

**EnerGenie, LLC**  
**Refer-A-Friend Program**  
**Terms & Conditions**

Please read the following EnerGenie, LLC (“EnerGenie”) Refer-a-Friend Program Terms & Conditions (“Program Terms”) before participating in the EnerGenie Refer-a-Friend Program (“Program”). Your participation in the Program constitutes your acceptance of all Program Terms.

Your participation in and use of the Program is subject to the Program Terms and the EnerGenie Terms of Service & Privacy Policy. If you have any questions about these Program Terms or the Terms of Service & Privacy Policy, or any other policies or terms applicable to your participation in the Program, please email us at [info@myenergenie.com](mailto:info@myenergenie.com)

**Program Summary**

Existing residential electricity customers of EnerGenie whose electricity accounts are in good standing are eligible to participate in the Program. To be considered in good standing, you must have an active residential electricity account with EnerGenie, and make consecutive in-full and on-time bill payments.

EnerGenie will reward you with points which you may redeem through your choice of: (a) account credits, or (b) prepaid gift cards, for qualified referrals that you provide to EnerGenie who become active EnerGenie residential electricity customers, as specified below. Commercial electricity customers are not eligible for this Program at this time.

EnerGenie reserves the right to terminate your participation in the Program, or cancel the Program, at any time and for any reason or no reason, to the extent permitted by law, upon written notice to you. Any written notices required or permitted to be given by EnerGenie hereunder may be delivered by e-mail. By participating in the Program, you consent to delivery of all Program-related notices and information by e-mail to the e-mail address on file for your EnerGenie account, and acknowledge that you have the necessary equipment (hardware and software) to receive and read such e-mails.

**Qualified Referrals and Rewards**

For purposes of the Program, a qualified referral must be a new EnerGenie customer. “New customer” is defined as someone that is neither: (a) a current or pending residential electricity customer of EnerGenie, or (b) a person who was a residential electricity customer of EnerGenie within six (6) months prior to the date of enrollment with EnerGenie. In addition, a qualified referral must satisfy all EnerGenie enrollment requirements including:

- (a) Enroll with EnerGenie and provide a valid Referral ID in the Referral ID field within the online enrollment, or advising the Call Center agent of the Referral ID when enrolling over the phone;

- (b) Have “cookies” enabled on the computer from which online enrollment is done; and,
- (c) Eligible participants and qualified referrals who are residents of Texas in a deregulated area must remain an EnerGenie customer in good standing for at least ninety (90) consecutive days and pay their bills during this time period in-full and on-time to EnerGenie.

The Program excludes Employee plans and Friends and Family plans. Eligible participants and qualified referrals that are residents of Texas in a deregulated area will be able to redeem their points in the Program to receive their reward in the form of an EnerGenie account credit or prepaid gift card. The reward amount of such account credit or prepaid gift card will be determined based upon EnerGenie's current offer at the time of the qualified referral's enrollment with EnerGenie. The amount EnerGenie is offering may be changed by EnerGenie at any time prior to enrollment of a qualified referral without notice to you or your referrals.

By participating in the Program, you agree that EnerGenie shall make the final determination as to whether a person meets all requirements to be considered a qualified referral. Account credits shall not be applied to amounts owed on applicable taxes and/or fees portions of the bill if such taxes and/or fees apply. Participants in the Program are limited to \$599 in prepaid gift card referral rewards and other incentives from EnerGenie, per calendar year, before being subject to submission of a completed W-9 form. Once you earn approximately \$550 in a calendar year, EnerGenie will require you to complete and return a W-9 form before allowing you to continue your participation in the Program. Participants are solely responsible for any and all tax liability arising out of any rewards issued. If you are issued more than \$599 in prepaid gift cards through the Program in a calendar year, EnerGenie will issue a 1099-MISC form reporting the value of the rewards and incentives received and you will receive a copy.

You agree that in the event an account credit results in a negative balance, there shall be no refund or payment, but instead the negative balance will be applied to subsequent account fees.

You agree that in the event of your cancellation of membership, any accrued points in the Program at the time of cancellation shall be forfeited and shall not be subject to redemption, whether in the form of an account credit or a prepaid gift card.

### **Program Use**

EnerGenie will provide you with access to the Portal, which you may use to track your referrals and rewards with respect thereto; provided that your use of the Portal is strictly subject to the Portal Terms. EnerGenie will update the Portal with your account information periodically, and whether a particular referral is a qualified referral (indicating that points will be issued). EnerGenie is not obligated to, and will not, release to you the reasons why a particular referral has not been deemed a qualified referral.

