

Website Terms of Use

Introduction

Welcome, we would like to take this opportunity to thank you for visiting the Companion Energy website ("Site"). Companion Energy is referred to in in these terms as "Companion Energy", "we", "us" or "our". Information contained on this Site may refer generally to all Companion Energy activities, or, as the context indicates, to specific jurisdictions or activities.

The trademarks, service marks, trade names, logos and other indications of origin displayed within the Companion Energy Site are owned by Companion Energy or a third party who has granted Companion Energy a right to use them.

By using the Companion Energy Site, you represent that you agree with these Terms of Use and Companion Energy's Privacy Policy (our "Privacy Policy") found elsewhere on the Companion Energy Site. If you do not agree with anything found in either these Terms of Use or our Privacy Policy, please do not use the Companion Energy Site.

Acknowledgement

You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt of which is hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, your use of the Companion Energy Site and receipt of data, access to materials and information made available through the use of the Companion Energy Site; the possibility of our review, use or display of your Submissions (as defined below in the section labeled "Submissions To The Companion Energy Site"); and the possibility of publicity and promotion from our review, use or display of your Submissions.

Registration and Site Security

Companion Energy uses industry standard encryption technologies when transferring and receiving consumer data exchanged with the Companion Energy Site. Companion Energy service request forms use Secure Sockets Layer encryption technology during data transmission in an effort to protect your communication and maintain your privacy.

Companion Energy does not knowingly reveal any sensitive personal or similar information ("personal information") that is provided by our customers through the Companion Energy Site to any third parties that do not have agreements with us, except when requested to do so by a governmental agency having jurisdiction, or by a court of competent jurisdiction or

other operation of law. We endeavor to keep all personal information provided by customers using our online forms secure, in accordance with legal requirements and practices customarily used in our industry, in an effort to prevent unauthorized use of personal information. Please refer to our Privacy Policy for more details.

By using the Companion Energy Site, you agree to provide and maintain on our records, current and accurate personal information as indicated to you during our registration processes. If you provide any information which is inaccurate or outdated, or if we have reasonable grounds to question the truthfulness of the information provided, we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Companion Energy Site (or any portion thereof).

You also agree to promptly notify us of any unauthorized use of your username, password, other account information or personal information, or any other breach of security that you become aware of involving or relating to any Companion Energy Site. In addition, you agree to properly exit or log off from your account at the end of each session.

YOU ACKNOWLEDGE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES RESULTING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION, AND THAT WE EXPRESSLY DISCLAIM ALL LIABILITY FOR SUCH LOSSES OR DAMAGES.

Restrictions of Use and Ownership of Intellectual Property

The Companion Energy Site is for your personal non-commercial use only. You may not use the Companion Energy Site for commercial purposes or in any way that is unlawful, or harms us or any other person or entity, as determined in our sole discretion. All information, content and materials contained on the Companion Energy Site and any intellectual property rights embodied therein are the property of Companion Energy or its licensors and is protected under U.S. and International Copyright Law, trade dress laws and other applicable laws. None of the information, content or material from the Companion Energy Site including, without limitation, any logo, graphic, sound or image, website design and layout or any internet site owned, operated, licensed, or controlled by us may be copied, reproduced, imitated, republished, sold, broadcast, stored, uploaded, posted, transmitted or distributed in any way without our express written permission. The use of any information, content or materials on the Companion Energy Site or computer environment without our express written permission (which may be withheld for any reason) is strictly prohibited by us and by law, and may result in severe civil and criminal penalties.

We respect the intellectual property of others. If you believe that any element of the Companion Energy Site is using your work in a way that constitutes copyright infringement please contact us as described below.

Via mail to:

Companion Energy
Attn: Legal Department (Copyrights)
601 Travis Street, Suite 1400
Houston, Texas 77002

Copyright notices must include the following information

- A physical or electronic signature indicating you are the copyright owner or are authorized to act on behalf of the copyright owner;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Companion Energy Site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Companion Energy Site Rules

By using the Companion Energy Site, you make the following representations and agree to abide by the following rules (without limitation of other provisions of these Terms of Use and applicable law):

- You will not submit or transmit any information or material that: (a) is defamatory, abusive, harassing, insulting, threatening, or that could be deemed to be an invasion of another's right to privacy; (b) is offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; (d) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them; (e) infringes or violates any right of a third party or any domestic or international law, rule or regulation including, but not limited to: (i) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (ii) right of privacy (specifically, you

must not distribute another person's personal information of any kind without their express permission) or publicity rights; or (iii) any confidentiality obligation; or (f) does not comply with all terms and conditions applicable to Submissions.

