

TERMS OF SERVICE

In partnership with **Enroll Power**

Please Read Carefully.

Updated: December, 2024

1. OVERVIEW AND AGREEMENT

The services that NRG Kiosk LLC d/b/a Power Kiosk and/or its parents, subsidiaries, affiliates, officers, directors and representatives (collectively, hereinafter “Company,” “we,” “our,” and “us”) provide to you are subject to the terms and conditions set forth herein (“Terms”), which govern your access to and/or use of our website, mobile application, platform(s) and/or any downloads, content, products, services, applications and any sites that Company may have now or in the future (collectively, the “Services”). If you are entering into these Terms of Service on behalf of a company, organization or other legal entity, “you” or “your” shall refer to such entity.

If you access and/or use the Services, you acknowledge and agree that you have read, understand and agree to be bound by all of the terms and conditions set forth in these Terms, as well as all other applicable rules or policies, terms and conditions or agreements that are or may be established by Company from time to time, and the foregoing shall be incorporated herein by reference. If you are an individual agreeing to the terms of these Terms on behalf of your legal entity and/or employer, you represent that the individual agreeing to these Terms has the legal authority to bind such entity.

You also agree to Company’s privacy policy, located at <https://powerkiosk.com/privacy-policy/>, as updated from time to time (“Privacy Policy”) and consent to any personal information we may obtain about you being collected, stored, and/or otherwise processed in accordance with the Privacy Policy and these Terms.

Please read these Terms carefully. If you do not accept these Terms, now or in the future, please stop your use of the Services immediately, in which case any continuing access and/or use of the Services is unauthorized. These Terms expressly supersede prior agreements and/or arrangements between you and the Company.

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION CLAUSE BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND COMPANY WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT AND/OR CLASS-WIDE ARBITRATION.

2. CHANGES TO TERMS

Subject to the terms and conditions set forth herein, the Company may, at any time, for any reason, in its sole and absolute discretion, make changes to the Services and/or modify these Terms. If Company makes changes and/or modifications that affect your access to and/or use of the Services, Company will provide a notice of such changes only by posting the updated Terms on the Services and Company will change the “last updated” date listed above. We may also provide you with additional forms of notice of modifications and/or updates as appropriate under the circumstances. Your use of the Services following any changes and/or modifications will constitute

your acceptance of such changes and/or modifications. If you do not agree with the changes and/or modifications, you shall not use the Services after the effective date of the changes. Please revisit these Terms regularly to ensure that you stay informed of any changes.

3. GENERAL DESCRIPTION OF SERVICES

Company provides advice and assistance to customers regarding their electric or gas energy supply rate. In those jurisdictions with deregulated energy markets, Company will compare your rates with alternative rate plans. With your authorization, Company will act as your agent, and will act on your behalf to (i) to solicit energy supply prices and/or energy bill credits from suppliers, (ii) negotiate with such energy suppliers, and (iii) enter into an energy supply contract. Our Services are not available in every jurisdiction, and Company may, in its sole discretion, choose to offer, or not to offer, its Services.

4. SCOPE OF USE

4.1 Eligibility. The Children's Online Privacy Protection Act ("COPPA") requires that online service providers get parental consent before they knowingly collect personally identifiable information online from children under the age of thirteen (13). Company does not knowingly collect or solicit information from children under the age of thirteen (13). You represent and warrant that you are at least eighteen (18) years of age. If you are under eighteen (18), you may not, under any circumstances or for any reason, use the Services. We may, in our sole discretion, refuse to offer the Services to any person and/or entity and change its eligibility criteria at any time. If we learn we have collected personal information from a child under the age of thirteen (13), we will delete the information, so please contact us at support@powerkiosk.com if you think a child has provided us personal information.

