

Reliable Energy, Inc./Reliable Choice Energy LLC

Terms of Use

Please read the following terms of use carefully before using this website or other services that we provide. Reliable Choice Energy offers you a wide range of content and information about our products and services (“Materials”) via this website (www.ReliableEnergy.com; www.ReliableChoiceEnergy.com) (“Site”). By using our Site, you are agreeing to accept and comply with the terms and conditions of use as stated below (“Terms of Use”). IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THE SITE.

These Terms of Use, together with our Privacy Policy and any additional terms which might apply to certain products or services offered, from time to time, by or through our Site, govern your use of the Site and any services provided or made available through the Site, including, without limitation, a platform for submitting an offer to buy a product, delivering search results for products and services offered by third-parties, price comparison, reviews, online tracking of your offer to vendors or other services (collectively, the “Service”).

We may, from time to time, modify or amend these Terms of Use pursuant to the terms set forth herein. Any revised version of the Terms of Use will be posted on the Site and the revised Terms of Use will govern your future use of our Site and Service, so you should return to our Site periodically to review these Terms of Use. If you do not agree to the revised version, you must immediately stop using our Site and Service.

1. Access or Use of Our Site and/or Service

1. To access or use some content or features of our Site or Service, you may choose to provide us certain information, we may require you to provide certain information, or require that you establish an account with us through registration. Your access to certain content or features may be limited if you are not 18 years of age or older, or the legal age in your jurisdiction to form a legally binding agreement, or for other reasons.
2. Whenever you submit information to us, you agree to provide true, accurate and complete information and agree to, if the option is available, promptly update the information if there have been changes to the information you provided.
3. Access to Password Protected or Secured Accounts. We may also impose restrictions on your ability to establish an account (e.g., age limits, restrict business entities from setting up accounts, limitations on the number of accounts, etc.). When registering an account, you may need to select a

username ("ID") and password. Access to and use of current or future password protected or secured areas of this Site is restricted to authorized users only. You will be asked to provide accurate and current information on all registration forms on this Site. You are solely responsible for maintaining the confidentiality of any ID and/or password you choose to access this Site as well as any activity that may occur under your ID/password, including creation of any account information. You agree not to misuse or share your ID or password, misrepresent your identity or your affiliation with an entity, impersonate any person or entity, or misstate the origin of any Materials you are exposed to through this Site. Furthermore, your access and use of the secured areas of this Site may be governed by additional special terms of use provisions and you are strongly advised to review such terms prior to accessing or using those secured areas. If you violate your obligations under this section, you may be subject to criminal prosecution or civil damages. You are responsible for keeping your ID and password, and other account information, confidential and are fully responsible for all activities that occur under your account, whether or not you authorized such activities. You agree to notify us immediately of any breach of security or unauthorized use of your account or ID and password by contacting us via our contact form.

2. Limitation, Suspension or Termination; Monitoring

1. We may, in our sole discretion, temporarily or permanently change, limit, suspend or terminate your access to our Site or Service (including any Site Content or User Content (as such terms are defined below)) without prior notice. We may do so based on changes to our business practices (e.g., eliminating a Service, etc.), if you violate the letter and spirit of these Terms of Use, or for any other lawful reason. You agree that we are not liable to you or any third party for any such action.
2. Any limitation, suspension or termination we may impose shall not alter your obligations under these Terms of Use. The provisions of these Terms of Use which by their nature should survive any such action on our part shall survive including, but not limited to, the rights and licenses that you have granted to us in your User Content (as such term is defined below) and provisions relating to indemnities, releases, disclaimers, limitations on liability, and the miscellaneous provisions below.
3. Although we are not obligated to do so, we will have the right to review your communications and offers on this Site to determine whether you comply with our Terms of Use. Reliable Choice Energy will not have any liability or

responsibility for the content of any communications or offer you post to or submit through this Site, or for any errors or violations of any laws or regulations by you. We will comply with any court order in disclosing the identity of any person posting communications on this Site. It is advisable that you review our Privacy Statement before posting any such communications. Please note that when you conduct transactions with other vendors or third parties via this Site, you will also be subject to their privacy policies and/or terms and conditions.

