

# Energy Rewards

## NEW HAMPSHIRE TERMS & CONDITIONS

You authorize Everyday Energy, LLC d/b/a Energy Rewards (“Everyday Energy”), a member of the Crius Energy family of brands, to change your electricity supplier, as the case may be, to Everyday Energy and to supply your home or small business with all the electricity you need, subject to the eligibility requirements of your local electric utility (“Utility”). Your Enrollment Documentation, which includes your Welcome Letter, and these Terms and Conditions create your agreement with Everyday Energy (“Agreement”). Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement as well as in the “Definitions” section herein.

1. **ELECTRICITY**. Upon successful completion and receipt of all customer enrollment requirements, Everyday Energy will supply electricity for your home or small business. Everyday Energy is a retail marketer of electricity and is not your Utility. Your Utility will continue to deliver electricity to your home or small business, read your meter, send your bill and restore power and charge you for its services related to delivering your electricity. Your Utility will also respond to emergencies and provide other traditional utility services. You understand that you are not required to switch your electricity to Everyday Energy. This Agreement is subject to the eligibility requirements of your Utility and Everyday Energy may choose not to accept this Agreement for any reason. If you are enrolled in any Utility program or bill assistance program, enrolling with Everyday Energy may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Everyday Energy.

2. **TERM**. Everyday Energy will begin supplying your electricity when the Utility switches your account to Everyday Energy. Your Agreement will continue for the Term specified in the Enrollment Documentation, and if applicable for the Renewal Term. Your Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. If your Utility bills bimonthly, Everyday Energy will treat this as two monthly billing cycles. Typically it takes one to two billing cycles for your Service to be switched from your Utility to Everyday Energy, but there may be a delay before the Utility switches electricity and you understand that Everyday Energy is not responsible for any such delays. You may receive written notification from your Utility confirming your switch to Everyday Energy. Everyday Energy may terminate this Agreement by providing you notice as required by regulation or law.

3. **PRICE**. Everyday Energy does not charge any fee for you to switch from your utility to Everyday Energy. Please note that some products have specific fees related to the product or plan you choose which are detailed in your product Enrollment Documentation; these fees are not switching fees. Each month you will pay for the electricity you consume. For electricity, your bill will be calculated by multiplying your Rate by the amount of electricity measured in kilowatt-hours during the billing cycle, plus any applicable Fees. Your Rate does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. If your price is based on an estimated usage for such electricity, Everyday Energy has the right to bill you on actual usage when such information is made available and you have the obligation to pay Everyday Energy for such actual usage amounts.

#### 4. **RATE PLAN OPTIONS**.

a. **Fixed Rate**. If you selected a fixed rate, the Rate for your Service is the Rate indicated in your Enrollment Documentation and guaranteed not to change for the Term (“Fixed Rate”).

b. **Variable Rate**. If you selected a variable rate, the Rate for your Service for your first billing period is the Rate indicated in your Enrollment Documentation (“Variable Rate”). Variable Rates are set at Everyday Energy’s discretion and may vary based on numerous factors, including, but not limited to, Everyday Energy’s assessment of applicable market conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle’s pricing and balancing costs, projected average customer bill amounts and Utility pricing or “price to compare” and applicable pricing reset dates and may include the following additional costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable Renewable Portfolio Standards, and a profit margin determined in Everyday Energy’s discretion that may vary from month to month. Your Variable Rate will not include any fees, taxes or charges directly assessed by the Utility.

c. **Understanding and Selecting Rates**. You understand that unless you have been offered a Rate in writing confirmed by Everyday Energy that expressly provides otherwise, there are no guaranteed savings and your Rate may be higher or lower than the Utility’s rate in any given month.

5. **RESCISSION; TERMINATION**. You may rescind or terminate this Agreement as provided below.

a. **Right of Rescission**. In compliance with New Hampshire Puc Rules, you may rescind this Agreement, without fees or penalties of any kind, (i) within three (3) business days from the date of personal or electronic delivery of this Agreement, or (ii) within five (5) business days from the date of postmark when this Agreement is delivered via the United States postal service (“Rescission Period”).

