

Mill Street Energy Terms of Service

Mill Street Energy ("Mill Street Energy") is not an energy supplier. Mill Street Energy is a technology company with a mission to make it easy for anyone to save money on electricity.

Agreement; Introduction to Website & Services

These terms of service ("Terms") form a binding, enforceable contract between you and Mill Street Energy and govern your use of www.millstreetenergy.com and the Services offered and provided through the Website and other of our websites, mobile and tablet applications, phone, mail, and social media sites, if any. By browsing, registering for, accessing, or using any of the Services, you acknowledge that you have read, understood, and agree to be bound and abide by these Terms, including any additional guidelines referenced in these Terms such as our Privacy Policy. If at any time you do not agree to these Terms, you do not have permission to use the Website, and you must immediately terminate your use of the Services. Mill Street Energy reserves the right to change the Terms or modify any features of the Services at any time at its sole discretion. Mill Street Energy will notify you of any significant changes to our terms and conditions; however, you are expected to check this page frequently so you are aware of any changes. Any changes to the Terms will be effective immediately. The most current version of the Terms (along with its effective date) will be linked from the homepage on the Website. Your continued use of the Services following any updates to the Terms will be deemed acceptance of the updated Terms.

Definitions

"Account" or "Mill Street Energy Account" means an account that a User creates on the Website or through other means in order to register for use of certain Services.

"Mill Street Energy," "we," "us" or "our" means Mill Street Energy and its subsidiaries or assigns.

"Business Day" is every Monday through Saturday, excluding statutory holidays in the USA.

"Current Rate" means either (A) the Default Utility Rate; (B) if there is no Default Utility Rate in your area, then the average competitive rate available to you in Mill Street

Energy's database; or (C) if provided, an actual current rate as indicated by you or Utility Account Information shared by you.

"Default Utility Rate" means the electric service rate that a Utility offers to its customers who have not chosen a Supplier, in certain markets.

"Force Majeure" means circumstances beyond Mill Street Energy's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays.

"Linked Sites" means a third-party website available through our Website.

"Personal Information" means any personally identifiable information concerning a User, including but not limited to the following: name, email address, phone number, billing/shipping address, and Utility service address.

"Services" means all of our products and services and any other features, technologies and/or functionalities offered by us on the Website or through any other means.

"Supplier" means any entity other than the Utility that offers electric power or Utility bill credits, or combinations thereof, for sale to one or more Users in states where available.

"Supplier Account Notices" means any communications sent to the User from his or her Supplier that includes, but is not limited to, notices regarding agreements between the Supplier and User, disconnection, outages, past due bills, tariff or rate changes, commercial offers, or other information the Supplier wishes to communicate to the User.

“Supplier Rate” or “Rate” means an electricity service offering and associated agreement(s) between you and a Supplier.

“Supply Brokerage Platforms” means any entity that aggregates Suppliers and Supplier Rates and with which Mill Street Energy works to make such Rates available through the Services. Mill Street Energy may work with Brokerage Platforms to increase the number of Rates and Suppliers available through the Services.

“User,” “you” or “your” means you and any other person or entity using the Service.

“Utility” means a regulated electric distribution company from which the User receives delivery of electricity, or a regulated electric generation, transmission, and distribution company from which a User receives electricity.

“Utility Account” means a User’s account with his or her Utility.

“Utility Account Credentials” means User’s Utility Account username, password, and/or account number, and/or any other necessary credentials to access User’s Utility Account or that may be necessary to provide our Services.

“Utility Account Information” means a User’s personal customer information, Utility usage information, Utility bill amounts due, service address and any other information from User’s Utility that may be necessary to provide the Services.

“Utility or Supplier Statement” means the bill or statement for your electricity service, Utility bill credits, and any other related utility good or service.

“Website” means www.millstreetenergy.com, including all subpages and successor pages.

Mill Street Energy Services

Supplier Brokerage and Agency Agreement

Our Service is designed to help you switch to a better energy plan via enrollment. Mill Street Energy maintains a database of Default Utility Rates and Supplier Rates in competitive electricity markets. Our goal is to match you with a cheaper and/or cleaner energy supply option.

