Leasing Agreement between SolarTrade, representing the Lessors, and the Tenant. Our Website provides information about the Offer and the means for Buyers to transfer funds to purchase the Solar Panels to be leased out

11.2 We carry out checks on each Tenant, assisted by the Contractor, to comply with our regulatory/technical/financial obligations, including using reasonable endeavors to ensure that the information provided by a Tenant which appears on the Website is accurate. However, you should ensure that you have fully considered the information available on our Website about the Offer, and if you are unsure of any point, you should contact us for clarification.

11.4 We carry out checks on each Contractor to comply with our regulatory obligations, including reasonable endeavors to ensure the Contractor possesses the adequate capabilities to supply the equipment, as described in the Offer, and execute the installation of the equipment part of the Solar Performance Agreement in a manner considered safe by standards of the solar industry.

11.5 We also carry out administrative functions on behalf of the Members and Tenants, including:

11.3.1 facilitating the relevant parties to purchase solar equipment, Solar Panels;

11.3.2 facilitating the relevant parties into entering a Solar Performance agreement and any related documentation;

11.3.3 providing information to both Lessors and Tenants;

11.3.3 providing administrative functions in relation to the purchasing, installation and operation of the Solar Performance Agreement. This includes the transfer of funds between Buyers/Lessors and the Contractor, invoicing & collecting from the Tenant and organizing the redistribution of the earnings to Lessor, with the help of Payment Provider; and

11.3.4 acting as intermediary for all necessary communications between Lessor, Contractor and the Tenant.

12. Membership

12.1 You must become a Member to participate in the Offer through our Website. Anyone over the age of 18 may register to be a Member.

12.2 By submitting your registration to become a Member, you represent and warrant that:

12.2.1 if you are an individual, you are at least 18 years old and you have capacity in your jurisdiction to form a binding contract. We reserve the right to ask for proof of age from you and your account may be suspended until such proof of age has been provided. You may be allowed to use selected social media accounts, for example Facebook, to sign in to the Website in which case you may be asked to submit additional information about yourself to complete your registration as a Member;

12.2.2 if you act on behalf of an entity, you warrant that you have the appropriate legal authority to enter into this and other legal agreement and act on behalf of that entity. The entity will be bound by these Terms of Service and all your actions at the Website will be interpreted as actions taken by the entity;

12.2.3 all information about you or the entity you provide to us during the registration process and at any time thereafter is up to date, accurate, true and complete. You shall, as long as you (or the entity you represent) are a Member, keep the information about you (or the registered entity) up to date and complete at all times

12.3 We reserve the right, in our sole discretion, to refuse to accept a person or entity as a Member.

12.4 Upon registration as a Member, you may be provided with (or you may provide to us) a user identification code, password or any other piece of information as part of our security procedures. You must treat all your identification information as confidential. You must not disclose it to any party. We reserve the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Service.

12.5 You are also fully responsible for any activities that take place under your account. You shall not authorize any third party to use your account credentials. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us and reset your password as soon as reasonably practicable. We will not be liable for any loss, damage or other liability arising from your failure to comply with this clause

12.5. We reserve the right not to act on your instructions if we reasonably suspect that the person logged into your account is not you or if we suspect unauthorized use or fraudulent activity.

13. Purchase and Payments

13.1 Upon successful registration as a Member, you will be given the option to purchase solar panels, in the Crowdsale, to be leased out as part of a Solar Performance Leasing Agreement. Purchases made on SolarTrade are made in the currency indicated in the Offer. Every Purchase is net of fees, inclusive of applicable transaction fees and tax. For cross border purchases, additional foreign exchange fees may apply. The applicable exchange rate will be dictated by the Payment Provider.

13.2 By submitting your purchase via our Website, you are agreeing to purchase the Solar Panels and the terms set out in the Offer Letter. You should ensure that you read the Offer Letter carefully before you submit your application participate. In the event of a conflict between these Terms of Service (or other terms) and the Offer Letter, the terms dictated by the Offer Letter shall take precedence.)