4.2 Use of Services and Availability. Use of the Services is at your own risk, including without limitation the risk that you might access content that is incomplete, inaccurate, or otherwise deficient. Company retains the right, in our sole and absolute discretion, to deny service and/or access to and/or use of the Services to anyone at any time and for any reason without liability. While we use reasonable efforts to keep the Services accessible, the Services may be unavailable from time to time. You understand and agree that there may be interruptions to the Services and/or access to your User Account (defined below) due to circumstances both within our control (e.g., routine maintenance) and outside of Company's control, for which Company will bear no responsibility. The Services may be modified, updated, suspended and/or discontinued at any time without notice and/or liability.

4.3 Creating an Account. You will be required to establish an account on the Services in order to enable Company to assist you in lowering your energy rates. You agree to provide true, accurate and current information in connection with your account, and you are responsible for updating and correcting information you have submitted to create and/or maintain your account. Any user names and passwords used for the Services are for your use only and you are solely responsible for maintaining the security and confidentiality of the password you use to access your account. Company will assume that anyone using the Services and/or transacting through your account is authorized by you. You agree to immediately notify Company of any unauthorized use of your password and/or account and/or any other breach of security. When using the Services, you are solely responsible for your use and for any acts and/or omissions occurring under your account. You may only create and hold one (1) account that you are solely responsible for managing and are prohibited from using other disguised identities when using the Services. We may refuse to grant

you an account with a name that impersonates someone else, if it may be illegal, and/or if it may be protected by trademark and/or other proprietary rights, as determined by Company in its sole and absolute discretion. Your account is non-transferable and may not be sold, combined and/or otherwise shared with any other person.

Company may, in its sole discretion, verify a user's identity prior to allowing such user to access and/or use the Services. Company may, without liability, refuse to process, and/or may cancel any services, as reasonably deemed necessary, to comply with applicable law and/or to respond to a case of misrepresentation, fraud and/or known and/or potential violations of the law and/or these Terms.

4.4 Operation of the Services; Authorization. Once your account has been established, we will search our database to find a lower energy rate than the PTC, an energy plan that aligns with your sustainability goals, or for Texas residents, the lowest possible rate available.

If your account is signed up for automatic enrollment, we will notify you when we initiate a request for a new rate from a supplier and will enroll you in such rate plan unless you choose to opt out of enrollment. When the term of a rate plan in which you are enrolled expires, we will again search our database and seek to enroll you in a lower energy rate than the PTC, an energy plan that aligns with your sustainability goals, or for Texas residents, the lowest possible rate available, unless you choose to opt out of enrollment. By registering for an account with automatic enrollment, you authorize Company and/or our representatives to act on your behalf to: (i) solicit energy supply prices and/or energy bill credits from suppliers; (ii) negotiate with such supplier; and (iii) enroll you in a rate with a supplier by executing an agreement with such supplier. You also authorize Company and/or our representatives to act on your behalf to (a) obtain, use and store information about your account with your energy provider (including without limitation your user name, password, account number or other information needed to access the account); and (b) receive all notices or other communications sent to you from the supplier, including without limitation, notices regarding the rate plan, billing issues, outages and other information. You acknowledge and agree that Company may share your energy account information and other applicable information that is provided by you with suppliers, or other relevant parties in connection with the Services. Further, your supplier may share information that it has with the Company in connection with the Services.

If you do not sign-up for automatic enrollment, you will be presented with energy plans available and sign up on your own.

You acknowledge and agree that Company is acting only as a facilitator and does not supply, transmit, or distribute energy and is not affiliated with or endorsed by any supplier. Company is not a party to the agreement between you and your supplier. Company shall have no liability with regard to: (a) energy delivery or other products and/or services provided by the supplier to you, (b) any reports or other communications made by the supplier to you, and/or (c) any payments due to the supplier from you.

4.5 Data Security; Unauthorized Access. You acknowledge and agree that Company utilizes third-party service providers to host and provide the Services and store your User Content (as defined in the User Content section below), and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of data. You are responsible for properly configuring and using the Services and taking appropriate steps to maintain security, protection, and backup of all of your User Content. Company is not responsible for any unauthorized access to, alteration of, or the deletion, destruction, damage, loss, or failure to

store any of, your User Content and data or other information that you submit and/or use in connection with the Services (including as a result of your errors, acts, or omissions).

