

TERMS OF USE

Last Updated August 7, 2020

These Terms of Use ("Terms of Use") govern the relationship between you and Chariot Energy regarding your use of the www.ChariotEnergy.com website (the "Site"). Chariot Energy is the trade name of 174 Power Global Retail Texas, LLC, and its parents, subsidiaries and affiliates (collectively "Chariot Energy"). Please read these Terms of Use carefully before using the Site. By accessing and browsing the Site, you agree to these Terms of Use. These Terms of Use, together with the Privacy Policy, form a valid Agreement between you and Chariot Energy (the "Agreement"). If you do not agree to all of these Terms of Use, please exit from this site immediately.

The Site is comprised of various documents and web pages created and maintained by Chariot Energy. While accessing and using the Site, you may be able to order services or pay bills on line or conduct other business with Chariot Energy through the Site (the "Services"). The Site and the Services are offered to you on the condition that you accept, without modification, the terms and conditions contained in this document. Your use of the Site and any Services constitutes your agreement to all such terms and conditions.

Chariot Energy may revise and update these Terms of Use at any time without notice. Please periodically review the Terms of Use posted at this web site. Your continued use of the web site will mean acceptance of any such revisions and updates.

The terms " Chariot Energy" "Company" "we," and "our" are used in this site for purposes of convenience and are intended to refer to Chariot Energy and/or its affiliates, subsidiaries or related parties either individually or collectively, as the context may require. These references are not intended to suggest that the various Chariot Energy companies referred to are not independent corporate entities having separate corporate identities and management.

COMMUNICATION AND PRIVACY

Chariot Energy owns the Site. If you have any questions about our Terms of Use and Policies, you contact us:

By Email: customercare@mychariotenergy.com

By Mail: :

Chariot Energy
5051 Westheimer Rd.
Suite 1400
Houston, Texas 77056

We know that many visitors to our site are concerned about the information they may provide and how we may use that information. Our Privacy Policy governs the collection, use, retention and disclosure of information we gather from the Site, and such information that is available on the Site.

ACCURACY OF INFORMATION

Although Chariot Energy makes reasonable efforts to ensure that the information provided through the Site is current and accurate, Chariot Energy makes no representations or warranties, express or implied, as to the accuracy, reliability, completeness or timeliness of such information. All information is provided "as is" without any representation, warranty or condition as to its accuracy or reliability.

Certain documents and other materials on the Site, including presentations and documents filed by Chariot Energy with regulatory authorities of selected jurisdictions and listed and/or linked to the Site, speak only as of the dates on which such documents and materials were filed or otherwise used by Chariot Energy. The contents of such documents or materials may become out-of-date, however, Chariot Energy makes no commitment and disclaims any duty to update those documents and materials.

INTELLECTUAL PROPERTY

The Site and its contents are protected by copyright, trademark and other proprietary rights of Chariot Energy or third parties. Chariot Energy names and logos, and all related product and service names, design marks and slogans are the trademarks or service marks of Chariot Energy. Except as expressly permitted herein, no portion of this web site or its contents, including trademarks, logos and service marks, may be reproduced, displayed or used in any form, or by any means, without prior written permission from Chariot Energy or the applicable third party.

Subject to your continued compliance with these Terms of Use, Chariot Energy hereby grants to you a non-exclusive and non-transferable license to view and print documents and web pages located on the Site for non-commercial or educational use within your home or organization only, subject to the following conditions:

- a. The material may only be used for non-commercial purposes;
- b. The copies must retain any copyright or other intellectual property or proprietary notices contained in the original material;
- c. The products, technology or processes described on the Site may be the subject of other intellectual property rights reserved by Chariot Energy or by other third parties. No license is granted in respect of those intellectual property rights; and
- d. Images, tables and drawings on this site are protected by copyright and may not be reproduced or appropriated in any manner without written permission of their respective owner(s).

