

GRID RAILS INC.

INFRASTRUCTURE PARTICIPATION & TELEMETRY PROGRAM TERMS OF USE

Last Revised: June 25, 2026

The website located at <https://gridrails.ai> and its sub-platforms, including without limitation the fleet management interface located at <https://fleet.gridrails.ai> (collectively, the “Platform”), are published, owned, and operated by Grid Rails Inc., a Delaware corporation (“Company”), maintaining its primary mailing registration address at Grid Rail Inc, 2810 N Church St, PMB 588599, Wilmington, Delaware 19802-4447, registered under Delaware State File Number ID: 10487141.

These Terms of Use (the “Terms,” or “Agreement”) govern the user’s (“User,” or “Participant”) access to and performance-based participation in the Infrastructure Participation & Telemetry Program (“Program,” or “Service”).

By accessing, browsing, or using the Platform, the User agrees to be bound by these Terms.

PART 1: GENERAL FRAMEWORK

1. ACCEPTANCE OF AGREEMENT

THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN USER’S USE OF THE PROGRAM AND ALL RELATED TOOLS, MOBILE APPLICATIONS, WEB APPLICATIONS, DECENTRALIZED APPLICATIONS, HARDWARE DISPATCH CONNECTORS, SMART CONTRACTS, AND APPLICATION PROGRAMMING INTERFACES (“APIS”) LOCATED AT ANY COMPANY DOMAIN INCLUDING, WITHOUT LIMITATION, SUCCESSOR WEBSITE(S) OR APPLICATION(S) THERETO. THESE TERMS SET OUT USER’S RIGHTS AND RESPONSIBILITIES WITH RESPECT TO USER’S USE OF THE PLATFORM FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO ACCESSING DECENTRALIZED INFRASTRUCTURE CONFIGURATIONS AND CLAIMING UTILITY-BASED DIGITAL ASSETS OR EMISSIONS INCENTIVES. BY USING THE PLATFORM IN ANY MANNER, USER ACCEPTS AND AGREES TO BE BOUND AND ABIDE BY THESE TERMS AND ALL OF THE TERMS INCORPORATED HEREIN BY REFERENCE. BY AGREEING TO THESE TERMS, USER HEREBY

CERTIFIES THAT USER IS AT LEAST 18 YEARS OF AGE. IF USER DOES NOT AGREE TO THESE TERMS, USER MAY NOT ACCESS OR USE THE PLATFORM.

PLEASE BE AWARE THAT THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 10) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND LIMIT THE REMEDIES AVAILABLE TO USER IN THE EVENT OF A DISPUTE.

By accessing, browsing, submitting information to, and/or using the Platform, User accepts and agrees to be bound and abide by these terms and the Company's Privacy Policy and Terms of Use, incorporated herein by reference, and to comply with all Applicable Laws. Accordingly, under Article 6 of the General Data Protection Regulation ("GDPR"), Users in the European Union acknowledge and consent to Company's processing of personal data as necessary for the performance of these Terms, any applicable agreements, and use of the Platform. If User does not agree to the Terms, please do not use the Platform or participate in the Program.

2. AMENDMENTS

Company reserves the right to amend this Agreement and/or Company's Privacy Policy at any time with or without notice, as determined by Company in its sole discretion. Company will post any amendment on the Platform. User should check this Agreement and Company's Privacy Policy regularly for updates. By continuing to use the Platform after such amendment is made, User accepts and agrees to such amendment. If User does not agree to any amendment to any of these agreements, User must stop using the Platform. If User has any questions about the terms and conditions in this Agreement or Company's Privacy Policy, please contact Company at hello@gridrails.ai.

3. DEFINITIONS AND INTERPRETATION

Capitalized terms not otherwise defined in these Terms will have the following meanings:

"Affiliate" means, with respect to a party, any person, firm, corporation, partnership (including, without limitation, general partnerships, limited partnerships, and limited liability partnerships), limited liability company, or other entity that now or in the future, directly controls, is controlled with or by, or is under common control with such party.