b. **Terminating Fixed Rate Plans**. You may terminate a Fixed Rate plan at any time; provided that, if you terminate after the Rescission Period and before the end of the Term or Renewal Term, the applicable Termination Fee listed in your Enrollment Documentation will apply for the Service you terminate. If you are a small business customer and selected a Fixed Rate, unless otherwise stated in your Enrollment Documentation, your early termination fee for each Service is equal to the Remaining Contract Quantity times the greater of (i) Contract Price less Market price at the time of the Termination, or (ii) \$0.02/kWh or Ccf/therm. Remaining Contract Quantity shall mean the total estimated usage for the period remaining in the Fixed Term of this Agreement at the time of termination, based on Buyer’s historical

usage or Everyday Energy's estimated usage calculated in a commercially reasonable manner. The Market Price for the remainder of the Fixed Term will be determined by Everyday Energy in a commercially reasonable manner.

c. Terminating Variable Rate Plans. You may terminate a Variable Rate Plan at any time and no Termination Fee will apply.

d. Termination Notice; Effect of Termination. To terminate or rescind this Agreement, you must notify Everyday Energy as detailed in Section 14 or your Utility. Please provide your name, address, phone number, account number and a statement that you are rescinding or terminating the Agreement. Rescission is effective immediately. Termination will be processed immediately but is effective upon your Utility processing your termination and you are obligated to pay for the electricity provided pursuant to this Agreement until you are returned to your Utility or alternative supplier.

6. **BILLING AND PAYMENT.** The electricity you purchase from Everyday Energy will be included in your Utility monthly bill or in a separate invoice from Everyday Energy. If from the Utility, the Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur a late payment fee in accordance with the Utility's billing and payment policies and procedures. You may be liable for the costs Everyday Energy incurs if Everyday Energy must terminate your electricity for failure to pay, such as collection costs or attorney fees. Everyday Energy shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement which will be owed to Everyday Energy, and Everyday Energy shall additionally have the right to setoff and net against any deposit or security provided by you pursuant to this Agreement any amounts, charges or damages owed by you to Everyday Energy. If you have provided Everyday Energy, its affiliates or agents with a credit card number, you provide authorization to charge any outstanding balance to such credit card. You will be billed and pay Everyday Energy for the electricity based on meter readings and consumption information that Everyday Energy receives from your Utility ("Billing Quantity"). For commercial accounts, Everyday Energy will have the option to adjust the Billing Quantity for line loss retained by your Utility. You are responsible for paying and reimbursing Everyday Energy for all applicable Fees.

7. **CUSTOMER INFORMATION.** All authorizations provided herein will remain in effect for the Term and, if applicable, the Renewal Term of this Agreement; however, authorization may be rescinded by you any time by contacting Everyday Energy.

a. Credit Requirement. You authorize Everyday Energy to review your credit history. You may be required to promptly provide Credit Enhancements to continue Service if there is a deterioration in your credit rating or a Usage Increase.

b. Customer Information; Privacy Policy. You authorize Everyday Energy to obtain your Customer Information from your Utility. This Agreement provides authorization for Everyday Energy to contact you about our other products and services or share information about your account with any designated partner or with any third-party vendor Everyday Energy uses to provide services and rewards to you. Everyday Energy reserves the right to share your Customer Information with Everyday Energy Agents, to the extent permitted

by law. Everyday Energy shall not release confidential Customer Information without written authorization from the Customer along with a statement, not inconsistent with Puc 2004.09, of which Customer Information shall be considered confidential.

8. **RENEWAL NOTICE.** For any Fixed Rate plan you have selected, you will receive notice from Everyday Energy (between thirty and sixty days prior to the end of your Term) that, unless you opt out, you will be automatically enrolled: (i) on the Fixed Rate plan provided in the notice, or (ii) on Everyday Energy's Variable Rate plan available at such time (which allows you to cancel at any time without any Termination Fees). Each new renewal period after your initial Term will be deemed a "Renewal Term". For any Variable Rate plan, you will not receive a renewal notice and such plan will continue until you cancel, or Everyday Energy may cancel by providing you notice as required by regulation or law.

9. **PHONE COMMUNICATION POLICY.** You will be asked by Everyday Energy or its agents or affiliates to provide consent to Everyday Energy's Phone Communication Policy. Our policy is that if you provide your phone number, which may include your wireless number, Everyday Energy and its Agents may text or call you with autodialed or pre-recorded promotional or product information. Your consent and acceptance of this policy is not a condition of purchase and may be revoked at any time. You may add a telephone number to the national do not call registry by calling 888-382-1222 from the phone you wish to register, or go click on "Register a Phone Number" in the left column of the webpage at [www.donotcall.gov](http://www.donotcall.gov).

