

Crusoe Website Terms of Use

Introduction

These Crusoe Website Terms of Use (the “**Website Terms of Use**”) apply to your personal use of the web properties that we provide (such as <https://crusoe.ai>, collectively “**Websites**”).

When we refer to “**Crusoe**” throughout this document, or to “**we**” or “**us**”, we’re referring to Crusoe Energy Systems, LLC along with its Affiliates. “**Affiliate**” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party. And “**Control**” means control of greater than 50 percent of the voting rights or equity interests of a party.

This Agreement does not apply to the Crusoe Cloud Platform or any other services that Crusoe provides, which are covered under the [Crusoe Cloud Platform Terms of Service](#).

Your access to and use of the Websites is conditioned upon your acceptance of and compliance with these terms. We reserve the right to update or modify this agreement at any time without prior notice to you. We encourage you to review this agreement whenever you use the Websites. Do not use the Websites if you do not agree to these terms.

If you have any comments or questions about these terms, you may contact us at legal@crusoe.ai.

Prohibited Uses

You shall not use the Websites to violate any applicable laws, including to:

1. misuse, steal, misappropriate, reverse engineer, or create derivative works based on any of the intellectual property we make available on our Websites, including any of the HTML or source code, scripts, text, artwork, photographs, images, video, audio, or other designs on our Websites (collectively “**Content**”);
2. commit fraud, forgery, or theft of funds, credit cards, or personal information;
3. pose as another person or service for the purposes of phishing;
4. distribute any materials of a threatening or harmful nature, including threats of physical harm or materials that are malicious, harassing, libelous, defamatory, extortionate, or which would otherwise harm Crusoe’s reputation; and
5. distribute any offensive or obscene materials.

You shall not use the Websites to violate, or attempt to violate, the security or integrity our systems or third party systems, including to:

1. damage or otherwise interfere with the proper functioning of the Websites, servers, or networks connected to the Websites or take any other action that interferes with any other person’s use of the Websites;
2. accessing any non-public areas of the Websites or any other system without authorization;
3. decrypt, transfer, or “frame” or “mirror” the Websites on any other server;
4. circumvent or attempt to circumvent any electronic protection measures in place to regulate or control access to the Websites;

5. delete, modify, hack, or attempt to change or alter the Site or Content; and
6. distribute unauthorized data, malware, or other malicious or harmful code

Intellectual Property on Our Websites and in Feedback

Our Websites and all of their Content are protected by copyright and trademark laws and other United States and international laws are our property. We do not grant to you any rights, interest, or title in our Websites or their Content. You may not copy, reproduce, publish, transmit, distribute, perform, display, post, modify, create derivative works from, sell, license or otherwise exploit the Websites or any of the Content without our prior written permission.

You may not access or use the Websites for any competitive or commercial purpose, including building a website competitive to ours. Any unauthorized copying, alteration, distribution, transmission, performance, display, or other use of the Websites or their Content is prohibited.

We grant to you a limited, non-exclusive, non-assignable, non-transferrable license to access and use the Websites and their Content for your own personal, non-commercial purposes.

If you provide us with feedback relating to the use, operation, performance, or functionality of our Websites (“**Feedback**”), you hereby grant Crusoe a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive right and license to use such Feedback for any purpose. You are not entitled to any compensation for Feedback unless expressly agreed to in writing.

Disclaimer of Warranties

We provide the Websites on an “as is” and “as available” basis. To the extent permitted by law, we make no representations or warranties that any Crusoe product descriptions, prices, or Content on the Websites are accurate, complete, reliable, current, or error-free. We specifically disclaim warranties of any kind for the Websites and whether expressed or implied, including but not limited to warranties of non-infringement and title, implied warranties of merchantability or warranties of fitness for a particular purpose. You expressly agree that your access to, viewing of, browsing, visiting or use of the Websites are at your sole risk.

Liability

To the extent permitted by law, under no circumstance will we be liable to you or any third party for lost profits, revenues, financial losses, or indirect, special, consequential, exemplary, or punitive damages. To the extent permitted by law, our total liability to you for any claims under this agreement, including for any implied warranties, is limited to the amount you paid to us pursuant to this agreement during the one month period before your claim arose. The limitations of this section will apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether or not we have been informed of the possibility of any such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Indemnification

You agree to defend, indemnify, and hold us and our officers, members, managers, employees, and agents from and against any and all claims, liabilities, damages, losses, demands, or expenses, including attorney’s fees and costs and expenses, arising out of or in any way connected with your use of the Websites, your breach or alleged breach of this agreement, your unauthorized use of the Content, or

your violation of any rights of any other person.

Termination

This Agreement is effective until either you or Crusoe terminates it. You can terminate this agreement at any time by discontinuing your use of the Websites. We may also terminate this agreement at any time and for any reason without prior notice to you and accordingly, we may deny you access to the Websites if we believe you fail to comply with any term or condition of this agreement. Termination of this agreement will not affect any right or relief to which we are entitled at law or in equity.

Third Party Links

The Websites may include links to other sites on the Internet. These links are provided for your convenience only. We have no control over such websites and we are not responsible for the availability of such external websites, Further we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such websites. We strongly encourage you to review any separate terms of use and privacy notices governing those third-party websites.

Miscellaneous

We may discontinue or alter any aspect of the Websites, remove Content, and restrict the amount of use permitted at our sole discretion and without prior notice or liability to you.

This agreement will be governed by and construed, interpreted, and enforced in accordance with the laws of the State of New York, without reference to its conflicts or choice of law principles. You agree that the sole and exclusive jurisdiction and venue for any and all disputes arising under this agreement will be in any court located in or having jurisdiction over Denver County, Colorado. You irrevocably submit and consent to the personal jurisdiction of such courts.

These terms control the relationship between Crusoe and you. They do not create any third party beneficiary rights.

Our failure to enforce the provisions of this agreement do not constitute a waiver of our right to enforce them.

If any term or provision of this agreement will be held to be invalid, illegal, or unenforceable, the remaining terms and provisions of this agreement will remain in full force and effect, and such invalid, illegal, or unenforceable term or provision will be deemed not to be part of this agreement.

We reserve the right to investigate and prosecute violations of any of the above to the fullest extent of the law. We may involve and cooperate with law enforcement in prosecuting users who violate this agreement.

