



Terms of Service

This site and terms of service is offered to you conditioned on your acceptance without modification of the terms, conditions and notices contained herein. Your use of this site constitutes your agreement to all such terms, conditions, and notices. This site is powered and operated by Power Mojo, LLC ("Power Mojo", "we" or "us"). You must be 18 years of age or older to use this site. You may browse parts of our website without creating an account, however, if you would like to use Power Mojo's Service, you will need to subscribe as a Member.

Power Mojo is a service of Power Mojo, LLC, that, among other things, allows Members to locate, evaluate, and enroll in energy services through third party providers. Power Mojo is a membership service which provides its members ("Members") our technology-based concierge energy shopping, carbon management advice and comprehensive customer portal, more information is described below under Retail Electric Providers and Our Services. By using the Service, you accept the terms of this Agreement, Agency Authorization and Privacy Policy. Power Mojo reserves the right to modify these terms and may provide notice of any changes as described below. These Terms of Service apply to all visitors, users, Members, and others who access or use the Service. This is a legally binding agreement between you and Power Mojo.

Power Mojo operates solely as a licensed or certified broker by providing prospective buyers access to pre-screened energy offers that meet certain proprietary conditions in those states that require it, including but not limited to Texas. You are not permitted to use the Service unless you have successfully subscribed to be a Member of the Service ("Member"). Power Mojo is not affiliated with any Retail Electric Provider, however from time-to-time Power Mojo will have strategic relationships with REPs to provide custom pricing and other services to benefit the member.

The Service is only available to Members to assist in the purchase of energy. Additionally, optional related services may be purchased. The price and other terms remain subject to service agreements between the buying Member and the third-party provider. Power Mojo cannot guarantee the rates and/or services provided by the third-party vendor. Enrollments and contracts with energy providers are between the energy provider and the Member. Power Mojo is not a party to such contracts and shall have no liability or responsibility to you or the energy provider, including with respect to any disputes arising out of the contract between the Member and the energy provider, such as disputes related to the parties have fully performed their obligations thereunder or whether a contract has been validly entered into or concluded.

Power Mojo has the right to cancel or suspend a Member's account at any time and without notice upon a breach, violation or non-compliance of this Agreement or any other policies, terms of use, or agreements of Power Mojo. Notwithstanding the foregoing, under no circumstances shall Power Mojo be required to issue refunds hereunder.

Each energy transaction shall be consummated directly between the Member and third-party provider.



Copyright and Trademark Notices

The materials, content, data, logos, and information provided to or made available through the Service are the property of Power Mojo or its licensors, and are protected by U.S. copyright laws, other copyright laws, and international conventions. Except as explicitly provided for in this Agreement, you may not distribute, transmit, display, reproduce, modify, create derivative works from, or otherwise exploit any of the materials available through the Service.

Power Mojo and the names of other products and services referred to through the Service are the trademarks of Power Mojo, and their respective owners. You may not use any trademark or service mark appearing through the Service without the prior written consent of the owner of the mark.

Contact Information

Telephone: (832) 632-8360

Business Hours: Monday – Friday, (excluding Weekends & public Holidays) 8:00 am – 5:00 pm central time

Website: www.PowerMojo.com

Email: mymojo@PowerMojo.com

Mailing Address: 10210 Grogans Mill Road, Suite 140, The Woodlands, TX 77380

PUCT Broker Number: 210215

Membership

The use of the Power Mojo site requires a Power Mojo Membership subscription. We currently offer two options: Monthly and Annual subscriptions. A subscription fee is assessed for each meter (premise).

- Our monthly subscription will equal monthly recurring payments, charged upon enrollment. Your subscription will automatically renew on the specific date you enrolled for our services, at the same fee amount, unless we notify you of a fee change 30 days in advance.
- Our annual subscription with a single annual payment for one year, charged upon enrollment.

Power Mojo reserves the right to increase fees with 30 days advance notice to the Member, except the annual fee which remain the same until the annual renewal date unless we notify you of a fee increase 30 days prior to your annual renewal date.

Your membership will automatically renew on a monthly or yearly basis based on your billing preference until you cancel your membership without penalty by contacting us at mymojo@PowerMojo.com or by phone (832) 632-8360 during normal business hours.

Monthly Power Mojo subscriptions may not be transferred to another meter or Member.

Although we strive to make the Power Mojo service available as much as possible, there may be periods of downtime (such as scheduled maintenance, software updates, or events outside of our reasonable control).