13.3 Each Solar Panel will be worth a fixed amount as set out on the Offer and will bear a variable leasing yield at the rate and terms set out in the Offer.

13.4 The Offer will specify the maximum amount of Solar Panels that the Solar Company is selling in respect of particular Offer ("Maximum Amount"), the time window of the Crowdfunding ("Crowdfunding window") after which the offer expires or other terms apply as stated in the Offer and the minimum purchase amount of panels that is required for the Buyer to participate ("Minimum Purchase").

13.5 Once you have purchased Solar Panel(s), the applicable refund conditions will be as stated in the Offer letter. Refunds are only applicable in case the Crowdsale offer is not 100% sold out and has expired.

13.6 We will send each Buyer/Lessor a confirmation email within one Business Day from:

13.6.1 the date the Buyer makes his purchase

13.6.2 the closing of the crowdsale campaign

13.6.3 the activation of the Solar Performance Leasing Agreement

14.10 You acknowledge that we will not supply further confirmations of any orders, and or resulting transactions, and that the confirmation emails under clause 14.9 shall be sufficient and adequate reporting of the service of arranging the reception and transmission of orders and the arranging of resulting transactions, and you hereby consent to the same.

14.11 SolarTrade & the Contractor will provide the Buyer/Lessor with a Solar Panel certificate per Solar Panel purchased once the installation of the equipment on the Tenant's site has been completed, under the form of a unique ID number available electronically via the Website. Buyers/Lessors are responsible for keeping these numbers in a safe place.

14.12 You will be required to provide a valid bank account to SolarTrade, used to receive your leasing funds. If an Offer in which you leased out your Solar Panels is successful, any funds received from the Solar Performance Leasing Agreement in accordance with the Offer will be credited to you.

14.13 If the Crowdsale is not 100% sold out by the end of the Crowdsale window (or such date as may be extended by SolarTrade with approval of the Buyers involved), the funds will be returned to the bank account provided by the Buyer. See section 21 for more information.

14.14 We reserve the right, at our sole discretion and without obligation to explain our reasons for doing so, to refuse a Member's application to purchase.

14.16 More information regarding the purchasing and leasing process can be found on the Website.

14.17 Any Lessor's leasing returns are fully dependent upon the success of the specific Solar Performance Leasing Agreement and the Tenant. By applying to participate in the crowd-sale by purchasing Solar Panels, you declare that you understand:

14.17.1 the risks involved in the Offer, which are described on the Offer;

14.17.2 that neither the Tenant or us can guarantee any payment of the leasing earnings or;

14.17.3 that circumstances out of the hands of SolarTrade can lead to a partial or even a full loss of your Solar Panels

14.17.4 that current and/or future tax legislations might affect your financial position for which you are responsible for.

15. Information on your purchase and Offer performance

15.1 SolarTrade will provide certain information on its website about the Offer performance during the life of the Offer, including its social benefits and leasing performance. It is the responsibility of Lessors/Buyers to check the to ensure they are up to date with the information provided.

15.2 We may, at our absolute discretion, alert Lessors/Buyers (for example via email) to new information available on our Website.

16. Acting on behalf of Lessors & Buyers

16.1 The Lessors/Buyers have authorized us to represent them in relation to the Tenant & Contractor, including but not limited to, acting on behalf of and in the best interests of the Buyers/Lessors, to:

16.1.1 monitor the Tenant compliance with the obligations under the Solar Performance Agreement;

16.1.2 in case the Tenant's breach with the obligations under the Solar Performance Leasing Agreement, communicate and negotiate with the Tenant or enforce other actions from the Tenant (including but not limited to debt collection or when applicable instruct a debt collector service agency to perform the debt collection) in accordance with clause 16.1 below; and

16.1.3 act within and in accordance with special resolution mandate in accordance with clauses 16.4 to 16.8.