3. Acceptable Use

1. Our Site and Service (including, without limitation, Site Content and User Content) are provided for your information and personal, non-commercial use only. When using our Site or Service, you agree to comply with these Terms of Use, and all applicable laws.
2. Except as expressly permitted by these Terms of Use, you may not:
 - a. use our Site or Service in an unlawful or fraudulent manner or for such purposes, to collect personally identifiable information, or to impersonate other users;
 - b. modify our copyright/trademark or other proprietary rights notices, or interfere with the security-related features of our Site or Service (e.g., those that prevent or restrict copying Site Content);
 - c. use our Site or Service in any way to manipulate or distort, or undermine the integrity and accuracy of, any reviews and ratings, or take any action to interfere with, damage, disrupt any part of our Site or Service;
 - d. use our Site or Service to send, receive, upload/post, download, any material which does not comply with our content standards including but not limited to content which is unlawful, harmful, threatening, abusive, libelous, or obscene;
 - e. use our Site or Service to transmit or facilitate the transmission of any unsolicited or unauthorized advertising or promotional material;
 - f. use our Site or Service to transmit any data, or upload to our Site or Service any data, that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware software or telecommunications or other equipment, or to cause a security breach of such software, hardware or telecommunications or other equipment;

- g. decompile, reverse engineer or disassemble any portion of our Site or Service; use any robot, spider, other automatic device or manual process to monitor or copy our web pages or the content contained our Site or Service, or use network-monitoring software to determine architecture of or extract usage data from our Site or Service; or
 - h. engage in any conduct that restricts or inhibits any other user from using or enjoying our Site or Service; or,
 - i. gain unauthorized access to our web site, or any account, computer system, or network connected to this web site, by means such as hacking, password mining or other illicit means.
- 3. You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms of Use.

4. Submitting an Offer to Buy

- 1. As a buyer, all offers you submit through Reliable Choice Energy are firm offers to buy product at the submitted price and for the submitted term. If and when a vendor accepts your offer you have an irrevocable obligation to buy the product at the price and for the term you have submitted. Upon acceptance of your offer by a vendor, the sales transaction will automatically be processed and an acceptance notification confirming the details of the transaction, including a copy of the vendor's terms and conditions of service, will be transmitted to you via e-mail.
- 2. Due to the volatile nature of energy prices, you authorize Reliable Choice Energy to serve as your agent in submitting to potential vendors any offer you have approved and, upon acceptance by a vendor, to execute a purchase contract with that vendor by way of an electronic signature on your behalf. By using Reliable Choice Energy as your agent through this Site, you represent and warrant without reservation that you have the legal right, power, and authority to agree to all terms contained in the electronic records relating to the offer and purchase of the product through this Site, and for Reliable Choice Energy to conduct the transactions as your agent using an electronic signature on your behalf instead of by paper-based documents and signatures. You authorize Reliable Choice Energy to bind you to the terms of the offer and the purchase contract through the use of an electronic signature as defined by the Electronic Signatures in Global and National Commerce Act ("E-Sign") and the Uniform Electronic Transactions Act ("UETA"), and that Reliable Choice Energy may submit an electronic signature as your agent to form, enter into, accept and otherwise authenticate the terms of the offer and purchase documents to

be used through this Site, and that such documents shall be binding on and non-refutable by you as if you signed the document yourself.

3. Notwithstanding the forgoing, you acknowledge and agree that making an offer to purchase product does not guarantee that a vendor will accept your offer. The allowable range of price offers shown on the screen is for informational purposes only and does not constitute a guarantee that your offer will be accepted at any price you submit. Accepting an offer is at the sole discretion of our vendors and Reliable Choice Energy does not have any authority or influence to require vendors to accept your offer.
4. You further acknowledge and agree that the identity of the vendor will be disclosed at the time your offer is accepted. This identity is transmitted to you via email with the acceptance notification.
5. You acknowledge and agree that when placing an offer to buy, you are expressly waiving any cancellation rights that may be afforded to you under the rules governing energy choice programs available to your location(s). All other details and terms relating to returns and/or cancellation of service must be worked out between you and the vendor that sold you the product. Reliable Choice Energy is not responsible for any costs associated with product returns or cancellation.
6. Set forth more fully in our privacy statement, information provided by you during the account set-up and/or order process will be shared with vendors that accept your offers. This includes, but is not limited to, full name, email, telephone number, billing address, billing information, utility account information, shipping address and other information reasonably necessary to consummate a sales transaction.

