Terms of Use Copy

## Terms of Use

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## Choice of Law and Venue

These Terms shall be governed by and construed in accordance with the laws of the state of California, exclusive of its choice of law or conflicts of law rules. You agree that the exclusive venue for all litigation regarding or arising out of these Terms shall be in Los Angeles County, California and you agree to submit to the jurisdiction of the courts in Los Angeles County, California for such litigation. Excluding claims for equitable relief, if the total amount in dispute is less than $10,000, either party may elect to resolve the claim through binding arbitration by initiating arbitration through an established provider that is agreed by the parties. The arbitration must be conducted under the following rules: (a) at the choice of the party seeking relief, the arbitration shall be conducted by telephone, online, or solely on written submissions; (b) no party or witness will make any personal appearance unless the parties agree otherwise; and (c) the winning party may have the arbitrator's award entered as a judgment in any court of competent jurisdiction. Any claims (in court or in arbitration) must be brought in the initiating party's individual capacity and not as a plaintiff or class member in any class action or other similar proceeding. This Agreement does not allow class actions or collective arbitrations even if the arbitration procedures or rules would. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

## Miscellaneous

In the event that one or more portions of these Terms shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision contained in these Terms. Any delay or failure to require performance of any provision hereof shall in no manner affect any right at a later time to enforce such provision. No delay or failure in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder. These Terms and any documents expressly incorporated by reference, including but not limited to the Privacy Policy, constitute the entire integrated agreement between EVFY, Inc. and you pertaining to the subject matter hereof. EVFY, Inc. may amend or modify these Terms or any other documents referenced herein at any time by posting such modifications on the Site. Any amended or modified terms will be effective upon posting. Continued use of or visits to the Site shall constitute your acceptance of any modified terms and conditions.

## Qualifying Customers

Not all customers will qualify for this offer. You must own your home or place of residence, or have the legal right to authorize the installation of the EVSE and, where necessary, the making of any modifications to the electrical supply equipment situated on the property. EVFY reserves the right to request photographs or other means, satisfactory to EVFY, of assessing the compatibility of your electrical panel and related equipment with the EVSE (including access by Zoom®, Skype® or other methods to which you consent). By applying for participation in the Program, you consent to EVFY’s visual inspection of your property to determine its compatibility with the EVSE. If EVFY determines that upgrades to your electrical panel are necessary, any costs associated with such upgrades will be your responsibility. You may choose any electrician or service provider of your choice to make the upgrades, or you may use EVFY’s authorized and licensed electrician (the cost for which is payable prior to the installation of the EVSE).

\* The installation requirements will vary depending on the condition of your property and the jurisdiction in which you reside. All Qualifying Customers are responsible for the cost of (1) government fees associated with the installation, including permitting, plan check and inspection, and (2) any electrical service upgrades to your property that are necessary to conform to the basic installation requirements.

## Location

This Site is operated by EVFY, Inc. in the United States. EVFY, Inc., 4360 Park Terrace Drive, Suite 100, Westlake Village, CA 91361

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