

**THIS DOCUMENT CONTAINS IMPORTANT INFORMATION EXPLAINING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

**For questions concerning the terms of electric or natural gas supply service, billing, disputes, or complaints,** please contact AEP Energy by phone at 1-866-258-3782 (toll-free), M-F, 8AM – 7PM EST, in writing at AEP Energy, 1 Easton Oval, Suite 200, Columbus, OH 43219, Attn: Customer Care, or by email at [care@aepenergy.com](mailto:care@aepenergy.com). Our web address is [AEPenergy.com/help](http://AEPenergy.com/help).

**For questions concerning these terms and conditions or AEP Energy Reward Store,** please contact AEP Energy by phone at 1-866-258-3782 (toll-free), M-F, 8AM – 7PM EST.



## AEP Energy Reward Store Terms and Conditions

This Terms and Conditions document (this “Agreement”) outlines details of AEP Energy Reward Store (the “Store”), is an agreement between you (referred to as “you”, “your”, or “Customer”) and AEP Energy, Inc. (referred to as “AEP Energy”, “we”, “us”, and “our”), and describes your and our respective rights and obligations with respect to the Store and Store “Reward Dollars” that we offer to certain eligible Customers (see “Eligibility to Enroll; Eligibility for Rewards” below) and that can be redeemed to purchase products and/or services available on the Store website (“Rewards”). This Agreement incorporates the AEPenergy.com website’s Terms of Use (the “Website Terms of Use”) and Privacy Policy. In the event of a conflict or inconsistency between the Website Terms of Use and the terms and conditions of this Agreement, the terms and conditions of this Agreement will take precedence with respect to the Store.

**The Store.** The Store is separate and distinct from our electricity or natural gas supply offers and services, and this Agreement does not replace, amend, or in any way alter the written terms of service as executed or effective between you and us or customer documents associated with your electric or natural gas supply offer(s) and related services (each, a “Supply Agreement”).

You *are not required* to enroll or participate in the Store in connection with any electricity or natural gas supply offers or services or any Supply Agreement. In the event of a conflict or inconsistency between the terms and conditions of any Supply Agreement and the terms and conditions of this Agreement, the terms and conditions of this Agreement will take precedence solely with respect to the Store, and the terms and conditions of the Supply Agreement will take precedence with respect to your electric or natural gas supply offer(s) and related services.

**Acceptance of this Agreement.** BY CLICKING ON THE “SUBMIT” BUTTON ON THE ENROLLMENT LINK TO THE STORE WEBSITE OR OTHERWISE ACCESSING THE STORE WEBSITE OR USING THE STORE WEBSITE IN ANY MANNER, YOU UNCONDITIONALLY:

- agree that you have read and understand in full this Agreement (including all features of the Store) and all terms, conditions, and provisions contained or referred to in this Agreement and that you accept and will fully comply with and be bound by the same;
- **consent to submit any and all claims arising hereunder to mandatory, binding arbitration governed by the laws of the State of Ohio** (see “Binding Arbitration” below);
- **agree to release AEP Energy and our affiliated parties from any and all claims of losses, liabilities, or damages you may incur related to this Agreement** (see “General Disclaimers; Release of Liability” below); and

- **consent to and authorize AEP Energy to collect and share information about you.** Through your use of the Store, we may collect your email address and other contact information and your account information, including energy usage information (if and only to the extent permitted by your consent under applicable law or regulation). We may share the above information with third parties, which may include the Store’s third-party website platform provider/operator, its merchants, and other third-party service providers (collectively, “Providers”), in connection with operating the Store, managing Rewards, and/or carrying out this Agreement. Providers are not our affiliates and have no permissions with respect to, or ability to grant, Rewards. Providers also are subject to change without notice.

