



Terms of Service Agreement

September 27, 2018

Welcome to Griddy!

Thank you for choosing Griddy Energy LLC (“Griddy”) as your Retail Electric Provider (“REP”). The Terms of Service Agreement (“TOSA”) will explain the terms and conditions that govern your agreement with Griddy. The TOSA, along with your Electricity Facts Label (“EFL”), Prepaid Disclosure Statement (“PDS”), Your Rights as a Customer document (“YRAC”), End User License Agreement (“EULA”), and Privacy Policy (“Privacy Policy”) make up your Agreement with Griddy (“Agreement”).

By accepting service from Griddy, you have agreed to be bound by the terms of your Agreement. You authorize us to obtain information we find necessary or helpful to provide the best possible electric service, which may include, but is not limited to, your address, telephone number, account number(s), historical usage data, and other information. Most of the information we gather will come from you when you enroll with Griddy, but you also authorize Griddy to collect relevant information from your Local Utility, current REP, or other third parties. You additionally agree that you are either the account holder or that you are authorized by the account holder to sign up with Griddy.

Contact Information

Griddy Customer Service Representatives are available to help you Monday through Friday from 8:00 a.m. to 7:00 p.m. CT.

Griddy Energy LLC	(800) 993-6207
REP Certificate No: 10243	Fax: (800) 993-6207
11811 North Freeway, #546	https://gogriddy.com
Houston, Texas 77060	support@gogriddy.com

Service Outage Reporting

In the event of a power outage, you can call Griddy at (800) 993-6207 and we will route you to your Local Utility. If it is after hours, you may call your Local Utility directly 24 hours a day, 7 days a week, at the following:

Local Utility	Outage Reporting	Service Requests
AEP Texas	(866) 223-8508	(877) 373-4858
CenterPoint Energy	(713) 207-2222	(800) 332-7143
Oncor Electric Delivery	(888) 313-4747	(888) 313-6862
Texas-New Mexico Power	(888) 866-7456	(888) 866-7456

LET'S GET STARTED

Who is Griddy?

Griddy is a retail electric provider, or "REP." We provide electric service to your home or business by purchasing power at the market rate and arranging delivery on transmission and distribution lines. We connect you directly to the wholesale price of electricity and bypass costly middlemen and brokers. Griddy's proprietary platform is delivered through our powerful and intuitive app that provides real-time market information and allows members to see their electricity consumption and expenditure.

What is the Local Utility?

Your Local Utility ("Local Utility") charges for maintaining the transmission and distribution infrastructure. When you buy electricity from Griddy, we must arrange for electricity to be delivered to your home through your Local Utility. The Local Utility is also responsible for reading your meter and restoring power if there is an outage. Any fees from your Local Utility, like reconnection or disconnection fees, will be passed through to you at no additional cost.

What are my rights as a pay-as-you-go user?

Your rights as a pay-as-you-go user are summarized in your YRAC document. In addition, you should know that we will not deny service or require a prepayment or deposit for service based on a member's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a member in an economically distressed geographic area, or qualification for low income or energy efficiency services. Also, we will never use your credit history, credit score, or utility payment data to set a price for your Agreement.

What if I need a copy of my Agreement in Spanish?

¿Qué hago si necesito una copia de mi Contrato en español?

Your TOSA, EFL, PDS and YRAC are available in Spanish on our website. Usted puede obtener los documentos de su Contrato (TOSA, EFL, PDS, y YRAC) en español en nuestro sitio web.

What if I Have a Dispute or a Complaint?

If you have specific comments, questions, complaints or billing inquiries, please contact us at:

Griddy Energy LLC
11811 North Freeway, #546
Houston, Texas 77060
Phone: (800) 993-6207
Fax: (800) 993-6207
Email: support@gogriddy.com

If you are dissatisfied with our investigation/review, you can partake in the Public Utility Commission of Texas ("PUCT")'s informal complaint resolution process via the following contact method:

Public Utility Commission of Texas
Customer Protection Division
P.O. Box 13326, Austin, Texas 78711-3326
Phone: (512) 936-7120 or in Texas (toll-free) 1-888-782-8477,
Fax: (512) 936-7003
Email: customer@puc.state.tx.us
www.puc.state.tx.us
TTY (512) 936-7136
Relay Texas (toll-free) 1-800-735-2989

Where can I find the rules and statutes that are mentioned in this Terms of Service Agreement?

For more information on the rules and statutes mentioned in this TOSA, you can view a copy of the Public Utility Commission of Texas Substantive Rules here:

<http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>

GRIDDY'S PAY-AS-YOU-GO PRODUCT DESCRIPTION

Am I eligible for pay-as-you-go service from Griddy?

