

# Terms of Service

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## Welcome to Fount!

Fount AS provides its services to you through its website located at [www.fount.energy](http://www.fount.energy) (the “**Site**”) and through its applications and related services (the “**Services**”), subject to the following Terms of Service (the “**Terms**”). The Services are owned and operated by Fount AS (“**Fount**”, “**we**”, “**us**”, “**our**”), with registered business office at Nygårdsgaten 114, 5008 Bergen, Norway, and company registration no. 818 278 152.

These Terms apply to your access to and use of the Services. These Terms also regulate any associated firmware, applications, software, websites, APIs, products, and services that is, or may be, provided by Fount. You must accept these Terms to access the Services and/or to create an account with Fount. If you do not have an account, you accept these Terms by using any part of the Energy Platform.

### 1. Access and Use of the Service

**Services Description:** The Service is designed to provide information, enable purchase and sale of products and services, carry out communication, and give access to other products and services related to the supply and use of energy in the transport and mobility sectors.

**Your Registration Obligations:** You may be required to register with Fount in order to access and use the Services. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service’s registration form. Registration data and certain other information about you are governed by our Privacy Policy as can be found on our Site.

**Member Account, Password and Security:** You are responsible for maintaining the confidentiality of your account and password, if any, and are fully responsible for any and all activities that occur under your account and password. You agree to ensure that you exit from your account at the end of each session when accessing the Service. Fount will not be liable for any loss or damage arising from your failure to comply with this Section.

**Modifications to Service:** Fount reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without prior notice. You agree that Fount will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

### 2. Conditions of Use

**Members:** Users of the Services (“**Members**”) include, but are not limited to, sellers of transport energy (“**Sellers**”), buyers of transport energy (“**Buyers**”), and other parties involved in or who have an interest or role in transport energy (“**Partners**”).

**Independent contractor:** A Member who uses the Services is an independent contractor and is solely responsible for its own actions. Fount is not a party to any agreement between Members. All dealings are solely between the respective Members, and Fount makes no representations and warranties on behalf of any Member and will have no liability for any interactions between Members. Fount is not responsible for any contracts or proposals between Members (or any combination thereof) other than making such contracts available to the other Members. Fount has no control over and does not guarantee the existence, quality, safety, truth, accuracy, or legality of any goods or services advertised by Members; or the ability of Members to sell goods or services, the ability of Members to pay for any goods or services; or that a Member will actually complete a transaction.

**Authorization:** You acknowledge that you are authorized to provide or use offered products and services in accordance with any and all applicable international, national, and local laws, rules and regulations. You shall defend, indemnify and hold Fount harmless from and against any and all fines, penalties, judgments, liabilities, expenses and costs of any nature resulting from your failure to comply with all such laws, rules, and regulations.

**Non-agency:** Fount is not an agent of any Member, and no Member is an agent of Fount. All Members are restricted and unauthorized to perform any legal or financially binding actions on behalf of Fount. Fount does not take possession, custody or control of any energy or quantities thereof at any time. Fount has no responsibility or liability for agreements between Members using the Service. Fount does not guarantee that Members will be paid by other Members using the Services.

**Member Conduct:** You are solely responsible for all code, video, images, information, data, text, software, music, sound, graphics or other materials that you upload, post, publish or display or email or otherwise use via the Service. To the extent permitted by applicable law, Fount takes no responsibility and assumes no liability for any content or for any loss or damage resulting therefrom, nor is Fount liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, or profanity you may encounter when using the Services. Your use of the Services is at your own risk. Fount is not liable for any statements or representations provided by Members. Members shall not decompile, disassemble or otherwise attempt to discover source code, object code or underlying databases, structure or algorithms of the Fount Platform or the Services provided. Further, Members shall not modify, translate or create derivative works based on the Fount Platform or the Services provided.

**Subscription Price:** For the right to access and use the Services, Fount will charge Members a monthly or yearly Subscription Price ("**Subscription Price**"), according to current price list for the chosen subscription plan at the time of each purchase renewal. Upon payment of the Subscription Price, Fount grants the Member access to the Fount Platform (as defined below) and use of the Services. The Subscription Price shall be paid in advance, prior to the Member receiving access to the Services for the first time. Fount is authorized to charge your credit card or other payment instrument/solution in accordance with the terms of your subscription plan for as long as your subscription continues. Your subscription is continuous until you cancel it, or Fount suspends or otherwise stops providing access to the site and/or Services in accordance with these Terms. Your subscription plan may be subject to price adjustments, including automatic price increases, during your subscription; and where a price adjustment applies to you, we will charge or invoice you under the new price structure, starting with the next billing period in the subscription term, or otherwise in accordance with the terms of your subscription plan. You will be notified in accordance with section 10. Your continued use of the Service after the price change or fee adjustments becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with the Services. No access or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Fount.

**Payment Service Fee:** Payment for goods and services between Members provided through the Services are facilitated via third-party payment processing methods and are subject to these providers' agreements. To cover our financial costs, and as is standard for processing online payments, Fount will charge a Payment Service Fee ("**Payment Service Fee**") for these payment transactions. You will be required to provide Fount information regarding your credit card or other payment instrument. Fount may replace its third-party payment processing methods without prior notice. Fount reserves the right to offer and change the Payment Service Fee under which Fount offers its Services. Any such change will follow mechanisms as set forth in these Terms.

**Commercial Use:** Unless otherwise expressly authorized in these Terms or in the Services, you agree not to display, distribute, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Services, use of the Services, or access to the Services.

