# **Electric Generation Supplier Contract Summary for Inspire Energy Holdings, LLC**

Electric Generation Supplier Information	Inspire Energy Holdings, LLC ("IEH") (866) 403-2620 www.InspireEnergy.com IEH is responsible for your generation charges.		
Price Structure	Variable. After the first month, but not more frequently than monthly, IEH may change your rate as wholesale market prices change based on, but not limited to, the following factors: the cost to supply electricity in the PJM market; applicable fees, charges, costs and expenses; expected margins; competitive prices and other market and business conditions. IEH will not provide advance notice of rate changes. Any change will be reflected in the subsequent electricity bill you receive after the change. There are no applicable price ranges or ceilings.		
Generation / Supply Price	Initial Price of 10.59¢ per kWh		
Statement Regarding Savings	IEH does not guarantee this contract will always provide savings to you.		
Deposit Requirements	No deposit is required.		
Incentives	\$25 Sign Up Bonus if you remain an active IEH customer for 2 months 5% cash back after 12 months		
Contract Start Date	The next billing cycle after your EDC processes your enrollment.		
Contract Term / Length	1 month		
Cancellation / Early Termination Fees	No cancellation or early termination fees.		
Renewal Terms	Service will continue on a month-to-month basis until cancelled by you or IEH. You will receive an initial notice 45-60 days prior to termination or the effective date of any change in terms, plus a notice that informs you of your options 30 days prior to termination or of any change in terms.		
Electric Distribution Company Information	Metropolitan Edison Company 1-888-544-4877 http://www.firstenergycorp.com Metropolitan Edison Company will continue to be responsible for your distribution charges. In the event of an electrical emergency or a power outage, immediately contact Metropolitan Edison Company.		

# Inspire Energy Holdings, LLC (f/k/a DWP Energy Holdings, LLC) Disclosure Statement

This Disclosure Statement together with the Enrollment Authorization and Welcome Confirmation (your welcome letter or email) and any amendments to these documents from time to time, are an agreement (collectively, the "Agreement") for electric generation service between you ("Customer" or "you") and Inspire Energy Holdings, LLC ("IEH," "we," or "us"). Your electric distribution company ("EDC") and provider of last resort is Metropolitan Edison Company.

1. Background. IEH is licensed by the Pennsylvania Public Utility Commission ("Commission" or "PUC") to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2013-2376082. Generation prices and charges are set by the electric generation supplier you have chosen. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. You will receive a single bill from your Electric Distribution Company ("EDC") that will contain your EDC charges and IEH charges.

As used in this Agreement, "kWh" means kilowatt hour, which is a measurement of your electricity usage, and "PJM" means PJM Interconnection, LLC (or its successor), which operates an electronic transmission system in all or part Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia ("PJM Region").

2. Your Right to Rescind. You may rescind this Agreement at any time before midnight of the third business day after first receiving this Disclosure Statement. You may rescind by contacting IEH by phone at 866-403-2620, email at memberservices@inspireenergy.com, or mail to Inspire Energy Holdings, LLC, 1507 7th Street, PO Box 026 Santa Monica CA 90401.

#### 3. Definitions.

Generation Charge - Charge for production of electricity.

Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

# **Product Summary:**

Product			100% Regional Wind					
Product Code			B79B06					
Length of the Agreement			1 month					
Price Per kWh				Initial Price of 10.59¢ per kWh*				
Fixed or Variable			Variable					
Charges	Cust	omer who use	500 kWh of Ele	ectricity	1000 kWh of Electricity	2000 kWh of Electricity		
	Will pay for the first month 10.59¢ per kV		10.59¢ per kWł	h	10.59¢ per kWh	10.59¢ per kWh		
Taxes		You must pay also pay all applica	able federal, stat	e, and local ta	xes and charges.			
Renewabl Content	е	Inspire Energy ensures that electricity equal to 100% of your electricity usage is produced by wind power generation facilities located within your region.						
Fees		Customer Service Charge - \$0.00/Month Cancellation Fee - \$0.00						
Rescission	1	You may rescind this Agreement without penalty at any time before midnight of the 3rd day after receiving this agreement						

#### 5. Basic Service Prices:

Fixed Price / Fixed Term Agreement – If you are enrolled on a fixed term product, you agree to pay the price per kWh described in the Product Summary. This price includes Generation Charges and Transmission Charges, and estimated current total state taxes, including current Gross Receipts Taxes, but excludes applicable state and local sales taxes.