"Applicable Law" means all laws, statutes, rules, regulations, ordinances, and other pronouncements having the effect of law of any Governmental Authority, including the state of Delaware and the federal laws of the United States.

"Blockchain" generally means a peer-to-peer distributed and public immutable ledger that maintains a record of all transactions occurring on such ledger, through a growing list of records (blocks) that are securely linked together via cryptographic hashes.

"Governmental Authority" means any court, tribunal, arbitrator, authority, agency, commission, official, or other instrumentality of Delaware, the United States, or any state, county, city, or other political subdivision or similar governing entity.

"OpenVPP Ecosystem" means the underlying decentralized network protocol, the \$OVPP Tokens, the cryptographic validation sequences used in connection with the tokens, and the

community of distributed users, hardware hosts, and developers that facilitate and support the network infrastructure layer.

“**Person**” means an individual or legal entity or person, including, without limitation, a Governmental Authority or an agency or instrumentality thereof.

“**Protocol Incentives**” (or “**Rewards**”) means the programmatic distributions of \$OVPP tokens generated by the underlying network’s immutable smart contract logic. These Rewards are strictly provided as a non-discretionary utility incentive to Participants in exchange for verified technical contributions, including but not limited to maintaining active hardware connectivity and providing accurate real-world energy data telemetry to the Platform. Rewards do not represent a share of Company profits, a return on investment, or a passive dividend, but are instead a measurement of the User’s operational contribution to the OpenVPP Ecosystem.

“**Token**” means the “\$OVPP” cryptographic utility token utilized within the OpenVPP Ecosystem.

“**Smart Contract**” means a program hosted on a Blockchain, consisting of code specifying predetermined conditions that, when met, trigger self-executing outcomes.

“**User**” or “**Participant**” means any individual, legal entity, or authorized agent who accesses the Platform, utilizes the Program’s technical telemetry pathways, connects energy-contributing hardware to the Platform, or cryptographically signs an agreement to be bound by these Terms.

“**Wallet**” means a secure digital wallet, created through a combination of private and public cryptographic keys, that enables users to interact with blockchain networks including but not limited to cryptographically signing smart contracts, and sending, receiving, and monitoring cryptocurrencies and other digital tokens.

4. PRIVACY & SECURITY DATA

By using the Platform or the Service, User agrees to, and is bound by, the terms of Company’s Privacy Notice (Part 3).

Because the Program interfaces directly with real-world infrastructure assets, the User explicitly acknowledges, understands, and agrees that the Platform programmatically records, processes, and transmits device-specific hardware profiles. The data values tracked, compiled, and audited include, but are not limited to:

- **Hardware Identification:** Unique physical asset serial identifiers, Media Access Control (MAC) addresses, operational firmware versions, automated diagnostic fault data, and automated Vehicle Identification Numbers (VINs).
- **Grid & Charging Telemetry:** Real-time and historical charging logs, total power consumption parameters, live voltage curves, raw kilowatt-hour (kWh) tracking metrics, and historical grid-balancing telemetry.
- **Operational States:** Total charging latency, connection timestamps, remote signal packet rates, and automated device diagnostic fault codes.
- **Spatial Tracking:** Real-time and historical telemetry coordinates tracking the device’s latitude and longitude location to verify localized network performance and infrastructure node authenticity.

All such device data is collected strictly for protocol optimization, active automated grid dispatch verification, and token-economic performance auditing under Part 2.

5. NO FINANCIAL ADVICE & LIABILITY SHIELDS

No Professional Advice: Nothing in the Program or these Terms constitutes investment, financial, legal, or tax advice. Participants acknowledge that network participation involves inherent technical and market risks.

User Evaluating Suitability: The User is solely responsible for assessing the appropriateness of network participation based on their own technical capabilities and objectives.

Market Dynamics & Volatility: The User understands that the value and utility of protocol incentives are subject to independent market demand and network conditions within the decentralized energy sector.