10. **DISPUTE RESOLUTION AND MANDATORY AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS.** If you have billing questions or would like to make an inquiry about Everyday Energy's terms of service, you may contact Everyday Energy as indicated in Section 14. In the event of a dispute or a disagreement under this Agreement, the parties will use their best efforts to resolve the dispute. If you are not fully satisfied after discussing your dispute with Everyday Energy, or if you have any questions about rights and responsibilities, you may contact the Commission's Consumer Affairs Division at 1-800-852-3793.

Regardless of whether you choose to pursue your dispute with the Commission's Consumer Affairs Division, your right to pursue individual arbitration with Everyday Energy will not be impacted under this Agreement as set forth below.

You and Everyday Energy both agree to resolve Disputes (as defined below) only by arbitration or in small claims court (for qualifying claims), subject to specific exceptions listed herein. The parties expressly agree that they are waiving their right to sue in court and that arbitration is the parties' sole remedy to resolve disputes. There is no judge or jury in arbitration, the procedures may be different, and is subject to very limited review by a court. An arbitrator, however, can award you the same damages and relief, and must honor the same terms in this Agreement, as a court would. If the law allows for an award of attorneys' fees, an arbitrator can award them too. In addition, you and Everyday Energy also both agree that:

(a) "Disputes" are any claims or controversies against each other related in any way to, or arising from Everyday Energy's electricity, this Agreement, or any related agreements, including but not limited

to, billing, services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your electricity with Everyday Energy have terminated. Disputes include any claims that: (i) you bring against Everyday Energy or any of its employees, agents, affiliates, or other representatives; or (ii) that Everyday Energy brings against you. It also includes, but is not limited to, claims related in any way to, or arising from any aspect of the relationship between you and Everyday Energy, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

(b) Except as otherwise provided under Section 10(f) below, the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (the “FAA”) applies exclusively to this agreement to arbitrate, and this agreement to arbitrate is intended to be broadly interpreted. The arbitrator’s decision and award is final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court with jurisdiction.

(c) Prior to initiating arbitration, a party must first send to the other, by certified mail, a written notice of dispute (“Dispute Notice”). The Dispute Notice to Everyday Energy should be addressed to the Notice Address listed in Section 14. The Dispute Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (“Demand”). If Everyday Energy and you do not reach an agreement to resolve the claim within thirty (30) days after the Dispute Notice is received, you or Everyday Energy may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Everyday Energy or you shall not be disclosed to the arbitrator.

(d) Unless the parties agree otherwise, the arbitration will be conducted by a single neutral arbitrator and will take place in the county of the service address.

(e) The arbitration will be conducted by: (i) a neutral third party arbitrator mutually agreed upon by you and Everyday Energy; or (ii) the American Arbitration Association (the “AAA”). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the AAA, as modified by this Agreement, which can be found at [https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTA\\_GE2009997&revision=latestreleased](https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTA_GE2009997&revision=latestreleased). Where the terms of this agreement to arbitrate conflict with the AAA Rules, the terms of this agreement to arbitrate shall override and govern. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address for Everyday Energy, which is listed in Section 14. The arbitrator is bound by the terms of this agreement to arbitrate. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. If your claim is for \$10,000 or less, Everyday Energy agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Upon your request, and you supplying

appropriate documentation, Everyday Energy will reimburse your administrative costs for the arbitration over and above the costs associated with filing a case in court. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. However, nothing in this paragraph will require or allow you or Everyday Energy to arbitrate on a class-wide, representative or consolidated basis. An arbitration award and any judgment confirming it apply exclusively to the specific case. The arbitration award and judgment cannot be used for any other case except to enforce the award itself.

**You and Everyday Energy each agree that arbitration will only be pursued on an individual basis, and will not be pursued on a classwide, representative or consolidated basis. This Agreement does not allow class, representative or collective arbitrations even if the AAA procedures or rules would. If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then this agreement to arbitrate does not apply and the dispute must be brought in court.**

(f) You and Everyday Energy agree that notwithstanding this agreement to arbitrate, either party may bring qualifying claims in a small claims court. In addition, this arbitration provision does not prevent you from bringing your dispute to the attention of federal, state, or local government agencies (including the Commission’s Consumer Affairs Division), and if the law allows, they can seek relief against Everyday Energy on your behalf.

(g) If for any reason a claim proceeds in court rather than through arbitration, you and Everyday Energy agree that there will not be a jury trial. You and Everyday Energy unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Agreement or the electricity provided by Everyday Energy. In the event of litigation, this paragraph may be filed to show a written consent to a trial by the court.