5. Intellectual Property and Limited Right to Use: © 2020 Reliable Choice Energy. All Rights Reserved.

1. THE UNAUTHORIZED COPYING, DISPLAYING OR OTHER USE OF ANY RELIABLE CHOICE ENERGY CONTENT FROM THIS SITE IS A VIOLATION OF THE LAW. This Site is owned and operated by Reliable Choice Energy. The Materials provided on this Site includes information prepared and/or compiled by Reliable Choice Energy. Unless otherwise specified, all Materials as displayed, configured and provided on this Site are the property of Reliable Choice Energy and are protected by the copyright laws of the United States and, throughout the world by the applicable copyright laws.
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use related to formulating and submitting an offer to buy, provided you keep intact all copyright and other proprietary notices. No Materials published by Reliable Choice Energy on this Site, in whole or in part, may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without prior written permission from Reliable Choice Energy. The use of any such Materials on any other web site or networked computer environment or for any other purpose is strictly prohibited and such unauthorized use may violate copyright, trademark and other similar laws.

3. Our Site, Service, Materials and related content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation and interactive features (collectively, "Site Content") and all intellectual property rights to the same are owned by us, our licensors, or both. Additionally, all trademarks, service marks, trade names and trade dress that may appear on our Site or Service are owned by us, our licensors, or both. Except for the limited use rights granted in these Terms of Use, you shall not acquire any right, title or interest in our Site or Service. Any rights not expressly granted in these Terms of Use are expressly reserved.

6. Vendors and Third Parties

1. Your dealings with vendors or other third parties via our Site or Service, including third party websites accessed via links on our Site, are solely between you and that third party. As such, when you engage in a transaction with a third party or access a third party's website, you do so under their terms and policies, not ours. Complaints, questions and claims related to transactions with any third party should be directed to that third party.
2. We make no warranties regarding and shall not be liable or responsible to you (whether in contract, tort or otherwise) for your use of, the quality or late delivery of the goods or services from any third party or for honoring (or to cause any vendor to honor) any erroneous information regarding the price, description and availability of, or any discounts, offers, promotions and coupons related to any products or service offerings promoted or available through our site or service.

7. Disclaimer of Warranties

1. To the full extent permitted by law, the Site, Reliable Choice Energy's services and all information, content, materials, products (including software) included

on or otherwise made available to you through its services are provided by Reliable Choice Energy on an "AS IS" and "AS AVAILABLE" basis and are not warranted to be, among other things, free of computer viruses and/or free from errors. **You expressly agree that your use of our site and service is at your own risk. Reliable Choice Energy makes no representations or warranties of any kind, express or implied, as to the operation of its site or the information, content materials, products (including software) or services included on its site or otherwise made available to you through its services.**

2. Information available through our Site or Service is for promotional and commercial purposes only. While we make efforts to ensure that information provided by us is accurate, we do not represent or warrant that any User Content or Site Content is accurate, complete or current. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of Site Content, User Content, and other information and opinions expressed through our Site or Service. For instance, prices, ratings and reviews may be informative to some but are not provided as a guarantee or prediction of the level of performance you may experience with the applicable product, service, vendor or other third party. You are solely responsible for any actions or decisions you take based on materials and information available through our Site and Service, and should carry out your own research and investigation as appropriate.
3. Links to Other Sites. The linked sites are not under the control of Reliable Choice Energy and we are not responsible for the content of any linked site or any link contained in a linked site. We reserve the right to terminate any link at any time. We may provide links from this web site to other sites as a convenience to you and in no way should this be interpreted as an endorsement of any company, vendor, content or products to which it links. If you decide to access any of the third party sites linked to this web site, you do this entirely at your own risk. RELIABLE CHOICE ENERGY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, TO ANY SUCH LINKED SITES, INCLUDING BUT NOT LIMITED TO ANY TERMS AS TO THE ACCURACY, OWNERSHIP, VALIDITY OR LEGALITY OF ANY CONTENT OF A LINKED SITE.