**Changes to this Agreement, the Store, and/or Rewards; Communication via Email and/or the Store Website.** This version of this Agreement replaces any previous or earlier version(s) of this Agreement in its entirety. We may alter, change, modify (including by providing (or causing to be provided) additional terms, conditions, disclosures, and/or agreements that will become part of this Agreement), substitute, replace, or terminate this Agreement at any time in our sole discretion (each, effective immediately upon occurrence, a “Change Event”), with or without notice to you. While we may make available notice of material changes to this Agreement (as we solely determine and which notice may be sent via email), other changes may only be evidenced by posting of an updated copy of this Agreement online. By providing AEP Energy your email address, you agree (A) to receive notices electronically from or on behalf of AEP Energy, including notices for changes to this Agreement, where such notices are permitted under applicable law, and (B) that we may provide any email address that you provide to us to any other person or entity that provides any services to us or to the applicable Provider(s) (directly or indirectly) in connection with this Agreement and/or the Store. AEP Energy will not be responsible for any email-related errors in transmission or otherwise or for your failure to receive or review your email and/or to review the Store website. You will be responsible for reviewing the latest version of this Agreement to ascertain whether a Change Event has occurred.

AT ANY TIME, WITHOUT NOTICE, AND IN AEP ENERGY’S COMPLETE AND SOLE DISCRETION, YOUR REWARDS MAY BE CHANGED, REMOVED, MODIFIED, OR UPDATED. In no event are we obligated to provide any notice of any changes to this Agreement, any Rewards, the Store, or the Store website itself, including when and what purchases can be made (which you understand and agree may change with or without notice at any time). We may change or replace the Store at any time in our sole discretion, which will also be considered a Change Event and may occur with or without notice to you. AEP Energy also reserves the right to terminate the Store at any time without notice. We may (but are not required to) send notice of Store termination to the primary email address associated with your Store account or via other means (such as posting on the Store website). You expressly agree that we have no obligation

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or responsibility whatsoever to contact or notify you at any time or in any manner, whether directly or indirectly, in connection with this Agreement, your Store account or account status, Rewards, your Rewards status, or any other matter associated with this Agreement and/or the Store (including your participation in the Store).

Following any Change Event, your continued participation in the Store and/or accessing of the Store website will conclusively affirm and be evidence of your knowing acceptance of any and all such alterations, changes, modifications, substitutions, replacements, or terminations and/or additional terms, conditions, disclosures, or agreements.

Should you no longer wish to continue with this Agreement following a Change Event, you must immediately cease participating in the Store and accessing the Store website and all Rewards.

**Eligibility to Enroll; Eligibility for Rewards.** ELIGIBILITY TO ENROLL AND PARTICIPATE IN THE STORE AND ELIGIBILITY FOR ANY AND ALL REWARDS ARE EXPRESSLY GOVERNED BY AND SUBJECT TO THIS AGREEMENT. THE STORE AND ALL REWARDS ARE VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW, RULE, OR REGULATION. All federal, state, and local laws apply.

You must be a retail electric or natural gas supply customer (1) in Delaware, District of Columbia, Illinois, Maryland, New Jersey, Ohio, or Pennsylvania; (2) with AEP Energy electric and/or natural gas supply account(s) held in your name (each, a "Named Account"); (3) who, pursuant to your Supply Agreement(s) in connection with such Named Account(s), received in writing from AEP Energy offer(s) expressly contemplating at the outset eligibility to enroll and participate in the Store and Rewards; and (4) who is "in good standing" at the time of initial activation of your Store account and **at each time of accumulation, receipt, and/or redemption of any Reward**, which means (as AEP Energy solely determines):

- each of your Named Account(s) is active;
- you are not delinquent on any payments due with respect to your Named Account(s); and
- no Named Account is otherwise in default under any Supply Agreement.

Your access to your Rewards may be suspended and blocked (without prior notice), and you will be temporarily prohibited from accumulating Rewards or redeeming accumulated Rewards until such time as you again become a Customer in good standing.

If you have more than one Named Account as a single customer, you are eligible to receive Rewards for each of your Named Accounts, but you cannot create or maintain more than one Store account to accumulate and redeem Rewards for a given address associated with your Named Account(s).

