

GEXA ENERGY WEB SITE TERMS OF USE

INTRODUCTION

Welcome, we would like to take this opportunity to thank you for visiting the Gexa Energy family of web sites. Gexa Energy operates through various legal entities to provide retail electricity and related services in many of the states open to retail electric competition, including Texas. Those Gexa Energy entities and affiliates (as they may change from time to time) are collectively referred to in this website as “Gexa Energy”, “we”, “us” or “our”, and this website (including any other websites operated, licensed or controlled by us, as this Site or any other such websites may change from time to time) is referred to as the “Site” or the “Gexa Energy Site”. Information contained on this Site may refer generally to all Gexa Energy activities, or, as the context indicates, to specific jurisdictions or activities.

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By using the Gexa Energy Site, you represent that you agree with our Terms of Use and Gexa Energy’s Privacy Policy (our "Privacy Policy") found elsewhere on the Gexa Energy Site. If you do not agree with anything found in either these Terms of Use or our Privacy Policy, please do not use the Gexa Energy Site.

ACKNOWLEDGEMENT

You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt of which is hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, your use of the Gexa Energy Site, receipt of data, access to materials and information made available through the use of the Gexa Energy Site, the possibility of our review, use or display of your Submissions (as defined below in the section labeled “Submissions To The Gexa Energy Site”), and the possibility of publicity and promotion from our review, use or display of your Submissions.

REGISTRATION AND SITE SECURITY

Gexa Energy uses industry standard encryption technologies when transferring and receiving consumer data exchanged with the Gexa Energy Site. Gexa Energy service request forms use Secure Sockets Layer encryption technology during data transmission in an effort to protect your communication and maintain your privacy.

Gexa Energy does not knowingly reveal any sensitive personal or similar information (“personal information”) that is provided by our customers through the Gexa Energy

Site to any third parties, except when requested to do so by a governmental agency having jurisdiction, or by a court of competent jurisdiction or other operation of law. We endeavor to keep all personal information provided by customers using our online forms strictly confidential and secure in an effort to prevent unauthorized use of personal information. Please refer to our Privacy Policy for more details.

By using the Gexa Energy Site you agree to provide and maintain on our records, current and accurate personal information as indicated to you during our registration processes. If you provide any information which is inaccurate or outdated, or if we have reasonable grounds to question the truthfulness the information provided, we reserve the right to suspend or terminate your account and refuse any and all current or future use of the Gexa Energy Site (or any portion thereof).

You also agree to promptly notify us of any unauthorized use of your username, password, other account information or personal information, or any other breach of security that you become aware of involving or relating to any Gexa Energy Site. In addition, you agree to properly exit or log off from your account at the end of each session.

YOU ACKNOWLEDGE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES RESULTING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION, AND THAT WE EXPRESSLY DISCLAIM ALL LIABILITY FOR SUCH LOSSES OR DAMAGES.

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GEXA ENERGY SITE RULES

By using the Gexa Energy Site, you make the following representations and agree to abide by the following rules (without limitation of other provisions of these Terms of Use and applicable law):

- You will not submit or transmit any information or material that: (a) is defamatory, abusive, harassing, insulting, threatening, or that could be deemed to be an invasion of another's right to privacy; (b) is offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; (d) is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them; (e) infringes or violates any right of a third party or any domestic or international law, rule or regulation including, but not limited to: (i) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (ii) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity rights; or (iii) any confidentiality obligation; or (f) does not comply with all terms and conditions applicable to Submissions.
- You own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to use, and to authorize us to use, distribute or otherwise exploit in all manners permitted by these Terms of Use (including, without limitation, Submissions), and you authorize us to so use, distribute or otherwise exploit, all copyrights, trademarks, patents, trade secrets, privacy and publicity rights (including, without limitation, names, likenesses and voices) and/or other proprietary rights contained in any user content, information or materials that you submit, post, upload, distribute or otherwise make available or transmit.
- You will not submit or transmit any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage the Gexa Energy Site or any connected network, or otherwise interfere with any person or entity's use or enjoyment of the Gexa Energy Site.
- You will not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity including, without limitation, using another person's username, password or other account information or personal information, or another person's name, likeness, voice, image or photograph.
- You will not delete any legal notices, disclaimers or proprietary notices such as copyright or trademark symbols, or modify any logos that you do not own or have express permission to modify.
- You will not submit or transmit any information or communication that is in violation of these Terms of Use.