If you indicate that you want to lower your energy bill, there is a Rate in our database that is lower than your Current Rate, and you have activated our services, then we will attempt to enroll you in the lowest cost Rate in our database. If you indicate that you want to switch to 100% renewable energy, there is a Rate in our database that is 100% renewable, and you have activated Autopilot, then we will attempt to enroll you in the lowest cost 100% renewable energy Rate in our database. Alternatively, you may manually request to enroll in a new rate without the use of Autopilot. In all cases, we will notify you when we initiate a request for a new Rate and will give you an opportunity to opt out. If you do not opt out, you will be enrolled in the Supplier Rate.

Upon the expiration of the initial term of a Rate in which Mill Street Energy enrolls you, Mill Street Energy will seek to enroll you in the lowest Supplier Rate available through the Mill Street Energy platform that satisfies your preferences. You will be notified via the email address on file before Mill Street Energy enrolls you in any new Rate, and you will have an opportunity to opt out. If you do not opt out, Mill Street Energy will enroll you in the new Rate.

There is no direct cost to you for this service, and you may cancel at any time by emailing save@millstreetenergy.com.

Our Supplier Brokerage Services may not be available to every User, in every jurisdiction, or at all times, and we reserve the right to offer this Service at our sole discretion.

You authorize Mill Street Energy to solicit electric supply prices or Utility bill credits from Suppliers on your behalf as your agent, whether directly or through a Supply Brokerage Platform. You further authorize Mill Street Energy to act as your agent with the power to express interest in a Supplier's Rate and negotiate with such Supplier. You grant Mill Street Energy your explicit, informed, and affirmative consent to initiate service and enroll you in a Rate with a Supplier pursuant to the terms above, whether directly or through a Supply Brokerage Platform, and you authorize Mill Street Energy to grant your explicit, informed, and affirmative consent to a Supplier on your behalf. You understand and agree that, where Autopilot is activated and so long as specified conditions are satisfied, any such enrollment and initiation of service may occur automatically without your additional consent unless you opt out.

By enrolling in our Supplier Brokerage Service, you expressly authorize Mill Street Energy to sign Supplier contracts on your behalf. You agree that Mill Street Energy may sign such contracts or agreements on your behalf with the signature “[USER FIRST NAME LAST NAME] BY Mill Street Energy (LOA)” or similar language. You authorize Mill Street Energy to act as your agent in signing such contracts or agreements, and you agree that such contracts or agreements will have the same legal effect as if you had signed them yourself. You also authorize Mill Street Energy to receive all Supplier Account Notices and expressly assign your rights to any such notices to Mill Street Energy.

You agree that Mill Street Energy may share your Utility Account Information and Utility Account Credentials with Suppliers and Supply Brokerage Platforms or others as needed, and in conformity with our Privacy Policy, to accomplish contract solicitation, execution, enrollment, and services post-execution. You further agree that your Utility or a Supplier may share such information it has about you to Mill Street Energy to accomplish contract solicitation, execution, enrollment, and services post-execution. Mill Street Energy may show this Agreement to Utilities, Suppliers, or other authorized parties as required or authorized by law.

You will receive any notifications about potential changes to your Supplier to the email address Mill Street Energy has on file for your Account. You will also be able to view the status and history of your Supplier enrollments by viewing information in your Utility Account or as otherwise presented to you by Mill Street Energy.

Satisfaction Guarantee: If you are not satisfied with your new Rate, for any reason, Mill Street Energy will reimburse you for any early termination fee you incur as a result of terminating the Supplier contract associated with your Rate if you cancel your service within (90) days of the actual effective date of your Supplier Rate. Upon such termination, we will enroll you in your Default Utility Rate or similar service that matches what your Current Rate was at the time you signed up for Mill Street Energy.

If you join Mill Street Energy while on an existing Supplier contract, you may be liable for an early termination fee from your current Supplier if we switch you to another Supplier Rate consistent with this Agreement. If you are assessed an early termination fee by the Supplier, about which you notify us and for which you furnish proof of payment, Mill Street Energy will reimburse you either by paying the Supplier directly or by paying you an amount equal to the fee, not to exceed \$50.

Mill Street Energy may receive compensation from Suppliers for Services it provides to you. You consent to this material benefit from a third party. Mill Street Energy does not have access to every Supplier Rate and does not guarantee that the Rates available through Mill Street Energy are the lowest available at any given time.

You understand that any Supplier contract Mill Street Energy enters into on your behalf is for your Supply charges or Utility bill credits only and that other Utility rates will still apply.