Technology Disclaimer: The Company provides the Program on an “as-is” and “as-available” basis. The Company makes no representations or guarantees regarding the Security, Reliability, Availability, or Accuracy of the data pipelines or the values recorded therein. Systems remain susceptible to failures, bugs, exploits, or unexpected programmatic behavior.

No Liability for Losses: To the fullest extent permitted by law, the Company and its affiliates are not liable for any losses, including: loss of digital assets, accrued protocol incentives, profits, or expected returns; technical failures; smart contract vulnerabilities; network outages or disruptions; errors in calculations or distributions; or user errors. This includes cases of negligence, system failure, or third-party actions.

6. USER RESPONSIBILITIES & WALLET ARCHITECTURE

You are solely responsible for:

- Managing your wallet and private keys;
- Verifying all transactions before confirming;
- Understanding how the connection of hardware and protocol incentives work;
- Complying with applicable laws and regulations within your local jurisdiction; and
- Ensuring your digital assets are not derived from unlawful activity.

Lost private keys or incorrect transactions cannot be recovered. The Company does not take custody of your assets, control your wallet, or act as a broker, dealer, or intermediary. All interactions occur via smart contracts and user-controlled wallets.

7. REGULATORY UNCERTAINTY & JURISDICTIONAL STATEMENT

Laws and regulations regarding digital assets and decentralized infrastructure networks are evolving. You are responsible for ensuring that your participation is legal in your jurisdiction. The Company is not responsible for regulatory consequences.

The \$OVPP token and the Program are intended for utility purposes only. Participation grants no equity stake, debt obligation, or ownership interest in the Company, nor does it grant passive rights to dividends or revenue sharing. The Company does not provide liquidity or fiat exchange services.

8. INDEMNIFICATION

User agrees to release, indemnify, and hold harmless Company and its Affiliates and licensors, and their respective officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way related to: (a) User's access to, use of, or inability to use the Platform or the Program; (b) User's breach of this Agreement; (c) User's violation of any rights of a third party; (d) User's violation of any Applicable Law; (e) any and all financial losses User may suffer, or cause others to suffer, due to utilizing or transferring cryptocurrency or any other digital assets; and (f) general use of the Program.

9. GENERAL LEGAL TERMS

Entire Agreement: These Terms, together with the Privacy Policy and any other documents expressly incorporating these Terms by reference, are the entire and exclusive understanding and agreement between User and Company regarding User's use of the Service.

Assignment Constraints: User may not assign or transfer these Terms or its rights under these Terms, in whole or in part, without Company's prior written consent. Company may assign these Terms at any time without notice or consent.

Severability Clause: If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

Governing Law: These Terms are governed by the laws of the State of Delaware, without regard to its conflict of law principles. User hereby irrevocably consents to the exclusive jurisdiction and venue of the competent courts of Delaware for all disputes arising out of or relating to the use of the Platform or the Service not subject to the Arbitration Agreement outlined in Section 1.10.

Limited License Grant: Subject to User's strict compliance with these Terms, Company grants User a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Platform, user interfaces, and related software modules strictly for personal or internal business operations to connect authorized hardware and monitor telemetry metrics.

IP Ownership & Restrictions: This license does not constitute a sale or transfer of any IP rights. The Company and its licensors retain all rights, titles, and interests in and to the Platform, the OpenVPP Ecosystem branding, proprietary algorithms, firmware connectors, and all related software code. User agrees not to copy, modify, reverse engineer, decompile, or attempt to extract the source code of the Platform.