You are eligible if:

- Your service location has a provisioned Advanced Metering Systems meter installed.
- You are not a Critical Care or Chronic Condition Residential Customer. Critical Care or Chronic Condition Residential Customers are not eligible for a pay-as-you-

go service. This is to ensure essential energy services are not interrupted.

- You establish and maintain an active communication method, either an email address or mobile phone number, to receive important communications from Griddy regarding your account.
- *For business members only: Your POLR customer class is classified as small (< 50 kW peak demand) or medium commercial (50-1000 kW peak demand). We do not support large commercial meters.*

If after enrollment Griddy receives notification from your Local Utility that you do not have a provisioned Advanced Metering Systems meter installed or you are a Critical Care or Chronic Condition Customer, Griddy will notify you that you are ineligible to receive pay-as-you-go services. Moreover, if you become a Critical Care or Chronic Condition Customer after enrolling with Griddy, you will then be ineligible to continue receiving pay-as-you-go services. We will help you find another, non-pay-as-you-go alternative to Griddy. Some electric assistance agencies may not provide assistance to members that use pay-as-you-go services.

What type of electricity plan do I have?

The PUCT requires classification of your electricity plan into one of three categories – indexed, fixed, or variable. Griddy only offers a pay-as-you-go indexed product. Griddy does not offer fixed rate or variable price products.

The Griddy indexed product provides you with the wholesale price of electricity as published by the Electric Reliability Council of Texas (“ERCOT”). The wholesale price changes every 5 minutes. ERCOT’s published price is the 15-minute Real-Time Settlement Point Price (“RTSPP”), which is the calculated average of three 5-minute prices. For more information about this formula, please refer to your EFL. Note: Since smart meters only report usage in 15-minute intervals, Griddy can only bill you according to the 15-minute RTSPP.

The price for indexed products may change without advance notice to reflect actual changes in Local Utility charges; changes to ERCOT’s or the Texas

Reliability Entity’s administrative fees; or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on Griddy that are beyond our control.

How does Griddy work?

Griddy membership connects you directly to the wholesale price of electricity. It is a pay-as-you go product that you can cancel at any time without penalty.

We can change non-price related provisions of your Agreement by providing you with notice. We will notify you at least 14 days before any change is applied to your account or otherwise takes effect. If you do not cancel your Agreement before the effective date of the change, the change will become effective on the date stated in your notice.

PRICING AND FEES

How I do I find out what my price is?

You can view the wholesale price of electricity in the Griddy app at any time. You can either login to your account or see it in demo mode if you are not yet a Griddy member.

You can also check out the EFL, which provides examples of the average price per kWh based on different monthly usage levels.

Are there any recurring charges?

Griddy connects you directly to the wholesale price of electricity allowing you to buy at the same price as retail electric companies. Griddy members pay a monthly membership cost to receive access to the actual price of electricity generation with no added fees or mark-ups. There is one membership charge for residential members (“Residential Membership”) and another for business members (“Business Membership”):

- Residential Membership: \$9.99 a month
- Business Membership is based on monthly usage (kWh):
 - 0 < 5,000: \$9.99 a month
 - 5,000 < 15,000: \$99 a month
 - 15,000 < 30,000: \$199 a month
 - 30,000 < 60,000: \$299 a month
 - 60,000 or more: Negotiated

We also pass through the applicable merchant service (payment processing) fee that applies to each credit or debit card transaction. It is not more than 2.9% + 30¢ per payment.

What are the Local Utility's non-recurring fees?

These are fees you must pay that originate from your Local Utility and are passed through to you with no mark up. These fees usually result when you ask your Local Utility to perform a special service. Non-recurring fees by the Local Utility may include service connection, disconnection or reconnection fees, meter test fees, or special out-of-cycle meter read fees. These fees will appear as line items on your statement and are not included in the average price per kWh shown on your EFL. The specific price for each Local Utility fee will vary depending on the utility that serves your area.

What other non-recurring fees can I be charged?

None. Zip. Zilch. Griddy does not charge you any extra fees.

Do I need to pay a deposit?

No. Griddy members are never required to pay a deposit. However, upon enrollment you will need to establish your account with a Connection Balance.

CONNECTION BALANCE, CHARGES AND PAYMENTS, AND CURRENT BALANCE

What is a Connection Balance?

A connection balance is the initial amount you prepay upon enrollment to establish pay-as-you-go service or to reconnect pay-as-you-go service with Griddy following a disconnection ("Connection Balance"). The Connection Balance is set at \$49 when you enroll. If your Local Utility charges one or more service activation fees, the amount of such fees will be deducted from your account balance. Like all Local Utility charges, these fees are passed through at no additional cost. For more details regarding your Connection Balance, please consult your PDS.