16.1.4 SolarTrade's sole obligation to the Lessors in case of the Tenant's breach with the obligations under the Solar Performance Leasing Agreement is to dismantle the solar equipment, inclusive of the Solar Panels in way that is considered mechanically & electrically safe.

16.2 Where the Tenant has (including any grace period contained within the Solar Performance Leasing Agreement) (i) failed to pay any outstanding amount due on the leasing for a period of up to 3 months, or (ii) has failed to perform or comply with any other obligations under the Solar Performance Leasing Agreement for a period of up to 3 months, you acknowledge and agree that we are authorized (but not obliged) by you to communicate and negotiate directly with the Tenant, and amend and/or waive any provisions of the Solar Performance Leasing Agreement relating to such breach (our "Authorisation").

16.3 We will act on behalf of all Buyers/Lessors with respect to any Authorisation, and will act in a way that we believe is in the best interests of all Lessors/Buyers. We may, but shall not be obliged to, seek instructions and/or clarifications from Lessors/Buyers at any time in relation to any Authorisation, and shall not be bound by any instructions and/or clarifications from Buyers/Lessors unless they are contained in a Special Resolution in accordance with clauses 16.4 to 16.8 below.

16.4 Lessors/Buyers may, at any moment in time, appoint us to act on behalf of all Lessors/Buyers in respect of a specific Offer if more than 50% of the total number of such Buyers/Lessors, or those holding more than 50% of the value of the Solar Panels, decide to do so. This is referred to as a "Special Resolution" in the Offer.

16.5 We may, at our sole discretion, accept or reject our appointment under a Special Resolution.

16.6 In the event we accept our appointment and are instructed in accordance with a Special Resolution:

16.6.1 we will act on behalf of all Lessors/Buyers, including those that did not participate in the vote or voted against our appointment; and

16.6.2 we will act in a way that we believe is in the best interests of all Buyers/Lessors, subject to the purposes and within the limits prescribed in the Special Resolution (our "Mandate"). We may seek further instructions and/or clarifications of our Mandate from Lessors/Buyers at any time, but are not required to do so, and will not be bound by any further instructions and/or clarifications from the Lessors/Buyers unless they are contained in a further Special Resolution.

16.7 To the extent that we act within and in accordance with our Mandate, we will not be liable to the Lessors/Buyers for any acts or omissions.

16.8 Our Mandate or Authorization may be revoked by the Lessors/Buyers by passing a Special Resolution (or, if applicable, a further Special Resolution) at any time.

16.9 If we receive information from the Tenant that the Tenant has, or may have (in our reasonable opinion), committed a breach of the Solar Performance Leasing Agreement we may (but shall not be obliged to): alert Buyers/Lessors of this fact, update the Lessors/Buyers of developments in relation to such potential or actual breach, take steps with the Tenant in accordance with clause

16.10 above and/or ask Lessors/Buyers if they wish to pass a Special Resolution to appoint us to act on behalf of all Lessors/Buyers in communicating with the Tenant about the potential or actual breach.

17. Risks

17.1 The specific risks of each Offer will be described on the Offer Page, but it is important that you understand the following general risks about purchasing Solar Panels via our Website:

17.1.1 Partial or full loss of leasing earnings: if a Tenant performs poorly or fails altogether, you may lose part or all of your predicted leasing earnings as described on the Offer. We highly recommend to diversify across a range of campaigns and opportunities, rather than concentrate on one opportunity, to reduce the impact in the event any of those fails.

17.1.2 Partial or full loss of Solar Panel(s). Due to extreme circumstances laid out in the Offer letter such as natural disasters, electricity grid failure, etc (no covered by the insurance as laid out in the Offer letter), your Solar Panels risk to become worthless. Therefore, you should never purchase more panels than what you can afford to lose. We highly recommend to diversify across a range of campaigns and opportunities, rather than concentrate on one opportunity, to reduce the impact in the event any of those fails.

