
Terms of Service

Effective as of April 10, 2017, until replaced

Contacting SK Energy, LLC

You may contact us 24 hours a day, any day of the year, by sending us an email at customercare@tryskenergy.com or by writing to:

SK Energy, LLC
Customer Service
P.O. Box 1896
Midlothian, TX 76065

You may also call us during business hours at 214-769-9266.

Preamble

This Customer Agreement (“Agreement”) is made and entered into by and between SK Energy, a Texas Limited Liability Company (“Consultant” or “SK Energy” or “we”), and you (“Customer” or “you”) (collectively, the “Parties”). The Parties hereby agree as follows:

Recitals

WHEREAS, Consultant will identify potential savings to Customer;

WHEREAS, Consultant desires to function as Customer’s Agent to select and secure a Retail Electric Provider (“REP”);

WHEREAS, Consultant will obtain current available electricity rates and subscribe Customer for each transfer of service using PowerToChoose.org;

WHEREAS, Consultant will receive a fee from Customer for services rendered;

NOW, THEREFORE, the Parties agree as follows:

Consultant’s Obligations

Consultant hereby agrees to 1) research current available electric rates, 2) select a REP on behalf of Customer, and 3) change Customer’s REP after the contract term has expired if better rates are available.

Customer’s Obligations

Customer agrees to provide 1) name and address on electric service account, 2) social security number, 3) phone number, and 4) date of birth.

REPs may require that you enroll in electronic billing and/or an automatic payment plan. Customer may provide personal and financial information to Consultant and/or the REP to fulfill these requirements. If you provide financial information, you acknowledge and agree that you are required to maintain such information current.

If Customer opts not to provide financial information, you may forfeit the best rate per kWh, and you will be responsible for making other payment arrangements.

Customer agrees to pay any imbalances &/or early termination fees for Customer's current contract if terminated prior to expiration in order to execute this contract. Customer agrees to terms of service set forth by any REP selected including, but not limited to, deposit, late fees, interest, processing fees and early termination fee.

Agency

Customer hereby appoints Consultant as its special agent with such authority as is necessary to 1) select a REP, 2) enroll customer's electricity service address for electricity service with Retail Electric Providers as set forth by this agreement, and 3) in some circumstances, enroll Customer in Automatic Bill Pay as required by some REPs. Additionally, customer agrees that SK Energy may contact REP on their behalf.

Services Provided by Consultant

At the end of each successive REP contract, Consultant will enroll Customer with the REP offering the best rate and contract term as set forth in this Agreement. Consultant will change Customer's REP prior to the expiration of the previous REP contract. Any new contract will not begin prior to the expiration of the current contract unless requested by Customer. Consultant will notify Customer within 14 days prior to the end of each REP contract. Consultant will notify Customer within 3 business days of switching Customer to a new REP or to a new plan.

Limitation of Liability

Customer acknowledges that Consultant has no liability for the performance of any obligations of the REP or TDSP and cannot be held liable for any interruptions in service or any damages resulting directly or indirectly from either. Customer further acknowledges and agrees that Consultant's liability hereunder shall be strictly limited to the amount of compensation received by same over the past 12 months or, if less than 12 months have elapsed, then by annualizing current revenue.

Miscellaneous

Customer shall contact the REP or TDSP directly to resolve issues with electric service including power outages and interruption of services.

Consultant shall maintain confidentiality with regards to all Customer information, except that which is required by the REP, PUCT, ERCOT or TDSP.

Customer may receive notice from ERCOT or TDSP in the form of a postcard, text, or email that the REP has changed each time Consultant transfers services to a new REP.

Customer will receive a statement for electricity usage directly from REP, either by email or US Mail, as preferred by the Customer.

Consultant is responsible for any differences between contracted rate and any increase in rate incurred as a result of not changing REP prior to the expiration of a contracted rate with a REP.

Billing

Consultant will provide service to Customer for a monthly service fee. Payment of service fees is due prior to any change of REPs. Your payment acts as validation of Consultant's authority to act as an agent on your behalf. Without this payment, SK Energy could be cited for "slamming," which is the unauthorized switch of REPs.

By providing SK Energy with a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorize SK Energy to charge you for the services using the provided payment method; and (iii) authorize SK Energy to charge you for any paid feature of the services that you choose to sign up for or use while these Terms are in force. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party. We may bill you (a) in advance; (b) at the time of purchase; or (c) on a recurring basis for subscription services. Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring subscription services. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.