11. **EMERGENCY**. In the event of an emergency such as a power failure, a downed power line, you should call your Utility. If your Utility is Eversource, call 1-800-662-7764; if your Utility is Unitil, call 1-800-582-7276 (Seacoast Region) or 1-800-852-3339 (Capital Region). You can also call your local emergency personnel at 911 if the emergency warrants.

12. **LIMITATIONS OF LIABILITY AND WARRANTY**. NEITHER YOU NOR EVERYDAY ENERGY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. EVERYDAY ENERGY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. **FORCE MAJEURE**. Everyday Energy will not be responsible for supplying electricity to you in the event of circumstances beyond

Everyday Energy's control such as events of force majeure, as defined by your Utility or any transmitting or transportation entity, which includes but is not limited to acts of terrorism, sabotage or acts of God.

14. **CONTACTING EVERYDAY ENERGY.** For any notice required in this Agreement or to contact us generally, you may contact Everyday Energy by (i) email, to support@energyrewardscare.com, (ii) mail, to 535 Connecticut Avenue, 6<sup>th</sup> Floor, Norwalk, CT 06854, or (iii) phone, at 1-844-684-5506.

15. **BILL ASSISTANCE PROGRAM.** Your Utility may have programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your Utility's Bill Assistance Program can be obtained by contacting your Utility at the number or address listed at the end of this Agreement, please note customer discount will not apply to the supply portion of the bill. For a list of social service agencies offering bill assistance, please call Energy Rewards.

16. **INFORMATION DISCLOSURE LABEL.** The Information Disclosure Label contains information on the fuel mix and emissions characteristics associated with the electricity that Everyday Energy provides to Customers. The Information Disclosure Label may be found on Everyday Energy's website at <https://www.comcastenergyrewards.com>. Everyday Energy will also provide you with a printed copy of the Information Disclosure Label annually.

17. **MISCELLANEOUS.**

a. *Use of electricity.* You must notify Everyday Energy if you begin to generate renewable energy or use net metering at your home or small business. If you use net metering, or if there is a Change in Usage, Everyday Energy reserves the right to modify your Rate or terminate this Agreement and recover costs, if any. In addition, Everyday Energy has the right to refuse or terminate electricity, and recover costs, if any, if your Service requirements are above the Usage Thresholds.

b. *Title; Risk of Loss.* You and Everyday Energy agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Everyday Energy to you at the Sales Points. Please note Sales Point is defined as for the electricity, a point or points on the NE-ISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Everyday Energy to assure service reliability. Everyday Energy and you agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality and county, or other taxing authority where your service address is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of the electric service under this Agreement, you agree to pay such tax, as invoiced. For commercial customers only: (i) as between Everyday Energy and you as a commercial customer, you will be deemed to be in exclusive control of the electricity and responsible for any damage, injury, charges, transportation fees, costs or losses at and after the Sales Points, including, without limitation, any losses that Everyday Energy incurs that result from having to resell, or its inability to resell, to another party electricity supplies allocated for you and (ii) as

between Everyday Energy and you, Everyday Energy will be deemed in exclusive control of the electricity, and responsible for any damage, injury, charges, transportation fees, costs or losses until the electricity is delivered to the Sales Points; provided, however, that in no event shall Everyday Energy's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered electricity and the price of electricity under this Agreement.

c. *Assignment.* You may not assign this Agreement without prior written consent of Everyday Energy. Everyday Energy reserves the right to sell, transfer, pledge or assign this Agreement and your account, and related revenues and proceeds for financial purposes or in connection with a sale. Before any assignment Everyday Energy will provide you with at least 14 days notice of your right to select another supplier or return to your Utility. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

d. *Change in Law/Third Party Charges.* This Agreement is subject to any federal, state, local, or utility changes in law, which includes changes in legislation, orders, rules, tariffs, regulations, policies, riders, fees, pricing structures, capacity charges, and changes in customer load profiles (each, a "Change in Law"). If there is a Change in Law which results in an increased cost to Everyday Energy, Everyday Energy may terminate this Agreement with notice to you, or adjust your rate based upon such Change in Law. This provision applies to variable rate plans.

