



Terms of Service Agreement

September 17, 2020

Welcome to Griddy!

Thank you for choosing Griddy Energy LLC (“Griddy”, Company” or “we” or “us”) as your Retail Electric Provider (“REP”). Your membership with us consists of several agreements: (1) this Terms of Service Agreement (“TOSA”), (2) Electricity Facts Label (“EFL”), (3) Prepaid Disclosure Statement (“PDS”), (4) Your Rights as a Customer document (“YRAC”), (5) End User License Agreement (“EULA”), (6) Privacy Policy (“Privacy Policy”), (7) Arbitration Policy, (8) Communications Policy, (9) Other Legal Terms and Limitations Agreement, and (10) any written notices we provide you (collectively these agreements and policies make up your membership agreement with Griddy, the “Membership Agreement” or “Agreement”). You agree we have the right to make changes and amendments to the Agreement and the changes will take effect immediately. This Membership Agreement is available for your review at our website and on your app.

By using our website or clicking to accept the Agreement, you have agreed to be bound by the terms of the Agreement. You authorize us to obtain information we find necessary or helpful to provide you electric service, which may include, but is not limited to, your address, telephone number, account numbers, 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 represent to us that you are either the account holder or that you are authorized by the account holder to sign up and accept this Agreement with Griddy on your or the account holder’s behalf.

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 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

We want to resolve issues with you, however, if we can't or the PUCT can't, you agree that we will arbitrate the matter. Please reference our *Arbitration Policy* document.

As detailed in our *Arbitration Policy*, you are agreeing to **dispute resolution and binding arbitration. These terms affect your rights, including a waiver of class actions and jury trials. Please review these terms carefully as you are acknowledging and accepting them. You may also opt out of arbitration as detailed in our policy.**

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”). ERCOT’s wholesale price changes every 5 minutes (“LMP”) and settles every 15 minutes (“RTSPP”). The RTSPP is generally the average of the three (3) LMPs plus any “scarcity” adders known as ORCDs. This is how ERCOT bills the market for wholesale electricity. Because we pass the wholesale costs through to you, we bill you using the RTSPP for each 15-minute interval.

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 LMP price of electricity in real-time in the Griddy app at any time. The price ranges from below 0.0¢/kWh - \$9/kWh, which is the market cap. Here is a breakdown of prices:

- 96.1% of the time, prices are lower than 6¢/kWh

- 3.3% of the time, prices are between 6¢/kWh – 30¢/kWh
- 0.5% of the time, prices are between 30¢/kWh - \$1/kWh
- 0.1% of the time, prices are above \$1/kWh

Please note: The LMP price, in general, changes every 5 minutes, but can be updated within each 5-minute interval.

You can view the RTSPP price on the usage graph and Statement Screen once we get your smart meter data.

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

What are Ancillary Services?

Ancillary Services are passed through charges from ERCOT to all market participants, including every REP, to support and maintain grid reliability, reconciliations, and costs to minimize ERCOT collateral requirements.

These charges are calculated on a simple per-kWh pro-rata basis for daily usage and show up on the Statement Screen under the Wholesale Electricity tab.

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 2.5% + 25¢ 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 other non-recurring 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 do you determine my usage?

We get your usage data from both Smart Meter Texas and ERCOT. Your usage may be estimated up to 5 days after the operating date. On the 5th business day, we finalize your usage for billing purposes. Any difference between the estimated usage and actual usage is credited or debited back to your account. This data is reflected on the Usage Screen and show up as the Electricity Usage line item on the Statement screen.

How will my credit card 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 my credit card be charged?

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

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.

If your primary card fails, we will immediately run any secondary cards on file to avoid any interruptions to your account.

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?

Just contact us and you can terminate your Agreement at any time, without penalty.

Can Griddy terminate my Agreement?

Yes, we may terminate your Agreement in our sole and absolute discretion. We will also 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. You will be responsible for 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. 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. See our *Communications Policy* for details.

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 the card(s) on file that had the last successful transaction(s). You will receive any refund due within ten (10) business days after Griddy receives final usage data from your Local Utility.

After you drop, you may get recharged if your Account Balance hits \$25 after we get 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?

To use Griddy's services, you are required to provide and maintain 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.

By using Griddy's website, services or products or contacting us, you agree to our *Communications Policy*. You consent to receive autodialed and/or pre-recorded telemarketing calls from or on behalf of Griddy and its affiliates or agents at the telephone number provided to Griddy, including your wireless number; however, this telemarketing consent is not a condition of purchase and can be revoked.

You are responsible for updating your contact information with us. Please review our detailed *Communications Policy*.

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

Griddy's 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 missing important account notices and the disconnection of your electric service.

YOUR 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 this Agreement.

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.

OTHER LEGAL TERMS AND LIMITATIONS

In order to provide you cost efficient service, we require certain customary legal terms and legal limitations that govern your interactions with us as well as limits to the services we provided to you. Please see additional details on our *Other Legal Terms and Limitations Agreement*.