

Vital Power Energize your Friends and Family Terms and Conditions

Participation in and use of the Vital Power Refer-a-Friend program (“Energize your Friends and Family”) is subject to the following Terms and Conditions (“Energize your Friends and Family.”) The Program pertains specifically to current Vital Power residential customers (“Participant(s)”) referring other residential customers (“Customer(s)”) in Texas, where electric competition is available and where Vital Power offers service. If you have any questions about the Energize your Friends and Family Program Terms or any other policies or terms applicable to your involvement in the Program, please e-mail Vital Power at customerservice@vitalpowertexas.com.

Participants in the Energize your Friends and Family Program

Participants must be in good standing to be eligible to participate in the Energize your Friends and Family Program. To be considered in good standing, the Participant must have an active residential account with Vital Power, and be current on all payments. Vital Power reserves the right to terminate a Participants participation in the Energize your Friends and Family Program or cancel the Program at any time for any reason or no reason, to the extent permitted by law, upon written notice to Participants. Any written notices required or permitted to be given by Vital Power hereunder may be delivered by email. By participating in the Energize your Friends and Family Program, you consent to delivery of all Program-related notices and information by email to the email address you have registered for your Vital Power MyAccount and acknowledge that you have the necessary equipment (hardware and software) to receive and read such emails.

Qualified Referrals and Rewards

For purposes of the Program, a qualified referral must be a new Vital Power customer. New customer is defined as someone that is neither 1) A current or pending residential electricity customer of Vital Power or 2) A person who was a residential electricity customer of Vital Power within 90 days prior to the date of enrollment with Vital Power or any Brooklet Energy affiliates. In addition, a qualified referral must satisfy all Vital Power enrollment requirements including; a) enrollment with Vital Power via phone call or online enrollment. Eligible participants and qualifies referrals that are residents of Texas will receive their reward for participation in the Program in the form of a Vital Power bill credit. The amount Vital Power is offering may be changed by Vital Power at any time prior to enrollment of a qualified referral without notice to you or your referrals. The Vital Power Refer-a-Friend Program page in Vital Power MyAccount will contain up-to-date information regarding Vital Power’s current offer. By participating in the Program, you agree that Vital Power shall make the final determination as to whether a person meets all requirements to be considered a qualified referral. Bill Credits earned by residents of Texas shall only be applied to the kWh usage portion of the Participants Vital Power electricity bill. Program bill credits shall not be applied to amounts owed on applicable taxes and/or fees portion of the bill.

Energize your Friends and Family Program Use

Vital Power will provide you with access to the Energize your Friends and Family Program, which you may use to track your referrals and rewards with respect thereto; provided that your use of the Program is strictly subject to the Program Terms. Vital Power is not obligated to, and will not, release to you the reasons why a particular referral has not been deemed a qualified referral.

CAN-SPAM Act Compliance

Vital Power complies with the federal CAN-SPAM Act and honors requests of consumers and customers who choose to opt out of receiving Vital Power marketing emails. Accordingly, if you designate a referral email address that has previously opted out of receiving Vital Power marketing emails, you may be advised that the email address is not eligible to be sent a Vital Power Refer-a-Friend email.

Confidentiality

Notwithstanding anything to the contrary contained herein, you agree that you will comply with the customer confidentiality provisions set forth in Rule 25.472 of the Public Utility Commission of Texas. Independent Contractor Relationship.

Your participation in the Energize your Friends and Family Program does not authorize you to act on Vital Power's, its parent's or their respective affiliates' behalf. Nothing herein is intended or will be construed to constitute or imply a joint venture, employer-employee relationship, partnership or association between you and Vital Power, its parent or their respective affiliates. By participating in the Energize your Friends and Family Program, you acknowledge that you do so at your own risk and as an independent contractor and that Vital Power is not directing how you perform your obligations hereunder.

Trademarks

Other than with respect to materials provided in connection with your participation in the Energize your Friends and Family Program, your status as a Participant in the Program does not entitle you to use any trademarks, copyrighted materials, patents, names, logos or other intellectual property owned or licensed by Vital Power, its parent or each of their respective affiliates.

Indemnification

By participating in the Energize your Friends and Family Program, you agree to and will indemnify and hold Vital Power, its parent and each of their respective affiliates harmless from and against any and all damages, costs, expenses, claims or liabilities of any kind, including third party claims, whether pending or threatened, including without limitation, attorneys' fees and court costs, incurred by any of them arising out of or related to your participation in the Program or breach of these Program Terms.

Amendments

These Program Terms may be altered, changed, modified or assigned by Vital Power at any time by providing notice to you. Your participation in the Program at any time after Vital Power provides you such notice of changes will constitute your agreement to such changes.

Other Terms and Conditions

These Program Terms are in addition to and do not in any way limit or alter Vital Power MyAccount terms other terms and conditions or agreements pursuant to which Vital Power allows you to participate in the Program and/or use Vital Power MyAccount.