Multi-Premise Discount

In some cases, we may offer a discounted Power Mojo Membership subscription when you have more than one meter on the same account. You may contact customer service at mymojo@PowerMojo.com for more



information. Power Mojo reserves the right, in its sole discretion with or without prior notice, to do any one or more of the following: (i) limit the available quantity of or discontinue the service or any product or service; (ii) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotions; or (iii) refuse to provide any user with any product or service.

Some restrictions may apply to the multi-premise discount.

Payment Terms

When you provide Power Mojo your credit/debit card information, you represent that you are the authorized user of the card and authorize Power Mojo to charge you the applicable annual fee or the monthly fee up front. You agree to notify us of any changes to the relevant account number, expiration date, CVV and billing address, or if the card expires or is canceled. You agree that we may receive updated credit card information (such as a new expiration date) from your card issuer.

We will charge your monthly recurring fee to the credit/debit card on file on each billing date for your Power Mojo Member subscription. You are responsible for reviewing your credit/debit card statement for billing accuracy.

Unless notified by Power Mojo, your subscription will automatically renew on your specific date based on when you signed up for our Member at the same fee, and you authorize us to automatically charge the subscription fee to your credit/debit card each billing date until you cancel your subscription 30 days prior to the auto-renewal by contacting Power Mojo at mymojo@PowerMojo.com. Subscription fees paid prior to cancellation are nonrefundable or pro-rated.

By subscribing to the Power Mojo service, you authorize us to charge the applicable subscription fees (and any other applicable fees, such as late fees) to the card on file.

If your credit/debit card reaches its expiration date and you have not updated your payment information with us or cancelled your Membership, you authorize us to continue billing your card and you will remain responsible for any uncollected amounts.

Each charge on the applicable billing date applies to the subscription period immediately following the billing date

All prices on PowerMojo.com are listed in U.S. Dollars.

We reserve the right to increase the monthly subscription fee for Power Mojo subscribers paying month-to-month with no commitment, but we will notify you 30 days in advance. If you do not accept the new fees, you should terminate your subscription before the new fees go into effect.

We reserve the right to suspend or terminate your subscription to the service without notice if your credit card is rejected or if your card issuer seeks the return of payments previously made to us. You agree to pay (i) any outstanding balance in full within 30 days of cancellation of your subscription, and (ii) a late charge on all amounts more than 30 days past due. The late charge will be 1.5% of the past due amount or the highest rate allowed by law (whichever is less) per month. Such rights are in addition to and not in lieu of any other legal right or remedies available to Power Mojo.



We also reserve the right to refer your account to a third party for collection to pursue unpaid amounts, and you will remain liable to us for all unpaid charges and all the costs we incur to collect those charges (such as collection agency fees). You acknowledge and agree that in the event a third-party payment processor experiences a data breach that affects your financial information, Power Mojo will in no way be responsible or liable to you for any such breach.

General

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this agreement or use of this site. Nothing contained in this site shall be construed to prevent us from complying with law enforcement requests or requirements relating to your use of this site or information provided to or gathered by us with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the agreement shall continue in effect. This agreement constitutes the entire agreement between you and us with respect to your use of this site. A printed version of this agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Fictitious names of companies, products, people, characters and/or data mentioned herein are not intended to represent any real individual, company, product, or event. Any rights not expressly granted herein are reserved.

Use of Our Services

Whenever you order or purchase a service or product through this site you are warranting to us and the applicable service provider that you are at least 18 years of age and possess the legal authority to enter into the transactions made available through this site and will use this service in accordance with all terms and conditions herein and as set forth in this site. You agree that you have provided accurate, current, and complete information about yourself and maintain and promptly update such information to keep it accurate, current, and complete. Power Mojo collects information through voluntary submissions: through our website, you can request product, service information and enroll for Member subscription. In addition, we collect your personal information required to enroll you with an energy provider. The types of personally identifiable information that we may collect for such purposes include but are not limited to: (a) your name, contact information, username, password, and other registration information; (b) transaction-related and financial information, such as when you make purchases or respond to any offers; (c) information you provide about your current energy services or about your energy usage; (d) Rep/Utility account number; (e) date of birth, social security number, and driver license number in order to enroll you with a third party energy provider; and (f) information you provide to us when you contact us. You agree to be financially responsible for your use of and all transactions made in connection with services and products ordered or purchased through this site. Without limitation, any speculative, false, or fraudulent purchase, order, reservation, or notification to any service provider through this site is prohibited. You agree that you will be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the purchases and orders you make through this site.



