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- ✓ ENGINEERING
- ✓ PROJECT MANAGEMENT
- ✓ PR - ADVERTISING - VIDEOS
- ✓ SALES & MARKETING



**Membership Agreement of bipvloft - just solar architecture®**

for

PV Professionals

*This Membership Agreement, hereinafter referred to as the "Agreement", has entered into force from the date you make the payment to the provider Social Business Loft LLC of **bipvloft - just solar architecture®**, hereinafter referred to as "**bipvloft**" and you hereinafter referred to as the "**Member**", who purchased the membership and made the payment, with the condition of accepting the **Terms&Conditions** and this Membership Agreement published on our website [bipvloft.com](http://bipvloft.com). This Membership Agreement and our Terms & Conditions are available on our website [bipvloft.com](http://bipvloft.com), but will also be sent to you by e-mail once you have booked your membership.*

**RECITALS:**

*WHEREAS **bipvloft** is founded for the following purpose, elaborated on more fully below as:*

- *solar architectural design service provider*
- *technical engineering provider*
- *online service [www.bipvloft.com](http://www.bipvloft.com) to provide detailed solution information and product information, in the membership area (LogIn necessary)*
- *lead generation from project requests of our own marketing activities, if the planned project is in your country, city and area, and the member can provide the needed services*

*WHEREAS, Member would like to benefit from the services **bipvloft** and acknowledges and agrees to be bound by the terms and conditions listed herein;*

*NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Member do agree as follows:*

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## Article 1 - MEMBERSHIP:

This Agreement forms a legally binding agreement between **Member** and **bipvloft** and governs the Member's access and use of the **bipvloft.com website** and any services thereon (collectively the "Membership Services").

BY ACCESSING OR USING ANY OF THE MEMBERSHIP SERVICES AND BY SIGNING THIS AGREEMENT THROUGH PAPER OR ELECTRONIC MEANS, YOU AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT AND ANY AMENDMENTS THERETO. READ THIS AGREEMENT CAREFULLY BEFORE USING ANY OF THE MEMBERSHIP SERVICES, ESPECIALLY SINCE THIS AGREEMENT MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION, AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF ANY OF THE MEMBERSHIP SERVICES.

It is expressly pointed out that the membership is not a pure online service or internet service, but mainly Concept & Solution Designs are provided for members. All services are provided internationally outside of the European Union.

## Article 2 - MEMBERSHIP SERVICES:

2.1. The Membership Services provided by **bipvloft** are as follows based on your selected membership package (see price list for memberships):

- a) Concept design for real integrated PV and BIPV projects include selection of modules and other needed equipment, installation graphics of manufacturers, up to 6 aesthetically 3D renderings and 1 project presentation.
- b) Solution Designs selection of PV/BIPV modules and other needed products, installation graphics of manufacturers, up to 6 aesthetically 3D renderings and 1 solution presentation under the brand of the member

The Membership Services will specifically include the ability and responsibility of **bipvloft** to deal with all requisites third parties.

2.2. Services common to all memberships provided by **bipvloft** are as follows:

- a) Regional Solution Partnership = LEADS from bipvloft through our b2b marketing
- b) Details of all Solution Designs
- c) Monthly InnovationLetter to be always up-to-date in BIPV
- d) Product Research Service

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### **Article 3 - DESIGN SERVICES OF THE MEMBERSHIP**

**Concept Design** Is intended for real projects as a first basis for BIPV, in which - on the basis of the architectural plans and 3D renderings - various possibilities for the integration of different photovoltaic modules are examined and visualized. If it makes sense, we implement this with 2 different solar modules. Detailed planning, façade planning and electrical planning are not included, but can be provided by us as part of the project implementation. If desired, we can also provide support in the area of project management in order to support professional implementation according to plan.

**Solution Design** Is intended for the integration of BIPV including the modelling of the outer shells of villas & residential complexes, factory buildings and warehouses, high-rise buildings and solar carports, to be used as marketing & promotional material. Where appropriate, we will implement this with 2 different solar modules. Detailed planning, facade planning. Floor plans and electrical planning are not included, but can be provided by us as part of the project implementation. If desired, we also provide support in the area of project management in order to support professional implementation in accordance with the plan.