### 3. Intellectual Property Rights

**Content of the Services:** You acknowledge and agree that the Services may contain content or features ("**Service Content**") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Fount, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Fount from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Services or the Service Content other than as specifically authorized herein is strictly prohibited.

**Software:** The technology and software underlying the Services or distributed in connection therewith are the property of Fount (the "**Software**"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Fount.

**Fount Platform:** Fount is the exclusive owner of the Services provided on its platform ("**Fount Platform**"), and any and all content comprised and included in the provided Fount Platform, including but not limited to data, photos, images, graphics, videos, audio, text, energy trading regimens, software, copyright, intellectual property rights, and other information, content, and other materials posted, generated, provided, or otherwise made available through the Fount Platform. The Fount Platform, including products, data, services and underlying technology, is or may be legally protected as copyright, trademark, patent, intellectual property. Fount logos and other trademarks on the Fount Platform, and the overall look and feel of the Fount Platform, including page headers, graphics, icons, and scripts, may not be copied, imitated or used, in whole or in part, without Fount's prior written approval. Other trademarks, service and/or company names or logos mentioned on the Fount Platform are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder.

**Trademarks:** The Fount name, logos, product names, service names are trademarks and service marks of Fount (collectively the "**Fount Trademarks**"). Other Fount, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Fount. Nothing in this Terms or the Services should be construed as granting, by implication, or otherwise, any subscription or right to use any of Fount Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of Fount Trademarks will inure to our exclusive benefit.

**Third Party Material:** Under no circumstances will Fount be liable in any way for any content or materials of any third parties (including Members), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content.

**User Content:** With respect to the content or other materials you upload through the Services or share with other Members ("**User Content**"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content, you hereby grant and will grant Fount a non-exclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of or improvements to the Services in any form, medium or technology now known or later developed. However, for clarity, you acknowledge and agree that Fount may collect, analyze and use certain information on an aggregated, anonymous basis in order to provide the Services. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services, submitted by you to Fount are non-confidential and Fount will be entitled to the unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

**Publicity:** You acknowledge and agree that Fount may use your name and logo on Fount's website and marketing materials to identify your relationship with Fount.

**Copyright Policy:** Fount respects the intellectual property of others, and we ask Members to do the same. It is Fount's policy, in appropriate circumstances and at Fount's sole discretion, to disable or terminate the accounts of Members who repeatedly infringe the rights of copyright holders. If you believe, in good faith, that any materials on the Fount Platform infringe upon your copyrights, please contact us.

#### **4. Indemnity and Release**

You agree to release, indemnify and hold Fount and their officers, employees, directors and agents (collectively, "**Indemnitees**") harmless from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, any User Content, your connection to the Services, your violation of these Terms or your violation of any rights of another. Notwithstanding the foregoing, you will have no obligation to indemnify or hold harmless any Indemnitee from or against any liability, losses, damages or expenses incurred as a result of such Indemnitee's acting with negligence, gross negligence or willful misconduct.

#### **5. Disclaimer of Warranties**

Your use of the Services is at your sole risk. The Services is provided on an "*as is*" and "*as available*" basis. Fount expressly disclaims all warranties of any kind, whether express, implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Fount makes no warranty that (i) the Services will meet your requirements, (ii) the Services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Services will be accurate or reliable, or (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Services will meet your expectations.

#### **6. Limitation of Liability**

Fount shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost data, personal injury, or property damage related to, in connection with, or otherwise resulting from any use of the Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Fount has been advised of the possibility of such damages, even if a limited remedy set forth herein is found to have failed of its essential purpose. Fount shall not be liable for any damages, liability or losses arising out of: (i) a

Member's use of or reliance on the Services or inability to access or use the Services; or (ii) any transaction or relationship between Members and any third party. Fount shall not be liable for delay or failure in performance resulting from causes beyond Fount's reasonable control. In no event shall Fount's total liability in connection with the Services for any and all damages, losses and causes of action exceed five hundred Euro (EUR 500,-).

## **7. Termination**

You agree that Fount, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Services and remove and discard any content within the Services, for any reason, including, without limitation, for lack of use or if Fount believes that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Services, may be referred to appropriate law enforcement authorities. Fount may also in its sole discretion and at any time discontinue providing the Services, or any part thereof, with or without prior notice. You agree that any termination of your access to the Services under any provision of these Terms may be effected without prior notice, and acknowledge and agree that Fount may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Services. Further, you agree that Fount will not be liable to you or any third party for any termination of your access to the Services.

## **8. Member Disputes**

You agree that you are solely responsible for your interactions with any other Member in connection with the Services and Fount will have no liability or responsibility with respect thereto.

## **9. Processing of personal data**

At Fount, we respect the privacy of Members. Fount's Privacy Policy can be found at our Site. By using the Services, you consent to our collection and use of personal data as outlined therein.

## **10. Entire agreement**

These Terms constitute the entire agreement between you and Fount and govern your use of the Services, superseding any prior agreements between you and Fount with respect to the Services. You may also be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third party content or third party software. We reserve the right, at our sole discretion, to change or modify portions of these Terms at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these Terms were last revised. Any changes will become effective when posted. Your continued use of the Services after changes are posted constitutes your acceptance of the new Terms.

## **11. Applicable law and jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of Norway. Any dispute, controversy or claim arising out of or relating to these Terms shall be finally settled by the regular courts of Norway. You agree to and accept Bergen district court as legal venue.

## **12. Notices**

All notices to Fount in relation to these Terms shall be sent by email to mail@fount.energy.

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