Communication

In connection with your use of the Service, Power Mojo is permitted to send you communications by email or text, including service announcements, administrative messages, and other information applicable to your membership and electricity service.

We may occasionally provide communications on relevant industry information, frequently asked questions, and best practice tips as an addition to your service. You may opt-out of those communications, which are provided as a convenience.

Power Mojo may also record its phone conversations and text chats with you for quality control, training purposes, and resolution of disputes. Anyone who has authorization to use your account may likewise be recorded. You agree that none of this obligates Power Mojo to record any communication with you, and you acknowledge that some communications will not be recorded or be available to be retrieved.

Liability Disclaimer

IF YOU RELY ON THE SERVICE, OR ANY INFORMATION, PRODUCT OR SERVICE AVAILABLE THROUGH THE SERVICE, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS, INACCURACIES, AND/OR OTHER PROBLEMS WITH THE INFORMATION, PRODUCTS, AND SERVICES PUBLISHED ON OR PROMOTED OVER THE SERVICE. THE SERVICE AND THE WEBSITE ARE PROVIDED TO YOU "AS IS." POWER MOJO AND ITS AFFILIATES, AGENTS AND LICENSORS, CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AVAILABLE THROUGH THE SERVICE (OR ANY INFORMATION, GOODS OR SERVICES THAT ARE REFERRED TO, ADVERTISED OR PROMOTED ON, OR SOLD THROUGH THE SERVICE). NOR DOES POWER MOJO, ITS AFFILIATES, AGENTS AND LICENSORS GUARANTEE THAT THE SERVICE WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. POWER MOJO AND ITS AFFILIATES, AGENTS OR LICENSORS WILL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS OR JUDGMENTS ARISING OUT OF OR RELATED TO ANY CONTENT POSTED TO THE SERVICE BY YOU OR ANY OTHER THIRD PARTY.

UNDER NO CIRCUMSTANCES WILL POWER MOJO OR ITS AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES, COSTS, EXPENSES, FEES OR LIABILITIES ARISING OUT OF YOUR USE OF THE SERVICE OR ANY PRODUCT OR SERVICE LINKED TO FROM OR ADVERTISED OR PROMOTED ON THE SERVICE, INCLUDING, WITHOUT LIMITATION, DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA), EVEN IF POWER MOJO IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH CASES, POWER MOJO'S LIABILITY IS LIMITED TO THE MEMBERSHIP FEES YOU PAID DURING THE PERIOD OF YOUR ENERGY SERVICES CONTRACT. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS POWER MOJO, ITS EMPLOYEES, OWNERS, REPRESENTATIVES, AND LICENSEES AGAINST ANY AND ALL CLAIMS, OF WHATEVER NATURE, THAT ARISE OUT OF YOUR USE OF THE SERVICE.

Jury Trial Waiver

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY



JURY IN RESPECT OF ANY LAWSUIT OR LITIGATION RELATING TO, OR ARISING FROM, THE USE OF THE SERVICES, OR IN CONNECTION WITH THE SERVICES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS TOS.

Dispute Resolution – Arbitration; Class Action Waiver

THE PARTIES HERETO HEREBY AGREE TO RESOLVE ANY DISPUTE, CLAIM, CONTROVERSY, LAWSUIT OR LITIGATION RELATING TO, OR ARISING FROM, THE USE OF THE SERVICES, OR IN CONNECTION WITH THE SERVICES, THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE PROCEDURAL RULES FOR COMMERCIAL DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”). THE SITE OF SUCH ARBITRATION SHALL BE HOUSTON, TEXAS. THE NUMBER OF ARBITRATORS SHALL BE THREE (3). EACH PARTY SHALL APPOINT ONE ARBITRATOR AND THE TWO ARBITRATORS APPOINTED BY THE PARTIES SHALL APPOINT THE THIRD ONE. IF THE ARBITRATORS CANNOT AGREE ON WHICH ARBITRATOR TO APPOINT, THEN THE THIRD ONE SHALL BE APPOINTED BY AAA. THE ARBITRATORS SHALL APPLY TEXAS LAW. THE ARBITRATION OF DISPUTES DESCRIBED IN THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.