**Accumulation of Rewards.** In our sole discretion, as part of a marketing campaign or otherwise, you may be eligible to accumulate Rewards beginning in or after the calendar month following successful enrollment in and commencement of the applicable term(s) of your electricity and/or natural gas supply service(s) from AEP Energy under the relevant Supply Agreement(s) associated your Store account (your "Initial Rewards Offer"). Rewards associated with your Initial Rewards Offer may, in our sole discretion, accumulate on a periodic basis (for example, monthly or quarterly concurrently with the applicable term(s) of the relevant Supply Agreement(s) associated your Store account), such that by the end of the applicable term(s) of your Supply Agreement(s), you may have accumulated the total Rewards specified in your Initial Rewards Offer. Reward amounts may be updated as they accumulate during each relevant period; however, you may or may not accumulate Rewards concurrently with your billing cycle(s) under your Supply Agreement(s).

From time to time, AEP Energy may, in its sole discretion, offer additional Rewards in different amounts, including to various customers or to different types or categories of customers, in connection with various marketing campaigns, events, promotions, and/or activities (such as bonus or premium Reward opportunities or at renewal of a Supply Agreement, collectively, "Accumulation Events"). Your eligibility to receive Rewards in connection with any Accumulation Event will be determined solely by AEP Energy. You may be offered or may receive additional terms and conditions at the time of the applicable Accumulation Event. Any such additional terms and conditions will become part of this Agreement.

You will be able to see your accumulated Rewards through your AEP Energy Named Account's web portal.

**Redemption of Rewards.** You are required to enroll to activate your Store account before you will be able to redeem Rewards in the Store. You have sole responsibility for the use of your Store account and redemption of Rewards, including in the event other users gain access to your Store account (see "Use of Your Store Account" below).

You can choose to redeem Rewards to purchase and pay (partially or fully) for any products and/or services available in the Store. You will be responsible for all costs and expenses (including sales tax, shipping costs, and expedited shipping and/or courier fees) associated with your purchases in the Store, and you will be required to provide a valid, separate form of payment for your purchases(s) if you have not accumulated Rewards sufficient to pay the entire cost and expense of any purchase(s) (including those associated with shipping).

REWARD DOLLARS HAVE ABSOLUTELY NO CASH OR INTRINSIC VALUE AND CANNOT BE REDEEMED, REBATED, OR EXCHANGED FOR CASH, SUPPLY AGREEMENT BILL DISCOUNTS OR CREDITS, OR ANY OTHER PROPERTY OR CURRENCY OR USED IN CONNECTION WITH ANY AGREEMENTS THAT YOU MAY HAVE WITH OUR AFFILIATES OR WITH THIRD PARTIES. You will not be permitted to combine Rewards with, or apply Rewards to, discounts, incentives, rebates, or other features of products or services offered outside of the Store or under any Supply Agreement. We may alter, change, or modify, in our sole discretion and at any time, without notice, (x) the redemption value of Reward Dollars, (y) the value or amount of Rewards that can be accumulated or redeemed (generally and/or on any given occasion), and/or (z) the means, offers, opportunities, or events associated with the distribution, accumulation, valuation, and/or redemption of Rewards, in any manner or way that we may so determine.

Once your Rewards are redeemed to make a purchase in the Store, the applicable redeemed amount will be deducted from your accumulated Rewards balance. Although your Rewards balance is expected to be updated concurrently with your purchases, your Rewards balance may not reflect pending transactions until after your order has been processed and/or shipped. If you return your purchase(s), then your return(s) and refund(s) are subject to the policies of Providers, as applicable, and following processing of the applicable return(s), Rewards used to purchase those returned item(s) will be restored to your accumulated Rewards balance (minus any Rewards redeemed for applicable shipping, handling, and/or restocking fees).

**Store Products and Services.** There is no guarantee that any particular products or services will be available on the Store website at any time, and Store products or services may change without notice. AEP Energy is in no way whatsoever responsible for any items offered or purchased in the Store. All products or services that you may purchase or otherwise obtain through the Store are offered for sale and delivered by third-party providers that are (1) not affiliated with AEP Energy and (2) each solely liable for all nature and features (including quality and performance) of, and for any and all claims (whether in contract, warranty, or tort) related to, its products or services. We are not responsible for any Store products or services or the shipping or delivery time(s)

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or requirements (including whether or not any particular item is permitted to be shipped to the address(es) provided or arrives successfully to the delivery destination). You accept full responsibility for all applicable sales and use taxes, fees, surcharges, and shipping and handling charges, and you acknowledge that AEP Energy is not responsible for replacing or reimbursing you for defective, lost, stolen, or damaged purchases.

