

Energy Advisors

Terms and Conditions

1. Introduction

Welcome to Novel Energy Optimization Inc.(NEO).("Company," "we," "our," or "us"). These Terms and Conditions ("Terms") govern the interactions between energy advisors ("Advisor," "you," or "your") and our platform(www.neo2050.ca). By signing up and providing services through our Platform, you agree to comply with these Terms.

Should you create an account on our platform, you are responsible for maintaining the confidentiality of your account information (username, password, or other credentials). Your account credentials are personal and should not be shared with others. If you become aware of any unauthorized access or use of your account, you must notify us immediately. We reserve the right to disable your account if we suspect any violation, or potential violation, of these terms.

The NEO platform has been designed to empower homeowners by facilitating connections between various parties involved in the optimization process, including homeowners, energy advisors, insulation contractors, HVAC contractors, and equipment suppliers. It plays a guiding and supportive role in helping homeowners navigate the energy optimization process and achieve their desired energy savings.

2. Scope of Services

As an Energy Advisor, you agree to provide energy audit services and related recommendations to our Platform homeowners members. Your responsibilities include:

- Conducting energy audits professionally and in compliance with industry standards.
- Providing accurate and honest energy audit reports.
- Advising homeowners on energy-saving solutions.
- Providing the necessary information to homeowners regarding available incentives for energy optimization programs and assisting them in completing the application form, particularly if it requires input from energy advisors.

3. Advisor Responsibilities and Obligations

- Maintain all necessary licenses, certifications, and insurance required to perform energy audits.
- Adhere to applicable laws and industry best practices.
- Ensure that all reports and advice provided to homeowners are accurate and transparent.
- Refrain from any misleading or fraudulent practices.
- Maintain professionalism in all interactions with homeowners.

- The Energy Advisor must enter into a separate contract with the homeowner to provide services related to an Energy Audit or any other energy-related needs. Novel Energy Optimization (NEO) serves solely as a mentor. Any services offered by an Energy Audit Provider will be governed by a separate legal contract. In the event of any issues with the services provided by an Energy Audit Provider, the homeowner's legal recourse will be directly against the Energy Advisor, rather than against NEO. Any issues arising between the homeowner and the Energy Advisor should be addressed based on the contract between them, and NEO is not responsible for any disputes between these parties.
- The Energy Advisor shall conduct all correspondence and communication, including but not limited to home test results and energy audit reports, through the Platform. Direct contact or engagement with the homeowner regarding work-related matters is not permitted.

4. Platform Services

- Manage the matching process between homeowners and energy advisors by implementing online bids for homeowners to select the energy advisor.
- Provide administrative and technological support for scheduling and documentation.
- Assist in introducing available energy-saving incentives to homeowners, as provided by the Energy Advisor (if needed), and facilitate the introduction of energy advisors to homeowners.

5. Independent Contractor Relationship

- You acknowledge that your relationship with the Company is that of an independent contractor.
- Nothing in these Terms shall create an employment, partnership, or agency relationship between you and the Company.
- You are responsible for your own taxes, insurance, and business expenses.

6. Data Privacy and Confidentiality

- You must comply with all applicable data protection laws, including GDPR and other relevant regulations.
- All homeowner data, including energy consumption details and personal information, must be kept strictly confidential.
- You may only use homeowner data for the purpose of providing services through the Platform.
- Any unauthorized disclosure, misuse, or sale of homeowner data will result in immediate termination of your access to the Platform and potential legal consequences.
- Unless explicitly authorized in writing, you may not reproduce, distribute, modify, create derivative works from, publicly display, perform, republish, download, store, or transmit any material from our Site and projects for commercial purposes.

7. Warranties and Liability

- You warrant that all services provided will be performed with due diligence, professionalism, and accuracy.
- The Company does not guarantee the accuracy of the energy savings projections provided by the Advisor.
- The Advisor agrees to indemnify and hold harmless the Company from any claims, damages, or liabilities arising from their services.
- NEO is not responsible for any defects, delays, or damages resulting from the Energy Advisor's work, interactions between the homeowner and the Energy Advisor, or the homeowner's reliance on energy audit reports.

8. Prohibited Activities

You must not:

- Engage in fraudulent or deceptive practices.
- Misrepresent your qualifications or experience.
- Provide services that are beyond your scope of expertise.
- Solicit homeowners or contractors for services outside the Platform.

9. Termination and Suspension

The Company reserves the right to suspend or terminate an Advisor's access to the Platform under the following circumstances:

- Breach of these Terms or violation of laws and regulations.
- Providing inaccurate, misleading, or fraudulent information.
- Receiving repeated homeowner complaints regarding unprofessional behavior or substandard service.
- Unauthorized use or disclosure of homeowner data.
- Either party may terminate this collaboration without liability in the event of a force majeure situation, including but not limited to natural disasters, acts of government, or other unforeseen circumstances that prevent the fulfillment of obligations under this agreement.
- Any other reason deemed necessary to protect the integrity of the Platform and its users.

