

4Change Energy Refer-a-Friend Program Terms & Conditions

Your participation in 4Change Energy's Referral Program (the "Program") is subject to these terms ("Program Terms"). If you have any questions about these Program Terms, please email us at service@4changeenergy.com.

Program Summary: Existing residential electricity customers of 4Change Energy whose electricity accounts are in good standing are eligible to participate in the Program. 4Change Energy will reward you through Visa® gift cards based on the number of qualified referrals that you provide to 4Change Energy who become active 4Change Energy residential electricity customers, as further specified below.

Participant Acceptance; Termination: 4Change Energy will make all determinations regarding participation in the Program. 4Change Energy reserves the right to terminate your participation in the Program or cancel the entire Program at any time for any reason or no reason, to the extent permitted by law, upon written notice to you. Any written notices required or permitted to be given by 4Change Energy hereunder may be delivered by email. By participating in the Program, you consent to delivery of all Program-related notices and information by email to the email address you have registered for your 4Change Energy online account and acknowledge that you have the necessary equipment (hardware and software) to receive and read such emails.

Qualified Referrals; Rewards: Qualified referrals must:

- (i) be new customers to 4Change Energy: for purposes of the Program, "new customer" does not include either (1) a person who is a current or pending residential electricity customer of 4Change Energy or (2) a person who was a residential electricity customer of 4Change Energy within the 45 days immediately prior to the date of enrollment with 4Change Energy;
- (ii) satisfy all 4Change Energy enrollment requirements; and
- (iii) enroll with 4Change Energy by using a personal link and/or referral code.

Eligible participants will be issued a Visa® gift card for each qualified referral and each qualified referral will also be issued a Visa® gift card. The Visa® gift card for each such qualified referral shall be sent as soon as practicable to both the referrer and the qualified referral following (i) the qualified referral's payment in full of their second consecutive invoice from 4Change Energy and (ii) confirmation that the qualified referral has met all of the Program Terms. Furthermore, to protect against fraudulent activity, 4Change Energy reserves the right to award only one referral Visa® gift card per referred Electricity Service Identifier Identification Number (ESI-ID) in a 6-month period.

The amount of such Visa® gift cards will be determined based upon 4Change Energy's current offer at the time of the applicable qualified referral's enrollment with 4Change Energy. The Visa® gift card amount 4Change Energy is offering may be changed by 4Change Energy at any time prior to enrollment of a qualified referral without notice to you or your referrals. The Refer-a-Friend Program page on 4Change Energy's website will contain up-to-date information regarding 4Change Energy's then current offered Visa® gift card amount. From time to time, 4Change Energy may offer limited-time promotions which provide for increased incentive payments. They are subject to change without notice to you by updating the information on the Refer-a-Friend page on 4Change Energy's website.

By participating in the Program, you agree that 4Change Energy shall make the final determination as to whether any referral meets all requirements to be considered a qualified referral. You are solely responsible for any and all tax liabilities arising out of any rewards you are issued.

Referral Program Materials & Endorsements: You agree and acknowledge that 4Change Energy shall provide any marketing information to all potential customers and you shall not act on behalf of them in connection with the education of or the enrollment of potential customers. All Program materials shall be created by 4Change Energy. You shall only distribute Program materials provided directly from 4Change Energy and shall not make any changes to the Program materials.

If you make an endorsement of 4Change Energy, you must clearly and conspicuously disclose the fact that you may receive a referral award for each successful referral. This is required under the FTC Guides Concerning the Use of Endorsements and Testimonials in Advertising and you can be held personally liable for failing to disclose that you may receive an incentive when making an endorsement, or if you make any false statements about 4Change Energy or its services. The personal links and/or referral codes generated by the Program are not transferrable and are intended only for your personal use. You should only refer people whom you know personally. Failure to abide by these requirements may result in immediate termination of your participation in the Program and forfeiture of any of the Program rewards you may have received.

Confidentiality: In connection with your participation in the Program, you may receive confidential and proprietary information from 4Change Energy, including sensitive customer data ("Confidential Information"). You agree to maintain all Confidential Information in strict confidence and agree not to disclose such Confidential Information except as necessary in connection with your participation in the Program. In addition, by participating in the Program, you authorize 4Change Energy to release Confidential Information regarding your account to potential Qualified Referrals as necessary to enroll those customers with 4Change Energy.

No referrer is required to provide potential customer names to 4Change Energy; however, 4Change Energy shall be allowed to collect information on, and communicate with, the referrer's customers for whom an account is opened and that information shall be the property of 4Change Energy.

Independent Contractor Relationship: Your participation in the Program does not authorize you to act on 4Change Energy's, its parent's or their respective affiliates' behalf. Nothing herein is intended or will be construed to constitute or imply a joint venture, employer-employee relationship, partnership or association between you and 4Change Energy, its parent or their respective affiliates. By participating in the Program, you acknowledge that you do so at your own risk and as an independent contractor and that 4Change Energy is not directing how you perform your obligations hereunder.

Trademarks: Other than with respect to materials provided to in connection with your participation in the Program, your status as a participant in the Program does not entitle you to use any trademarks, copyrighted materials, patents, names, logos or other intellectual property owned or licensed by 4Change Energy, its parent or each of their respective affiliates.

Indemnification: By participating in the Program, you agree to and will indemnify and hold 4Change Energy, its parent and each of their respective subsidiaries and affiliates harmless from and against any and all damages, costs, expenses, claims or liabilities of any kind, including third party claims, whether pending or threatened, including without limitation, attorneys' fees and court costs, incurred by any of them arising out of or related to your participation in the Program or breach of these Program Terms.

Warranty Disclaimers; Limitation of Liability: YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. THE PROGRAM IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. NEITHER 4CHANGE ENERGY, ITS PARENT NOR ANY OF THEIR RESPECTIVE AFFILIATES, THROUGH THESE PROGRAM TERMS, MAKES ANY WARRANTY REGARDING THE PROGRAM, AND EACH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL 4CHANGE ENERGY, ITS PARENT OR ANY OF THEIR RESPECTIVE AFFILIATES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA AS A RESULT OF CLAIMS, WHETHER BROUGHT IN CONTRACT OR TORT, ARISING OUT OF OR CONNECTED WITH THESE PROGRAM TERMS OR THE PROGRAM, EVEN IF 4CHANGE ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Amendments: These Program Terms may be altered, changed, modified or assigned by 4Change Energy at any time by providing notice to you. Your participation in the Program at any time after 4Change Energy provides you such notice of changes will constitute your agreement to such changes.

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

General: You may not assign the right to participate in the Program to any other party. 4Change Energy may assign these Program Terms or assign or delegate any of its rights or responsibilities hereunder to independent contractors or other third parties. 4Change Energy shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and executed by an authorized representative of 4Change Energy. No delay or omission by 4Change Energy in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

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