**Referral Fees; Commissions.** We may receive a percentage-based commission from Providers for each purchase through the Store.

**Other Redemption Information.** Rewards are not able to be redeemed on any websites other than the Store website. You do not own Rewards, and Rewards are not your property. You will not be permitted to exchange, assign, substitute, or transfer your Rewards to or in connection with other customers' Store accounts or other Named Accounts not held by you.

Additionally, you cannot transfer Rewards by means of operation of law or other events causing changes of status under law, such as divorce, estate inheritance, or bankruptcy. In any event, any permitted exchange, assignment, substitute, or transfer of Rewards among your Store accounts and/or Named Accounts held by you can only occur if and as we solely determine.

**Expiration, Forfeiture, and/or Cancellation of Rewards.**

**Expiration.** Your unused, accumulated Rewards will expire on the third (3<sup>rd</sup>) annual anniversary of (i.e., three (3) years after) the later of the (1) date such Rewards were deposited in your Store account or (2) most recent date on which a Store website purchase for which final payment has been submitted and processed has occurred from your Store account. Each successfully completed Store website purchase from your Store account restarts the period over which your Store account activity is measured; however, deposit of additional Rewards alone (i.e., without further completed purchase activity from your Store account) does not reset or restart the measurement period.

**Forfeiture; Cancellation.** Your unused, accumulated Rewards may be partially or entirely forfeited and/or cancelled (without notice, as applicable and as described below) in conjunction with the following events:

- If you are a Customer whose Named Account(s) are not in good standing for four (4) or more months during a preceding twelve (12)-month period;
- If you are no longer a supply customer with AEP Energy (for any reason); and/or
- If at any time we determine, in our sole discretion, that you are not eligible to participate in the Store.

In any event, expired, lost, forfeited, or cancelled Rewards will not be reinstated unless we determine in our sole discretion that we have made or caused an error.

We also reserve the right, in our sole discretion (without notice and at any time), to cancel, suspend, or otherwise terminate all or any portion of Rewards and/or the Store for any reason. If we decide to cancel or terminate Rewards and/or the Store, and you do not use your accumulated Rewards for valid purchase(s) in the Store by the effective date of cancellation, your accumulated Rewards will expire.

If you, or person(s) or entity(ies) purporting to act on your behalf, abuse, tamper with, engage in any intentional or wrongful acts or omissions related to (including fraudulent or suspected fraudulent activity or misrepresentation, interference with or misuse of or suspected interference with or misuse of your Store account and/or the Store website, or violation or suspected violation of any applicable terms and conditions of this Agreement and/or in connection with the Store and/or Store website), or otherwise violate (or are suspected of violating) any applicable law, rule, or regulation in connection with the Store,

the Store website, and/or Rewards, in each case as we solely determine, AEP Energy may disqualify you as an eligible Customer and (immediately and without notice) may block and revoke your access to your Store account and any Rewards. Any unused, accumulated Rewards will be forfeited immediately.

**Utility Rebates.** Your utility, which distributes or delivers electricity or natural gas (as applicable) to you, may offer certain types of rebates or other benefits (collectively "Utility Rebates") to you as a utility customer, and these Utility Rebates may be (but are not required to be) available to you on the Store website. Utility Rebates and the related eligibility and redemption requirements are provided, managed and/or administered by the applicable Provider and/or your utility, and those respective parties have the sole responsibility, as applicable, for administering, managing, operating, and/or otherwise providing any Utility Rebates. You acknowledge and agree that any and all questions and/or disputes concerning any Utility Rebates will be resolved between you and the applicable Provider and/or your utility, as applicable.

You also understand and agree that eligibility for and use of Utility Rebates are subject to separate requirements not governed by AEP Energy or this Agreement and that you may incur charges and other liabilities if it is determined that a Utility Rebate for which you are not eligible has been applied to one or more of your Store transactions. You agree that AEP Energy has no liability to you or any third party arising from any such Utility Rebate transactions (including any limitations or effects on your ability to use or redeem via the Store website or elsewhere any Utility Rebates for which you appear to be eligible).