Your Relationship with Your Utility and Supplier

Mill Street Energy does not supply, transmit, or distribute electricity and is not affiliated or endorsed by any Utility or Supplier. By using Mill Street Energy's Services, you acknowledge and agree that Mill Street Energy is acting only as an intermediary and is not a party to any transaction between you and your Utility or Supplier. Accordingly, Mill Street Energy assumes no responsibility and will have no liability of any kind whatsoever in respect to your dealings with your Utility or Supplier including with regards to electric delivery, payments, notices, and the proper and timely delivery of goods or services by your Utility or Supplier. Mill Street Energy in no way endorses, recommends, and/or bears any responsibility or liability for any products, services, statements, made by your

Utility or Supplier. Statements and opinions of your Utility or Supplier are not representative of Mill Street Energy or its business partners.

These Terms do not alter any liability or obligations that may exist between you and your Supplier. You agree that your relationship with any Supplier is governed solely by the Rate and associated agreement(s) with such Supplier.

Utility or Supplier Account

You authorize Mill Street Energy to retrieve, store, and use, on your behalf as your agent, your Utility Account Information and your Utility Account Credentials in order to provide our Services. By submitting your Utility Account Information, you certify and confirm that you are entitled to disclose this Utility Account Information and that you are an authorized user of your Utility Account. Mill Street Energy makes no effort to review your Utility Account Information for accuracy.

To allow Mill Street Energy to retrieve and use your Utility Account Information, you understand that you must provide Mill Street Energy with your Utility Account Credentials. You agree to notify Mill Street Energy of any changes to your Utility Account Information or Utility Account Credentials. By providing Mill Street Energy with your Utility Account Credentials, you certify that you or another member of your household or small business owns the Utility Account(s) associated with your home or business.

You acknowledge and agree that when Mill Street Energy is accessing and retrieving your Utility Account Information from third-party sites, Mill Street Energy is acting as your agent, and not as the agent for or on behalf of the third party.

You authorize Mill Street Energy to receive Supplier Notices on your behalf, where permitted, and you understand and agree that we may not pass along any or all of these Notices to you. You agree that Mill Street Energy shall not be liable for any delays, failure to deliver, or misdirected delivery of any Supplier Account Notices. Utility or Supplier Account

You authorize Mill Street Energy to retrieve, store, and use, on your behalf as your agent, your Utility Account Information and your Utility Account Credentials in order to provide our Services. By submitting your Utility Account Information, you certify and confirm that you are entitled to disclose this Utility Account Information and that you are an authorized user of your Utility Account. Mill Street Energy makes no effort to review your Utility Account Information for accuracy.

To allow Mill Street Energy to retrieve and use your Utility Account Information, you understand that you must provide Mill Street Energy with your Utility Account Credentials. You agree to notify Mill Street Energy of any changes to your Utility Account Information or Utility Account Credentials. By providing Mill Street Energy with your Utility Account Credentials, you certify that you or another member of your household or small business owns the Utility Account(s) associated with your home or business.

You acknowledge and agree that when Mill Street Energy is accessing and retrieving your Utility Account Information from third-party sites, Mill Street Energy is acting as your agent, and not as the agent for or on behalf of the third-party.

You authorize Mill Street Energy to receive Supplier Notices on your behalf, where permitted, and you understand and agree that we may not pass along any or all of these Notices to you. You agree that Mill Street Energy shall not be liable for any delays, failure to deliver, or misdirected delivery of any Supplier Account Notices.

Actions by Mill Street Energy

If we have reason to believe that you have broken these Terms, we may take various actions to protect Mill Street Energy, a third party, or you from fees, costs, expenses, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

We may close, suspend, or limit your access to your Account or the Services;

We may update inaccurate information you provided us;

We may refuse to provide the Services to you in the future;

Mill Street Energy may close, suspend, or limit your access to your Account or Services; and

We may take legal action against you.

Mill Street Energy, in its sole discretion, reserves the right to terminate access to its Website, to your Account, or to the Services for any reason and at any time upon notice to you.

If we close your Account or terminate your use of the Services for any reason, we will provide you with notice of our actions. If we limit access to your Account, we will provide you with notice of our actions and the opportunity to request restoration of access if appropriate in our sole discretion.

You authorize Mill Street Energy, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include asking you for further information, requiring you to take steps to confirm ownership of your mail address or financial instruments, and verifying your information against third party databases or through other sources. If you cannot verify your identity, Mill Street Energy reserves the right to deny you use of the Services.