What is an Account Balance and how is it calculated?

Your Account Balance is calculated based on the electricity consumed, the passed through Local Utility charges, the passed through taxes and fees, and your Griddy membership, all of which is debited from your account daily ("Account Balance").

It is important to keep an Account Balance at or above \$10 or your service may be disconnected ("Disconnection Balance").

How will I be charged?

Griddy only offers pay-as-you-go billing, which requires you to prepay your electric service by establishing a Connection Balance and maintaining an Account Balance of at least \$10. You will not receive a monthly bill or invoice. Your initial Connection Balance must cover any previous debt owed to Griddy and any applicable Local Utility fees to start service. In order to keep your electricity service flowing, your Account Balance must remain higher than the Disconnection Balance. If your Account Balance falls below the Disconnection Balance, your service may be disconnected or interrupted with little notice.

When will I be charged?

Your account will automatically be recharged when your Account Balance reaches \$25 or less ("Recharge Amount").

However, to minimize the number of charges to your credit card, we recommend you adjust your Recharge Amount to equal your average monthly spend. You can do this at any time in the app.

Do you provide payment assistance options?

Yes. You will be eligible to establish a deferred payment plan if your Account Balance reflects a deficit of \$50 or more AND there is an extreme weather emergency (as defined by PUCT Substantive Rule 25.483(j)(1)) OR the governor declares a state of disaster in the area covered by the declaration and the PUCT has directed that deferred payment plans be offered. You will also be eligible for a deferred payment plan if your Account Balance reflects a deficit of \$50 or more resulting from Griddy under charging you.

Your deferred payment plan document will have the specific details of your plan. If you enter into a deferred payment plan, Griddy may apply a switch-hold until your deferred payment plan is paid in full. A switch-hold means you will not be able to buy electricity from another REP while you are still in a payment plan with Griddy.

TERMINATION

How do I terminate my Agreement?

You need only to contact Griddy to terminate your Agreement without penalty.

Can Griddy terminate my Agreement?

We may terminate your Agreement and close your account if your account remains interrupted or disconnected for more than five (5) consecutive business days. In this event, you may contact another REP to establish your electric service.

If my Agreement is terminated, will I still have to pay you?

Yes. Termination of your Agreement does not excuse you from paying any outstanding amounts. If either you or Griddy terminates the Agreement, all amounts owed by you to Griddy shall become immediately due and payable. Your obligations to Griddy will continue until you have paid all amounts due. Also, if you do not pay the amount due or make acceptable payment arrangements, we may use debt collection agencies, small claims court, or other remedies allowed by law to collect the amount owed, including reasonable fees and expenses (including attorney fees) that we incur in the collection process. By providing telephone numbers to Griddy, you are expressly consenting to being contacted on those numbers for any purpose related to your account, including debt-collection, by a live person or automated service.

What happens if I have a positive balance and my Agreement is terminated?

If you elect to enroll for service with another REP, you will be entitled to receive a refund of any remaining funds in your Account Balance following deductions of any outstanding amounts owed to Griddy including deferred balances and applicable

fees. Griddy will automatically refund your card. You should receive any refund due within ten (10) business days after Griddy receives final usage data from your Local Utility.

DISCONNECTION AND RECONNECTION

Under what circumstances can you interrupt or disconnect my service?

Continuation of electric service depends on your prepaying for services on a timely basis and if your current balance falls below the Disconnection Balance of \$10 your service may be disconnected with little notice. We will send a low account balance warning to you at least one (1) day but not more than seven (7) days before your Account Balance is estimated to fall below the Disconnection Balance. If you still fail to act, we can disconnect your service for non-payment.

We will not interrupt or disconnect your electric service on weekend days, during any periods in which the mechanisms for payment specified to you in your PDS are unavailable or our call center is not operating, or during an extreme weather emergency, as defined in PUCT Substantive Rule 25.483(j)(1).

We may request immediate interruption or disconnection of your electric service without prior notice under specific situations, including the existence of a dangerous condition at your service address or evidence of theft of service.

How do I reconnect my pay-as-you-go service?

To reestablish service, you must bring your Account Balance to a level at or above the Connection Balance, which will require you to pay off any negative balance including all applicable Local Utility fees.

Do I still have to pay if my service is disconnected?

Yes. If your service is disconnected and your Account Balance is negative at that time, you will be required to pay us any past due amounts, as well as any required Local Utility fees.

What if I have a medical condition that requires my service to remain connected?