The information and content on the Site shall not be used for any other purpose. The documents and web pages on the Site may not be reproduced, republished, retransmitted, sold, modified or exploited in any way whatsoever.

No other use of the information is authorized. Except as specified above, nothing contained herein shall be construed as conferring by implication, estoppels or otherwise, any license or right under or to any intellectual property right including, without limitation, any patent, trademark, service mark or copyright of Chariot Energy or of any third party. Chariot Energy and/or any third party owner of such rights retain all such rights. Chariot Energy reserves the right to require you to delete, destroy or otherwise remove any content that is used in a manner that in Chariot Energy's sole opinion is contrary or otherwise inappropriate, derogatory or offensive.

You agree that any person to whom the content is provided directly or indirectly through you, will be advised of the terms of this Agreement, and that each such person is bound by these terms. You may in no way modify, reformulate, adapt, alter, adjust, change, disassemble, frame or decrypt any of the contents of the Site.

USE OF THE SITE

You may use the Site for lawful purposes only. You are prohibited from use on the Site, or transmitting to or through the Site, any unlawful, threatening, obscene, defamatory, libelous, harassing, pornographic, hateful or ethnically, racially or otherwise objectionable material, or any material that would contribute to a civil or criminal offense, otherwise violates any law, or which infringes on any intellectual property right. Any information submitted or communicated to Chariot Energy through use of the Site or Services that does not include personal information or data about you is non-confidential and non-proprietary and Chariot Energy may, without compensation to you, incorporate, distribute or otherwise use such information for any commercial or non-commercial purpose. Chariot Energy is under no obligation to use or post any such information and may remove any information it does post at any time in its sole discretion. Any personal information or data submitted to Chariot Energy through use of the Services or Site is governed by the terms of the Privacy Policy.

Chariot Energy may provide software for download or use on the Site. Any software provided on the Site is protected by copyright law and governed by the terms of the end user license agreement that accompanies such software. You may not install or use any software that is governed by an end user license agreement unless you first agree to the terms of the end user license agreement.

DISCLAIMER OF LIABILITY

The Site contains general information and may contain errors, omissions and inaccuracies. Chariot Energy assumes no liability or responsibility for any such errors, omissions or inaccuracies or any other limitation that may arise in relation to the Site. The Site content should not be relied upon for any personal, commercial or financial matters and you should consult an appropriate professional for advice based on

your specific circumstances. Chariot Energy may make modifications and/or changes to the Site at any time without notice.

THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS USED BY YOU STRICTLY AT YOUR SOLE RISK. CHARIOT ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS OR ACCURACY OF THE INFORMATION CONTAINED ON THE SITE. ALL SUCH INFORMATION IS PROVIDED WITHOUT WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EITHER EXPRESSED OR IMPLIED. CHARIOT ENERGY MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ERRORS OR OMISSIONS THAT MAY BE CONTAINED IN THE SITE CONTENT, THE ACCURACY OF THE SITE CONTENT, OR THAT THE SITE CONTENT IS VIRUS- FREE.

THE USER ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THE SITE AND THE INTERNET GENERALLY. CHARIOT ENERGY DISCLAIMS ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE INFORMATION ACCESSED FROM, OR VIA, THE SITE OR THE INTERNET, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS IMPLIED BY STATUTE.

Some jurisdictions may not allow the exclusion of implied warranties; therefore, some of the above exclusions may not apply to you.

CHARIOT ENERGY DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT OR PROCESS DISCLOSED ON THE SITE OR OTHER INFORMATION ACCESSIBLE FROM THE SITE INCLUDING, WITHOUT LIMITATION, INFORMATION ACCESSIBLE FROM ANY LINKS.

