VerdeEnergyUSA

Green Choice 12

ELECTRIC SUPPLY CONTRACT SUMMARY

You have purchased an electric supply product from Verde Energy USA Massachusetts, LLC. Your electric utility will continue to deliver the electricity you use to your home.

Price	**$0.00** per month plus **--Error--¢ per kWh**. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
Term	The above price will remain constant for **Month-to-Month**.
Early Cancellation Fee	If you cancel your contract prior to the end of its term, you will be charged a fee of **$0.00**.
Automatic Renewal	Your contract will automatically renew to a new price at the end of the contract term unless you inform Verde Energy otherwise. The new price may be higher or lower than the existing price. Verde Energy will contact you no later than 30 days before each automatic renewal to notify you of your supply options.
Renewable Energy Content	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 62.3% renewable energy resources. This product includes 100.0% renewable energy resources, an amount that exceeds the minimum requirement.
Rescission Period	You have 3 days to cancel this contract free of charge from the time you receive your contract and terms and conditions.
Competitive Supplier Information	Verde Energy, DPU license number: CS-097, Phone Number: 800-388-3862, www.verdeenergy.com. Verde Energy is only responsible for the electric generation portion of your bill.
Electric Utility Information	Eversource will continue to deliver the electricity that you use in your home and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact Eversource at 1-800-592-2000, or by visiting its website at www.eversource.com.
The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at http://energyswitchma.gov.	

Massachusetts Residential and Small Commercial
Terms of Service

This is an agreement for electric supply service between Verde Energy USA Massachusetts, LLC ("Verde Energy", "Company" or "we") and you ("you" or "Customer"), for the service address or addresses set forth in your Welcome Letter or Electric Service Agreement ("ESA"). Together, the Terms of Service set forth herein, your Contract Summary, your voice-recorded verification of authorization, if applicable, and your Welcome Letter or ESA, collectively describe your agreement with respect to your purchase of electric supply service from Company ("Agreement"). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Company is licensed by the Massachusetts Department of Public Utilities ("DPU") to offer and supply electricity services in the Commonwealth of Massachusetts. Generation prices and charges are set by the Energy Supplier you have chosen. Your Utility will deliver the electricity to you. The DPU regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions

- Electric Distribution Utility ("Utility") – The public utility that provides facilities for the transmission and distribution of electricity to retail customers. Utilities are regulated by the DPU.
- Generation Charge – Part of the basic service charges on every customer's bill for producing electricity. Generation service is competitively priced and is not regulated by the DPU. This charge depends on the contract between the customer and the supplier.
- Massachusetts Department of Public Utilities ("DPU") - The regulatory agency that provides oversight, policy guidance and direction to public utilities. The DPU licenses electric suppliers.
- Transmission Charge – Part of the basic service charges on every customer's bill for transmitting electricity from the source of supply to the electric distribution company. The Federal Energy Regulatory Commission regulates transmission prices and services. This charge will vary with your source of supply.

Right of Rescission - You may rescind this Agreement at any time before midnight of the third day after your receipt of these Terms of Service and written confirmation of enrollment by calling us at 1-800-388-3862, email: customercare@verdeenergy.com, or in writing at 12140 Wickchester Lane, Suite 100, Houston, TX 77079

Terms of Service

1. Basic Service Prices.

Your rate plan and price per kWh will be as specified in your Contract Summary.

Fixed Rate Plan: You will pay the fixed rate per kWh as specified in your Contract Summary for the duration of your Term. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Contract Summary.

Variable Rate Plan: YOU WILL PAY THE VARIABLE RATE PER KWH AS SPECIFIED IN YOUR CONTRACT SUMMARY FOR THE FIRST BILLING CYCLE. AFTER THE FIRST BILLING CYCLE YOUR RATE WILL VARY. THE VARIABLE RATE PLAN IS A MONTH-TO-MONTH PLAN BASED ON A VARIABLE RATE METHODOLOGY WHICH SHALL REFLECT, FOR EACH MONTH, THE COST OF ELECTRICITY OBTAINED FROM ALL SOURCES (INCLUDING ENERGY, CAPACITY, SETTLEMENT, ANCILLARIES), RELATED TRANSMISSION IF APPLICABLE, AND OTHER MARKET-RELATED FACTORS, PLUS ALL APPLICABLE TAXES, FEES, CHARGES OR OTHER ASSESSMENTS, AND COMPANY'S COSTS, EXPENSES AND MARGINS. THERE IS NO LIMIT TO VARIABLE RATE OR HOW MUCH IT WILL CHANGE FROM ONE BILLING CYCLE TO THE NEXT, AND IT MAY BE HIGHER THAN THAT CHARGED BY THE UTILITY. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Contract Summary.