Month-to-Month Variable Price Agreement – If you are enrolled on a month- to-month product, the price is subject to change each month. Your price for the initial month is the price per kWh described in the Product Summary. After the first month, but not more frequently than monthly, and with no advance notice we may increase or decrease your rate as wholesale market prices change in PJM Markets to include, but not limited to: the cost to supply electricity in the PJM market (including energy, capacity, settlement, ancillary services, renewable energy, charges for delivering electricity over a distribution system to the home or business from the transmission system and other PJM market-related factors); applicable fees, charges, costs and expenses; expected margins; competitive prices and other market and business conditions. The rate per kilowatt-hour for this product, as modified from time to time, shall be all-inclusive of energy, capacity, congestion, settlement, ancillaries, and all other charges we incur to provide electric generation service to you, including estimated gross receipts tax and other state taxes. IEH will not provide advance notice of rate changes. There are no extra charges except sales tax, if applicable. The price may be higher than your EDC's supply rate. IEH does not guarantee any savings over the EDC's rates for the entire term of this Agreement. There are no applicable price ranges or ceilings. The price does not include EDC charges, including, but not limited to, EDC delivery and distribution charges, which are separate amounts that you must pay your EDC. To learn more about your variable price, please call us at 866-403-2620 or go to the following link: <a href="https://www.inspireenergy.com/historical-price-disclosure/B79B06">www.inspireenergy.com/historical-price-disclosure/B79B06</a>.

#### 6. Duration of Agreement:

Fixed Price / Fixed Term Agreement – You will buy your electricity generation service for the street address specified in your Enrollment Authorization from IEH beginning on the date set by your EDC and service will continue for the length of the agreement specified in the Product Summary above.

Month-to-Month Variable Price Agreement – You will buy your electricity generation service for the street address specified in your Enrollment Authorization from IEH beginning on the date set by your EDC and service will continue on a month-to-month basis, until cancelled by you or IEH as described in Section 7.

#### 7. Cancellation Provisions:

You may cancel your service under this Agreement at any time for a **cancellation fee of \$0.00**. Cancellation is effective on the next meter read date that occurs after your EDC has switched your account from IEH. You must provide IEH at least thirty (30) days advance notice before the next regularly scheduled meter read in order for the cancellation to be effective as of that reading. To cancel this Agreement, please contact IEH by phone, email, or mail at the contact information contained in this Agreement. If your EDC terminates your service, this Agreement will be automatically cancelled. IEH may cancel this Agreement if: i) you fail to make timely payment of IEH charges; or ii) if at some future date there is a change in any law, regulation, market rule, or tariff that materially impairs IEH's ability to fulfill its obligations under this Agreement. We will follow applicable rules in providing notice to you if we intend to cancel this Agreement for either of the reasons specified in (i) or (ii) above. IEH reserves the right to cancel this Agreement, in whole or with respect to any particular account(s) covered by this Agreement, at any time for any reason and we will follow applicable rules in providing you notice of this intent. Cancellation is effective upon the date as deemed effective by the EDC, after any applicable notice period, and you will be responsible for unpaid balances as of the cancellation date, until your account is paid in full, and will assess a **cancellation fee of \$0.00**.

Cancellation of Existing Service: You are responsible for canceling any agreements with other electric suppliers from whom you are purchasing electric service as of the date of this Agreement.

#### 8. Environmental Disclosure/Electricity Facts Label:

Typical grid power in your region is produced almost entirely from dirty fuels like coal, oil, and gas. IEH ensures that 100% of your electricity comes from clean renewable sources with no carbon emissions or harmful pollutants.

Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address, but IEH ensures that the applicable percentage of your electricity usage is offset by the generation of energy from renewable resources on an annual basis. IEH does so by purchasing and retiring 'renewable energy attributes' or 'renewable energy certificates' representing the environmental attributes associated with the applicable amount of renewable energy generation from the renewable sources specified for your product. Your purchase helps support the development and operation of renewable energy in the areas specified for your product. IEH may take up to three months following the close of a calendar year to make up any deficiency in the renewable resource content for this product. Information on generation energy sources for your product, energy efficiency, environmental impacts or historical billing data is available upon request.

#### 9. Penalties, Fees and Exceptions:

# There is a customer service charge of \$0.00/Month and a cancellation fee of \$0.00.

# 10. Special Terms and Conditions: Rewards Program:

Please refer to your Welcome Confirmation letter or email regarding your rewards program, if applicable. If you cancel this Agreement prior to the end of your second billing cycle, you may forfeit some or all of the rewards described in your Welcome Confirmation.

# 11. Renewal Provision/Agreement Expiration:

If you have a fixed term Agreement with us and it is approaching the expiration date we will send you two advance written notices, explaining your options, in separate mailings between 45 and 90 days before the expiration date. If we propose to change our terms of service in any type of agreement, we will send you two advance written notices in separate mailings between 45 and 90 days before the effective date of the changes.