10. DISPUTE RESOLUTION (ARBITRATION AGREEMENT)

- **Mandatory Binding Arbitration:** Please read the following arbitration agreement carefully. It limits the manner in which User may seek relief from Company, is part of User's contract with Company, and contains provisions concerning MANDATORY BINDING ARBITRATION AND WAIVER OF THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- **Exceptions:** Nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to seek injunctive relief in a court of law in aid of arbitration or to file suit in a court of law to address an intellectual property infringement claim.
- **Applicability:** Every dispute arising in connection with these Terms that cannot be resolved informally, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, including any unresolved dispute, claim, interpretation, controversy, or issues of public policy arising out of or relating to the Platform, the Service, these Terms, and the determination of the scope or applicability of this Section 10 will be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. All arbitration proceedings shall be held in English.
- **Arbitration Rules:** Arbitration will be conducted and administered by the American Arbitration Association (the "AAA") in accordance with its Commercial Arbitration Rules (the "AAA Rules"), as modified by these Terms. The AAA Rules are available online at www.adr.org. A single arbitrator will be appointed unless otherwise required by the AAA Rules.
- **Notice Requirement:** Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the specific relief requested. A Notice to Company should be sent by reputable international carrier to: Grid Rail Inc, 2810 N Church St, PMB 588599, Wilmington, Delaware 19802-4447. A courtesy copy must be emailed to hello@gridrails.ai. If User and Company do not resolve the claim informally within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing.
- **Fees and Location:** Each party shall be responsible for the payment of its own fees and costs associated with an arbitration, except as otherwise required by the AAA Rules. Any arbitration hearing will take place in Wilmington, Delaware, or another location mutually agreed upon by the parties; provided, however, that the parties shall endeavor, where possible, to cause the arbitration proceeding to be conducted solely on the basis of documents submitted to the arbitrator or through a non-appearance-based telephone hearing or videoconference.
- **Waiver of Jury Trial:** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND/OR STATUTORY RIGHTS TO LITIGATE A DISPUTE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as otherwise set forth in Section 10. In the event any litigation should arise between User and Company in any court in a suit to vacate or enforce an arbitration award or otherwise, USER AND COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

- **Waiver of Class or Consolidated Actions:** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.
- **30-Day Right to Opt Out:** User has the right to opt out of the provisions of this Arbitration Agreement by sending written notice of its decision to opt out within thirty (30) days after first becoming subject to this Arbitration Agreement. User's notice must include its name and address, its Wallet address, and an unequivocal statement that User desires to opt out. Mail written notification by certified mail to: Grid Rail Inc, 2810 N Church St, PMB 588599, Wilmington, Delaware 19802-4447.

12. UNIFIED ECOSYSTEM ARCHITECTURE & NODE PORTABILITY

Unified Network Footprint: You acknowledge that this platform operates on a single, unified network backbone. Consequently, your user profile and connected devices exist simultaneously across both the OpenVPP Platform testing environment and the Grid Rails platform without requiring any manual data migration. OpenVPP functions as the early-adopter proof-of-concept track, while Grid Rails functions as the production track through which you may be offered future programs integrated directly with your local electric utility company. **By connecting your devices to this ecosystem, you authorize Grid Rails and OpenVPP to mutually reference your network node and device telemetry to facilitate real-time energy settlement, provided that no personal identifying information will be shared with external third-party utilities without your explicit, future opt-in consent.**

Operational Environments: To optimize development, this Unified Ecosystem is accessed through two specialized deployment tracks, which the User consents to interact with concurrently:

- **OpenVPP Platform (<https://world.openvpp.energy/>):** Serves as the decentralized, early-adopter "Labs" sandbox and proof-of-concept environment used to test experimental protocol logic and incentive configurations.
- **Grid Rails Platform (<https://fleet.gridrails.ai/>):** Serves as the enterprise-grade commercial interface through which users may eventually access stabilized grid-balancing programs integrated directly with their local electric utility companies.

Interoperable Data Consent: Due to the unified nature of the network layer, the User grants the Company a perpetual, synchronized right to cross-reference and process telemetry profiles, device identifiers, and points allocations across both platforms to maintain seamless system interoperability and infrastructure continuity.

PART 2: POINTS PROGRAM & DEVICE PARTICIPATION

1. INITIATIVE OBJECTIVE

The Points Program is a performance-based hardware infrastructure alignment framework designed to compensate Participants for providing real-world energy data telemetry, hardware infrastructure availability, and “Proof of Physical Work” to the platform interface nodes connected to the OpenVPP Ecosystem.