Your Privacy

Your use of the Services is also governed by our Privacy Policy. By using the Services, you indicate that you understand and consent to the collection, use, and disclosure of your information as described in our Privacy Policy. You further agree that you are licensing your Utility Account Information to Mill Street Energy for the purpose of providing the Services. Mill Street Energy may use and store the content in accordance with these Terms and our Privacy Policy.

Confidentiality and Notices

You agree and understand that you are responsible for maintaining the confidentiality and security of any personal URL that allows you to access the Services, or, if applicable, any password, which, together with your login ID email address, allows you to access the Services. That personal URL and/or login ID email address and password constitute your "Registration Information." We recommend you do not use the same password for other online accounts, such as an online banking account. In order for the Services to function effectively, you must keep your Utility Account Credentials and

Registration Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Services will be affected. If you become aware of any unauthorized use of your Utility Account Credentials or Registration Information, you agree to notify Mill Street Energy as soon as reasonably possible at the email address support@millstreetenergy.com.

Our information collection and use policies with respect to the privacy of such Account Information, Utility Account Credentials, and Registration Information are set forth in the Privacy Policy, which is incorporated herein by reference for all purposes.

By providing us with your email address and phone number, you agree to receive all required notices electronically, to that email address, or through live calls, texts, and/or robocalls to your phone number. It is your responsibility to update or change that address, as appropriate. Email notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the email or through a link to the appropriate page on our Website, accessible through any standard, commercially available Internet browser.

Compliance with Applicable Laws

When you access or use the Services, you are required to comply with all applicable laws and any other conditions or restrictions in any written or online notice from Mill Street Energy (including these Terms). As a condition of your access to and use of the Services, you agree that you will not use the Services for any purpose that is unlawful or prohibited by these Terms. The Services are offered for your personal and non-commercial use only, and Mill Street Energy does not grant you any express or implied rights to access or use the Services for any other purpose.

Without limiting the generality of the foregoing, you agree not to:

Impersonate any person or entity, whether actual or fictitious, or falsely state or otherwise misrepresent your affiliation with any person or entity;

Interfere with any other users' rights to privacy and publicity, including by harvesting or collecting information from or about users;

Upload or otherwise transmit any communication, software, or materials that contain a virus or is otherwise harmful to Mill Street Energy or its users' computers or systems; or

Engage in “spidering,” “screen scraping,” “database scraping,” harvesting of email addresses, wireless address, or other contact or personal information, or any other automatic means of obtaining lists of users or other information from Mill Street Energy, including without limitation any information residing on any server or database connected to the Services.

Intellectual Property of Mill Street Energy and Its Licensors

Copyright

Our Website (including, but not limited to, text, images, photographs, graphics, user interface, screen shots, designs, and computer code, and the selection, coordination, and arrangement of such content) is protected under the copyright laws of the United States and other countries. Mill Street Energy owns all copyrights in our Website or its third-party suppliers and licensors to the full extent permitted under the United States Copyright Act and all international copyright laws. Unless expressly permitted in writing, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works from, transmit, or in any way exploit any part of our Website, except that you may make use of the content for educational and non-commercial purposes only, provided that you maintain all copyright and other notices posted along with the content.

Trade and Service Mark Rights\

All rights in the company names, trade names, logos, service marks, and slogans of the Services, whether or not appear in large print or with the trademark symbol, belong exclusively to Mill Street Energy or its third-party suppliers and licensors and are protected from reproduction, imitation, dilution, or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials is expressly prohibited, and nothing stated or implied on our website confers on you any license or right under any trademark of Mill Street Energy, its affiliates, or any third party. To obtain written permission to use the trade and service mark rights of Mill Street Energy, please contact Mill Street Energy at support@millstreetenergy.com.

Notice of Infringement

If you believe in good faith that your work has been reproduced or is accessible on our website in a way that constitutes copyright infringement or that your intellectual

property rights have otherwise been violated, please provide Mill Street Energy with the following information in writing:

Identification of the copyrighted work or other intellectual property claimed to have been infringed;

Identification of the allegedly infringing material, reference, or link that is to be removed and information reasonably sufficient to permit Mill Street Energy to locate the material, reference, or link;

Your name, address and daytime telephone number, and an email address if available, so that Mill Street Energy may contact you if necessary;

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright or other intellectual property owner, its agent, or the law; and

A physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Please note that due to security concerns, email attachments will not be accepted. Any notice of infringement submitted electronically with an attachment will not be received or processed. Upon receipt of a notice of claimed infringement (or any statement in conformity with 17 U.S.C. § 512(c)(3)), Mill Street Energy will expeditiously remove or disable access to the allegedly infringing content. Mill Street Energy may terminate the service privileges of users who repeatedly infringe the copyrights or other intellectual property rights of others.

