

Terms and Conditions for H2 Energy Renaissance

Last review 01 February 2016

H2 Energy Renaissance offers the services defined below pursuant to the terms and conditions presented in the following:

1. General. These terms and conditions (hereinafter the Terms) govern the provision of information by H2 Energy Renaissance (hereinafter H2 Energy Renaissance or We) to you (hereinafter the User or You).

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website. The Terms also contain our Privacy Policy explaining how we collect and use your personal data. Privacy Policy forms an integral part of these Terms. By signing up to use our Services, you confirm that you have read and agree to be bound by these Terms. If you sign up to use our Services for a legal entity, you agree to these Terms on behalf of that entity and confirm that you have the authority to agree to these Terms on behalf of that entity.

2. Availability of the Terms. H2 Energy Renaissance will preserve the text of the Terms after the Terms are entered into, and the text of the Terms will remain available to you on H2 Energy Renaissance website. However, we encourage you to save or print these Terms for future reference.

3. Opting in. You have to opt-in on our website in order to receive news and updates about our product. You warrant that any information you submit to H2 Energy Renaissance is yours, true, accurate and complete.

4. News and Updates. H2 Energy Renaissance offers news and updates sent via email about our products and the market we operate in as well as general information which relates to our products.

5. Prohibited activities. You are not permitted to use the Services for illegal, harmful, misleading, fraudulent or other malicious purposes or to publish or communicate any unlawful, defamatory, violent, harassing, sexually explicit or otherwise objectionable content. You are prohibited from transmitting material or content that contains viruses or other malicious code, or content which infringes or may infringe intellectual property or other rights of third persons.

6. Privacy policy. User privacy and protection of User information provided to H2 Energy Renaissance while using the Services is very important to H2 Energy Renaissance. Processing of User personal data by H2 Energy Renaissance is therefore subject to the following rules:

a. Types of personal data processed. The types of personal data collected by H2 Energy Renaissance include your e-mail and first and last name. You may contact H2 Energy Renaissance at any time to identify and amend your personal data processed by us.

b. Purpose of data processing. Your personal data is processed by us to help us communicate to you in respect to our product/business. We may use your personal data to communicate with you about our Services, update our records, and to display content and recommend goods or services that might interest you. We also use your personal data for statistics to improve our Services, prevent or detect fraud or abuses of our Services and enable third parties to carry out certain functions on behalf of us.

d. Disclosing of your personal data. Your personal data will not be disclosed to third parties without your consent, except when it is necessary for the provision of Services, to enforce or apply the Terms and other agreements between you and H2 Energy Renaissance, or when so required by applicable law. As H2 Energy Renaissance's business partners or suppliers or service providers may be responsible for certain parts of the overall functioning or operation of the Services, personal data may be disclosed to them. By subscribing to our Services, you acknowledge all such disclosures.

e. Security. H2 Energy Renaissance will make every effort to ensure the secure collection, transmission and storage of personal data. H2 Energy Renaissance has implemented appropriate physical, technical, and organizational measures for the protection of the personal data that we process.

f. Direct marketing. Your personal data may be used for direct marketing purposes. You have the right to refuse from direct marketing at any time. If you do not want to receive such e-mail messages, you may unsubscribe from this type of communication by contacting us at the contact details indicated below.

7. No warranties. This website is provided "as is" without any representations or warranties, express or implied. H2 Energy Renaissance makes no representations or warranties in relation to this website or the information and materials provided on this website. Without prejudice to the generality of the foregoing paragraph, H2 Energy Renaissance does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.]

8. Reasonableness. By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

9. Limitations of liability. H2 Energy Renaissance will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if H2 Energy Renaissance has been expressly advised of the potential loss.

10. Indemnification. You agree to indemnify, defend, and hold harmless H2 Energy Renaissance and its third party service providers from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising out of or relating to any information you submit, transfer or make available through this website, or from any promotional campaigns or contests organized or created by you, or your misuse of the website; your breach or alleged breach of any of these Terms and your violation of any rights (including intellectual property rights) of a third party.

11. Law and jurisdiction These terms and conditions will be governed by and construed in accordance with the laws of the State of California, and any disputes relating to these terms and conditions will be subject to the jurisdiction of the courts of Los Angeles.

12. Amending the Terms. H2 Energy Renaissance reserves the right to amend any part of the Terms at any time. H2 Energy Renaissance will provide you with reasonable prior notice of such changes. If you do not agree to these amendments, or any particular amendment, you may not be able to continue to use the Service.

13. Final provisions. These Terms together with the Payment Terms constitute the entire agreement between you and H2 Energy Renaissance with respect to the subject matter of these Terms, and supersede and replace all previous agreements, written or oral, applicable to the subject matter of these Terms. If any one or more of the provisions of these Terms is found to be void, invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired. H2 Energy Renaissance may assign any or all of its rights hereunder to any party without your consent.

14. Contact Details. Please send all notices under these Terms to H2 Energy Renaissance to the e-mail address listed below.

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