4.6 Communications from Company. By using the Services, you agree to receive certain communications in connection with the Services. When you access and/or use the Services, you are communicating with us electronically, and you consent to receive communications from us electronically including but not limited to notices related to the Services provided to you via email. You agree that all agreements, notices, disclosures and/or other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting us. If you withdraw your consent to receive such records and notices electronically, we will revoke your access to the Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal.

4.7 Your Responsibilities. Company grants you the rights set forth herein, subject to the following conditions:

- (a) You shall not modify, disassemble, create derivative works, publicly display, reverse engineer and/or otherwise reduce to human-perceivable form all or any part of the Services;
- (b) You agree not to submit and/or transmit any emails, User Content, or other materials through the Services that contain a virus, worm, Trojan horse and/or any other harmful component designed to interrupt, destroy and/or limit the functionality of any computer software and/or hardware and/or telecommunications equipment, and/or that is designed to obtain unauthorized access to any information;
- (c) You may not access all or any part of the Services in order to build a product or service which competes with the Services;
- (d) You shall not copy, store, reproduce, duplicate, transmit or distribute a significant portion of the content on the Services;
- (e) You shall not obtain or attempt to obtain any data through any means from the Services, except if we intend to provide and/or make it available to you, provided that you leave all copyright and other proprietary notices intact;
- (f) You shall not pretend to be someone else, use someone else's identify or misrepresent your affiliation with a person or entity;
- (g) You are responsible for the accuracy and quality of the data and content that you submit;
- (h) You agree to act in accordance with all applicable laws, rules and regulations;
- (i) You represent that you have the necessary permissions to use and authorize the use of User Content as described herein;
- (j) You agree not to intentionally hold Company and/or our employees and/or directors up to public scorn, ridicule or defamation;
- (k) You will not promote and/or provide information about illegal activities and/or physical harm and/or injury to any group, individual, institution and/or property;
- (l) You will use commercially reasonable efforts to prevent unauthorized access to and/or use of the services and content provided on the Services, and to notify Company promptly of any such unauthorized access and/or use;

- (m) You shall not use the Services for any unlawful purpose and/or to violate any federal, state, international law, code of conduct and/or other guidelines which may be applicable to the Services provided; and
- (n) You will not submit User Content that violates, plagiarizes and/or infringes the rights of third parties including, without limitation, copyright rights, trademarks, rights of privacy or publicity and/or any other proprietary right; and/or that is designed to obtain unauthorized access to any information.

4.8 Confidentiality. During your access to and/or use of the Services, you may have access to certain information of Company that is not generally known to others including any and all information relating to Company and its business, such as, its business, legal, and operational practices, financial, technical, design, performance characteristics, commercial, marketing, competitive advantage or other information concerning its business and affairs, partnerships and potential partnerships, business model, fee structures, employees, funding opportunities, metrics, algorithms, techniques, formulas, processes, know-how, systems, ideas, inventions (whether or not patentable or copyrighted), feedback, procedures and techniques that have been or may hereafter be provided or shown to you, regardless of the form of the communication (collectively, "Confidential Information"). You will use best efforts to protect and prevent any access to Confidential Information.

5. GEOGRAPHIC RESTRICTIONS

Company is located in the United States. Access to the Services may not be legal by certain persons, and the Services are usable only in those jurisdictions with deregulated energy markets. You acknowledge that you are responsible for compliance with all applicable federal, state and local laws, rules and regulations.

6. FEES

Company's Services are provided to you without charge. Company may receive compensation from the energy supplier that you enroll with.

7. ERRORS, INACCURACIES, OMISSIONS AND PERFORMANCE

Occasionally there may be information on the Services that contain typographical errors, inaccuracies, and/or omissions. We reserve the right to: (i) correct any errors, inaccuracies, and/or omissions; and/or (ii) make changes to content, descriptions, Services and/or other information without obligation to issue any notice of such changes, except as prohibited by law.