Third-Party Content and Links to Third-Party Websites

You may be able to link from our Website to certain Linked Sites. This includes links from advertisers, sponsors, and small business partners that may use our logo(s) as part of a co-branding relationship. You acknowledge and agree that Mill Street Energy has no responsibility for the information, content, products, services, advertising, code, or other materials which may or may not be provided by or through Linked Sites, even if they are owned or run by affiliates or partners of ours, and you rely on the same at your own risk. Links to such websites or resources do not imply any endorsement by Mill

Street Energy of such websites or resources or the content, products, or services available from such websites or resources. Such Linked Sites are not under our control, and links to other websites are provided solely for the convenience of users. You acknowledge that when you leave our Website by any means, including, but not limited to, when you click on a link that leaves our Website, the website you will land on is not controlled by us and different terms of use and privacy policies apply. If you elect to use or purchase services from third parties, you are subject to their terms and conditions and privacy policy.

Disclaimer of Warranties

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. Mill Street Energy expressly disclaims all warranties of any kind, whether express, implied, or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Mill Street Energy makes no warranty that (i) the Services will meet your requirements, (ii) the Services will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Services will be accurate or reliable, or (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Services will meet your expectations.

Limitation of Liability

You expressly understand and agree that Mill Street Energy will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data, or other intangible losses (even if Mill Street Energy has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or the inability to use the Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the Services; (iii) unauthorized access to your account information; (iv) statements or conduct of any third party on the Services; (v) late or never received Statements or Notices, or (vi) any other matter relating to the Services. In no event will Mill Street Energy’s total liability to you for all damage, losses, or causes of action exceed one hundred dollars (\$100). Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations set forth above may not apply to you. If you are dissatisfied with any portion of the Services or with these terms, your sole and exclusive remedy is to discontinue use of the Services.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MILL STREET ENERGY DISCLAIMS ALL LIABILITY OF ANY KIND ARISING FROM THE UNAUTHORIZED ACCESS TO OR USE OF YOUR PERSONAL INFORMATION (as defined in the Privacy Policy).

14. Limitation of Liability You expressly understand and agree that Mill Street Energy will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data, or other intangible losses (even if Mill Street Energy has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or the inability to use the Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information, or services purchased or obtained or messages received or transactions entered into through or from the Services; (iii) unauthorized access to your account information; (iv) statements or conduct of any third party on the Services; (v) late or never received Statements or Notices, or (vi) any other matter relating to the Services. In no event will Mill Street Energy's total liability to you for all damages, losses, or causes of action exceed one hundred dollars (\$100). Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations set forth above may not apply to you. If you are dissatisfied with any portion of the Services or with these terms, your sole and exclusive remedy is to discontinue use of the Services.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MILL STREET ENERGY DISCLAIMS ALL LIABILITY OF ANY KIND ARISING FROM THE UNAUTHORIZED ACCESS TO OR USE OF YOUR PERSONAL INFORMATION (as defined in the Privacy Policy).

15. Indemnification You agree to release, indemnify, and hold harmless Mill Street Energy, its affiliates, and its and their respective officers, employees, directors, members, and agents from any and all losses, damages, costs, expenses (including reasonable attorneys' fees), rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, your connection to the Services, your use of products or services obtained by or through Linked Sites, your violation of these Terms, or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, 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.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

16. Arbitration of Claims Any claim that you might have against Mill Street Energy must be resolved through binding arbitration before the American Arbitration Association using its Consumer Arbitration Rules and must be brought within one (1) year of the claim arising.

Any arbitration hearing will be held in Los Angeles, CA. You understand and agree that you will arbitrate with Mill Street Energy in your individual capacity, not as a representative or member of a class. Your claim may not be joined with the claim of any other person, and there will not be authority for any dispute to be arbitrated on a class-action basis. The arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms including, but not limited to any claim that all or any part of these Terms is void or voidable.

Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys’ fees, incurred by the other party in enforcing the award.

17. No Waiver The failure of Mill Street Energy to enforce any provisions of these Terms or respond to a breach by you or other parties will not in any way waive its right to enforce subsequently any terms or conditions of these Terms or to act with respect to similar breaches.