e. *Governing Law; Venue; Waiver of Jury Trial.* To the maximum extent permitted by law, (i) Venue for any lawsuit brought to enforce any term or condition of this Agreement shall lie exclusively in the State of New Hampshire, (ii) the Agreement shall be construed under and shall be governed by the laws of the State of New Hampshire without regard to the application of its conflicts of law principles, and (iii) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL, ARBITRATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

f. *Non-Waiver.* The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

g. *Severability.* If any provision of this Agreement is held unenforceable, then such provision will be automatically modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

h. *Non-Reliance.* You acknowledge that (i) you are not relying on any advice, statements, recommendations or representations of Everyday Energy, other than the written representations in this Agreement; (ii) that you understand the risks of entering into this Agreement, including the risk that Everyday Energy's prices may be higher than your Utility's rates, and you are capable and willing to assume those risks; and (iii) you have made your own decision to enter into this Agreement, after consultation with your own advisors to the extent you deem necessary.

i. *Complete Agreement.* This Agreement constitutes the final and complete agreement between you and Everyday Energy. It is the

complete and exclusive expression of the terms and conditions agreed upon for the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

j. *Electronic Signatures and Notices.* Each party agrees that electronic signatures, whether digital or encrypted, of the parties to execute this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. Customer agrees that Everyday Energy may send Customer notices via electronic means if Customer provides an email address or other way of communicating electronically. You have a duty to provide a correct, working email address and update it accordingly; if you fail to do so, you could miss important notices.

k. *Customer Representation.* I am at least 18 years old and fully authorized to enter into this Agreement. I am the authorized account holder or have been given proper and binding authorization to change the electricity and enter into this Agreement on behalf of the account holder.

l. *Third Party Providers; Energy Related Products.* Everyday Energy only provides electricity to you. Occasionally, Everyday Energy may work with third party providers that will offer you energy related products or rebates related to your electricity purchases. If you select such offer or rebate from a third party, or elect to bundle or purchase a product that is not electricity, or if a product that is installed in your home by a third party provider, such as a thermostat (“Energy Related Products”), you must contact the third party provider of such Energy Related Products for any products issues, rebates, warranties, or billing and service questions. Everyday Energy will have no liability to you for Energy Related Products.

## **DEFINITIONS**

“*Agents*” means parties that need to know Customer Information in connection with electricity and Everyday Energy’s affiliates and subcontractors.

“*Change in Usage*” means a change, or an anticipated or planned change, in the consumption of electricity that materially exceeds your historical usage.

“*Credit Enhancements*” means cash escrow or deposit, establishing an ACH debit relationship with Everyday Energy, or providing other reasonable assurances to Everyday Energy to establish your credit worthiness. If a deposit is required, before any deposit is taken, Customer will be provided notice as to all terms and conditions on such deposit and the amount and the rate of interest paid on the deposit.

“*Customer Information*” means account contact information, account number, meter number, billing history, payment history, historical and future electricity usage, meter readings and characteristics of your electricity service. It includes information obtained from the Utility as well as any information that you provide directly to Everyday Energy or its Agents.

“*Default*” means: (i) failure to maintain credit requirements or provide necessary credit information or Credit Enhancements, (ii) a Usage Threshold event, (iii) a Change in Usage event, or (iv) any material breach of the requirements of, or representations made under, this Agreement.

“*Delivery Points*” means: for electricity, one or more points at which Everyday Energy, as your agent, has arranged for the delivery of electricity to a third party (such as your Utility) for your account or at your premises.

“*Enrollment Documentation*” means any application or enrollment documents, whether in paper, electronic, internet, phone or otherwise, provided to Customer in order to commence electricity, and the Welcome Letter, such as the enrollment form, whether electronic or written, or a third party verification recording.

“*Fees*” means taxes, fees, assessments, government charges and charges levied by your Utility for transmission and distribution and other services, systems benefit charges, standard cost recovery charges, and taxes, fees paid to brokers and other third-party entities that may have referred you to Everyday Energy for Services, minimum usage fees, base charges and other flat fees, fees and charges levied by Everyday Energy or any other entity authorized to levy taxes, fees or charges for or related to the electricity. This may include, but shall not be limited to, Utility taxes, gross receipts taxes, and sales or use taxes imposed on Everyday Energy and/or you by federal, state, and/or local authorities that Everyday Energy passes through to you.

“*Purchased Quantities*” means all the electricity supply that Everyday Energy must purchase for your home or small business, as applicable.

“*Rate*” means Fixed Rate or Variable Rate, as applicable.

“*Sales Points*” means: for the electricity, a point or points on the NE-ISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Everyday Energy to assure service reliability.

“*Usage Thresholds*” means if your usage of electricity exceeds a peak demand greater than 75kW over any of the past twelve months.