Recurring Payments

When you purchase the Services on a subscription basis (e.g., monthly, every 3 months or annually (as applicable)), you acknowledge and agree that you are authorizing recurring payment, and payments shall be made to SK Energy by the method you have chosen at the recurring intervals chosen by you, until the subscription for that Service is terminated by you or by SK Energy. By authorizing recurring payments, you are authorizing SK Energy to process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account (in the case of Automated Clearing House or similar payments), or as charges to your designated account (in the case of credit card or similar payments) (collectively, "**Electronic Payments**"). Subscription fees are generally billed or charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, SK Energy or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and to process any such payment as an Electronic Payment.

Payment against invoice

If you are paying by invoice, we will invoice you no more than forty-five (45) days before the beginning of the Subscription Term and each subsequent Billing Period, and other times during the Subscription Term when fees are payable. All amounts invoiced are due and payable within fifteen (15) days from the date of the invoice.

Payment Information

You will keep your contact information, billing information and credit card information (where applicable) up to date. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term.

Collection Costs

If you fail to pay amounts you owe us, you may be subject to collections by SK Energy or your account may be referred to a third party collection agency. To the extent permitted by law, you will pay us any costs and fees we reasonably incur to collect amounts you owe us.

Customer Information

(a) Representations. You represent that you are at least 18 years of age and are the responsible party within the residence.

(b) Contact Information. You agree to provide accurate, current and complete contact information about yourself, and maintain and promptly update your contact information to keep it accurate, current and complete. If you or an Authorized User chooses to provide a cellular telephone number on your account, you and/or such Authorized User acknowledge and consent that we may place calls to such cellular phone for business purposes, including collection calls. Permission is also granted for us to send non-marketing service or account related text messages to such cellular phone. Carrier message and data rates apply.

(c) Online Access. You are responsible for maintaining the confidentiality of the account e-mail address and password used for online billing and account maintenance at the current REP's website and are fully responsible for all activities that occur under your password and account. You agree to: (i) keep your e-mail address and password confidential and not share them with anyone else, except the Consultant if required to secure the best rate from a REP the customer has previously contracted with; (ii) immediately notify the REP of any unauthorized use of your password and account or other breach of security and (iii) use only your e-mail address and password to log in to the REP's website.

(d) Electricity Usage. Customer authorizes SK Energy to request electricity usage from TDSPs and/or create accounts with Smart Meter Texas on customer's behalf. If an account is established, credentials will be provided to customer upon request.

Changes to Contract Terms

We reserve the right to change the terms and conditions on which we offer service. If we make any such changes, we will send you a copy of your new Customer Agreement containing its effective date. You always have the right to cancel your service, in whole or in part, at any time, and you may do so if you do not accept any such changed terms or conditions. If you elect not to cancel your service after receiving a new Customer Agreement, your continued receipt of service constitutes acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel your service as provided in the section on Cancellation, as we cannot offer service to different customers on different terms.

Cancellation

(a) Term. The term of this Agreement is indefinite, and service will continue until canceled as provided herein.

(b) Your Cancellation. You may cancel service by notifying us in writing either by email or US Mail. Your notice is effective on the day we receive it.

(c) Our Cancellation. We may cancel your service at any time if you fail to pay amounts owed to us when due, subject to any grace periods, breach of any other material provision of this Agreement, or act abusively toward

our staff. In addition, we may cancel your service if you elect not to accept any changed terms described to you, as provided in the section on Changes in Contract Terms.

(d) Credit Balances. When your account is closed, we will review your account and refund any excess monetary payments. Retention or similar credits may not be refunded.

(e) Payment Upon Cancellation. Upon cancellation, you remain responsible for payment of all outstanding balances accrued through the effective date. If you have provided your financial information to us, you authorize us to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation.

Resolving Disputes

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a “claim”) will be resolved as follows:

(a) Informal Resolution. We will first try to resolve any claim informally. Accordingly, neither of us may start a formal proceeding for at least 60 days after one of us notifies the other of a claim in writing. You will send your notice to the address on the first page of this Agreement, and we will send our notice to your billing address via certified mail.

(b) Formal Resolution; Venue; Choice of Law. If we cannot resolve a claim informally, any claim either of us asserts will be resolved by a Court of competent jurisdiction in Ellis County, Texas. The law of the State of Texas will govern any such dispute.