### **Article 4 - DISCLAIMERS:**

**bipvloft** hereby expressly disclaims any and all responsibility for the actions, interactions, conduct, communications or other relationships of any Members through the Membership Services or otherwise. **bipvloft** makes no warranties, representations, guarantees, or other promises or covenants with regard to any Member or their conduct.

Member hereby acknowledges and agrees that **bipvloft** is not responsible or liable in any way for Member's interactions with others and that Member's actions and interactions are Member's sole and exclusive responsibility.

### **Article 5 - REGISTRATION:**

Member may be asked to register to use the Membership Services by **bipvloft**. Member will choose a unique identifier and password. Member is responsible for ensuring the continued accuracy, security, and confidentiality of this information. Member may also be asked to provide billing information, which will be subject to the same requirements of accuracy, security, and confidentiality. Providing false or inaccurate information or using the Membership Services further fraud or unlawful activity is grounds for immediate termination of this Agreement.

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- ✓ ENGINEERING
- ✓ PROJECT MANAGEMENT
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- ✓ SALES & MARKETING



#### **Article 6 - USE:**

6.1. Member agrees not to use the Membership Services for any unlawful purpose, or any purpose prohibited under this clause. Member agrees not to undertake any action which may damage **bipvloft** in any way.

6.2. Member further agrees not to use **bipvloft** or Membership Services:

- a) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- b) To violate any intellectual property rights of the Organization or any third party;
- c) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- d) To perpetrate any fraud;
- e) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- f) To publish or distribute any obscene or defamatory material;
- g) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- h) To unlawfully gather information about others.

6.3. Should the number of booked Concept Designs and/or Solution Designs not be used within the membership period, these can be carried over into the following year - against reduction of the fee for the following year - or **bipvloft** can create Solution Designs for the member's own use/marketing. If both options are not used, a full or pro rata refund is excluded.

6.4. All details regarding services provided by **bipvloft** will be sent as a PDF or Power Point presentation to the email address provided when booking the membership.

#### **Article 7 - FEES:**

Member agrees to pay **bipvloft** membership fees ("Fees") at the execution of this Agreement and as **bipvloft** requires thereafter. Member will be shown the specific Fees applicable to the Membership Services at the time of execution and will pay such Fees through **bipvloft's** online payment system. Fees are payable as described therein.

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**bipvloft – just solar architecture® MEMBERSHIP: PV PROFESSIONALS**

BIPV Basic €150 Billed annually	BIPV PRO €552 Billed annually	BIPV START-PRO €2,220 Billed half-yearly or annually	BIPV PREMIUM €4,248 Billed quarterly or annually
<p>For teams that like to have bipvloft in their background and just need basic information for the beginning</p> <ul style="list-style-type: none"> <li>✓ Regional Solution Partnership = LEADS from bipvloft through our b2b marketing</li> <li>✓ Details of all Solution Designs</li> <li>✓ Monthly InnovationLetter to be always up-to-date in BIPV</li> </ul>	<p>For teams that need some more concept designs for professional proposals and tenders</p> <ul style="list-style-type: none"> <li>✓ Basic Plus:</li> <li>✓ Product/Solution Research Service</li> <li>✓ Annual 4 free Concept Designs for proposals</li> <li>✓ 20% discount for more concept designs, engineering and supervision</li> </ul>	<p>For teams just getting started at the BIPV sector and like to integrate own solution designs in their marketing and website</p> <ul style="list-style-type: none"> <li>✓ Basic Plus:</li> <li>✓ Package of 8 Concept Designs or Solution Designs for your marketing &amp; website</li> <li>✓ Integration in yearly 3 of our SolutionLetter for the construction industry</li> <li>✓ Creating sales presentation drafts in your corporate design include professional proposals</li> <li>✓ 25% discount for a complete landing page for your most favorite solution as marketing instrument</li> </ul>	<p>For teams that manage much more proposals, tenders and projects with creative solar architecture solutions</p> <ul style="list-style-type: none"> <li>✓ Basic Plus:</li> <li>✓ Annual 12 free Concept Designs or Solution Designs for proposals</li> <li>✓ Integration in yearly 3 of our SolutionLetter for the construction industry</li> <li>✓ Annual 2 interviews include integration in our social media campaigns</li> <li>✓ 20% discount for more concept designs, engineering and supervision</li> </ul>

I/we order the Membership payment option as on the website of bipvloft under <https://www.bipvloft.com/membership> "BECOME A MEMBER" chose.