### **Customer Contact Information**

Everyday Energy, LLC d/b/a Energy Rewards  
535 Connecticut Avenue, 6<sup>th</sup> Floor

Norwalk, CT 06854

Toll-Free 1-844-684-5506.

Monday through Friday, 8:30am to 6:30pm ET

support@energyrewardscare.com

[www.comcastenergyrewards.com](http://www.comcastenergyrewards.com)

### **New Hampshire PUC**

21 South Fruit Street, Suite 10

Concord, NH 03301-2429

Phone: 603-271-2431; Fax 603-271-3878

TDD Access – Relay NH: 800-735-2964

Consumer Assistance: 800-852-3793

Monday through Friday, 8:00am to 4:30pm ET

<http://www.puc.nh.gov>

**Eversource**

PO Box 330

Manchester, NH 03105-0330

1-800-662-7764

1-800-346-9994 (TTY/TDD number)

<http://www.eversource.com>

**Unitil New Hampshire – Capital Region**

One McGuire Street

Concord, NH 03301

1-800-852-3339

<http://unitil.com>

**Unitil New Hampshire – Seacoast Region**

114 Drinkwater Road

Kensington, NH 03833

1-800-852-7276

<http://unitil.com>

**Liberty**

15 Buttrick Rd

Londonberry, NH 03053

1- 855-349-9455

<http://www.libertyutilities.com>

**NHEC**

579 Tenney Mountain Hwy

Plymouth, NH 03264

1- 800-698-2007 or 1-603-536-1800

<http://www.nhec.com/index.php>

## Terms and Conditions for the Energy Rewards Benefits Program

As a customer of Everyday Energy, LLC d/b/a Energy Rewards (“Energy Rewards”) for electric services (“Energy Services”), you are eligible for enrollment in the Energy Rewards Benefits Program (“Program”) subject to the following terms and conditions.

### The Program

a) The “Program” is a benefits program offered by Comcast. It is not a product or program of Energy Rewards. Comcast is solely responsible for establishing the terms and conditions of your participation in the Program. All Program terms and conditions apply. Comcast may change the Program regulations at any time with or without notice. Program participants may be referred to individually as “you” or “your”.

b) Energy Rewards is your supplier of Energy Services and is responsible for its obligations under the Energy Rewards Terms of Service, but Energy Rewards is not responsible for determining eligibility, providing benefits or the administration of the Program. Comcast is not a party to Energy Rewards Terms of Service, and Comcast is not responsible for supplying or supporting the Energy Services.

c) Eligibility. A residential customer in the Energy Rewards service area (see Energy Rewards Terms of Service) who has authorized Energy Rewards to become its Energy Services supplier is eligible to participate in the Program. To remain enrolled in the Program, you must have an active Energy Rewards account. Some benefits of the Program may be exclusive to current Comcast residential customers receiving Xfinity Services with an Xfinity Services account that is active and in good standing. For purposes of this Program, active accounts are defined as those that are billing more than \$0 and those for which Comcast or Energy Rewards, as applicable, have not received a request on behalf of the customer to discontinue (drop) their applicable service.

d) Program Enrollment. Upon your authorization of the Energy Rewards Terms of Service and acceptance of these Terms and Conditions for the Program, Energy Rewards will submit a request to your local utility for enrollment in Energy Services. Upon confirmation of your enrollment in Energy Services, as determined by your local utility, Energy Rewards will notify Comcast of your enrollment in Energy Services and request that Comcast enroll you in the Program.

e) From time to time, Comcast may offer rewards or other benefits to Program participants. Benefits shall be subject to terms and conditions which shall be provided to participants at the time the benefit is awarded. Benefits and rewards are subject to change from time to time, and may vary based upon the Xfinity Services to which participants subscribe.

f) There are no fees for participating in the Program; however, there may be costs associated with certain benefit offers.

### Changes to the Program

Comcast may modify, restrict, change or discontinue the Program at any time. Changes may include, but are not limited to: the type and frequency of benefits offered and expanding or limiting Program eligibility.

### Termination

If you no longer satisfy the eligibility requirements set forth above, Comcast may suspend or terminate your participation in the Program. Comcast also reserves the right to terminate the Program in its entirety or modify Program eligibility requirements in its sole discretion without compensation to any participants in the Program. If Comcast suspends or terminates your Program participation for any reason or terminates the Program, you may not receive any benefit that is not fully redeemed as of the suspension or termination date.