8. PROPRIETARY RIGHTS AND LICENSES

8.1 Ownership. Excluding your User Content and third-party content linked to or posted on the Services, the Services and their entire contents including but not limited to the Company name, logos, graphics and other information and material we provide through the Services are the property of and owned by Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary right laws. Any redistribution or reproduction of part or all of the contents of the Services, including but not limited to the tools, text, graphics, images, photographs, videos, illustrations, trademarks, trade names, service marks, trade dress, logos, and slogans is prohibited. As between the parties, Company and/or its licensors are the owner of and retain all right, title and interest in: (i) all content and information provided by Company; and (ii) any data or metadata

created, aggregated, or generated by access to and/or use of the Services, including but not limited to data or insights collected from the Services and/or in connection with your use of the Services. Subject to the limited rights expressly granted hereunder, Company grants you a limited, personal, nontransferable, nonexclusive, revocable right to access and/or use the Services pursuant to these Terms and to any additional terms and policies set forth by Company. Neither these Terms nor your use of the Services convey and/or grant to you any rights: (a) in or related to the Services except for as expressly set forth herein; and (b) to use or reference in any manner Company's names, logos, product and service names, trademarks or services marks or those of Company's licensors.

8.2 Reservation of Rights. The materials, headers, videos, illustrations, photographs, graphics and/or any other content on the Services, as well as the organization and layout of the Services, are copyrighted and are protected by United States and international copyright laws and treaty provisions. Subject to the limited rights expressly granted hereunder, Company and/or its third-party providers reserve all right, title and interest in and to the Services and content, including all related worldwide intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

8.3 User Content. All information, content, comments, and/or any other material submitted or transmitted by you in connection with your account and/or through the Services (including without limitation all information provided by you to establish your account and/or information about your account with your energy provider) shall be considered "User Content". You assume all risks associated with User Content, including anyone's (including without limitation any energy supplier) reliance on its quality, accuracy, and/or reliability. You also represent that you own, and/or have the necessary permissions to use and authorize use of User Content as described in these Terms. You hereby grant Company and its representatives a non-exclusive, royalty-free license to use the User Content in connection with the Services.

8.4 Feedback. If you provide us (in a direct mail, email and/or otherwise) with any feedback, suggestions, improvements, enhancement requests, corrections, ratings and reviews, recommendations, feature requests and/or other feedback provided by you or others relating to the Services ("Feedback"), then you will own this material; however, you grant to Company a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate any such Feedback and material. Company has no obligation to review any Feedback and may use and/or redistribute Feedback for any purpose without restriction in its sole and absolute discretion.

9. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Services, you warrant to Company that you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, and/or impair the Services and/or interfere with any other party's use and/or enjoyment of the Services. You may not obtain and/or attempt to obtain any materials and/or information through any means not intentionally made available and/or provided for through the Services.

10. TERM; TERMINATION

These Terms will remain in full force and effect until either party requests to terminate the relationship. The rights granted by Company to use the Services are predicated upon your acknowledgment of and compliance with these Terms; and (b) agreement to not share the access granted with any other person or entity, except for authorized users within your account. You will have the ability to terminate your access to and/or use of the Services at any time, for any reason.

In the event you request that your account be deleted and/or fully terminated or in the event we terminate your account, you agree to immediately discontinue use of the Services. If you violate, or if we have grounds to suspect that you violated, these Terms and/or other use parameters included on the Services, we reserve the right to suspend and/or terminate your account, and/or refuse your use of the Services (or any portion thereof) at any time. Company also reserves the right, in its sole discretion, to terminate your access to the Services or any portion thereof at any time, without cause and/or without notice and without liability. In the event you misuse the Services by any means actionable under a federal, state, and/or local statute, code, regulation, law, and/or civil action, Company will terminate your access and/or use of the Services immediately. In such a case, Company retains the right to seek civil and/or criminal redress, the entire cost of which shall be borne solely by the you.