**General Disclaimers; Release of Liability.** THE OFFERING AND PROMOTION OF THE STORE, REWARDS, ANY PRODUCTS AND/OR SERVICES, AND ALL ASSOCIATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, AEP ENERGY (ON BEHALF OF ITSELF, ITS AFFILIATES, AND THEIR RESPECTIVE AFFILIATES (INCLUDING PARENT AND SUBSIDIARY COMPANIES, ORGANIZATIONS, AND ENTITIES), OFFICERS, DIRECTORS, MANAGERS, PARTNERS, OWNERS, SHAREHOLDERS, EMPLOYEES, AGENTS (INCLUDING AFFILIATED AND UNAFFILIATED ADVERTISING AND/OR PROMOTION AGENTS), REPRESENTATIVES, CONTRACTORS, AND INSURERS (BOTH IN THEIR PERSONAL AND REPRESENTATIVE CAPACITIES, INCLUSIVE OF ALL SUCCESSORS AND ASSIGNS OF THE SAME, COLLECTIVELY, "INDEMNIFIED PARTIES")) EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE STORE, THE STORE WEBSITE, REWARDS, PROVIDERS, PRODUCTS, SERVICES, AND/OR REBATES OR OTHER BENEFITS OR ITEMS OFFERED IN THE STORE, AND THE QUALITY OF, OR ACCURACY OF DESCRIPTIONS OR ADVERTISEMENTS FOR, ANY PRODUCTS, SERVICES, OR OTHER ITEMS OFFERED IN OR PROVIDED THROUGH THE STORE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR THAT THE STORE WEBSITE IS OR WILL BE FREE OF DESTRUCTIVE MATERIALS OR THAT YOUR ACCESS TO OR USE OF THE STORE WEBSITE WILL BE UNINTERRUPTED OR FREE FROM ERROR (WHICH MAY INCLUDE ANY ERROR (INCLUDING HUMAN ERROR), INTERRUPTION, DELETION, OMISSION, DEFECT, OR HARDWARE, SOFTWARE, TELEPHONE, CABLE, COMPUTER, OR OTHER EQUIPMENT, SYSTEMS, CONNECTION, OR TRANSMISSION FAILURE, SOFTWARE, ACCESS, AND OTHER TECHNICAL OR NON-TECHNICAL (INCLUDING PRINTING OR TYPOGRAPHICAL) ERRORS OR MALFUNCTIONS).

NEITHER AEP ENERGY NOR ANY OTHER INDEMNIFIED PARTY ASSUMES ANY LIABILITY OR RESPONSIBILITY WHATSOEVER, INCLUDING FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ("DAMAGES") FOR THE STORE, ANY

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REWARDS, ANY FAILURE, DELAY, OR DECISION BY AEP ENERGY IN OFFERING THE STORE OR ADMINISTERING ANY REWARDS, THE USE OF OR INABILITY TO USE THE STORE WEBSITE, CONDUCT OR CONTENT OF ANY PROVIDER OR MERCHANT, THE PURCHASE OR USE OF ANY PRODUCTS OR SERVICES, ANY DAMAGE, EXPENSE, INCONVENIENCE, LOST OPPORTUNITY, LOST PROFITS, LOST OR DAMAGED DATA, INJURY, ACCIDENT, DEATH, OR DAMAGE TO ANY PERSONS OR PROPERTY RELATING TO OR OCCURRING AT ANY PREMISES ARISING FROM OR IN CONNECTION WITH ANY STORE OFFERING, THE STORE WEBSITE, REWARDS, REBATES, PRODUCTS, OR SERVICES PROVIDED OR FAILED TO BE PROVIDED, EVEN IF AEP ENERGY OR ANY OTHER INDEMNIFIED PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF AEP ENERGY'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

You acknowledge that your use of or access to the Store, Rewards, and/or the Store website is at your sole risk, and you assume full liability and responsibility for all costs associated with all devices and equipment you use in connection with your use of or access to the Store, Rewards, and/or the Store website. You also specifically acknowledge that you may be disclosing sensitive, personally identifiable, private, and/or confidential information about yourself or your Named Account(s) in your use of the Store and/or the Store website, and you agree to assume full and complete responsibility for any harm or damages of any kind or character whatsoever (including any Damages) resulting from your disclosure of such information.