- You own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to use, and to authorize us to use, distribute or otherwise exploit in all manners permitted by these Terms of Use (including, without limitation, Submissions), and you authorize us to so use, distribute or otherwise exploit, all copyrights, trademarks, patents, trade secrets, privacy and publicity rights (including, without limitation, names, likenesses and voices) and/or other proprietary rights contained in any user content, information or materials that you submit, post, upload, distribute or otherwise make available or transmit.
- You will not submit or transmit any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the Companion Energy Site or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Companion Energy Site.
- You will not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity including, without limitation, using another person's username, password or other account information or personal information, or another person's name, likeness, voice, image or photograph.
- You will not delete any legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify.
- You will not submit or transmit any information or communication that is in violation of these Terms of Use.
- You will not engage in (or attempt to engage in) any type of criminal activity within the Companion Energy Site.

We cannot and do not assure that other users are or will be in compliance with the Companion Energy Site rules or any other provisions of these Terms of Use, and, as between you and Companion Energy, you hereby assume all risk of harm or injury resulting from any other person's lack of compliance which causes you harm.

To the extent that any feature on a Companion Energy Site requires you to submit your e-mail address in order to send an e-mail or message, you must, and you hereby agree to, furnish your actual e-mail address, as applicable.

Any business use, "re-mailing," or other high-volume application is strictly prohibited. You are not permitted to "spam" or send e-mails or messages using an automated program. E-mails and mobile messages may not contain inappropriate language or images or copyrighted material (without the consent of the copyright holder) or encourage illegal activity. We reserve the right not to deliver e-mails messages that violate these guidelines.

Submissions to the Companion Energy Site

While we welcome comments and suggestions from our customers, it is Companion Energy's policy not to accept or consider unsolicited suggestions, ideas, or materials. The purpose of this Companion Energy policy is to avoid the possibility of misunderstandings when projects developed by Companion Energy may seem to others to be a product of their own creative work. We emphasize, please do not send us any unsolicited materials including, but not limited to, pitches, ideas, concepts, suggestions, photographs, drawings, videos, audiovisual works, and/or other similar materials (collectively, "Unsolicited Materials").

If, despite our warnings, you send Companion Energy any Unsolicited Materials, by sending such Unsolicited Materials you will be deemed to have granted and assigned to us all right, title and interest in and to such Unsolicited Materials, including without limitation any ideas, methods and inventions contained therein, and Companion Energy and its affiliates, shall be entitled to use such Unsolicited Materials for any purpose whatsoever, commercial or otherwise, without compensation to you. If there is any doubt or ambiguity about whether there has been an actual submission of Unsolicited Materials, such materials shall be collectively and conclusively deemed to be a "Submission" for purposes of these Terms of Use.

By submitting Unsolicited Materials to Companion Energy, you hereby appoint Companion Energy as your agent with the power to enter into and execute any contract, document, and/or do any act that Companion Energy considers appropriate to confirm the grant of rights, consents, agreements, assignments and waivers set forth in these Terms of Use.

You agree that any Unsolicited Materials you submit are not being provided in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and Companion Energy in any way. To the extent any "moral rights," "ancillary rights," or similar rights in or to the Unsolicited Materials exist and are not exclusively owned by Companion Energy, you agree not to enforce any such rights against Companion Energy or our licensees, distributors, agents, representatives and other authorized users.

Third Party Sites

You acknowledge that when visiting the Companion Energy Site, you may be directed to other web sites not under the control of Companion Energy. For example, if you click on an advertisement, pop-up, or search result, that click may take you off the Companion Energy Site. You acknowledge that when you click on a link which directs you to a site other than the Companion Energy Site, your arrival site will not be controlled by Companion Energy and any terms of use or policies associated with such site may apply. You also acknowledge that Companion Energy will not be responsible for your use, content and terms of use of any such web sites.

We make no representations concerning the content of sites listed in any of our directories. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material contained in sites listed in our search results or otherwise linked to a Companion Energy Site. However, if you believe that a third-party site accessed from the Companion Energy Site is using your work in a way that constitutes copyright infringement please contact us as described in the "Restrictions of Use and Ownership of Intellectual Property" section above.

Safe Harbor Statement Under the Private Securities Litigation Reform Act of 1995

The statements contained in this Site, which are not historical facts, may be deemed to contain forward-looking statements, including, but not limited to, deployment, scalability and integration of the Companion Energy network in new and existing markets and the timing and breadth of coverage in each market. Actual results may differ materially from those anticipated in any forward-looking statements as a result of certain risks and uncertainties, including, without limitation, the Companion Energy dependence on strategic third parties to market and resell its services, intense competition for service offerings, dependence on growth in demand for electrical services, availability of electrical services space, ability to manage and scale operations, and other risks and uncertainties. Companion Energy disclaims any obligation to update information contained in any forward-looking statement.