#### 12. Billing and Payment:

You will receive one consolidated bill from your EDC each billing cycle for the electric and related services provided by IEH and the distribution and other services provided by your EDC. You will make payment for all of these services directly to your EDC in accordance with the payment terms stated in your EDC's tariffs. Pastdue charges may incur late fees as set forth in your EDC's tariffs. In the event your EDC charges IEH for services related to your account, IEH reserves the right to bill you for these charges with the variable price plan. Information regarding estimated bills and any payment programs, including deferred payments will be provided by your EDC. Customer agrees to timely review its invoice and agrees that subject to applicable tariff and law, unless notice is given to IEH within ninety (90) days of the invoice date, all invoiced amounts shall be deemed to be correct and Customer shall waive any right to dispute amounts set forth on such invoice.

# 13. Title and Taxes:

Title to, control of, and risk of loss of the electricity sold under this Agreement will pass from IEH to Customer when it is delivered to Customer's EDC. Each party will indemnify and hold the other party harmless from any and all claims (including claims for personal injury, death, or property damage), losses, fees, taxes, damages, suits, causes of actions and judgments of any kind arising hereunder while title and risk of loss are vested in the indemnifying party. You will be responsible for the payment of all transfer, sales or other taxes related to IEH's service under this Agreement. If you are exempt from any such taxes, you are responsible for identifying and requesting such exemption from the collection of taxes by filing appropriate documentation with IEH and/or your EDC, as applicable.

#### 14. Contact Information/Customer Complaints:

If you have a question about your bill or service, you may contact IEH (see IEH Contact Information below). If you are not satisfied with the response from IEH's Customer Care representative, you may ask that your questions be referred to an IEH supervisor, who will respond promptly. If you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the PUC or request information from the PUC regarding your consumer protection rights. The PUC's contact information is listed below.

#### 15. Power Outages and Emergencies:

In an electrical emergency or a power outage, immediately contact your EDC using the phone numbers below:

Duquesne Light Company: 1-888-393-7000

Met-Ed: 1-888-544-4877 PECO: 1-800-841-4141 Penelec: 1-888-544-4877

PPL Electric Utilities: 1-800-342-5775 West Penn Power: 1-800-544-4877 Penn Power: 1-800-544-4877

### 16. Limitation of Liability:

IEH's aggregate liability arising out of or related to this Agreement shall not exceed the amount of your largest monthly invoice for electric service during the twelve (12) months immediately preceding cancellation of this Agreement. The Parties agree to the extent permitted by law that the statute of limitations with respect to all claims arising out of or related to this Agreement shall be reduced to the lesser of (x) two years from the event giving rise to the claim or (y) the minimum period permitted by law and any action not brought within such time period shall be barred without regard to any other limitations period. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WHEN A REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, INSPIRE'S LIABILITY SHALL BE LIMITED TO ONLY THE DIRECT ACTUAL DAMAGES AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED INCLUDING, BUT NOT LIMITED TO, ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

#### 17. Binding Effects: Assignment:

This Agreement shall extend to and be binding upon IEH's respective permitted successors and permitted assigns. You may not assign this Agreement without IEH's prior written consent and any attempted assignment shall be void. IEH may sell, transfer, pledge, encumber or assign the accounts receivable and revenues derived from this Agreement (or any proceeds thereof) in connection with any financing agreement, purchase of receivables program or other billing services arrangement. In addition, IEH may assign the rights and obligations hereunder consistent with applicable law.

#### 18. Force Maieure:

YOU AGREE THAT EVENTS OF FORCE MAJEURE MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE RESPONSIBLE FOR SUPPLYING ELECTRICITY TO YOU AND WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU AGREE THAT OUR LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

# 19. Severability:

Each provision of this Agreement is made subject to the maximum extent permitted by law and if any of the provisions, or portions or applications hereof are held to be unenforceable or invalid by any court of competent jurisdiction, IEH and Customer shall negotiate an equitable adjustment to or amendment of the affected provisions with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions, or portions or applications hereof or thereof, shall not be affected thereby.

# 20. Application of the UCC:

THE PARTIES AGREE THAT TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO ENERGY SOLD HEREUNDER AND IF ANY TOPIC OR MATTER ADDRESSED HEREIN IS ALSO ADDRESSED IN SUCH ARTICLE 2, THEN THIS AGREEMENT SHALL CONTROL AS TO SUCH TOPIC OR MATTER. CUSTOMER HEREBY WAIVES ANY RIGHTS IT MAY HAVE PURSUANT TO SECTION 2609 OF THE UCC, OR ANY OTHER SIMILAR DOCTRINE UNDER LAW OR STATUTE WHEREBY CUSTOMER MAY DEMAND ADEQUATE ASSURANCE OF PERFORMANCE FROM IEH.

