

# SPARK SURGE PROTECTION PLAN TERMS AND CONDITIONS

1. Applicability. These terms and conditions for services (these "**Terms**") are the only terms that govern the provision of services by Spark Energy, LLC ("**Service Provider**") to the customer contracting for services pursuant to this Agreement ("**Customer**"). **This is not a contract for insurance and it is not insured.**

2. Services. Service Provider shall provide a specified payment to Customer, up to the amount of the annual coverage limit, for the direct costs to repair or replace the covered electronic item if Service Provider determines in its sole discretion that the covered electronic item has been damaged by an electrical power surge event. The Spark Surge Protection Plan covers the direct cost of replacement, up to the amount of the annual coverage limit, if Service Provider determines in its sole discretion that the electronic item is non-repairable because critical parts necessary for its operation are no longer available to repair the covered electronic item, or because the cost of the repair exceeds the value of the covered electronic item. These services (the "**Services**") will be provided in accordance with the Terms herein.

3. Performance Dates. Service Provider shall provide Services beginning 30 days after the initial enrollment date or re-enrollment after cancellation date and continue for one full year. Customer may void this Agreement within 30 days of the enrollment date for a full refund of the contract fees paid. To ensure continued protection, Customer's Spark Surge Protection Plan will be automatically renewed on the Agreement anniversary date at the regular prices and terms then in effect, unless cancelled by Customer or Service Provider in writing to the other 20 days prior to the Agreement anniversary date. If to Service Provider, written notice can be submitted to the addresses listed in 4.(c) below. In the case of a material change to these terms and conditions, Customer may also cancel this Agreement within 20 days of your being notified of such change by calling 1-855-576-1885 or by giving written notice via Certified Mail or email to Service Provider.

## 4. Customer's Obligations.

(a) If Customer experiences damage to a Covered Item from an electrical surge, at Customer's election, Customer will have a licensed technician diagnose and repair the Covered Item at Customer's expense.

(b) To initiate the payment process, Customer must notify Service Provider within 30 days of the electrical power surge event.

(c) Customer shall supply the following documentation within sixty (60) days after the electrical power surge event was reported:

(i) A completed Claim Form (attached hereto as Exhibit A) and any other required documentation to one of the following:

(A) Website Upload: [www.sparkenergy.com/surgeprotection](http://www.sparkenergy.com/surgeprotection)

(B) Email: surgeprotection@sparkenergy.com

(C) Mail: Surge Protection

12140 Wickchester Ln, Ste 100

Houston, Texas 77079

(d) An invoice or other documentation from a qualified technician licensed by the State of Texas on that technician's letterhead (which contains the technician's license number and all applicable contact information) and:

(i) Identifies the damaged electronic item by make, model and serial number,

(ii) Includes a statement that the damage to the item was caused by an electrical power surge event and the date of that event, and

(iii) Describes either:

(A) The repair services performed and their cost, or

(B) The reason the item is not repairable

5. Service Provider's Obligations.

(a) Upon request, Service Provider will provide suggestions for a licensed technician.

(b) Service Provider will reimburse Customer for the repair or replacement of Covered Equipment damaged by an Electrical Surge, subject to the Terms of this Agreement and in a total aggregate annual amount no greater than \$2,000 under the Standard Plan and \$5,000 under the Premium Plan.

(i) Reimbursement of diagnostic fees is limited to \$120 as part of the annual maximum amount.

(ii) If the item is unable to be repaired, Service Provider will provide payment for like-kind replacement (with consideration for depreciation), but will not reimburse upgrades.

(c) All documentation is subject to verification by Service Provider. Within forty-five (45) days of confirmation of Customer's claim by Service Provider, Customer will be issued a check for the payment, provided Customer's account shows no past-due Spark Surge Protect Plan charges.

6. Covered Electronic Items are limited to items that can be plugged into an electrical outlet inside the home which are damaged by an Electrical Surge. An Electrical Surge

is a brief voltage or current wave (like a lightning strike) that can cause instant damage to electrical equipment.