Complaints and Inquires

We encourage our Members to contact us with any questions, concerns, or complaints by email at mymojo@PowerMojo.com or by phone at (832)632-8360. We will promptly investigate the matter and report our findings to you. If for any reason you are not satisfied with our response, you may contact the Public Utility Commission of Texas at (512)936-7120 or (toll free) 1-888-782-8477. Their email address is customer@puc.texas.gov and their internet website is www.puc.texas.gov.

No Unlawful or Prohibited Use

As a condition of your use of this site, you warrant that you will not use this site for any purpose that is unlawful or prohibited by these terms, conditions, and notices.

Retail Electric Providers and Our Services

This site does not represent or imply that any service category available on this site contains a complete or comprehensive list or choice of all service providers that can provide service to you at your address. This site may exclude certain service providers that do not meet Power Mojo's proprietary standards. Accordingly, there may be service providers that can provide you with service at your address that do not appear on this site and are not listed as a choice for you to select under a particular service category contained on this site. You are in no way obligated to use this site or to choose any service provider that appears on this site.

Each Member authorizes Power Mojo to request and/or retrieve information related to your electricity usage. Power Mojo will establish accounts, on your behalf, to retrieve this information when necessary. These accounts may be established with your Transmission and Distribution Service Provider ("TDSP") or with Smart Meter Texas ("SMT"). If established, your credentials will be made available to you at your request.



Member agrees to abide by the [SMT Terms and Conditions](#) whenever an account is established on their behalf.

If you do not have an online energy provider account or have selected a new energy provider and plan identified by Power Mojo, you give Power Mojo permission to establish a new account on your behalf with the energy provider using the information you have provided to us. You agree to notify us immediately at mymojo@PowerMojo.com if you change your log-in information or if there are any other changing to your account information. Additionally, you authorize Power Mojo in a manner consistent with our **Privacy Policy** to contact your current retail electric provider and receive information about the status of your account, your energy usage, and your contact term end dates and eligibility to switch to a different energy provider.

Member understands and agrees that, depending on the level of service you select, by subscribing to the services, you are authorizing Power Mojo to initiate price searches, fetch pricing information, set up account access with energy providers, request and access energy usage and profile information, enroll in or cancel energy provider contracts, as well as authorizing us to perform other activities in connection with providing the services and to provide related or other services and products as may be offered by Power Mojo from time to time.

Power Mojo Members agree to abide by all terms and conditions of account access detailed in each third party's TOS or terms of service that has been set up using Power Mojo, including their energy provider's terms of service, TDSP and SMT. In addition, Members acknowledge and agree to adhere to all agreements and terms of service with energy providers, utilities or TDUs and other service providers including payment of invoices for using their products and/or services.

We reserve the right to retain data collected on behalf of the Member during the service. Upon termination of services, we will cancel any agreements made on behalf of the customer or transfer their access to the customer, unless expressly agreed to by the customer, within a reasonable period, up to 45 days. We are not responsible for delays by third parties in cancelling or transferring agreements. We may continue to receive data for terminated or transferred agreements and reserve the right to retain the data collected. We will not instigate new agreements after the termination of service.

If the member is moving into a new location or moving out of current location where we are providing services, the member will need to contact Power Mojo at mymojo@PowerMojo.com or by phone so that we may update our records as well as the energy provider of the date the customer is moving out of the location to terminate the energy services and connect services at their new location. This is the responsibility of the member to keep Power Mojo informed of these changes.

If the member has requested to set up auto pay with the energy provider it is the responsibility of the member to update Power Mojo of any changes to the card such as replacement of card, expiration date and billing address to the card so that Power Mojo may update our records and the records of the energy provider for their energy bill.

Each Member agrees and understands that he or she is appointing Power Mojo as his or her limited agent for purposes of selecting and enrolling the member's service location for electricity service with Retail Electricity providers from time to time on their behalf. BY USING THIS SITE EACH MEMBER ACKNOWLEDGES AND AGREES THAT HE OR SHE IS AUTHORIZING POWER MOJO TO ENROLL THE MEMBER'S SERVICE LOCATION DIRECTLY WITH RETAIL ELECTRICITY PROVIDERS ON THEIR BEHALF. In addition to enrollments for service,



each Member acknowledges that Power Mojo may contact a Retail Electricity Provider on their behalf, in reference to their account.

Any member can rescind this authorization at any time by providing notice to us at mymojo@PowerMojo.com. Member acknowledges that our ability to support the member services may be limited or compromised without these authorizations.

Modification of These Terms and Conditions

We reserve the right to change the terms, conditions, and notices under which this site is offered.