#### 21. WAIVER OF JURY TRIAL:

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS ARISING IN CONTRACT, TORT, STATUTORY OR OTHERWISE, SHALL BE SETTLED EXCLUSIVELY AND FINALLY BY ARBITRATION IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE CONDUCTED EXCLUSIVELY IN HARRISBURG, PENNSYLVANIA. NEITHER PARTY MAY ALTER, AMEND, OR OTHERWISE CHANGE THE BINDING OBLIGATION TO ARBITRATE DISPUTES SET FORTH IN THIS PROVISION WITHOUT THE EXPRESS CONSENT OF THE OTHER PARTY, PROVIDED HOWEVER, INSPIRE MAY CHANGE THE TIME, PLACE, MANNER, PROCESS OR PROCEDURE OF THE BINDING OBLIGATION TO ARBITRATE IN COMPLIANCE WITH THE FOLLOWING SECTION.

#### 22. Other Provisions:

This Disclosure Statement (including these General Terms and the Product Summary) along with your Enrollment Authorization, Welcome Confirmation,

or Renewal Letter, constitutes your entire Agreement between you and IEH with regard to your purchase of electric generation and other related services from IEH. This Agreement supersedes all prior agreements between us, either written or oral. This Agreement is subject to any Law enacted during the term of this Agreement. "Law" means any law, legislation, statute, regulation, rule, tariff, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction. You may not assign this Agreement, in whole or in part, or any of your rights or obligations under this Agreement without our prior written consent. IEH may, without your consent: (i) assign, sell or pledge this Agreement or its accounts, revenues or proceeds, as a part of any financing or other financial arrangements, purchase of receivables program or billing services agreement; or (ii) assign this Agreement to an affiliate of IEH; or (iii) assign this Agreement to any other person or entity succeeding to all or a substantial portion of the assets of IEH or a competitive electricity supplier licensed to do business in Pennsylvania. This Agreement is binding upon the parties and their respective successors and assigns. There are no third party beneficiaries to this Agreement. This Agreement will be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of this Agreement will lie exclusively in the Commonwealth of Pennsylvania.

#### 23. Customer Information Release Authorization:

By entering into this Agreement, you agree that your EDC may release to us certain information that we need to provide service to you, including your address, telephone number, account number(s), consumption history, payment history, billing determinants and peak electricity demand and that IEH may share information about your account with any designated rewards partner to the extent necessary to administer the rewards program consistent with the privacy policy of IEH We reserve the right to share information with our affiliates, to the extent permitted by law, but we will not distribute or sell your personal information to any unaffiliated party without your consent unless we are required to do so by law or it is necessary to enforce the terms of this Agreement or to allow you to receive any rewards described in the Welcome Confirmation.

#### 24. Use of Information:

You agree that IEH may share your information with IEH's subsidiaries and/or affiliates, your utility, and any service vendor or others IEH uses to support our business, including any third party entities with whom we have relationships. You may rescind these authorizations and restrict the release of your information by contacting us by phone at 1.866.403.2620. IEH reserves the right, to the extent permitted by law, to reject your enrollment or terminate this contract and cancel your service in accordance with this contract in the event these authorizations are rescinded.

# 25. Regulatory Changes:

If there is a future change in any applicable law, rule, regulation, order, filed tariffs, market rules or pricing structure whereby IEH is prevented, prohibited or frustrated from carrying out the terms of this Agreement, in its sole discretion IEH will have the right to cancel this Agreement by giving notice to you as required under applicable law. If there is a future change in any applicable law, rule, regulation, order, filed tariffs, market rules or pricing structure, or in charges or new charges, imposed by your EDC, PJM, the Commission or any governmental agency, whereby IEH incurs additional charges or costs as a result of such changes, then IEH will have the right in its sole discretion to (i) propose to adjust your price to reflect such additional charges or costs to IEH by giving two advance written notices in separate mailing between 45 and 90 days before the proposed effective date, and (ii) if you do not accept such proposed price change, cancel this Agreement by giving notice to you as required under applicable law.

# 26. Amendments:

If, at any time after receipt of your Welcome Confirmation, IEH changes the material terms of this Agreement, you will be notified of such changes and you will be provided a copy of or website link to access the updated terms. We will send you two advance written notice(s) in accordance with the PUC rules. We will explain your options in these advance notice(s). However, in no event shall IEH be permitted to change the waiver of jury trial provision contained herein with respect to Customer or IEH and, Customer's continued receipt of service from IEH after such change, shall be deemed to be an acknowledgement of such updated Agreement. For the avoidance of doubt, in no event shall any such updated version of the Agreement change, alter, amend or otherwise be construed to mean that the mandatory nature of the waiver of jury trial provision contained herein is changed.