8. Limitation of Liability

1. **Under no circumstances shall Reliable Choice Energy or its officers, directors, employees, parents, partners, successors, agents, distributions partners, affiliates, subsidiaries or their related**

companies be liable for indirect, incidental, special, consequential or exemplary damages (even if Reliable Choice Energy has been advised of the possibility of such damages), arising out of, related to, or in any way connected with our site, service, these terms of use or the privacy policy. Your sole remedy for dissatisfaction with our site or service including, without limitation, Reliable Choice Energy content, is to stop using our site and service. This limitation shall also apply with respect to damages incurred by reason of services or products, information, advice, information or advertising received through or in connection with our site or service or any links provided via either. These limitations shall apply to the fullest extent permitted by Law.

2. Regardless of any information you have received to the contrary, in no event shall our cumulative liability or that of our officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries and their related companies exceed \$100. You agree that this is a fair limitation based upon the manner and cost by which our site or service are provided to you, and taking into account your ability to use alternative resources providing information similar to that of our site or service. Furthermore, you agree that any cause of action arising out of, related to, or in any way connected with our site, service or these terms of use must commence within one (1) year after the cause of action accrues. Causes of action brought outside this time period are waived.
3. In some jurisdictions limitations of liability are not permitted and, therefore, some of the above limits may not apply in all instances.

9. Indemnification

1. You agree to defend indemnify and hold harmless us and our officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of or related to: (i) your access to or use of our Site or Service; (ii) your User Content; (iii) any actual or alleged violation or breach by you of these Terms of Use (or any Additional Terms (as such term is defined below)); (iv) any actual or alleged breach of any representation, warranty or covenant that you have made to us; and/or (v) your acts or omissions. You agree to fully cooperate with us in the defense of any claim that is the subject of your obligations hereunder.

10. Governing Law; Jurisdiction

1. These Terms of Use shall be construed in accordance with the laws of the State of Michigan without regard to its conflict of laws rules.
2. Any claim or dispute between you and us that arises in whole or in part from your use of the Service or the Site shall be decided exclusively by a court of competent jurisdiction located in Grand Rapids, Michigan, and you hereby consent to, and irrevocably waive all defenses of lack of personal jurisdiction and forum non convenient with respect to venue and jurisdiction in the courts of Michigan.
3. If there is a dispute between you and anyone accessing our Site or Service, or you and any third party in connection with our Site or Service, you understand and agree that we are under no obligation to become involved. In such instances, you hereby release Reliable Choice Energy and its officers, directors, employees, parents, partners, successors, agents, affiliates, subsidiaries and their related companies from any and all claims, demands and damages of every kind or nature arising out of, relating to or in any way connected with such dispute.
4. To the extent allowed by law, we each waive any right to pursue disputes on a class-wide basis; that is, to either join a claim with the claim of any other person or entity, or assert a claim in a representative capacity on behalf of anyone else in any lawsuit, arbitration or other proceeding.
5. To the extent allowed by law, we each waive any right to trial by jury in any lawsuit, arbitration or other proceeding.

11. Copyright Infringement

1. We may remove or disable, in our sole discretion, access to material on the Site or hosted on our systems that may be infringing third parties rights (including, without limitation, copyright of others).
2. You may notify that copyrighted material has allegedly been infringed and matters other than informing Reliable Choice Energy that copyrighted material may have been infringed and include in your notice details such as: 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 Site, including a link or screenshot of the webpage containing the infringing material (if applicable); 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 signature of the person authorized to act on behalf of the owner of the copyright interest; 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; and any additional information as shall be required by Reliable Choice Energy

