



Spark Green Secure 12 - 100.0 % Renewable Plan

Pennsylvania Residential and Small Commercial Electric Contract Summary

CONTRACT SUMMARY

Our Contact Information	Spark Energy, LLC 12140 Wickchester LN., Suite 100 Houston, TX 77079 Phone Number: 1-877-547-7275 Email: customer@sparkenergy.com Spark Energy, LLC is responsible for electric supply charges.
Electric Price Structure	Fixed plan for 12 Months If your price structure is variable, then your price may vary from month-to-month. There is no limit on the variable price, and the rate may be higher than our EDC default supply rate. You may obtain a variable price history and the price applicable to your next billing cycle at https://www.sparkenergy.com/en/faq/pennsylvania or by calling 1-877-547-7275.
Electric Supply Price	8.19¢ per kWh Plus \$0.00 per month for the term Monthly charges are for supply charges only and do not include either delivery service or other charges from your EDC or applicable taxes from governmental agencies.
Renewable Content	This is a 100.0 % Renewable Plan.
Statement Regarding Savings	The supply price may not always provide savings to the customer.
Deposit Requirements	No deposit is required.
Incentives	Your plan may include enrollment incentives. Check our Disclosure Statement for details.
Contract Start Date	The term of this agreement will begin with your first meter read by your EDC following your enrollment with Spark Energy. If your EDC has expedited switching, then your service will commence in approximately three days from the date your EDC processes your enrollment.
Contract Duration/Length	12 Months We will begin supplying electricity to your account as soon as the EDC processes your enrollment for the term stated above.
Cancellation/Early Termination Fees	Fixed Rate Plans: Residential/Small Commercial Customers – \$100.00 Variable Plan: \$0 If your contract contains an early termination fee, you may avoid paying the early termination fee by contacting Spark Energy within three business days of receipt of your Disclosure Statement.
End of Contract	If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or effective date of the proposed changes. The notifications will explain your options going forward.

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Pennsylvania Residential and Small Commercial Disclosure Statement

This is an agreement for electric supply service between Spark Energy LLC ("Spark Energy", "Spark", "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 Disclosure Statement set forth herein, your Contract Summary, 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 Pennsylvania Public Utility Commission ("PUC") to offer and supply electricity services in Pennsylvania. Our PUC license number is A-2009-2145787. Generation prices and charges are set by the electric generation supplier you have chosen. Your Electric Distribution Company ("EDC") will deliver the electricity to you. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions

- Small Business Customer – a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months.
- Electric Distribution Company ("EDC" or "utility") – The public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by the PUC. Exceptions include building or facility owners or operators that manage their internal distribution system and supply electric power and electric services to occupants of the building or facility.
- 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 Public Utility Commission. This charge depends on the contract between the customer and the supplier.
- Pennsylvania Public Utility Commission ("PUC" or "Commission") – the Pennsylvania Public Utility Commission is the state regulatory agency that provides oversight, policy guidance and direction to public utilities. The PUC licenses electric suppliers but does not otherwise oversee or regulate suppliers.
- Transmission Charge – Part of the basic service charges on every customer's bill for transporting electricity from the source of supply to the electric distribution company. The Federal Energy Regulatory Commission regulates retail 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 business day after receiving the Disclosure Statement by calling us at 1-877-547-7275, email: customercare@sparkenergy.com, or in writing at 12140 Wickchester Lane, Suite 100, Houston, TX 77079.

Terms of Service

1. Basic Service Prices.

Your rate plan will be a **Fixed Rate Plan**.

Fixed: You will pay the fixed rate of **8.19¢ per kWh Plus a monthly fee of \$0.00** for the duration of the Term.

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

Variable Rate Plan: 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 SPARK'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 OBTAIN A VARIABLE PRICE HISTORY AND THE PRICE APPLICABLE TO YOUR NEXT BILLING CYCLE AT [HTTPS://WWW.SPARKENERGY.COM/EN/FAQ/PENNSYLVANIA](https://www.sparkenergy.com/en/faq/pennsylvania) OR BY CALLING 1-877-547-7275. HISTORICAL PRICING IS NOT INDICATIVE OF FUTURE PRICING. YOU MAY ALSO PAY A MONTHLY ADMINISTRATIVE FEE, THE AMOUNT OF WHICH, IF APPLICABLE, IS DISCLOSED IN YOUR CONTRACT SUMMARY AND DISCLOSURE STATEMENT.