11. RELEASE

In addition to the recognition that Company is not a party to any agreement between you and any supplier, you hereby release Company, our affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, employees, service providers and other representatives, from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with any supplier, whether it be at law or in equity, and whether or not that dispute existed before or after you enter into these Terms.

TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

This release will not apply to a claim that Company failed to meet our obligations under these Terms.

12. INDEMNIFICATION AND WAIVER

You shall indemnify, defend and hold harmless Company, Company, our affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, employees, service providers and other representatives from and against any and all claims, demands, proceedings, losses, costs, damages, awards, fees, expenses, and/or liabilities of any nature ("Claim") arising out of and/or in the relation to (i) your violation of any federal, state or local law, rule or regulation, (ii) any breach of these Terms by you and/or any of your users and/or representatives, (iii) your use of Company's Services, (iv) any allegation that the use of User Content constitutes an infringement, violation, trespass, contravention and/or breach of any third party, and/or constitutes the unauthorized use and/or misappropriation of any trade secret of any third party, and/or (v) fraud you commit and/or your intentional misconduct and/or negligence. You shall give prompt notice to Company upon your receipt of notice of any Claim against you which might give rise to a Claim against Company.

13. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

THE SERVICES, AND ANY CONTENT, ARE PROVIDED BY COMPANY TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS AND/OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY AND/OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, ACCURACY, AND FROM COURSE OF DEALING, USAGE AND/OR TRADE PRACTICE, ALL OF WHICH COMPANY EXPRESSLY DISCLAIMS. WITHOUT LIMITING THE FOREGOING, COMPANY AND/OR ITS LICENSORS MAKE NO WARRANTY THAT (A) THE SERVICES, CONTENT, AND/OR MATERIALS WILL MEET YOUR REQUIREMENTS AND/OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, CONTENT AND/OR MATERIALS WILL BE EFFECTIVE, ACCURATE AND/OR RELIABLE; AND/OR (C) COMPANY WILL NOT BE LIABLE AND/OR OTHERWISE RESPONSIBLE FOR ANY FAILURE AND/OR DELAY IN UPDATING THE SERVICES AND/OR ANY CONTENT. NO ADVICE AND/OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY AND/OR THROUGH AND/OR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME TOTAL RESPONSIBILITY AND THE ENTIRE RISK FOR YOUR USE OF THE SERVICES.

14. LIMITATION OF LIABILITY

YOUR USE OF THE SERVICES AND CONTENT IS AT YOUR OWN RISK. IN NO EVENT SHALL COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, LICENSORS, AND/OR SUPPLIERS BE LIABLE TO YOU AND/OR ANYONE ELSE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES, THOSE RESULTING FROM LOSS OF USE, DATA AND/OR PROFITS, WHETHER OR NOT FORESEEABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, AND/OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. THE FOREGOING SHALL APPLY DESPITE ANY NEGLIGENCE, MISCONDUCT, ERRORS AND/OR OMISSIONS BY COMPANY, ITS EMPLOYEES, REPRESENTATIVES AND/OR AGENTS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION AND/OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, COMPANY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IN THE EVENT YOU ARE DISSATISFIED WITH THE SERVICES, RELATED SERVICES OR ANY OTHER GRIEVANCE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE THE RIGHT TO DISCONTINUE ACCESS TO, AND/OR USE OF THE SERVICES. COMPANY'S MAXIMUM AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF ITS PARTNERS AND LICENSORS, TO YOU IN ANY CIRCUMSTANCE ARISING OUT OF AND/OR RELATING TO THE SERVICES IS LIMITED TO ONE HUNDRED DOLLARS (US\$100.00).