Disclaimer; Limitation of Liability

COMPANION ENERGY DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULT THAT YOU MAY OBTAIN USING THE COMPANION ENERGY SITE OR THE INFORMATION, CONTENT AND MATERIALS CONTAINED ON THE COMPANION ENERGY SITE. THE INFORMATION, CONTENT AND MATERIALS ON THE COMPANION ENERGY SITE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING

WITHOUT ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND INCLUDING, WITHOUT LIMITATION AS TO ANY PRESENT OR FUTURE EXISTENCE OR FUNCTIONALITY OF ANY PROCESS OR APPLICATION. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN INFORMATION, CONTENT AND MATERIALS ON THE COMPANION ENERGY SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY COMPANION ENERGY SITE OR THE SERVERS THAT MAKE SUCH INFORMATION, CONTENT AND MATERIALS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE LIABILITY FOR THE SELECTION AND USE OF THE COMPANION ENERGY SITE, AND COMPANION ENERGY SHALL HAVE NO LIABILITY FOR ANY ERRORS, MALFUNCTIONS, DEFECTS, OR LOSS OF DATA RESULTING FROM OR RELATED TO YOUR USE OF THE COMPANION ENERGY SITE. YOU ACKNOWLEDGE THAT THIS DISCLAIMER SHALL SURVIVE THE TERMINATION OF YOUR USE OF THE COMPANION ENERGY SITE OR COMPANION ENERGY'S TERMINATION OF THESE TERMS OF USE.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, COMPANION ENERGY'S OWN NEGLIGENCE, SHALL COMPANION ENERGY, OUR LICENSORS, LICENSEES, DISTRIBUTORS, AGENTS, REPRESENTATIVES AND OTHER AUTHORIZED USERS, AND EACH OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS, AND ALL OF THE FOREGOING ENTITIES' RESPECTIVE OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ASSIGNS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, ANY COMPANION ENERGY SITE OR CONTENT, MATERIALS OR FUNCTIONS ON ANY SUCH SITE, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF A COMPANION ENERGY SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$100 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE COMPANION ENERGY SITE. THIS PROVISION SHALL SURVIVE THE TERMINATION OF YOUR USE OF THE COMPANION ENERGY SITES OR COMPANION ENERGY'S TERMINATION OF THESE TERMS OF USE.

MOREOVER, UNDER NO CIRCUMSTANCES SHALL COMPANION ENERGY OUR LICENSORS

AND LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, EQUIPMENT AND TECHNICAL FAILURES, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, STRIKES, LABOR DISPUTES, RIOTS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, NATURAL DISASTERS, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR ANY REASONS BEYOND THE REASONABLE CONTROL OF US OR OUR LICENSORS AND LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS. THIS PROVISION SHALL SURVIVE THE TERMINATION OF YOUR USE OF THE COMPANION ENERGY SITES OR COMPANION ENERGY'S TERMINATION OF THESE TERMS OF USE.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT NEITHER COMPANION ENERGY, OUR LICENSORS AND LICENSEES, NOR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS ARE RESPONSIBLE OR LIABLE FOR (A) ANY INCOMPATIBILITY BETWEEN THE COMPANION ENERGY SITE AND ANY WEBSITE, SERVICE, SOFTWARE OR HARDWARE OR (B) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE WITH ANY TRANSMISSIONS OR TRANSACTIONS RELATING TO THE COMPANION ENERGY SITE IN AN ACCURATE OR TIMELY MANNER. THIS PROVISION SHALL SURVIVE THE TERMINATION OF YOUR USE OF THE COMPANION ENERGY SITE OR COMPANION ENERGY'S TERMINATION OF THESE TERMS OF USE.

COMPANION ENERGY IS NOT RESPONSIBLE FOR TECHNICAL, HARDWARE OR SOFTWARE FAILURES OF ANY KIND, LOST OR UNAVAILABLE NETWORK CONNECTIONS, OR INCOMPLETE, GARBLED OR DELAYED COMPUTER TRANSMISSIONS. UNDER NO CIRCUMSTANCES WILL COMPANION ENERGY OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES OR INJURY THAT RESULT FROM THE USE OF THE MATERIALS ON THE COMPANION ENERGY SITE. THIS PROVISION SHALL SURVIVE THE TERMINATION OF YOUR USE OF THE COMPANION ENERGY SITE OR COMPANION ENERGY'S TERMINATION OF THESE TERMS OF USE.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR THE EXCLUSION, LIMITATION, OR

DISCLAIMER LIABILITY FOR THE CERTAIN PROVISIONS SET FORTH IN THESE TERMS OF USE, SO SUCH EXCLUSIONS, LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU.