10. Dispute Resolution

- Any disputes arising under these Terms shall first be attempted to be resolved amicably.
- If a resolution cannot be reached, disputes shall be subject to arbitration under the laws of Governing Jurisdiction.

11. Amendments and Updates

The Company reserves the right to update these Terms from time to time. Any changes will be communicated via email or through the Platform. Continued use of the Platform after modifications constitutes acceptance of the updated Terms.

12. Governing Law

These Terms shall be governed and construed in accordance with the laws of Governing Jurisdiction, regardless of its conflict of law principles.

13. Contact Information

Any inquiries regarding these Terms and Conditions should be directed to the following email address:

info@NEO2050.ca

Homeowners

Terms and Conditions

1. Introduction

Welcome to Novel Energy Optimization Inc(NEO), ("Company," "we," "our," or "us"). These Terms and Conditions ("Terms") govern the relationship between homeowners ("Homeowner," "you," or "your") and our energy optimization and management platform (the "Platform"). By using our Platform and services, you agree to comply with these Terms.

Should you create an account on our platform, you are responsible for maintaining the confidentiality of your account information (username, password, or other credentials). Your account credentials are personal and should not be shared with others. If you become aware of any unauthorized access or use of your account, you must notify us immediately. We reserve the right to disable your account if we suspect any violation, or potential violation, of these terms.

The NEO platform has been designed to empower homeowners by facilitating connections between various parties involved in the optimization process, including homeowners, energy advisors, insulation contractors, HVAC contractors, and equipment suppliers. It plays a guiding and supportive role in helping homeowners navigate the energy optimization process and achieve their desired energy savings.

2. Scope of Services

The Platform provides homeowners with access to energy optimization services, including:

- A preliminary assessment of your home's energy consumption(using the energy bills data and other information).
- Matching with a qualified energy advisor.
- Receiving an energy audit and report(given by Energy Advisor).
- Guidance on energy-saving solutions(given by Energy Advisor).
- Connection with insulation or HVAC contractors for retrofit services.
- Follow-up energy audits to assess energy savings(given by Energy Advisor).

3. Homeowner Responsibilities

- Provide accurate and complete information about your home and energy usage.
- Cooperate with energy advisors and contractors for assessments and retrofits.
- Review recommendations carefully before making decisions.
- Comply with all applicable local regulations and building codes.
- Use the Platform's services in good faith and refrain from fraudulent activities.
- The homeowner must enter into a separate contract with the Energy Advisor and retrofit contractors or suppliers to receive services related to an Energy Audit or any other energy-related needs. Novel Energy Optimization acts solely as a mentor or facilitator for these introductions and connections. Any services provided by Energy Advisors or other

third parties will be governed by a separate legal contract. In the event of any issues with the services provided by an Energy Advisors or third parties, the homeowner's legal recourse will be directly against those parties, not Novel Energy Optimization.

4. Platform Role

- Manage connections between homeowners, energy advisors, and contractors.
- Assist in introducing available energy-saving incentives to homeowners, as provided by the Energy Advisor (if needed), and manage the introduction of contractors and energy advisors to homeowners.
- While we strive to provide the most up-to-date information, please note that the incentive details presented on the NEO website may not always reflect the latest updates, as various organizations offering these incentives may update their programs throughout the year or more frequently. For the most current information, please visit the relevant organizations' websites using the links provided on the NEO website.

5. Warranties and Liability

- The Company does not guarantee specific energy savings, as results may vary due to multiple factors. However, we will inform users about potential causes that could lead to deviations from the optimal outcome.
- Homeowners assume full responsibility for decisions made based on audit reports and energy advisor recommendations.
- The Company is not liable for any damages, financial losses, or personal injury arising from the use of services provided through the Platform. Homeowners must have a separate contract with any energy optimization service providers, including Energy Advisors, HVAC contractors, insulation contractors, and any other third parties or contractors involved in this process.
- Energy advisors and contractors operate as independent professionals, and the Company is not responsible for their work quality or compliance.

6. Data Privacy and Confidentiality

- The Company respects your privacy and complies with all applicable data protection laws, including General Data Protection Regulation (GDPR).
- Your personal and home energy data will be collected and used solely for service facilitation and improvements.
- We do not sell or share your personal data with third parties without your consent, except as necessary for service fulfillment. Any data that is not personal may be used for research and development activities.

7. Third-Party Services

- The Platform connects homeowners with third-party service providers, including energy advisors and contractors.

- The Company does not control or endorse third-party providers and is not responsible for their services or conduct.
- The homeowner must enter into a separate contract with the Energy Advisor and contractors to receive products and services related to an Energy Audit, Energy Retrofit, or any other energy-related needs. Any agreements or contracts between homeowners and third-party providers are independent of Novel Energy Optimization Inc.

8. Dispute Resolution

- Any disputes arising from the use of the Platform should first be attempted to be resolved amicably.
- If no resolution is reached, disputes shall be subject to arbitration under the laws of Governing Jurisdiction.