17.1.3 Illiquidity: The Solar Panels that you purchased are transferable. However, there is a chance that there is no demand on the secondary market for these Solar Panels. The Solar Panels can therefore be illiquid. This means that you might find it difficult to sell your panels if you no longer wish to hold them.

18. SolarTrade's fees

18.1 We do not charge fees to Lessors/Buyers. However, Buyers/Lessors may be subject to other costs and/or fees in connection with the Offer such as potential cross border transaction fees upon pay out (as explained in the Offer Letter) and any taxes payable in any jurisdiction, which might not be paid via our Website or imposed by us.

18.2 Our incentives are aligned with our Lessor's and Buyer's incentive. We only collect a variable service fee on the leasing fees collected from the Tenant. Our service fee is used to cover maintenance & some insurance cost, which can vary widely depending on the Offer, associated with the Solar Performance Leasing Agreement and support the continuous development of our platform.

19. Collecting of personal data and record keeping

19.1 We will keep records relating to your purchases and other activities on the Website for not less than 5 years from the date of such activity.

19.2 We are committed to protecting the privacy of our Members and by agreeing to these Terms of Service you also agree to the terms of our Privacy Policy, which sets out how we use your personal information and your rights regarding that information.

20. Liability

20.1 Nothing in these Terms of Service shall limit or exclude our liability for: (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) breach of any terms implied by law or any other liability which cannot be limited or excluded by applicable law, including any regulatory obligations.

20.2 If you are a consumer, if we fail to comply with these Terms of Service, we will be liable for loss or damage you suffer that is a foreseeable result of our breaking these Terms of Service or our failing to use reasonable care and skill, but we will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen. Read the Offer letter carefully to understand all the possible risks before committing.

21. Your right to cancel and termination

21.1 A Member may cancel their membership at any time if not involved into any of the Offers by sending contacting us through the contact us section on our Website. If the Member is involved into any Offers and still wishes to cancel, he will not be eligible for a refund and forfeit the outstanding leasing earnings, as well as his/her Solar Panels.

21.2 A Member may request at any time to physically pick up the Solar Panels. SolarTrade will only approve the request in case the Solar Panels are not actively deployed on a Tenant site because of safety concerns. Active Solar Panels, defined as electrically connected to the grid or other system, can only be accessed by a certified electrician. If the Lessor/Buyer retrieves the Solar Panels, while active, he will be liable to cover any damage to the system, loss of earning, injuries and loss of reputation as a consequence of his/her actions.

21.3 Funds used for purchases made through SolarTrade platform will not be returned unless;

21.3.1 The Crowdsale Window is over and the Offer is not 100% sold out. In this case, SolarTrade will consult all the Members involved for an extension of the Crowdsale Window. In case the majority, 51%, disapproves an extension of the Crowdsale Window, SolarTrade is obliged to return the funds to each involved Buyer in the Offer within 60 days.

21.4 We may in our sole discretion and without limiting our other rights or remedies, terminate your membership with immediate effect if:

21.4.1 you breach these Terms;

21.4.2 if any of the information you gave us when you applied to become a Member is found or suspected to be untrue;

22. Communication

22.1 You agree to receive all communications from us, including but not limited to, notices, agreements, legally required disclosures and other information in connection with the Website and/or these Terms electronically to the email address you specify when registering as a Member. We are entitled to provide electronic communication to you by posting the information on the Website.

22.2 Communications with, to or from us shall be in the English.

23. QUERIES, COMPLAINTS AND DISPUTE RESOLUTION

23.1 Should a Buyer/Lessor have any complaints or queries about the services provided by us or these Terms, they should contact us via the contact us section or other communication means made available on the Website.

25. General

25.1 We may transfer our rights and obligations under these Terms of Service to another organization. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

25.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

25.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms of Service.

25.4 Each of the paragraphs of these Terms of Service operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

25.5 If we do not insist immediately that you do anything you are required to do under these Terms of Service, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us from taking steps against you at a later date.