## 27. Universal Service Program:

Your EDC has programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your EDC's Universal Service Program can be obtained by contacting your EDC.

Duquesne Light Company: 1-888-393-7000

Met-Ed: 1-888-544-4877 PECO: 1-800-841-4141 Penelec: 1-888-544-4877

PPL Electric Utilities: 1-800-342-5775 West Penn Power: 1-800-544-4877 Penn Power: 1-800-544-4877

#### 28. Contact Information:

Electric Generation Supplier Name: Inspire Energy Holdings, LLC

1507 7th Street, PO Box 026 Santa Monica CA 90401

Phone Number: 866-403-2620

Internet Address: www.inspireenergy.com

Your EDC (in case of emergency, including electric outage): If you have an electric outage, service interruption or other emergency, you can contact your EDC:

Duquesne Light Company at 1-888-393-7000 Met-Ed at 1-888-544-4877 PECO at 1-800-841-4141 Penelec at 1-888-544-4877 PPL Electric Utilities at 1-800-342-5775 and press Option #1 West Penn Power at 1-800-255-3443

To contact the Pennsylvania Public Utility Commission:

Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105-3265 Utility Choice Hotline: 1-800-692-7380

# **Rewards Program Disclosures**

- a) Cash Back is an annual rebate program operated by Inspire Energy Holdings (IEH). Customer participation in the Cash Back rebate program is subject to the following terms and conditions.
- The Cash Back program year begins on the first day of the customer's first billing cycle and ends at the end of the period covered by the 12 months of active service. On the first day of the customer's first billing cycle, the account will automatically be enrolled in the Cash Back program, and the customer will be eligible to receive a Cash Back rebate on the total dollar amount of the kWh Generation Service Charges of the customer's electricity bill for active accounts during the 12 months program period. Within sixty (60) days after 12 months of active service, IEH will calculate the amount of the Cash Back rebate for the 12 months period and issue a Cash Back rebate check to the customer as long as the account is active at the conclusion of the account's full 12 months of service. For purposes of this program, active accounts are defined as those that are billing more than \$0 and those for which IEH has not received a request on behalf of the customer to discontinue (drop) their service.
- An active customer account will be automatically re-enrolled in the Cash Back program at the conclusion of the account's full 12 months of active service. For as long as the customer's account is active, IEH will continue to calculate the rebate and issue a Cash Back rebate check to the customer within sixty (60) days of the date of the conclusion of the 12 months of active service.
- A Cash Back rebate may not be applied as a credit or offset to reduce the amount owed on a customer account. The Cash Back rebate shall have no cash value until the rebate check is issued after the conclusion of the account's 12 months of active service and the customer shall have no property rights or other legal interest in the Cash Back rebate until the rebate check is received. The customer may not assign, transfer or pledge a Cash Back rebate.
- Any tax liability relating to a Cash Back rebate is the sole responsibility of the customer. IEH shall not be responsible for resolving any conflicting claims to the Cash Back rebate.
- IEH reserves the right to disqualify any customer from participation in the Cash Back rebate program. If the customer's account is closed for any reason, the customer will forfeit any claim to a Cash Back rebate for the entire 12 months program period.
- The terms and conditions of the Cash Back rebate program may be modified or the Cash Back rebate program may be discontinued at any time without notice at IEH's sole discretion. In the event of termination of the overall Cash Back rebate program by IEH, a customer whose account is active shall be eligible for a Cash Back rebate calculated on the portion of the customer's 12 months program period to that date. However, in the event that all or part of the Cash Back rebate program is found to be in violation of applicable law, then IEH shall have no obligation for any rebates to customers.
- The Cash Back rebate program is subject to the Terms of Service between IEH and the customer, including, but not limited to, all terms related to dispute resolution.
- An Activation Bonus for electricity accounts will be mailed after 2 months of active service from IEH. These Bonuses are intended for accounts that are not currently, and have not previously been, enrolled in service with IEH; therefore unless otherwise stated, an account is not eligible for these bonuses if ever previously enrolled with IEH. Further, unless otherwise stated, an account will only be eligible to receive these bonuses after 2 months of service with IEH if at that time the account status is active as defined in the paragraph below.
- For purposes of this program, active accounts are defined as those that are billing more than \$0 and those for which IEH has not received a request on behalf of the customer to discontinue (drop) their service.

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