### Communications with Program Participants

Comcast may communicate with you regarding any matter related to the Program by mail, by telephone, or by electronic communications. Comcast may make electronic communications to you, including electronic mail. All electronic communications from Comcast to you shall be deemed to be communications "in writing" and deemed delivered to you no later than the earlier of the date actually received or five (5) days from the date of posting or dissemination. You may update your contact information by contacting customer service at the phone number listed below.

### Customer Service

If you have any questions regarding the Program, contact the Energy Rewards Customer Care group toll-free at (844) 684-5506 or via email at support@energyrewardscare.com.

### Disclaimers and Limitations

Benefits may be provided by a variety of merchants. Comcast is not responsible to you for the quality or performance of the benefits or the products or merchandise purchased or obtained with the benefits. You may be subject to additional terms and conditions, warranties, or other requirements of the merchant, manufacturer, or other benefits provider. Comcast makes no guarantee, warranty, or representation of any kind, express or implied, with respect to the benefits, including, but not limited to, warranties of merchantability or fitness for a particular purpose. Comcast is not liable for any injury, damage, or loss to person or property or any expense, accident, or inconvenience that may arise from the use of the benefits, any products or merchandise purchased or obtained with the benefits, or otherwise in connection with the Program. Further, Comcast is not responsible for merchants, manufacturers, or other benefits providers that discontinue or cancel a benefit due to bankruptcy or for any other reason. Comcast does not make any representation or endorsement of any benefit, merchant, or other provider of a benefit in connection with the Program.

You hereby release and hold Comcast, Energy Rewards and all parties associated with the Program harmless from any claim, liability, or damage relating to the Program or your use of the benefits. Any benefit offered under the Program is void where prohibited by law. Notwithstanding anything in these terms and conditions to the contrary, neither Comcast nor Energy Rewards shall have any liability to you in connection with the Program.

**Governing Law/Jurisdiction**

The Program terms shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. By participating in the Program, you consent to the exclusive jurisdiction of the state and federal courts in Philadelphia, Pennsylvania, in all disputes arising out of or relating to the Program terms and the Program. In the event that any portion of the Program terms is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

**Privacy**

All information collected in connection with the Program is subject to the Xfinity.com privacy policy, which can be found at: <http://www.xfinity.com/corporate/legal/privacyStatement.html>.

All information collected in connection with your Energy Services is subject to the Energy Rewards privacy policy which can be found at: [comcastenergyrewards.com/privacy](http://comcastenergyrewards.com/privacy).

**ADDITIONAL TERMS & CONDITIONS FOR SELECT PLANS**

<b>Guaranteed Savings Plan</b>	
<p>If you have chosen the Guaranteed Savings Plan, the following terms and conditions will apply in addition to the standard Terms and Conditions. In case of a conflict between the standard Terms and Conditions and these terms and conditions, these terms and conditions will control.</p>	
<b>Rate</b>	<p>Your Guaranteed Savings Rate provides an initial Index Rate that is a percentage below your Utility Price Index for the Term. The exact percentage of your discount during the Term is listed in your Welcome Letter. After the end of your Term, you will be enrolled on the Company's current Variable Rate plan with no guaranteed savings, until you select another available plan or terminate.</p>
<b>Term; Termination Fee</b>	<p>The Term of the Guaranteed Savings Rate commences on the date that your Utility processes your switch request ("<u>Flow Date</u>") and ends after your 12<sup>th</sup> month of service on the applicable meter read date ("<u>Term</u>"). There is no Termination Fee for the Guaranteed Savings Rate. The Company reserves the right, in its sole discretion, with prior written notice to you, to discontinue any Rate plan.</p>
<b>Definitions</b>	<p>"<u>Utility Price Index</u>" or "<u>UPI</u>" is Company's best-effort approximation of your Utility's current energy rate, using information from public rate filings, utility billing calculation methodologies and timing, meter read practices, and assumptions regarding average customer usage and utility rate classes. It does not account for all such possible variations and Company's UPI calculations shall be final. The UPI is published monthly by Company, and is available at <a href="http://comcastenergyrewards.com/energy-rewards-utility-price-index">comcastenergyrewards.com/energy-rewards-utility-price-index</a>. Additional details about the Utility Price Index are available at <a href="http://comcastenergyrewards.com/faqs">comcastenergyrewards.com/faqs</a>.</p>
<b>Additional Incentives</b>	<p>As long as you remain an active customer of Company, you may be eligible for the Energy Rewards Benefit Program. The Energy Rewards Benefit Program is offered and administered by Comcast and not by Company. Some elements of the Energy Rewards Benefit Program may only be available to Comcast customers. The terms and conditions of the Energy Rewards Benefit Program are between you and Comcast and are not part of this Agreement, and can be found attached hereto.</p>
<b>Residential Customers Only</b>	<p>This plan is only available to residential customers. By submitting your enrollment form, you are affirming to Company you are a residential customer and not a small commercial or a large commercial customer. In the event your representation is incorrect or false, Company has the right to take any combination of the following actions: (1) immediately terminate you; (2) change your rate to the Company's then current small commercial or large commercial rate, as applicable; (3) offset or collect any discount provided to you that you were not entitled to; and (4) collect any fees incurred in remediating the false representation.</p>