**7.1. Payments and Billings**

In order to benefit from **bipvloft** services, you accept the payment terms of the membership model you purchased with the membership you have purchased from [bipvloft.com/membership](https://www.bipvloft.com/membership) page. The details of these payment terms are as follows:

- All subscriptions you have purchased as "BIPV BASIC" or, "BIPV PRO" member, will be billed annually.
- All subscriptions you have purchased as "BIPV START-PRO" member will be billed half-yearly or annually
- Billing of the subscriptions you have purchased as "BIPV PREMIUM" member, will be billed quarterly or annually

Should **bipvloft** have provided more than 80% of the main services (Concept and/or Solution Design) earlier, **bipvloft** has the right to invoice the full annual amount.

Example:

The **bipvloft** member has paid the fee for 3 months but **bipvloft** has already provided 3/4 or 6/8 or 8/12 (depending on the membership) Concept and/or Solution Designs, the outstanding amount for the annual fee will be due and invoiced.

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- ✓ PROJECT MANAGEMENT
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## 7.2. Changes

If **bipvloft** makes any changes to its monthly and annual membership fees, it will notify you of these changes and how you will accept them. Price changes take effect at the beginning of the next subscription/payment period following the price change date. Subject to applicable law, by continuing to use the **bipvloft** service after the price change takes effect, you accept the new price. If you do not accept a price change, you have the right to reject the price change by canceling the member model you have selected before the price change takes effect.

## 7.3. Renewal, Cancellations and Withdrawal

Your payment to **bipvloft** is automatically renewed at the end of the current subscription period, unless you cancel your subscription before the current subscription period of your subscription you have purchased through **bipvloft**. The cancellation will take effect the day after the last day of the current subscription period and you will not be able to use **bipvloft** services any longer. If you terminate any **bipvloft** Membership Agreement, any subscription fees already paid to us will not be refunded to you by **bipvloft**. If you want a full refund of the monies paid to **bipvloft** before the end of the Withdrawal Period, you must contact the person specified as the contact person in the agreement. You agree that when we process any refund in accordance with your request, we will refund the amounts using the method you used for the payment.

Your subscription will be terminated automatically when the prepayment balance is insufficient for the subscriptions you have purchased from **bipvloft** subscriptions and which we invoice monthly. If you purchased your membership through a third party, you must cancel directly with that third party. Cancellation of membership is possible at least 6 weeks before the end of the membership-year, with a proven receipt of the cancellation by **bipvloft** via e-mail.

## Article 8 - RELEASE:

Member hereby releases **bipvloft**, as well as any of its affiliates, licensors, suppliers, subsidiaries, parents, or other legal representatives, from any claims, demands, damages or other legal action which may arise from Member's dispute with any other Member.

## Article 9 - TERMINATION:

This Membership Agreement shall continue until terminated by either Party. In order for Member to cancel, a written notice must be provided to **bipvloft** (Please check **the article 7.3 Renewal, Cancellations and Withdrawal**).

This Agreement may also be immediately terminated in the event that there is a breach of the terms of this Agreement by either Party. This Agreement will also immediately terminate upon the death of the Member, the inability of the Member to pay the Fees required, the liquidation, dissolution or

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- ✓ ENGINEERING
- ✓ PROJECT MANAGEMENT
- ✓ PR - ADVERTISING - VIDEOS
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discontinuance of **bipvloft** in any manner, or the filing of any petition by or against **bipvloft** under federal or state bankruptcy or insolvency laws.

#### **Article 10 - LIMITED LICENSE:**

Member acknowledges and agrees that the **bipvloft's** name, services, and any logos, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by **bipvloft** or its affiliates, licensors, or suppliers.

The **bipvloft** logo, all other designs and the entire content of our website and landing pages belonging to the **bipvloft** brand may only be used with the express written consent of **bipvloft** or its provider.

Member acknowledges and agrees that **bipvloft** cannot share all details and information with the member about the projects and clients in terms of concept solution design privacy necessities.

Member acknowledges and agrees that the source and object code of certain Membership Services and the format, directories, queries, algorithms, structure, and organization of the same are the intellectual property, proprietary, and confidential information of **bipvloft** and its affiliates, licensors, and suppliers.