12. User Content

1. We may now or in the future permit you to post, upload, transmit through or otherwise provide through our Site or Service (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information (e.g., your name, e-mail address, etc.) and other content (collectively "User Content"). For example, any comment, rating or review of a product or a vendor that you post through our Site or Service is your User Content.
2. Standards. You agree not to submit any User Content protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right without the express permission of the owner of the respective right. You are solely liable for any damage resulting from your failure to obtain such permission or from any other harm resulting from your User Content. Furthermore, you represent and warrant that your User Content:
 - a. will be, in the context of reviews and ratings, based upon an actual shopping experience with the relevant vendor or third party, accurate (where facts are stated), reflect opinions genuinely held by you, and comply with all applicable laws;
 - b. will be truthful, non-misleading and non-deceptive;
 - c. will not contain any material which is tortious (e.g., defames or invades the privacy of any person, etc.), obscene, offensive, hateful or inflammatory;
 - d. will not promote sexually explicit material or violence, or promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - e. does not breach any legal duty you owe to a third party, such as a contractual duty or a duty of confidence;
 - f. will not be threatening, abuse or invade another's privacy, or provided with an intent to harass, upset or embarrass any other person;
 - g. will not be provided with an intent to impersonate any person, to misrepresent your identity or affiliation with any person, or to falsely give the impression that your User Content comes from someone else;or

- h. will not advocate, promote or assist any unlawful act (e.g., criminal acts, copyright infringement, computer misuse, etc.).
- 3. We may monitor, edit or remove any User Content for violation of the letter or spirit of these terms, or for any other lawful reason. However, we have no obligation to look for, edit or remove (except for removal of content pursuant to these Terms of Use) any User Content for any reason including, without limitation, violation of these terms.
- 4. Grant of Rights. We do not claim ownership to your User Content. However, by submitting User Content, you automatically grant, or warrant that the owner has expressly granted, to us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully sub-licensable and transferable right and license to use, reproduce, distribute, create derivative works based upon (e.g., translations, etc.), publicly display/perform, transmit and publish the User Content (in whole or in part) as we, in our sole discretion, deem appropriate in connection with our business and operations. Notwithstanding the foregoing, you waive any and all claims you may now or later have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the User Content.
- 5. By submitting User Content, you also grant us the right, but not the obligation, to use your biographical or other information about you including, without limitation, all or some of your name, alias, nickname and geographical location in connection with broadcast, print, online, or other use or publication of your User Content consistent with the license granted in the previous paragraph. Without limiting the rights granted in the foregoing paragraphs, and for avoidance of doubt, we reserve the right to display advertisements in connection with your User Content, to use your User Content for advertising and promotional purposes, and provide third-parties your User Content. You acknowledge and agree that your User Content may be included on the websites and advertising networks of our distribution partners and third-party service providers (including their downstream users).

13. Amendment

- 1. We are constantly updating our Site and Services to provide better options and features, or for other reasons. In certain instances it may be necessary to update or modify our Terms of Use to reflect these and other changes (e.g., to reflect updates to our practices and policies). We also may, in some instances, need to provide you with operating rules or additional terms that govern your use of parts of our Site or any Service ("Additional Terms"). Accordingly, you agree that we may at any time provide you with Additional Terms, or update

or modify these Terms of Use, as appropriate or necessary. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

2. Modifications to these Terms of Use or any Additional Terms will be effective upon: (a) notice, either by posting on our Site or by email notification; and (b) your subsequent use of our Site or Service. It is your responsibility to review the Terms of Use and the Site from time to time for any changes or Additional Terms. Your access and continued use of our Site or Service following any modification of these Terms of Use or the provision of Additional Terms will signify your consent to and acceptance of the same. If you object to any revision to the Terms of Use or to any Additional Terms, immediately discontinue use of our Site and Service and, if applicable, terminate your account.

14. Miscellaneous

1. No waiver by either of us of any breach or default under these Terms of Use shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used in these Terms of Use are for convenience only and shall not be given any legal import.
2. Except where specifically stated otherwise, if any part of these Terms of Use are deemed unlawful or unenforceable for any reason, it is agreed that part of the Terms of Use shall be stricken and that the remaining terms in the Terms of Use shall not be affected and shall remain in force and effect.
3. You may not assign these Terms of Use or any of your rights or obligations hereunder, in whole or in part, without our prior written consent.
4. These Terms of Use (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement and supersede all previous written or oral agreements between you and Reliable Choice Energy in connection with the Site and Service.

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