The rate you pay Company will include the Generation Charge and Transmission Charge, if applicable. If your plan includes a green, carbon neutral, or renewable component, then Company will purchase and retire renewable energy certificates ("RECs"), carbon offsets, verified emission reductions or other instruments or attributes to ensure that a specified percentage of your electricity usage, as disclosed in your Contract Summary if applicable, is offset. The renewable, green or carbon neutral content of your plan, if applicable, is specified in your Contract Summary.

You are responsible for any and all taxes (whether passed through to you on your Utility's bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and Utility charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide Company with the necessary certificates and other documentation to qualify for such status. You will incur additional charges for the Utility's distribution services.

2. Billing. Your Utility will continue to issue a monthly bill and the bill will include both your Transmission Charge and your Generation Charge, as well as your Utility's distribution charges, and any other charges incurred in accordance with this Agreement. Customer acknowledges that Customer billing and payment information may be provided to Company. Bills will continue to be based on actual or estimated meter readings. Company will use the same meter reading information from the Utility to derive your electric supply charges. Unless otherwise provided herein, your payment terms will be governed by the terms of the Utility's tariff. Company does not pay or arrange for the payment of any outstanding debts owed by you to the Utility or previous energy supplier. Company may correct or cause the Utility to correct previous invoices in the event of invoicing errors. If you have difficulty paying your bill, you may be eligible for third-party billing or deferred payments or budget billing through your Utility; contact your Utility for details about available programs.

3. Length of Agreement (Term) / No Guarantee of Switch Period. The Term of this Agreement is as specified in your Contract Summary**.** The term of this agreement will begin within one to two billing cycles of the date your Utility processes your enrollment with Company. You will buy your electric supply for the service addresses set forth in your Welcome Letter or ESA from Company within one to two billing cycles of the date your Utility processes your enrollment, and will continue to do so for the entire Term, with the exception of a new meter installation or special meter reading date. Customer acknowledges that Company cannot guarantee a switch of Customer's account by a specific date and hereby holds harmless Company from any liability for, or arising out of, delays in this process. You have three (3) days from the date you receive these Terms of Service to accept or decline this Agreement. This Agreement shall remain in effect until you notify Company in writing or by phone of your intent to cancel.

4. <u>Penalties, Fees and Exceptions</u>.

If you cancel or terminate this Agreement prior to the end of the Term, you will pay an early termination fee as specified in your Contract Summary. Notwithstanding the foregoing, you may cancel this Agreement without being assessed an early termination or cancellation fee if you move to another location outside of your Utility's service territory and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. If you move to another location within your Utility's service territory, we reserve the right to continue to serve you under the same terms and conditions if service is available at your new location. You will be responsible for amounts due, up to the switch date, for all outstanding charges incurred for services prior to cancellation or termination of this Agreement**.** If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. Company may use the services of debt collection agencies, consumer-reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

You will be assessed a fee of $30.00 for payments returned for insufficient funds or credit card transaction not processed due to insufficient funds or credit availability by any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card.

5. Cancellation Provisions. You may cancel this Agreement without penalty any time before midnight of the third day after your receipt of these Terms of Service. After such third day, you may cancel this Agreement at any time by calling Company, but you will be required to pay the early termination fee, if applicable. You will be responsible for all payments due hereunder until the cancellation of electric supply service is completed. If for any reason Company is no longer able to economically continue this Agreement, Company may terminate this Agreement at any time after complying with applicable regulations. This

Agreement may be cancelled at the sole discretion of Company if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Company is or becomes untrue. We will provide you written notice at least 15 calendar days prior to our cancellation of this Agreement. If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the Utility until you designate another provider of electric supply service or service is shut off by the Utility. Only the Utility may shut off your electric service.