The rate you pay Company will include the Generation Charge and Transmission Charge. 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.

Your price includes estimated total state taxes but does not include state sales tax and county tax. You are responsible for any and all taxes (whether passed through to you on your EDC's bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and EDC 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 EDC's distribution services.

2. Billing. Your EDC will continue to issue a monthly bill and the bill will include both your Transmission Charge and your Generation Charge, as well as your EDC's distribution charges and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. Company will use the same meter reading information from the EDC to derive your electric supply charges. Unless otherwise provided herein, your payment terms will be governed by the terms of the EDC's tariff. Company does not pay or arrange for the payment of any outstanding debts owed by you to the EDC or previous Electric Generation Supplier ("EGS").

3. Length of Agreement (Term)/ No Guarantee of Switch Period. The Term of this Agreement is **12 Months**. The term of this agreement will begin with your first meter read by your EDC following your enrollment with Company. If your EDC has expedited switching, then your service will commence in approximately three days from the date your EDC processes your enrollment. You will buy your electric supply for the service addresses set forth in your Welcome Letter or ESA from Company on the next meter reading date available 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) business days to accept or decline this Agreement upon receipt of the Disclosure Statement. This Agreement shall remain in effect until you notify Company in writing or by phone of your intent to cancel.

4. Penalties, Fees and Exceptions.

If you cancel or terminate this Agreement prior to the end of the Term, you will pay an early termination fee of \$100.00. 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 EDC'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 EDC'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 business day after you received this Disclosure Statement. After such third business 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. If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the EDC until you designate another provider of electric supply service or service is shut off by the EDC. Only the EDC 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 two separate written notifications

that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. If you do not respond to notices 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 EGS, or (iii) return to the default service provider. 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, 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.

8. Information Release and Authorization, Credit Review. By accepting the Agreement, you authorize Company to obtain information from the EDC 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 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. Text HELP for help. 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 1-877-547-7275 or providing written notice to Spark 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 PUC 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 Spark Energy 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 sparkenergy.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) **Customer Protections for Residential Customers.** In the event of non-payment of any charges owed to Company, you may be subject to termination of electric service and the suspension of distribution service under procedures approved by the PUC. You may obtain additional information by contacting Spark Energy at 1-877-547-7275 or the PUC by the means provided at the bottom of this Disclosure Statement.

- (b) **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.
- (c) Energy delivery shall continue to be provided by your EDC. Your electric service will be provided in accordance with your existing connection requirements unless you request a change by the EDC 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 EDC 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 EDC.
- (d) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of laws.
- (e) A wet, electronic or faxed signature on a 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 (Disclosure Statement), along with your Welcome Letter or ESA, 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.
- (f) 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 EGS.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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. Residential customers and small business customers are entitled to receive at no charge and at least once a year, historical billing data from whomever reads their meter for billing purposes. In the event of an after-hours emergency, you can contact Company to hear a recorded message containing the emergency contact numbers for your EDC.

Electric Generation Supplier:

Spark Energy, LLC
12140 Wickchester Lane, Suite 100
Houston, TX 77079
1-877-547-7275
PA License No.: A-2009-2145787
www.sparkenergy.com
Hours of Operation: Monday through Friday (except holidays), 9:00 a.m. to 8:00 p.m., and Saturday 10:00 a.m. to 1:00 p.m. Eastern Standard Time

**Electric Distribution Company &
Provider of Last Resort**

PECO
2301 Market St.
Philadelphia, PA 19103
1-800-841-4141
www.peco.com
1-800-841-4141

In the case of a power outage, call:

PPL Electric Utilities Corporation (PPL)

827 Hausman Road
Allentown, PA 18104
1-800-342-5775
www.pplelectric.com

In the case of a power outage, call:

1-800-841-4141

Public Utility Commission:

**Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265**

Information about shopping for an electric supplier is available at www.PaPowerSwitch.com or other successor media platform as determined by the Commission, by calling the Commission's telephone number at 1-800-692-7380, and at www.oca.state.pa.us. Your EDC may have programs available to customers on a limited or fixed income to assist them with payment of utility service bills. Information on your EDC's Universal Service Programs can be obtained by contacting your EDC at the telephone number indicated above.

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, **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 1-877-547-7275. 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.