7. Items That Are Not Covered.

(a) The Spark Surge Protect Plan does not cover damage resulting from any cause other than a confirmed electrical power surge event including:

(i) Normal wear and tear or negligent use;

(ii) Damage incurred for an electrical surge event occurring outside of the term of the Agreement;

(iii) Damage incurred to electronic items that are not owned by the Customer, the Customer's Spouse, or the Customer's Children, or are not located at the home during the electrical power surge event;

(b) Electronic Items that are not covered include, but are not limited to:

(i) Electric vehicles;

(ii) Medical equipment;

(iii) Power tools;

(iv) Items covered under insurance plans or which are under warranty;

(v) Outdoor appliances, detached garages, devices or appliances not plugged into an electrical system or service meter, high voltage items;

(vi) Electrical systems, fuse boxes, or circuit breakers;

(vii) Items that are hard wired or permanently connected into the home's electrical system (such as a central HVAC system);

(viii) Items plugged into electrical outlets located on the outside of the home;

(ix) Items which cannot be replaced with like kind and quality, such as antiques.

8. Fees and Expenses; Payment Terms; Interest on Late Payments.

(a) In consideration of the provision of the Services by Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees as set forth below:

(i) Standard Plan: \$4.99 per month with a coverage of up to \$2,000 per year

(ii) Premium Plan: \$8.99 per month with a coverage of up to \$5,000 per year

(b) Customer's electric utility service is not subject to disconnection for the nonpayment of charges under this Agreement. If Customer makes a payment on its electricity utility bill that contains both energy and Service Agreement charges, the payment will be applied typically to the oldest energy charges first, but always consistent with applicable state regulatory guidance.

9. Personal Information. By entering into this Agreement, Customer agrees that any personal information provided to Service Provider in connection with this Agreement, whether required or not, constitutes permission for Spark Energy to add Customer's personal information to Spark's customer database and to use and share Customer's information as set forth in Spark's Privacy Policy (located at <https://www.sparkenergy.com/privacy-policy/>). You may opt out of receiving marketing communications from Spark Energy as set forth in the Privacy Policy or as provided within any marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of emails).

10. Representation and Warranty.

(a) Customer represents and warrants that:

(i) Customer's home is in the State of Texas.

(ii) Customer understands that Service Provider will not perform the actual repair or replacement of any Covered Items and that it is Customer's responsibility to select and engage a Licensed Technician to assess the surge damage and provide Customer with a written repair invoice.

(iii) Customer is responsible for payment of any amounts owed to a Licensed Technician and will only be reimbursed by Service Provider up to an annual total of \$2,000 under the Standard Plan and \$5,000 under the Premium Plan.

11. Termination. In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement with immediate effect upon written notice to Customer, if:

(a) Customer fails to pay any amount when due under this Agreement, or;

(b) Customer moves outside of Service Provider's service territory; or

(c) It is in Service Provider's interest resulting from the decision or order of a governmental body or a change in laws or regulations.

12. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and void. If Customer

moves from the home during the term of this Agreement, Customer's Spark Surge Protect Plan Agreement will be transferred to Customer's new address if it is within Service Provider's service territory.

13. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

14. Arbitration and Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Texas. The Parties agree that any claim or dispute arising out of this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), in accordance with the AAA Rules, and that the arbitrator's decision will be final except for a limited right of review under the FAA. The seat of arbitration shall be located in Harris County, Texas, before a single arbitrator. Each party shall pay its own respective legal and other professional fees and expenses incurred in connection with the matters addressed herein. **THE PARTIES HEREBY WAIVE ANY RIGHT TO SUE IN COURT IN FRONT OF A JUDGE OR JURY.**

15. Class Action Waiver. All Disputes, whether resolved informally or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). Customer expressly waives any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. **CUSTOMER UNDERSTANDS THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

16. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.