By participating in the Store, you (on your own behalf and on behalf of your affiliates, heirs, and permitted assigns, as applicable, and any other users who gain access to the Store and/or the Store website in connection with your Store account) completely release and forever discharge any and all Indemnified Parties from any and all past, present, and future liabilities, claims, and demands of whatever kind or nature (whether currently known or unknown), either in law or in equity (collectively, "Claims"), and you waive all remedies and courses of action that might otherwise be available to you in respect of reliance on any representation, warranty, or other assurance given or made prior to this Agreement and waive all rights to assert any such Claims, including Claims associated with any activity in connection with the Store, the Store website, and/or any Rewards and any and all Claims for any injury, damage, loss, cost, or expense whatsoever (including Damages and investigative, court, attorneys', and/or experts' fees and costs) that may occur, whether directly or indirectly, in connection with any activity in conjunction with the Store (including purchases and other transactions involving your Store account or Rewards and any products and/or services purchased from the Store and any breaches or compromises of security of your account information). Your sole and exclusive remedy is to immediately discontinue using the Store, the Store website, and all Rewards. You and AEP Energy intend that this release and limitation of liability be construed by any arbiter or court as being the broadest possible release and limitation of liability consistent with applicable law. You agree that all limitations, exclusions from liability, disclaimers, and releases specified in this Agreement will survive termination or expiration of this Agreement, the Store, the Store website, and all Rewards and apply even if found to have failed of their essential purpose.

In addition, and without limiting any of the foregoing, you further agree (on your own behalf and on behalf of your affiliates, heirs, and permitted assigns, as applicable, and any other users who gain access to the Store and/or the Store

website in connection with your Store account) to indemnify and hold harmless all Indemnified Parties from and against any and all claims, injuries, damages, losses, liabilities, causes of action, costs, and expenses whatsoever (including Damages and investigative, court, attorneys', and/or experts' fees and costs) arising from or in connection with (A) your use of or access to the Store, the Store website, and/or Rewards; (B) your violation or alleged violation of this Agreement and/or any other applicable agreement, terms, conditions, or policy; (C) your violation or alleged violation of any third-party right, including any intellectual property right or any publicity, confidentiality, property, or privacy right; and/or (d) any claim that your use of or access to the Store, the Store website, and/or Rewards and/or your purchase, acceptance, possession, use, or inability to use any product, service, Reward, rebate, or other offering provided through or in association with the Store caused damages or loss of any kind to any person or entity, including personal injuries, death, economic injury, property damage, Damages, tangible or intangible losses, costs, expenses, or lost profits, regardless of whether in contract, tort, negligence, strict liability, or otherwise. The provisions of this paragraph and entire section will survive termination or expiration of this Agreement, the Store, the Store website, and all Rewards.

**Use of Your Store Account.** To enroll and activate your Store account, you must complete the specified registration process by providing us with current, complete, and accurate information as requested by the applicable registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. By enrolling to activate your Store account, you agree that AEP Energy is not responsible for any disputes that you may have with, or any purchases or other activities that you do not authorize but may result from, any other users who gain access to your Store account (regardless of whether you give or allow access, knowingly or unknowingly, on a one-time or continuous basis, or otherwise). You are fully and solely responsible for all acts or omissions in conjunction with use of the Store, the Store website, and any Rewards in relation to your Store account (including any password or payment storage or access). If you become aware of any unauthorized use of your Store account, you agree to notify us immediately at [care@aepenergy.com](mailto:care@aepenergy.com).