### **CAN-SPAM Act Compliance**

EnerGenie complies with the Federal CAN-SPAM Act and honors requests of consumers and customers who choose to opt out of receiving EnerGenie marketing e-mails. Accordingly, if you

designate a referral e-mail address that has previously opted out of receiving EnerGenie marketing e-mails, you may be advised that the e-mail address is not eligible to be sent an EnerGenie Refer-a-Friend e-mail.

### **Confidentiality**

Notwithstanding anything to the contrary contained herein, you agree that you will comply with the customer confidentiality provisions set forth in Rule 25.472 of the Public Utility Commission of Texas.

### **Independent Contractor Relationship**

Your participation in the Program does not authorize you to act on behalf of EnerGenie, or any of its parents, subsidiaries, or affiliates. Nothing herein is intended or will be construed to constitute or imply a joint venture, employer-employee relationship, partnership or association between you and EnerGenie, its parents, subsidiaries, or affiliates. By participating in the Program, you acknowledge that you do so at your own risk and as an independent contractor and that EnerGenie is not directing how you perform your obligations hereunder.

If you make any endorsement of EnerGenie, you must clearly and conspicuously disclose the fact that you may receive a financial incentive for each successful referral. This is required under the FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising (available at [www.ftc.gov](http://www.ftc.gov)) and you can be held personally liable for failing to disclose that you may receive an incentive when making an endorsement, or if you make any false statements about EnerGenie or its services. The personal links generated by the Program are not transferrable and are intended only for your personal use; you may not allow others to distribute such links on your behalf. You should only refer people whom you know personally. Failure to abide by these requirements may result in immediate termination of your participation in the Program and forfeiture of any of the Program rewards you may have received.

### **Trademarks and Intellectual Property**

Other than with respect to materials provided in connection with your participation in the Program, your status as a participant in the Program does not entitle you to use any trademarks, copyrighted materials, patents, names, logos, or other intellectual property owned or licensed by EnerGenie, its parents, subsidiaries, or affiliates.

### **Indemnification**

By participating in the Program, you agree to and will indemnify and hold EnerGenie, its parents, subsidiaries, and affiliates, harmless from and against any and all damages, costs, expenses, claims or liabilities of any kind, including third party claims, whether pending or threatened, including without limitation, attorneys' fees and court costs, incurred by any of them arising out of or related to your participation in the Program or breach of these Program Terms.

## **Warranty Disclaimers; Limitation of Liability**

YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. THE PROGRAM IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. NEITHER ENERGENIE, ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, THROUGH THESE PROGRAM TERMS, MAKES ANY WARRANTY REGARDING THE PROGRAM, AND EACH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ENERGENIE, ITS PARENT OR ANY OF THEIR RESPECTIVE AFFILIATES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA AS A RESULT OF CLAIMS, WHETHER BROUGHT IN CONTRACT OR TORT, ARISING OUT OF OR CONNECTED WITH THESE PROGRAM TERMS OR THE PROGRAM, EVEN IF ENERGENIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **Amendments**

These Program Terms may be altered, changed, modified or assigned by EnerGenie at any time by providing notice to you. Your participation in the Program at any time after EnerGenie provides you such notice of changes will constitute your agreement to such changes.

## **Other Terms and Conditions**

These Program Terms are in addition to, and do not in any way limit or alter, EnerGenie's Terms of Service & Privacy Policy or other terms and conditions or agreements pursuant to which EnerGenie allows you to participate in the Program and/or use the EnerGenie service.

Prepaid gift cards are subject to the terms and conditions set by the card issuer and may expire according to an expiration date located on the card; unused funds will be forfeited after the expiration date. Prepaid gift cards will be sent after 60 days of receiving electricity supply from EnerGenie. Cancelling service early will disqualify you from receiving the prepaid gift cards. Please allow 4 to 6 weeks for delivery following the 60-day period. Cards do not offer cash access or recurring payments, and can be used anywhere said cards are accepted. Card terms and conditions apply. EnerGenie is not affiliated with any bank, merchandiser, or card issuer, and neither is any bank, merchandiser, or card issuer a sponsor, endorser, or participant of this Program.

## **Acceptance and Jurisdiction**

By participating in the Program, you agree that you have read, understand and will abide, and be bound, by these Program Terms. These Program Terms shall be governed in all respects in accordance with the laws of the State of Texas without regard to the conflict or choice of law rules thereof. The federal and state courts located in Harris County, Houston, Texas shall have exclusive jurisdiction over any dispute arising hereunder, and by participating in the Program you consent to same.

## **General**

You may not assign the right to participate in the Program to any other party. EnerGenie may assign these Program Terms or assign or delegate any of its rights or responsibilities hereunder to independent contractors or other third parties. EnerGenie shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and executed by an authorized representative of EnerGenie. No delay or omission by EnerGenie in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

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