Member expressly agrees not to do anything inconsistent with **bipvloft's** ownership of all of the intellectual property discussed herein. Member further agrees that there are no rights, title, or interest in or to any Membership Services, except as stated in this Agreement. In addition, except as expressly set forth in this Agreement, Member is not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other proprietary rights of **bipvloft** or any third party.

#### **Article 11 - RESTRICTIONS:**

Member is prohibited from selling, reselling, or making commercial use of the Membership Services, unless Member has specifically an executed agreement with **bipvloft** that expressly allows for such activity.

#### **Article 12 - THIRD-PARTY SERVICES:**

Certain Memberships Services may integrate, be integrated into, or be provided in connection with third-party websites, services, content, and/or materials ("Third-Party Services"). **bipvloft** does not control any Third-Party Services. **bipvloft** makes no claim or representation regarding the third-party services and accepts no responsibility for the quality, content, nature, or reliability of Third-Party Services. There is no implied affiliation, endorsement, or adoption by **bipvloft** of these Third-Party Services and **bipvloft** shall not be responsible for any content provided on or through these Third-Party Services.

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- ✓ ENGINEERING
- ✓ PROJECT MANAGEMENT
- ✓ PR - ADVERTISING - VIDEOS
- ✓ SALES & MARKETING



#### **Article 13 - MEMBER CONSENTS:**

Member agrees and verifies that all the information they have given **bipvloft** and its representatives is accurate, up to date, and without the omission of any requested information. Member agrees and verifies that even if they have omitted any necessary personal information, whether knowingly or unknowingly, they will hold **bipvloft** harmless against all liability for any damages that may occur to Member or others because of Member's actions or inactions. Member agrees to notify **bipvloft** Membership Group of any changes or upcoming changes concerning their personal information.

#### **Article 14 - ASSUMPTION OF RISK:**

Member agrees and understands that their participation in the Membership Services may involve risks. These risks may lead to tangible or intangible harm, and Member agrees that these risks may result not only from their own actions but also from the actions of others. With the knowledge and understanding of these risks, Member chooses, of their own will and volition, to continue participating in the Membership Services.

#### **Article 15 - INDEMNIFICATION:**

Member agrees to defend and indemnify **bipvloft** and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Member's use or misuse of the activities, Member's breach of this Agreement, or Member's conduct or actions. Member agrees that **bipvloft** shall be able to select its own legal counsel and may participate in its own defense, if so desired.

#### **Article 16 - REPRESENTATION:**

Member agrees that they are over 16 (sixteen) years of age and may legally consent to and enter into this Agreement.

#### **Article 17 - ENTIRE AGREEMENT:**

This Agreement constitutes the entire understanding between the Member and **bipvloft** with respect to any and all use of the Membership Services. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the Parties' relationship.

#### **Article 18 - COUNTERPARTS:**

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.



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- ✓ PROJECT MANAGEMENT
- ✓ PR - ADVERTISING - VIDEOS
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#### **Article 19 - SURVIVAL:**

Any provision of this Agreement which by its terms imposes continuing obligations on either of the parties shall survive termination of this Agreement.

#### **Article 20 - SEVERABILITY:**

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and subparts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

#### **Article 21 - DISPUTE RESOLUTION:**

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of Florida. Each Party shall pay its own costs and fees. Claims necessitating arbitration under this section include, but are not limited to contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes, or regulations. Intellectual property claims by the Organization will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this subpart of this Agreement, waive any rights they may have to a jury trial regarding arbitral claims.

#### **Article 22 - GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the internal laws of Florida without giving effect to any choice or conflict of law provision or rule.

#### **Article 23 - NOTICES:**

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other, personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this section.

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- ✓ ENGINEERING
- ✓ PROJECT MANAGEMENT
- ✓ PR - ADVERTISING - VIDEOS
- ✓ SALES & MARKETING



#### **Article 24 - HEADINGS:**

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

#### **Article 25 - VALIDITY WITHOUT SIGNATURE:**

This membership contract is generally valid without signature for all members who have booked and paid for a membership with **bipvloft** online on our website.

**bipvloft - just solar architecture**<sup>®</sup>  
a service of Social Business Loft LLC

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