Indemnification

You are entirely responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s). You hereby agree to indemnify, defend, and hold Companion Energy, our licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives and assigns harmless from and against any and all losses, damages, liabilities and costs (including, without limitation, settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the indemnified persons and entities in connection with any claim arising out of any breach by you of these Terms of Use or claims arising from your account(s). You shall use your best efforts to cooperate with Companion Energy, in the defense of any claim. Companion Energy reserves the right, at Companion Energy's own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

Governing Law, Jurisdiction and Venue

You acknowledge and agree that these Terms of Use, and any and all transactions entered into using any Companion Energy, Site, shall be governed by the laws of the State of Texas without regard to its choice of law provisions. By utilizing any Companion Energy Site, you further acknowledge and agree that any dispute or claim resulting from use of any Companion Energy Site or the content thereof shall be subject to the exclusive jurisdiction of the state and federal courts located in Harris County, Texas; that you submit to the exclusive jurisdiction of such courts with regard to any such dispute or claim; and that you waive any and all objections to the exclusive jurisdiction of such courts. If a provision of these Terms of Use is held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. Further, all terms and conditions of these Terms of Use shall be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to reform any and all terms or conditions to give them such effect. This provision shall survive the termination of your use of the Companion Energy Site or Companion Energy's termination of these Terms of Use.

No Partnership

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Companion Energy as a result of your use of the Companion Energy Site or these Terms of Use.

Changes to Terms of Use and the Companion Energy Site

Although we use reasonable efforts to keep the Companion Energy Site accurate and up to date, it may contain typographical and display errors, inaccuracies or omissions and may not be complete or current. COMPANION ENERGY SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR SUCH ERRORS, INACCURACIES OR OMISSIONS, INCLUDING BUT NOT LIMITED TO AS THEY MAY RELATE TO PRICING AND TERMS.

WE RESERVE THE RIGHT TO CORRECT ERRORS ON THE SITE, TO CHANGE OR UPDATE THE SITE WITHOUT NOTICE, AND TO CANCEL OR REFUSE TO ACCEPT ANY ENROLLMENT PLACED THROUGH THE SITE BASED ON INCORRECT PRICING, TERMS OR OTHER INFORMATION AT ANY TIME, INCLUDING AFTER YOUR RECEIPT OF AN ENROLLMENT CONFIRMATION.

WE RESERVE THE RIGHT TO MODIFY OR CHANGE THE COMPANION ENERGY SITE INCLUDING WITHOUT LIMITATION ANY OF THE CONTENT, INFORMATION OR MATERIALS APPEARING ON OR AVAILABLE THROUGH THE COMPANION ENERGY SITE FOR ANY REASON WHATSOEVER AND WITHOUT PRIOR NOTICE TO YOU.

WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR DELETE PORTIONS OF THESE TERMS OF USE AT ANY TIME WITHOUT NOTICE, AND IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS OF USE FOR ANY CHANGES. YOUR USE OF THE COMPANION ENERGY SITE FOLLOWING ANY AMENDMENT OF THESE TERMS OF USE WILL SIGNIFY AND CONSTITUTE YOUR ASSENT TO AND ACCEPTANCE OF SUCH REVISED TERMS OF USE.

Termination

These Terms of Use are effective until terminated by us for any reason in our sole and absolute discretion. You may terminate these Terms of Use at any time by discontinuing use of the Companion Energy Site and destroying all materials obtained from any and all such websites and all related documentation and all copies and installations thereof, whether made under these Terms of Use or otherwise. In the event that you terminate these Terms of Use, you agree to notify us of such termination by sending notice of such

termination by certified United States mail, postage
pre-paid to:
Companion Energy
Attn: Customer Care
601 Travis Street, Suite 1400
Houston, Texas 77002

We may immediately terminate these Terms of Use with respect to you (including your access to the Companion Energy Site) without cause and without notice to you in our sole discretion. Upon termination, you must cease use of the Companion Energy Site and destroy all materials obtained from such sites and all copies thereof, whether made under these terms of use or otherwise.

We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of users who are repeat infringers of copyright.

The provisions of these Terms of Use, which by their nature should survive the termination of these Terms of Use, shall so survive such termination.

Last updated August 18, 2025

© 2025 Retail Energy Solutions, LLC dba Companion Energy