15. LINKED SITES

The Services may provide links to various other independent third-party websites ("Linked Sites") that may be of interest to you and are provided for your convenience only. Company does not control and/or endorse such Linked Sites and is not responsible for their content nor is it responsible for the accuracy and/or reliability of any information, data, opinions, advice or statements contained within such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites at your own risk. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of

each Linked Site that you visit. Company reserves the right to terminate any link and/or linking program at any time. Company disclaims all warranties, express and implied, as to the accuracy, validity, and legality and/or otherwise of any materials or information contained on such Linked Sites.

16. THIRD PARTY SERVICES

There may be third-party products, services, software, and/or social networks (collectively “Third Party Products”) integrated into the Services. Please be aware that Company is not affiliated with any Third Party Products or the companies or providers that own or control such Third Party Products. You agree to release Company from any liability related to your use of any Third Party Products or any costs or charges related to such Third Party Products. In order to use any Third Party Products, you may be required to agree to that company’s terms and conditions and/or privacy policy. You agree to comply with the foregoing when using the Services. Where you decide to use such Third Party Products, Company is not a party to any contracts created between you and the provider of such Third Party Product. Company is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with any Third Party Products.

17. NO PROFESSIONAL ADVICE

The Services are not a substitute for professional advice. YOU SHOULD EVALUATE ALL INFORMATION, OPINIONS AND ADVICE AVAILABLE ON THE SERVICES IN CONSULTATION WITH YOUR OWN ADVISORS, AS APPROPRIATE.

18. FORCE MAJEURE

Notwithstanding any other provision of these Terms, Company is not liable for any failure to perform, or delay in performing, any particular obligations under these Terms where the failure or delay arises from any cause or causes beyond its reasonable control, including without limitation fire, flood, earthquake, elements of nature, epidemics, communication line failures, power failures, acts of God, acts of war, terrorism, riots, civil disorders or rebellions (“Force Majeure Event”). In the event of a Force Majeure Event, the parties agree to meet and discuss how to resolve the issue.

19. INDEPENDENT CONTRACTOR

Company is an independent contractor and will determine the method, details and means of performing the Services. Nothing in these Terms shall be deemed or construed to create a joint venture relationship between the parties for any purpose.

20. DMCA COPYRIGHT POLICY AND COPYRIGHT AGENT

Company respects the intellectual property rights of others and expects you to do the same. We reserve the right to: (a) terminate your account or any other user that infringes third-party copyrights, (b) block access to and/or remove material that we believe in good faith to be copyrighted material that has been illegally distributed by you and/or other third parties, and/or (c) remove and discontinue service to repeat offenders. We will respond to clear notices of copyright infringement when you provide the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

- (ii) Identification of the copyrighted work claimed to have been infringed;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled;
- (iv) Information sufficient to permit Company to contact you, such as your physical address, telephone number, and, if available, an electronic mail address;
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Contact information for Company's DMCA Agent for notice of claims of copyright infringement is: Power Kiosk, Attn: Copyright Agent, 351 W. Hubbard, Suite 502, Chicago, Illinois 60654

The Copyright Agent will not remove content from the Services in response to phone or email notifications regarding allegedly infringing content, since a valid DMCA notice must be signed, under penalty of perjury, by the copyright owner or by a person authorized to act on his or her behalf. Please submit such notifications by fax or ordinary mail only and as further described by this Section. The Copyright Agent should be contacted only if you believe that your work has been used or copied in a way that constitutes copyright infringement and that such infringement is occurring on the Services linked to and/or from the Services. All other inquiries directed to the Copyright Agent will not be responded to.

21. DISPUTE RESOLUTION

21.1 Disputes. We want to address your concerns without needing a formal legal case. Before filing a claim against Company, you agree to try to resolve the dispute informally by contacting us at support@powerkiosk.com within fifteen (15) days of the incident that is being reported. We will try to resolve the dispute by contacting you via email, but if we cannot resolve the dispute within thirty (30) days of submission, you and/or Company agree to resolve any claims related to these Terms through final and binding arbitration, except as set forth under 'Exceptions to Agreement to Arbitrate' section below and/or your ability to opt out as described below.