6. Agreement Expiration/Change in Terms. If you have a fixed term Agreement approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive a written notification that precedes either the expiration date or the effective date of the proposed changes. The notification will explain your options going forward. If you do not respond to a notice of expiration, your service will continue with Company pursuant to the information contained in the notice of expiration until you (i) select another offer from Company, (ii) enroll with another Energy Supplier, or (iii) return to the Utility's default supply service. The initial term of a fixed term agreement will expire on the meter read date in the last month of the initial term.

7. Change in Law or Regulation. In the event that there is a change (including change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgement, or decree by a governmental authority, regulatory body or the regional Independent System Operator, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs (including, but not limited to transmission or capacity costs), protocols, market rules, load profiles, capacity tags, and such change results in Company incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed to you in your monthly bills for service as additional pass-through charges to the extent permitted by applicable law or regulatory rules. If there is a change in law or regulation as described in this section, which impacts any term, condition or provision of this Agreement including, but not limited to price, we shall have the right to modify this Agreement to reflect such change in law or regulation. Any such modification or assessment of pass-through charges do not require customer consent or notice to customer unless required under applicable law.

8. Information Release and Authorization, Credit Review: By accepting the Agreement, you authorize Company to obtain information from the Utility through the Term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electric usage, rate classification, meter readings, characteristics of electric service, and billing and payment information. You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to Company obtaining a credit report and investigating your (and, if applicable, signatory's) credit rating, credit history and utility bill payment status and history. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements. You further authorize Company to release that information to third parties who need to use or be aware of such information in connection with your electric service under the Agreement, as well as to Company's affiliates and business partners for marketing purposes. Your social security number, account number(s), or any other customer information will not be released without your express written consent except for the purposes of operation, maintenance, assignment, and transfer of your account, including all products and services provided pursuant to your Agreement. You further authorize Company, its affiliates, and its third party vendors, including marketing vendors, to communicate with you at the contact information included in your enrollment or contact information received at any time during the relationship of the parties, for future communications, including but not limited to communications through telephone call, voicemail, text message, pre-recorded message and electronic mail. By signing (including by voice or electronic affirmation or adoption) or otherwise accepting the Agreement and providing your phone number, you authorize Company to cause the transmission of voice mails, phone calls, and text messages to the phone number you provide using an autodialer. Consent is not a condition of purchase. Message and data rates may apply. Text STOP to withdraw consent for text messages. Text HELP for help with text messages. These authorizations shall remain in effect as long as the Agreement (including any renewal) is in effect and for two years thereafter. You may rescind these authorizations at any time by either calling Company at 1-800-388-3862 or providing written notice to Verde Energy at 12140 Wickchester Lane, Suite 100, Houston, TX 77079. Company reserves the right to reject your enrollment or terminate the Agreement if you fail to meet minimum or maximum threshold electric consumption levels as determined by Company.

9. Dispute Procedures. Contact us with any questions concerning our Terms of Service. You may call the DPU if you are not satisfied after discussing your terms with us.

10. Warranties. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

11. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electricity after receipt at the delivery point or points. COMPANY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

12. MANDATORY ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.

(a) Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of your enrollment, purchase, these Terms of Service, or the relationship among the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.

(b) Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Company at 12140 Wickchester Lane, Suite 100, Houston, TX 77079 or (2) to you at the postal address on file with us. Both you and Company agree that this dispute resolution procedure is a condition precedent, which must be satisfied before initiating any arbitration against the other party.

(c) Right to Opt Out of this Arbitration Agreement. You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the first time you (a) enroll and begin purchasing services from Company; or (b) sign up for any further program or service provided by Company. You may also opt out of this Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email through Company's website at verdeenergy.com or by sending a letter to 12140 Wickchester Lane, Suite 100, Houston, TX 77079. You should include your printed name, mailing address, and the words "Reject Arbitration."

(d) How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. Arbitration shall take place in the county of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys' fees and costs against you. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

(e) Waiver of Right to Bring Class Action & Representative Claims. All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

(f) Governing Law. This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the Claim, the law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."

13. Miscellaneous.

(a) **Basic Service Availability:** Under Massachusetts law, you have the right to basic service from your Utility. Basic service is electricity supply service you receive from your Utility as opposed to receiving service from a third-party supplier. All customers are eligible to receive basic service at any time and may stay with such service indefinitely.

(b) **Low Income Rate Eligibility:** Certain residential customers may qualify for a discounted electric rate based on income. Contact your Utility for a list of eligibility requirements and program application.