9. Termination of Services

The Company reserves the right to terminate or suspend homeowner access to the Platform in cases of:

- Violation of these Terms.
- Providing false or misleading information.
- Engaging in fraudulent or unethical practices.
- Any other reason deemed necessary for the integrity of the Platform.
- Either party may terminate this collaboration without liability in the event of a force majeure situation, including but not limited to natural disasters, acts of government, or other unforeseen circumstances that prevent the fulfillment of obligations under this agreement.

10. Amendments and Updates

- The Company may update these Terms from time to time. Any changes will be communicated via email or through the Platform.
- Continued use of the Platform after modifications constitutes acceptance of the updated Terms.

11. Governing Law

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Contractors

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1. Introduction

Welcome to Novel Energy Optimization Inc.(NEO).("Company," "we," "our," or "us"). These Terms and Conditions ("Terms") govern the relationship between Contractors including insulation, and HVAC contractors and any other types of contractor related to the energy optimization process ("Contractor," "you," or "your") and our energy optimization and management platform (the "Platform"). By signing up and providing services through our Platform, you agree to comply with these Terms.

Should you create an account on our platform, you are responsible for maintaining the confidentiality of your account information (username, password, or other credentials). Your account credentials are personal and should not be shared with others. If you become aware of any unauthorized access or use of your account, you must notify us immediately. We reserve the right to disable your account if we suspect any violation, or potential violation, of these terms.

The NEO platform has been designed to empower homeowners by facilitating connections between various parties involved in the optimization process, including homeowners, energy advisors, insulation contractors, HVAC contractors, and equipment suppliers. It plays a guiding and supportive role in helping homeowners navigate the energy optimization process and achieve their desired energy savings.

2. Scope of Services

The Platform connects homeowners with qualified contractors for energy efficiency retrofits, including but not limited to:

- Insulation installation and upgrades.
- HVAC system installation, maintenance, and optimization.
- Other energy efficiency improvements as recommended by energy advisors.

3. Contractor Responsibilities

- Maintain all required licenses, certifications, and insurance to perform insulation and HVAC services.
- Perform all work in compliance with applicable local, provincial, and federal regulations.
- Provide accurate and transparent quotes and service details to homeowners through our platform.
- Complete retrofit projects professionally, efficiently, and within agreed timelines.
- Ensure all materials and services meet industry standards.
- Maintain professionalism and ethical conduct in all interactions.
- The Contractor must enter into a separate contract with the homeowner to provide products and services related to an Energy Retrofit or any other energy-related needs.

Novel Energy Optimization acts solely as a mentor and facilitator for these introductions. Any products or services offered by the Contractor or other third parties will be governed by a separate legal contract between the homeowner and the contractor. In the event of any issues with the goods or services provided by the Contractor or third parties, the homeowner's legal recourse will be directly against those parties, not against us.

- The Contractor must ensure that all correspondence and communication are sent through the Novel Energy Optimization (NEO) platform. The Contractor must also update the platform regarding the energy retrofit process.

4. Platform Role

- Facilitate connections between homeowners and qualified contractors.
- Assist in introducing available energy-saving incentives to homeowners, as provided by the Energy Advisor (if needed), and manage the introduction of contractors and energy advisors to homeowners

5. Independent Contractor Relationship

- The Contractor acknowledges that they are an independent contractor and not an employee, agent, or partner of the Company.
- The Contractor is responsible for their own taxes, insurance, and business expenses.
- The Company does not guarantee a specific volume of work or number of homeowner matches.

6. Data Privacy and Confidentiality

- The Contractor must comply with all applicable data protection laws, including General Data Protection Regulation (GDPR). and other relevant regulations.
- Homeowner data, including contact details and energy consumption information, must be kept strictly confidential.
- The Contractor may only use homeowner data for the purpose of providing services through the Platform.
- Unauthorized disclosure or misuse of homeowner data may result in termination and legal action.

7. Warranties and Liability

- The Contractor warrants that all services provided will be performed with due diligence, professionalism, and accuracy.
- NEO is not responsible for any defects, delays, or damages resulting from the Contractor's work or from interactions between the homeowner and the contractor.
- The Contractor agrees to indemnify and hold harmless the Company(NEO) from any claims, damages, or liabilities arising from their services.
- The Company(NEO) does not warrant any specific financial outcome for the Contractor.

8. Dispute Resolution

- Any disputes arising under these Terms shall first be attempted to be resolved amicably.
- If a resolution cannot be reached, disputes shall be subject to arbitration under the laws of Governing Jurisdiction.

9. Termination and Suspension

The Company reserves the right to suspend or terminate a Contractor's access to the Platform under the following circumstances:

- Breach of these Terms or violation of laws and regulations.
- Poor service quality, repeated homeowner complaints, or failure to complete projects.
- Providing false or misleading information.
- Unauthorized use or disclosure of homeowner data.
- Any other reason deemed necessary to protect the integrity of the Platform and its users.
- Either party may terminate this collaboration without liability in the event of a force majeure situation, including but not limited to natural disasters, acts of government, or other unforeseen circumstances that prevent the fulfillment of obligations under this agreement.

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