21.2 Opt-Out. You can opt-out and decline this agreement to arbitrate by contacting Company within thirty (30) days from the date that you first became subject to this arbitration provision (i.e.: the date you initially accepted these Terms). You must write us at Power Kiosk, Attn: Opt-Out Arbitration, 351 W. Hubbard, Suite 502, Chicago, Illinois 60654. If you opt out, neither you nor Company can require the other to participate in an arbitration proceeding.

21.3 Arbitration Procedures. Except as regarding any action seeking equitable relief, including without limitation for the purpose of protecting any Company Confidential Information and/or intellectual property rights, or except in the event the claim meets the requirements set forth in the 'Exceptions to Agreement to Arbitrate' section below and/or if you opt-out of arbitration as described above, any and all controversies and/or claims arising out of or relating to these Terms and/or the Services shall be settled by binding arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of the American Arbitration Association. Any such controversy and/or claim shall be arbitrated on an individual basis, and shall

not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be held in Chicago, Illinois, or any other location we agree to. All information relating to and/or disclosed by any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives, and the arbitrator as proprietary business information. Such information shall not be disclosed by any party or their respective representatives without the prior written authorization of the party furnishing such information. Such information shall not be disclosed by the arbitrator without the prior written authorization of all parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings. Judgment upon the award returned by the arbitrator may be entered in any court having jurisdiction over the parties or their assets or application of enforcement, as the case may be. Any award by the arbitrator shall be the sole and exclusive remedy of the parties. The parties hereby waive all rights to judicial review of the arbitrator's decision and any award contained therein.

21.4 Exceptions to Agreement to Arbitrate. Notwithstanding anything herein to the contrary, either you and/or Company may assert claims, if it qualifies, in small claims court in Chicago, Illinois, and Company may bring a lawsuit solely for injunctive relief to stop unauthorized use and/or abuse of the Services, breach of Company's Confidential Information and/or intellectual property infringement (for example, trademark, trade secret, copyright and/or patent rights) without first engaging in arbitration and/or the information dispute-resolution process described herein.

21.5 Judicial Forum for Disputes. In the event that the agreement to arbitrate is found not to apply to you and/or your claim, you and Company agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Chicago, Illinois. Both you and Company consent to the foregoing venue and jurisdiction.

22. MISCELLANEOUS

If any provision(s) and/or term(s) of these Terms shall become and/or be declared illegal, invalid and/or unenforceable for any reason whatsoever, such term(s) and/or provision(s) shall be divisible from the other terms and conditions and shall be deemed to be deleted from it. These Terms shall be governed in all respects by the laws of the State of Illinois, without reference to its choice of law rules. If an applicable law is in conflict with any part of these Terms, these Terms will be deemed modified to conform to the law and the other provisions will not be affected by any such modification. No waiver by either you and/or Company of any breach and/or default and/or failure to exercise any right allowed under these Terms is a waiver of any preceding and/or subsequent breach and/or default and/or waiver and/or forfeiture of any similar and/or future rights under these Terms. You may not assign or transfer any of your rights or obligations under these Terms without our prior consent; any attempted assignment or transfer without complying with the foregoing will be void.

23. STATE SPECIFIC RULES

For New York Customers

If you have a dispute with the Supplier, you can reach out to the New York State Public Service Commission by calling their hotline at 1-888-697-7728 or by writing to the Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, New York, 12223. Additional information is available on their website at <http://www3.dps.ny.gov/W/PSCWeb.nsf>.