**Binding Arbitration.** All disputes arising under this Agreement shall be settled by binding arbitration under the Commercial Rules of the American Arbitration Association, in Franklin County, Ohio, by a single arbitrator selected in accordance with such rules. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL, AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION. DO NOT USE THE STORE IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.**

**Governing Law.** This Agreement and use of the Store and/or Rewards are governed by and will be construed and enforced in accordance with the laws of the State of Ohio, which will apply no matter where you live or use the Store and/or Rewards, without giving effect to any conflicts of law principles which otherwise might be applicable.

**Interpretation.** All questions and interpretations concerning construction and/or validity regarding this Agreement, the Store, and/or Rewards, including Rewards eligibility and rights and obligations under the terms and conditions of this Agreement will be decided by AEP Energy in our sole discretion. An error by us does not constitute a breach of this Agreement. The words "include" and

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"including" shall be deemed to be followed by the phrase "without limitation". Headings are for convenience only and will not be used in interpreting this Agreement.

**Severability.** If any part of this Agreement is found to be invalid, unlawful, void, or unenforceable, then you and AEP Energy agree that such part will be deemed amended to the extent necessary to make it valid and give effect to the parties' intentions as reflected in that part, and the remainder of this Agreement will continue in full force and effect.

**Entire Agreement; Assignment.** This Agreement is the entire and final agreement between you and us with respect to the Store and Rewards. There are no understandings or representations with respect to the subject matter of this Agreement, express or implied, that are not stated in this Agreement.

We may (without notice or need for your consent) assign or delegate this Agreement and/or any of our rights, responsibilities, and/or obligations under this Agreement to any of our affiliates and/or our independent contractors and/or any other third parties, and any such assignment or delegation will not be a waiver of any of our rights or remedies under this Agreement or otherwise.

**No Waiver.** We can choose to enforce or can delay or omit enforcement of any part of this Agreement without losing our right to enforce this Agreement at any time or in the future. If we waive or otherwise delay or omit to enforce any right, remedy, or provision of this Agreement, such waiver or failure will not serve as a waiver of enforcement of that right or provision on any other occasion.

**No Third Party Beneficiaries.** This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than you and us and does not, and is not intended to, create any standard of care, duty, or liability to any such other person or entity.

**Technical Processing and Transmissions; Telephone Calls and Monitoring.** By participating in the Store, you acknowledge that technical processing of and transmissions from the Store website may involve transmissions over one or more computer or cloud networks or devices.

Unless we otherwise determine, we will not endeavor to send or deliver any communications or notices to you by any means other than email and/or the Store website. Under no circumstances are we responsible, obligated, or liable for sending or delivering, or for not sending or delivering, any notifications or communications to you in connection with the Store or this Agreement.

You affirm your agreement that AEP Energy and entities calling on AEP Energy's behalf may make calls (including using automated telephone equipment or pre-recorded messages) to the number(s) you have provided, or will provide during the term of this Agreement (including to your cellular or other wireless device and if the number provided is, is converted to, or connects to a wireless, cellular, or mobile number or any type of mobile or wireless device (including irrespective of whether the telephone number is currently or becomes listed on a Do Not Call Registry)), regarding your Store account, the Store, Rewards, and/or this Agreement.

You understand that any such communications to you may result in additional mobile, text message, data, or other charges.

**Taxes.** You are solely responsible for any and all tax liabilities (whether personal or business, including disclosure requirements) related to the Store or Rewards or as a result of Rewards accumulated and/or redeemed or purchases made. In the event that your participation in the Store results in the receipt of taxable income from us, we may be required to send to you, and file with the applicable governmental entity or agency having jurisdiction, necessary tax documentation. Please seek tax advice on your own behalf or consult a tax advisor if you have any questions concerning your particular tax situation.

**Multi-State Marketing Disclaimer.** AEP Energy is a competitive retail electric generation service supplier and an affiliate of Ohio Power Company (AEP

Ohio). AEP Energy is not soliciting on behalf of, endorsed by, acting on behalf of, and is not an agent of AEP Ohio, your electric distribution company, any governmental body, or consumer group. Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. Customers do not need to purchase electric generation supply from AEP Energy in order to continue to receive regulated service from their utility. Switching to AEP Energy is not mandatory and you have the option of remaining with your local distribution company for basic generation service. AEP Energy's Maryland license is IR-757.