Please note the following social services agencies that Everyday Energy will provide to a customer:

- **2-1-1 is an easy to remember telephone number that connects callers, at no cost, to information about critical health and human services available in their community.**
- **Financial Assistance to Needy Families**  
Call at (603) 271-9700
- **New Hampshire Electric Assistance Program**  
To apply call your local community action agency, a list can be found at <https://www.puc.nh.gov/consumer/communityactionagencies.htm>
- **Fuel Assistance Program**  
To apply call your local community action agency, a list can be found at <https://www.puc.nh.gov/consumer/communityactionagencies.htm>
- **Neighbors Helping Neighbors**  
They can be contacted at <http://www.nhnfund.org/contact/>
- **Weatherization Assistance Program (WAP):**  
To apply call your local community action agency, a list can be found at <https://www.puc.nh.gov/consumer/communityactionagencies.htm>

# Energy Rewards™

6469 102nd Ave North | Pinellas Park, FL 33782

<<date>>

<<customername>>

<<address1>>

<<address2>>

<<city>>, <<state>> <<zip>>

Dear Valued Customer,

We're excited you've chosen Energy Rewards for your energy supply. Here's what happens next now that your enrollment has been submitted:

- We've begun processing your enrollment and will work with your local utility company to switch your supply service to Energy Rewards.
- Depending on your local utility, they may mail you a confirmation letter. This letter will include the date your utility has set for you to begin service with Energy Rewards. It typically takes up to two billing cycles for your supply service to be switched.
- After your service is switched, you'll see Energy Rewards listed as your energy supplier on your utility bill. Your utility company will continue sending you one consolidated bill showing your supply and delivery charges. Your utility will also continue to deliver your energy and read your meter. You don't have to do anything different!

As part of your enrollment into Energy Rewards, you may also be eligible for special Comcast benefits (see the enclosed Terms and Conditions for the Energy Rewards Benefit Program for additional details). You do NOT need to have an active Comcast account to receive these benefits, however, some may only be applicable to current Comcast subscribers.

- After your enrollment has been completed, we will notify you via email on how to take advantage of your benefits. If you did not provide an email address when you enrolled, please call our Energy Rewards customer care team.

Energy Rewards customer care is available at **1-844-684-5506**, Monday through Friday, 8:00 a.m. to 8:00 p.m. ET to answer any questions. You can always email Energy Rewards at [support@energyrewardscare.com](mailto:support@energyrewardscare.com).

Sincerely,

The Energy Rewards Customer Care Team

## QUESTIONS:

1-844-684-5506

[support@energyrewardscare.com](mailto:support@energyrewardscare.com)

## Important information regarding your plan

<<Commodity>> Supply

- **Your utility:**  
<<Utility>>
- **Your Plan:** You will receive a variable rate <<X%>> below your applicable Utility Price Index rate for the first 12 months of service.

After your first 12 months of service you will continue receiving service month-to-month at a variable rate without any guaranteed percentage off your Utility Price Index.

Visit <https://www.comcastenergyrewards.com/energy-rewards-utility-price-index> to view your applicable Utility Price Index.

- **Early Termination Fee:** \$0

<<Commodity>> Supply

- **Your utility:**  
<<Utility>>
- **Your Plan:** You will receive a variable rate <<X%>> below your applicable Utility Price Index rate for the first 12 months of service.

After your first 12 months of service you will continue receiving service month-to-month at a variable rate without any guaranteed percentage off your Utility Price Index.

Visit <https://www.comcastenergyrewards.com/energy-rewards-utility-price-index> to view your applicable Utility Price Index.

- **Early Termination Fee:** \$0