18. Miscellaneous System Availability

Mill Street Energy will use commercially reasonable efforts to make the Services available at all times except for: (a) planned downtime, or (b) any unavailability due to Force Majeure. Planned downtime and routine maintenance and updates may result in temporary unavailability of the Services. We will have no liability to you or any third party in respect of your inability to access the Services at any time.

Your Liability

You are responsible for all fees, costs, expenses, fines, penalties, and other liabilities incurred by Mill Street Energy, yourself, or a third-party caused by or arising out of your breach of these Terms and/or your use of the Services. You agree to reimburse Mill Street Energy or a third-party of any and all such liability.

Choice of Law and Forum

These Terms are governed by, and must be construed in accordance with, the laws of California. In the event Mill Street Energy brings a claim against you, you agree to submit to the exclusive jurisdiction of the federal or local courts located in Los Angeles, CA.

Integration and Severability

Unless otherwise specified herein, the Terms constitute the entire agreement between you and Mill Street Energy and govern your use of the Services. If any portion of the Terms is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.

19. State Specific Rules For Maryland Customers

You consent that Mill Street Energy and the Supplier may receive the following information from the Utility on your behalf:

- Account name
- Billing address
- Service address
- Utility account number and any other number designated by the utility as necessary to process an enrollment
- Bill cycle
- Voltage level
- Utility rate class or code
- Load profile
- Meter number
- Meter type
- Multiple meter indicator
- Peak load contribution
- Metered demand
- Billed demand
- Monthly historical demand for the previous 12 months

- Monthly historical consumption for the previous 12 months
- Monthly time-of-use data for the previous 12 months; and
- Interval meter data for the previous 12 months.

If Mill Street Energy ever quotes you a Supplier Rate, the price quoted is only for the specified commodity provided by the Supplier and does not include any tax, Utility distribution charge, or other Utility fee or charge; and the Supplier's price is not regulated by the Maryland Public Service Commission.

For New York Customers

If you have a dispute with the Supplier, you can contact the New York State Public Service Commission at their hotline at 1-888-697-7728, or write to them at the Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, New York, 12223.

More information can be found at: <http://www3.dps.ny.gov/W/PSCWeb.nsf>

Your Rights as an Energy Services Company Consumer ESCO Consumers Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility.

If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24-hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
 - price and all variable charges or fees;
 - length of the agreement;
 - terms for renewal of the agreement;
 - cancellation process and any early termination fees, which are limited by law; and no conditions, if any, under which the ESCO guarantees cost savings.

- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer. A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumers Bill of Rights) in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to www.dps.ny.gov/resright.html. ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (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>.

You can find more information about your energy alternatives by visiting: www.AskPSC.com

For Ohio Customers

You have a right to request from your Supplier, twice within a twelve-month period, up to twenty-four months of your payment history without charge.

You can reach Mill Street Energy at:

2418 Spring Ln. #5524 Austin, TX 78763 www.joinarbor.com support@joinarbor.com

Mill Street Energy provides only electric brokerage services. See the Terms for more detail on the services we provide and those that are still provided by your Utility and Supplier.

If you have any complaints about your Mill Street Energy service, please contact us at support@joinarbor.com. If you have complaints about your Supplier contract or service, or utility service please contact your Utility or Supplier directly. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>

This Agreement will remain in effect until cancelled by you or Mill Street Energy.

Mill Street Energy is your energy broker only. The Utility or Supplier is still responsible for billing you for the services they provide you.

Mill Street Energy does not collect your social security number. We are prohibited from disclosing account number(s) without your consent except for our own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, or assigning a customer contract to another provider. By agreeing to these terms you agree to the following statement:

I realize that under the rules and regulations of the public utilities commission of Ohio, I may refuse to allow Mill Street Energy to release the information set forth above, including my name, account number, and service address to the Supplier. By providing my electronic signature, I freely give my Utility permission to release the information designated above.

If you do not agree to these terms Mill Street Energy cannot provide you Autopilot services.

If you switch back to your local electric utility you may or may not be served under the same rates, terms, and conditions that apply to other customers served by the electric utility.

The failure to pay electric utility charges may result in you being disconnected in accordance with the electric utility tariff.

The provisions of Section 16 ("Arbitration") shall not apply to Ohio customers. However, you do agree that this Agreement will be governed by the laws of California, excluding conflict of law rules. You agree to submit to the personal and exclusive jurisdiction of the courts located in California.