Per state regulations, Griddy cannot provide pay-as-you-go electric service to applicants who meet the utility criteria of a Critical Care or Chronic Condition Residential Customer. If after enrollment Griddy receives notification from your Local Utility that you have been designated a Critical Care or Chronic Condition Residential Customer, we will work with you to transition you to another REP in a manner that seeks to avoid a service disruption.

If we are unable to reach you or you do not respond to our attempts, we may transfer you to another REP. Qualification as a Critical Care or Chronic Condition Residential Customer by the Local Utility does not relieve you of your obligation to pay us or the Local Utility for services rendered.

COMMUNICATIONS

How will you communicate with me?

When you sign up for Griddy, you must provide a valid email address and mobile phone number. We may communicate with you via email, phone, text message or app push notifications to relay important account information, such as payment confirmation, impending Recharge Amounts, payment failure, and disconnection warnings.

What happens if I don't receive your email or text message?

Pay-as-you-go service requires that you establish and maintain an active preferred communication method so that we may send you important or required communications regarding your pay-as-you-go service. While we will make every effort to keep you informed, Griddy has no obligation to resend any account communication to you, whether required or optional, if your message could not be delivered to you as a result of your failure to establish, maintain or update your email account or phone number. Your failure to maintain or update the email address or phone number associated with your account could result in the disconnection of your electric service.

GENERAL RIGHT OF RESCISSION

After you have enrolled with Griddy, you have the right to rescind your Agreement without fees or penalties of any kind by contacting us before midnight of the 3rd federal business day after the date you first receive your TOSA.

You may rescind this switch by contacting us by:

- Phone: (800) 993-6207 (toll free)
- Email: support@gogriddy.com
- Website: <https://gogriddy.com>
- Fax: (800) 993-6207
- Mail: 1811 North Freeway, #546, Houston, Texas 77060

Please provide your name, address, phone number, account number, and a statement that you are rescinding your Agreement under the 3rd day right of rescission.

ASSIGNMENT

You may not assign this Agreement, in whole or in part, or any of the rights or obligations hereunder without the prior written consent of Griddy, which consent may be withheld or granted at the discretion of Griddy. We reserve the right to, without your consent but with notice to you, assign your Agreement to another REP in the event of an acquisition, merger, bankruptcy, or other similar event.

LIMITATIONS OF LIABILITY

You agree that force majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes, labor troubles, events of force majeure occurring with respect to the Local Utility, ERCOT, or other third-party systems or assets, or any other causes and events beyond our control may result in interruptions in service and that we will not be liable for those interruptions.

You also agree that we are not responsible for generating, transmitting or distributing electricity to your service address and that we will not be liable with respect to any third-party services. Furthermore, you agree that Griddy's liabilities not excused by reason of force majeure or otherwise, shall be limited to direct actual damages, and that neither

Griddy nor the member shall be liable to the other for consequential, incidental, punitive, exemplary or indirect damage. You waive all other remedies at law or in equity. These limitations apply without regard to the cause of any liability or damage, including if the damages result from sole, joint, concurrent, or active or passive negligence. There are no third-party beneficiaries to this Agreement.

REPRESENTATIONS AND WARRANTIES

The electricity sold under this Agreement will be supplied from a variety of generating sources. If you purchase a renewable energy product from us, you are financially supporting renewable energy generation sources, and the required amount of renewable energy credits (RECs) will be retired to authenticate the renewable energy component of the product. Your Local Utility does not necessarily deliver, and you will not necessarily receive, the specific electricity generation from that source at your service address. Griddy makes no representations or warranties other than those expressly set forth in this Agreement and expressly disclaims all other warranties, written or oral, express or implied, including warranties of merchantability, conformity to models or samples and fitness for a particular purpose.

MISCELLANEOUS

Your Agreement constitutes the entire agreement between you and Griddy concerning your agreement to purchase electricity for the covered meter number and supersedes any prior agreements. There are no prior or contemporaneous agreements or representations affecting this Agreement other than those expressed in these documents. No amendment, modification or change to this Agreement shall be enforceable unless reduced to writing. Notwithstanding anything to the contrary, if any provision of this Agreement is deemed to be invalid, illegal or otherwise unenforceable, you and Griddy agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If any such provision cannot be modified in a manner that would make it valid, legal and enforceable, such provision shall be severed from this Agreement, and all other provisions hereof shall remain in full force and effect. Any failure on Griddy's part at any time to enforce any term or condition of our service or to exercise any right under this Agreement shall not be considered a waiver of our right thereafter to enforce each and every such term and condition or to exercise such right or any other right under this Agreement. Obligations regarding indemnity, payment of taxes, limitations of liability, and waivers will survive the termination of the Agreement indefinitely.