- You will not engage in (or attempt to engage in) any type of criminal activity within the Gexa Energy Site.

We cannot and do not assure that other users are or will be in compliance with the Gexa Energy Site rules or any other provisions of these Terms of Use, and, as between you and Gexa Energy, you hereby assume all risk of harm or injury resulting from any other person's lack of compliance which causes you harm.

To the extent that any feature on a Gexa Energy Site requires you to submit your e-mail address in order to send an e-mail or message, you must, and you hereby agree to, furnish your actual e-mail address, as applicable.

Any business use, "re-mailing," or other high-volume application is strictly prohibited. You are not permitted to send e-mails or messages using an automated program. E-mails and mobile messages may not contain inappropriate language or images or copyrighted material (without the consent of the copyright holder) or encourage illegal activity. We reserve the right not to deliver e-mails messages that violate these guidelines.

SUBMISSIONS TO THE GEXA ENERGY SITE

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FAILURES, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, STRIKES, LABOR DISPUTES, RIOTS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, NATURAL DISASTERS, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR ANY REASONS BEYOND THE REASONABLE CONTROL OF US OR OUR LICENSORS AND LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND SUPPLIERS. THIS PROVISION SHALL SURVIVE THE TERMINATION OF YOUR USE OF THE GEXA ENERGY SITES OR GEXA ENERGY'S TERMINATION OF THESE TERMS OF USE.

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You are entirely responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s). You hereby agree to indemnify, defend, and hold Gexa Energy, our licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives and assigns harmless from and against any and all losses,

damages, liabilities and costs (including, without limitation, settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the indemnified persons and entities in connection with any claim arising out of any breach by you of these Terms of Use or claims arising from your account(s). You shall use your best efforts to cooperate with Gexa Energy, in the defense of any claim. Gexa Energy, reserves the right, at Gexa Energy's own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

GOVERNING LAW, JURISDICTION AND VENUE

You acknowledge and agree that these Terms of Use, and any and all transactions entered into using any Gexa Energy, Site, shall be governed by the laws of the State of Texas without regard to its choice of law provisions. By utilizing any Gexa Energy, Site, you further acknowledge and agree that any dispute or claim resulting from use of any Gexa Energy, Site or the content thereof shall be subject to the exclusive jurisdiction of the state and federal courts located in Harris County, Texas, submit to the exclusive jurisdiction of such courts with regard to any such dispute or claim, and waive any and all objections to the exclusive jurisdiction of such courts. If a provision of these Terms of Use is held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. Further, all terms and conditions of these Terms of Use shall be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to reform any and all terms or conditions to give them such effect. This provision shall survive the termination of your use of the Gexa Energy, sites or Gexa Energy's termination of these Terms of Use.

NO PARTNERSHIP

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Gexa Energy as a result of your use of the Gexa Energy Site or these Terms of Use.

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WE RESERVE THE RIGHT, IN ITS SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR DELETE PORTIONS OF THESE TERMS OF USE AT ANY TIME WITHOUT NOTICE, AND IT IS YOUR RESPONSIBILITY TO REVIEW THESE TERMS OF USE FOR ANY CHANGES. YOUR USE OF THE GEXA ENERGY, SITE FOLLOWING ANY AMENDMENT OF THESE TERMS OF USE WILL SIGNIFY AND CONSTITUTE YOUR ASSENT TO AND ACCEPTANCE OF SUCH REVISED TERMS OF USE.

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These Terms of Use are effective until terminated by us for any reason in our sole and absolute discretion. You may terminate these Terms of Use at any time by discontinuing use of the Gexa Energy, Site and destroying all materials obtained from any and all such websites and all related documentation and all copies and installations thereof, whether made under these Terms of Use or otherwise. In the event that you terminate these Terms of Use, you agree to notify us of such termination by sending notice of such termination by certified United States mail, postage pre-paid to:

Gexa Energy
Attn: Customer Service
20 E. Greenway Plaza, Suite 600
Houston, Texas 77046

We may immediately terminate these Terms of Use with respect to you (including your access to the Gexa Energy Site) without cause and without notice to you in our sole discretion. Upon termination, you must cease use of the Gexa Energy Site and destroy all materials obtained from such sites and all copies thereof, whether made under these terms of use or otherwise.

We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of users who are repeat infringers of copyright.

The provisions of these Terms of Use, which by their nature should survive the termination of these Terms of Use, shall so survive such termination.