

Terms and Conditions for the Smart Home Transformation Program Rider to Pennsylvania Residential and Small Commercial Terms of Service

This Rider is attached to and made a part of the Pennsylvania Residential and Small Commercial Terms of Service and are incorporated thereto.

As a customer of Major Energy ("Major Energy") for electric and natural gas services ("Energy Services"), you are eligible for enrollment in the Major Energy Smart Home Transformation Program ("Program") subject to the following terms and conditions.

THE PROGRAM. The "Program" is a benefits program offered by Major Energy. All Program terms and conditions apply. Major Energy may change the Program regulations at any time with or without notice. Program participants may be referred to individually as "you" or "your".

a. Eligibility. A residential customer in the Major Energy service area (see Major Energy Terms of Service) who has authorized Major Energy to become its Energy Services supplier is eligible to participate in the Program. To remain enrolled in the Program, you must have an active Major Energy account. For purposes of this Program, active accounts are defined as those that are billing more than \$0 and those for which Major Energy has not received a request on behalf of the customer to discontinue (drop) their applicable service.

b. Program Enrollment. Upon your authorization of the Major Energy Terms of Service and acceptance of these Terms and Conditions for the Program, Major Energy will submit a request to your local utility for enrollment in Energy Services. Upon confirmation of your enrollment in Energy Services, as determined by your local utility, Major Energy will enroll you in the Program.

c. Rewards. From time to time, Major Energy may offer rewards or other benefits to Program participants. Benefits shall be subject to terms and conditions which shall be provided to participants at the time the benefit is awarded. Benefits and rewards are subject to change from time to time and may vary based upon the Services to which participants subscribe.

CHANGES TO THE PROGRAM. Major Energy may modify, restrict, change, or discontinue the Program at any time. Changes may include but are not limited to the type and frequency of benefits offered and expanding or limiting Program eligibility.

TERMINATION. If you no longer satisfy the eligibility requirements set forth above, Major Energy may suspend or terminate your participation in the Program. Major Energy also reserves the right to terminate the Program in its entirety or modify Program eligibility requirements in its sole discretion without compensation to any participants in the Program. If Major Energy suspends or terminates your Program participation for any reason or terminates the Program, you may not receive any benefit that is not fully redeemed as of the suspension or termination date.

COMMUNICATION WITH PROGRAM PARTICIPANTS. Major Energy may communicate with you regarding any matter related to the Program by mail, by telephone, or by electronic communications. Major Energy may make electronic communications to you, including electronic mail. All electronic communications from Major Energy to you shall be deemed to be communications "in writing" and deemed delivered to you no later than the earlier of the date actually received or five (5) days from the date of posting or dissemination. You may update your contact information by contacting customer service at the phone number listed below.

CUSTOMER SERVICE. If you have any questions regarding the Program, contact the Major Energy Customer Care group toll-free at 1-888-MAJOR-60 (1-888-625-6760) or via email at customercare@majorenergy.com.

DISCLAIMERS AND LIMITATIONS. Benefits may be provided by a variety of merchants or manufacturers. Major Energy is not responsible to you for the quality or performance of the benefits, or the products or merchandise provided or obtained as a benefit. You may be subject to additional terms and conditions, warranties, or other requirements of the merchant, manufacturer, or other benefits provider. Major Energy makes no guarantee, warranty, or representation of any kind, express or implied, with respect to the benefits, including, but not limited to, warranties of merchantability or fitness for a particular purpose. Major Energy is not liable for any injury, damage, or loss to person or property or any expense, accident, or inconvenience that may arise from the use of the benefits, any products or merchandise purchased or obtained with the benefits, or otherwise in connection with the Program. Further, Major Energy is not responsible for merchants, manufacturers, or other benefits providers that discontinue or cancel a benefit due to bankruptcy or for any other reason. Major Energy does not make any representation or endorsement of any benefit, merchant, or other provider of a benefit in connection with the Program. You hereby release and hold Major Energy and all parties associated with the Program harmless from any claim, liability, or damage relating to the Program or your use of the benefits. Any benefit offered under the Program is void where prohibited by law. Notwithstanding anything in these terms and conditions to the contrary, neither Major Energy nor its affiliates shall have any liability to you in connection with the Program. You are solely responsible for the payment of any expense associated with ensuring the functionality of benefits including internet service, subscriptions services, certain home fixtures, or other functionality requirements.

GOVERNING LAW/JURISDICTION. The Program terms shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. By participating in the Program, you consent to the exclusive jurisdiction of the state and federal courts in Philadelphia, Pennsylvania, in all disputes arising out of or relating to the Program terms and the Program. In the event that any portion of the Program terms is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

PRIVACY. All information collected in connection with the Program is subject to the Major Energy privacy policy, which can be found at: <https://majorenergy.com/privacy-policy/>.