2. NATURE OF POINTS

Off-Chain Accounting Unit: “Points” are strictly off-chain accounting ledger metrics used to track the relative volume, latency, and performance tier of a Participant’s device contribution.

Non-Asset Status: Points are NOT digital assets, cryptocurrencies, investments, or “Virtual Assets” under local law. They cannot be traded, sold, bartered, transferred, or redeemed for fiat currency.

Epoch Reset: All Points balances are for interior accounting tracking only and are reset to zero at the conclusion of each seven (7) day cycle (“Epoch”).

3. ACCRUAL RULES (THE “WORK” LOGIC)

Participants accrue Points by performing the following technical “Network Actions” via a connected, compatible, and verified hardware piece (each a “Device”):

Connectivity: Maintaining a continuous, verified active telemetry connection between the Device and the Platform interface layers.

Telemetry: The continuous transmission of accurate, un-tampered real-world energy data (including, but not limited to, kWh charging and discharging logs).

Grid Flexibility: Active participation in managed charging or real-time Demand Response events, where the protocol logic modulates hardware power consumption states to stabilize local energy grids.

Referrals: Successful onboarding of new hardware participants who complete at least one full Epoch.

4. ELIGIBILITY & DEPIN COMPLIANCE

GLOBAL NETWORK AVAILABILITY: Subject to any strict geo-fencing restrictions implemented under international enforcement lists, this hardware data connection program is available to hardware participants globally.

Sanctions Compliance: The User certifies that they are not a resident of an internationally sanctioned region (including North Korea, Iran, Syria, Cuba, Russia, or targeted Ukrainian

regions) and are not designated on any international prohibited person list (including the US OFAC SDN list).

Technical Integrity: The User agrees not to utilize Virtual Private Networks (VPNs), proxy configurations, or technological obfuscation tools to manipulate or falsely report geographic data or hardware device telemetry metrics.

5. CONVERSION TO \$OVPP INCENTIVES

At the close of each Epoch, the Platform settles the account by converting Points into \$OVPP incentives:

Allocation: The underlying protocol architecture defines a fixed quantity of \$OVPP to be distributed for the Epoch.

Pro-Rata Calculation: A Participant's distribution is determined by their share of the total global Points accrued during that Epoch, calculated programmatically as follows:

$$\text{Your Payout} = (\text{Your Epoch Points} / \text{Total Global Epoch Points}) * \text{Total Epoch Pool}$$

Settlement: Distributions are made on-chain to the Participant's Wallet via automated smart contract distributions. The Company reserves the right to utilize a passive "Claim" mechanism via Merkle Proof signatures to ensure secure processing.

6. MANAGED CHARGING & DEVICE CONTROL LIABILITY

By enrolling a Device in managed charging, the Participant grants the Platform the limited, non-exclusive right to remotely start, stop, or modulate the Device's power consumption to achieve network optimization.

Operational Override: Participants may override Platform controls at any time; however, manual overrides during a critical "Grid Event" will result in the forfeiture of all Points for that specific event block.

Battery & Performance Waiver: The Company is not responsible for any impact on Device battery health, mechanical wear, or failure to reach a desired state of charge resulting from Platform-managed charging configurations.

7. CAPS, ANTI-FRAUD MEASURES & AMENDMENTS

Maximum Cap: To ensure network security, distributions are capped at 5,000 \$OVPP (or a value equivalent to \$100 USD, whichever is higher) per Participant, per Epoch.

Verification: Any attempt to spoof data, utilize "virtual" or simulated hardware, or register duplicate devices will result in an immediate permanent ban from the Platform and the complete forfeiture of all accrued assets.

Amendments to Rates: Accrual rates (Points per kWh, etc.) are subject to change at any time to reflect energy market conditions or network requirements. Continued device connectivity following a rate change constitutes acceptance of the new parameters.