IN NO EVENT SHALL CHARIOT ENERGY BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, REVENUE OR PROFITS, WHETHER RESULTING FROM AN ACTION OF CONTRACT, INTELLECTUAL PROPERTY INFRINGEMENT, NEGLIGENCE OR OTHER TORT OR CLAIM, ARISING OUT OF OR IN CONNECTION WITH THE USE OR RELIANCE UPON THE INFORMATION ON THIS SERVER, SITE OR THE INTERNET GENERALLY. IN ALL OTHER CIRCUMSTANCES, CHARIOT ENERGY'S AGGREGATE AND COMPLETE LIABILITY TO YOU OR ANY THIRD PARTY, HOWEVER ARISING, SHALL BE LIMITED TO A MAXIMUM OF \$10.00 (USD).

REFERENCES AND LINKS TO THIRD PARTY SITES

The Site may refer to other individuals, companies, entities, organizations, products or services. Such references do not and shall not imply any endorsement or recommendation by Chariot Energy of such individuals, companies, entities or organizations or their products or services. The Site may contain links and other references (collectively the "Links") to other web sites. These Links are supplied to you merely as a convenience and the inclusion of any Link does not imply any approval or endorsement or recommendation of that third party or their related information, products or services or any link contained

in a Linked site, or any changes or updates to a Linked site. Chariot Energy is providing these Links as a convenience, and the inclusion of any link does not imply endorsement by Chariot Energy of the site or any association with its operators. Links to this Site may also be provided from other sites either known or unknown to Chariot Energy. Access to any other web site linked to or from the Site is at your own risk. Chariot Energy has not reviewed and is not responsible for the content of any third party sites linked to or from the Site and does not make any representations regarding the content or accuracy of materials on such third party sites.

You accept all risks, losses and damages that result from your use of the forgoing referenced entities, products, services and Links.

USER ACCOUNTS AND ACCESS

If you are a customer of Chariot Energy you may set up a password protected account (“Account”) to access additional Services on the Site, including but not limited to viewing your monthly statements, making electronic payments, participating in certain promotions, and updating your personal information. You shall not create an Account using a false identity or false information, or on behalf of someone other than yourself. When creating an Account you may be required to provide Chariot Energy with certain personal information, including name, address, email address, phone number, and in some cases, payment information (“Personal Information”). You agree to provide accurate Personal Information and to update your Personal Information if and when it changes. Chariot Energy will use your Personal Information in accordance with the Privacy Policy.

During the Account creation process you will be required to select a username and password (“Login Information”). You shall not share your Account or Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Account. You are solely responsible for maintaining the confidentiality of your Login Information and will be responsible for anything that happens through your Account, including purchases, whether or not authorized by you. In the event you become aware of or reasonably suspect any breach of security, including any loss, theft, or unauthorized disclosure of your Login Information, you must immediately notify Chariot Energy and change the password to your Account.

ADDITIONAL TERMS

Chariot Energy may modify these Terms of Use at any time on 30 days’ notice. Notice will be posted on the Site for a period of 30 days. It is your obligation to review these Terms of Use from time to time to ensure that you agree with such terms, as modified. If you do not agree with such modified terms you are required to stop using the Site. If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction pursuant to any applicable law, then such invalid or unenforceable term will be deemed struck from these Terms of Use. In any event, the remaining provisions in these Terms of Use shall continue in full force and effect.

JURISDICTION

Access to this web site is governed by all applicable federal, state, provincial and local laws, and, in the case of users resident outside of Canada or the United States, you may also be subject to additional laws of the country where you reside. You are responsible for compliance with the laws of your jurisdiction and other applicable law. The laws of the State of Texas shall govern any dispute arising out of the use of this web site or these Terms of Use. In connection therewith, you also agree to submit to the exclusive jurisdiction and venue of the courts located in Harris County, Texas.

ACCEPTANCE OF TERMS OF USE

Chariot Energy maintains the Site to provide you with Services and information about Chariot Energy. By using the Site, you agree that you have read, understood and agree to be bound by these Terms of Use. If you do not agree to the Terms of Use, do not use the Site.

These Terms of Use and the Privacy Policy constitutes the entire understanding and Agreement between you and Chariot Energy with respect to the Site and your use of same.