(c) **Force Majeure:** If Company is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of Company that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, RTOs, aggregators, pipeline operators, other suppliers, qualified scheduling entities, utilities, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

(d) Energy delivery shall continue to be provided by your Utility. Your electric service will be provided in accordance with your existing connection requirements unless you request a change by the Utility and pay for the cost of that change. You may not resell or use any electricity provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electricity under this Agreement will be measured at the delivery point by the Utility providing the delivery service in accordance with the terms of the applicable tariff for electric service. Company and you will be bound by the measurement from the meters owned, installed, maintained and read by the Utility.

(e) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles of conflicts of laws.

(f) A wet, electronic or faxed signature on an ESA or a voice-recorded verification of authorization of enrollment is an agreement to initiate service and begin enrollment with Company. These Terms of Service, along with your Welcome Letter or ESA, voice-recorded verification, if applicable, and Contract Summary, constitute the entire agreement between you and Company relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Company concerning the subject matter of the Agreement.

(g) You may not assign this Agreement or your obligations under this Agreement without Company's prior written consent. Company may assign this Agreement, together with all rights and obligations hereunder, to (i) Company's electricity supplier, or such supplier's designee, (ii) an affiliate of Company or to any other

person succeeding to all or substantially all of Company's assets, (iii) in connection with any financing or other financial arrangement, or (iv) to another retail supplier.

(h) Any failure by Company to enforce any term or condition of your electric service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

(i) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

(j) The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.

(k) The parties may execute the Agreement in counterparts, each of which is deemed an original and all of which constitute the same instrument.

14. Contact Information. You should call your Utility in the event of an electric/gas-related emergency, such as a gas leak or power outage at the Utility's toll-free emergency line below.

Energy Supplier:	**Verde Energy USA Massachusetts, LLC** **12140 Wickchester Lane, Suite 100** **Houston, TX 77079** **1-800-388-3862** **www.verdeenergy.com** **Hours of Operation: Monday through Friday (except holidays), 8:00 a.m. to 6:00 p.m. Eastern Standard Time**
Utility Company	**Eversource (Formerly NSTAR)** 800 Boylston St. Boston, MA 02199 1-800-592-2000 www.eversource.com
In the case of an outage, call:	**1-800-592-2000**
	Eversource (Formerly WMECO) 247 Station Drive Westwood, MA 02090 1-877-659-6326 www.eversource.com
In the case of an outage, call:	**1-877-659-6326**
	National Grid (Massachusetts Electric Company) P.O. Box 960 Northborough, MA 01532 1-800-322-3223 www.nationalgridus.com
In the case of an outage, call:	**1-800-465-1212**
Department of Public Utilities:	Massachusetts Department of Public Utilities 1-877-886-5066 www.mass.gov/orgs/department-of-public-utilities

15. Rewards, Bonuses, Rebates and/or Incentives Program Terms. Rewards, Bonuses, Rebates and/or Incentives are subject to the following terms and conditions.

For purposes of receiving any rewards, bonuses, rebates and/or incentives, active accounts are defined as those (i) that are billing more than $0 and (ii) for which we have not received a request to discontinue (drop) service or change programs and (iii) are in *good standing (no past-due balance owed)* during the minimum required number of days stated in the offer.

Rewards, bonuses, rebates and/or incentives are also subject to the rewards, bonuses, rebates and/or incentives' terms and conditions stated in the offer and as may be located on our website(s) and those terms and conditions in the Terms of Service between Company and you, including, but not limited to, all terms related to dispute resolution and arbitration and class action waiver, **in addition to the terms and conditions set forth herein**. More information on the terms and conditions of any reward, bonus, and/or incentive programs are available by calling 1-800-388-3862. Company reserves the right to disqualify any account holder from participation in rewards, bonuses, rebates and/or incentives' programs.

16. Written Notice. Written notice includes, but is not limited to, notice by electronic mail to a valid e-mail address provided by you. By entering into this Agreement, you authorize us to send written notices to you through electronic mail as permitted by rule and law. The decision to send written notices to you via electronic mail is at our sole discretion. If the e-mail address you provide to us at enrollment becomes invalid, you agree to timely provide us with an updated, valid e-mail address to which we will send written notices. You are solely responsible for providing us with a valid e-mail address.