PART 3: POINTS PROGRAM & DEVICE PARTICIPATION

Last Revised: June 25, 2026

1. SCOPE AND CORE ARCHITECTURE

This Privacy Notice describes how Grid Rails Inc. (“Company,” “we,” “us,” or “our”) collects, uses, processes, and protects personal and machine-level telemetry data when you interact with our unified network infrastructure layer. This includes the website located at <https://gridrails.ai>, the fleet management interface located at <https://fleet.gridrails.ai>, and all synchronized interoperable open-access endpoints (collectively, the “Platform”).

Because this Platform operates on a single, unified network backbone shared with OpenVPP Labs Limited, any profile initialized or device connected to either interface (including openvpp.energy or fleet.gridrails.ai) exists simultaneously in both environments. This notice applies to all Participants, fleet operators, and hardware hosts accessing the ecosystem.

2. DATA WE COLLECT (THE TELEMETRY PROFILE)

Unlike traditional web software, our unified network interfaces directly with real-world energy infrastructure and hardware assets. We collect the following categories of data to facilitate performance validation and token-economic operations:

- **Hardware & Device Identifiers:** Unique physical asset serial numbers, Media Access Control (MAC) addresses, operational firmware versions, vehicle tracking metadata, and automated Vehicle Identification Numbers (VINs).
- **Grid, Power & Charging Telemetry:** Real-time and historical charging logs, total power consumption metrics, live voltage curves, raw kilowatt-hour (kWh) tracking metrics, discharge profiles, and historical grid-balancing metrics.
- **Operational States & Performance:** Connection timestamps, total charging latency parameters, remote signal data packet transmission rates, and automated device diagnostic fault codes.
- **Spatial & Localization Tracking:** Real-time and historical telemetry coordinates tracking your connected hardware’s exact latitude and longitude location (precise geolocation data) to verify localized network performance and infrastructure node authenticity.
- **Web, Wallet & Web3 Interaction Data:** Public cryptographic wallet addresses, browser session states, LocalStorage/Cookie payloads mapping hardware pairing connection status, transaction hash paths, and IP addresses.

3. LEGAL BASIS FOR PROCESSING (EU & UK GDPR)

For users located within the European Economic Area (EEA) or the United Kingdom (UK), we process your data under the following legal foundations under Article 6 of the EU/UK GDPR:

- **Performance of a Contract (Art. 6(1)(b)):** Processing is structurally necessary to execute your requested device connection, track performance data, calculate pro-rata off-chain points, and programmatically settle your token distributions.
- **Legitimate Interests (Art. 6(1)(f)):** To audit, verify, and secure our unified energy grid infrastructure against data spoofing, virtual machine manipulation, Sybil attacks, or malicious localized network disruption.

4. INTERNATIONAL DATA TRANSFERS AND RETENTION

Because Company is incorporated in Delaware, United States, personal and device telemetry data collected within the EEA and the UK will be transferred to, stored, and processed in the United States. To ensure an adequate level of data protection, we utilize Standard Contractual Clauses (SCCs) approved by the European Commission along with the UK International Data Transfer Addendum. We retain your core device telemetry and spatial logs for a maximum period of twenty-four (24) months following the de-registration or disconnection of your hardware node, unless a longer retention window is programmatically required to verify historical cryptographic distribution audits under Part 2.

5. HOW WE USE YOUR DATA

We utilize your personal and hardware telemetry data exclusively for the following operational purposes:

- **Automated Grid Validation:** To programmatically verify real-world "Proof of Physical Work" and calculate pro-rata Epoch reward distributions.
- **Remote Optimization Operations:** To facilitate automated, remote power consumption modulation (managed charging and demand response) during system grid events.
- **Utility Integration Pathing:** To structure and compile optimization baselines so that we may present you with future voluntary programs integrated directly with your local retail energy provider or electric utility company.
- **Ecosystem Integrity Protection:** To verify geographic placement, actively block prohibited or sanctioned routing paths, and permanently ban nodes running simulated hardware profiles.