Your Rights as an Energy Services Company (ESCO) Consumer

As a customer in New York, you have the option to purchase energy from an Energy Services

Company (ESCO) or a traditional utility provider. If you choose an ESCO, you are entitled to several consumer protections, including:

- A clear explanation of the services provided by the ESCO.
- Continued energy delivery and access to 24-hour emergency services from your utility company.
- Transparent processes for switching suppliers, including clear enrollment details.
- Full disclosure of terms and conditions in straightforward language, including pricing, any variable charges or fees, contract length, renewal terms, and cancellation procedures. Early termination fees, if applicable, are limited by law. An ESCO must also clarify if they guarantee cost savings.
- The right to cancel an ESCO agreement within three days of receiving it if you are a residential customer.
- An explanation of how pre-payment agreements work, if applicable.
- At least 30 days' notice before the contract renewal date, outlining renewal terms and available options.
- Access to a fair and prompt complaint resolution process.
- Provision of any contracts, marketing materials, or the ESCO Consumers Bill of Rights in the language used during your enrollment.

Residential customers are also protected under the Home Energy Fair Practices Act (HEFPA), which ensures fairness in service applications, billing, and complaint handling. More information about HEFPA can be found at www.dps.ny.gov/resright.html.

ESCOs that fail to uphold these consumer rights may lose their authorization to operate in New York. You can report complaints to the Department of Public Service by calling 1-800-342-3377 (Monday to Friday, 8:30 AM - 4:00 PM), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

For additional information about your energy choices, visit www.AskPSC.com.

For Ohio Customers

As an Ohio customer, you are entitled to request, at no cost, up to 24 months of payment history from your Supplier twice within a 12-month period.

Power Kiosk offers electric brokerage services only. For detailed information about our services and the responsibilities handled by your Utility or Supplier, please review our Terms.

If you have concerns regarding Power Kiosk's services, please email us at support@powerkiosk.com. For complaints related to your Supplier contract, service, or your Utility, reach out directly to your Supplier or Utility. If these issues remain unresolved, you can contact the Public Utilities Commission of Ohio (PUCO) for assistance. PUCO is available Monday through Friday, 8:00 AM to 5:00 PM, at 1-800-686-7826 (toll-free) or online at <http://www.puco.ohio.gov>. Hearing- or speech-impaired individuals can reach PUCO through the Ohio Relay Service by dialing 7-1-1.

The Ohio Consumers' Counsel (OCC), which advocates for residential utility customers, can also provide assistance. They can be reached at 1-877-742-5622 (toll-free) from 8:00 AM to 5:00 PM on weekdays or online at <http://www.pickocc.org>.

This Agreement will continue until canceled by either you or Power Kiosk. It's important to note that Power Kiosk serves as your energy broker only. Your Supplier or Utility remains responsible for billing and providing their respective services.

Power Kiosk does not collect Social Security numbers. Your account information is not shared without your consent, except in specific cases such as collections, credit reporting, participation in programs funded by the Universal Service Fund (under Section 4928.52 of the Revised Code), or transferring a customer contract to another provider. By agreeing to these terms, you confirm the following: "I acknowledge that under the regulations of the Public Utilities Commission of Ohio, I may decline to allow Power Kiosk to share my name, account number, or service address with the Supplier. By providing my electronic signature, I authorize my Utility to release this information to Power Kiosk."

If you do not agree to these terms, Power Kiosk will be unable to provide its automatic enrollment services.

If you return to service with your local Utility, the rates, terms, and conditions offered may differ from those available to other customers. Nonpayment of charges from your Utility may lead to disconnection, as outlined in the Utility's tariff.

For Maryland Customers:

You authorize Power Kiosk and the Supplier to access the following details from your Utility account as needed to facilitate your enrollment: your account name, billing address, service address, utility account number, and any other identifiers necessary for enrollment. This also includes your billing cycle, voltage level, utility rate classification or code, load profile, meter number and type, multiple meter indicator, peak load contribution data, metered and billed demand figures, as well as historical monthly demand and energy usage for the past 12 months. Additionally, it may include monthly time-of-use data and interval meter data for the same period.

If Power Kiosk provides you with a Supplier Rate, please note that the quoted price pertains only to the Supplier's commodity services and does not include taxes, Utility distribution charges, or any other fees or charges imposed by the Utility.

Contact us: If you would like to request additional information regarding these Terms or have an inquiry regarding a commercial relationship with Company, please contact us at: support@powerkiosk.com.