6. DATA SHARING WITHIN THE UNIFIED ECOSYSTEM

Because the platform operates on a single, shared technological backbone, your data profile is shared natively between Grid Rails Inc. and the OpenVPP Labs Limited testing environment. We do not sell your personal or hardware data to third-party data brokers or marketing conglomerates. Your telemetry and data profiles are only disclosed under the following circumstances:

- **Interoperable Partners:** Shared seamlessly across the unified network infrastructure layers (between `openvpp.energy` and `fleet.gridrails.ai`) to maintain uninterrupted node connection and asset tracking across both environments.
- **Utility Providers:** Aggregated or anonymized performance data may be shared with regional energy utilities to prove load reduction during critical grid balancing windows.
- **Legal and Regulatory Compliance:** To comply with enforceable law, legal processes, or verified regulatory inquiries, or to maintain localized enforcement of international sanctions and anti-money laundering blocklists.

7. COOKIES, SESSION STORAGE & PRIVACY SIGNALS

The Platform utilizes temporary session storage, hardware cookies, and encrypted localized browser parameters to link your public wallet signature to your specific physical device ID profile. If you manually purge your browser's local cache or cookie storage mid-Epoch, your local session display may reset; however, your immutable consensus logs remain securely stored inside the database architecture to protect your accumulated off-chain accounting points.

Our system interfaces are configured to detect and automatically honor Universal Opt-Out Preference Signals, including the Global Privacy Control (GPC).

8. DATA SECURITY AND RETENTION SECURITY

We implement advanced cryptographic data routing, network firewalls, and isolated edge data tables to protect your data from unauthorized access, loss, or alteration. Because your telemetry history constitutes proof of physical work necessary to audit past automated smart contract distributions, we retain core machine data logs as long as your connected hardware node remains active in the ecosystem, subject to the retention boundaries defined in Section 4.

9. UNITED STATES AND CALIFORNIA PRIVACY SUPPLEMENT (CCPA/CPRA)

This section applies solely to residents of US states with comprehensive consumer privacy frameworks, including California:

- **Collection of Sensitive Personal Information:** We collect and process precise geolocation data (latitude and longitude tracking). We use this information strictly to verify local network performance and infrastructure node authenticity, and do not use it to infer characteristics about you.
- **No Sale or Commercial Sharing:** We do not "Sell" your personal data or device telemetry to third parties for monetary compensation, nor do we "Share" your information for cross-context behavioral advertising.
- **Notice of Financial Incentive:** The conversion of off-chain Points to \$OVPP utility tokens may be considered a "financial incentive" under certain state laws. The value of your telemetry data to the platform is directly tied to the programmatic pro-rata calculation outlined in Part 2. You may withdraw from this incentive program at any time by disconnecting your device via the Platform interface.
- **Consumer Rights:** You possess the right to Know, Delete, Correct, and Limit the use of your Sensitive Personal Information. To exercise these rights, submit a verified request through our platform intake pathways.

10. APP INTEROPERABILITY & AUTHENTICATION

We offer single sign-on (SSO) and interoperability features with our partner, OpenVPP Labs Limited. When you choose to link or log into their platform using our services, we only share temporary, encrypted authentication tokens to verify your identity. We do not transfer or sell your profile data or personal history to them. Your data remains strictly partitioned within our secure systems unless you explicitly choose to share further information directly with that platform during your session.

11. USER RIGHTS AND COMPLIANCE CONTACT

Depending on your geographic location (including under GDPR, UK GDPR, or CCPA/CPRA), you may possess statutory rights regarding your personal data, including the right to access, correct, port, restrict, or request the deletion of your personal profiles.

To exercise your data privacy rights, file a complaint, or inquire about data aggregation rules, contact our legal management desk at hello@gridrails.ai.

This notice is part of the binding agreement and is subject to programmatic updates and revisions over time. Continued interaction with the Platform or connected nodes following any published changes constitutes your ongoing consent to our data processing metrics.