



AEP Energy Online Energy Portal Terms and Conditions

This Online Energy Portal Terms and Conditions document (this "Agreement") outlines details of the one or more online energy management portal(s) for which registration has been, is being, or will be submitted (collectively, the "Online Energy Portal(s)"), 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 governing your access to, and use of, each of the relevant Online Energy Portal(s). 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 Online Energy Portal(s).

Online Energy Portal(s). Each Online Energy Portal is separate and distinct from retail energy supply, and this Agreement does not replace, amend, or in any way alter the written terms and conditions for retail energy supply as executed or effective between you and AEP Energy (each, a "Supply Agreement"). Unless expressly provided otherwise in your Supply Agreement, you are not required to enroll or participate in any Online Energy Portal in connection with your Supply Agreement, and as such, your use of or participation in Online Energy Portal(s) is entirely voluntary. In the event of a conflict or inconsistency between the terms and conditions of your Supply Agreement and the terms and conditions of this Agreement, the terms and conditions of this Agreement will take precedence solely with respect to any Online Energy Portal, and the terms and conditions of the Supply Agreement will take precedence with respect to your retail energy supply.

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. If you become aware of any unauthorized use of or access to any Online Energy Portal account, you agree to notify us immediately at care@aepenergy.com.

Acceptance of this Agreement. BY CLICKING ON THE "SUBMIT" BUTTON ON THE ENROLLMENT LINK TO THE ONLINE ENERGY PORTAL(S) (the "ENROLLMENT REQUEST") OR OTHERWISE ACCESSING THE ONLINE ENERGY PORTAL(S) OR USING THE ONLINE ENERGY PORTAL(S) IN ANY MANNER, CUSTOMER/YOU UNCONDITIONALLY:

- agree that you have read and understand in full this Agreement (including all features of the relevant Online Energy Portal(s)) and all terms, conditions, and specifications or requirements included with any Online Energy Portal or otherwise presented to you in connection with this Agreement and that you accept and will fully comply with and be bound by the same;
- 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 "Release of Liability" below); and
- CONSENT TO AND AUTHORIZE AEP ENERGY TO COLLECT AND SHARE ACCOUNT INFORMATION ABOUT YOU, IRRESPECTIVE (AND WHICH WILL NOT CONSTITUTE VIOLATION) OF ANY CONFIDENTIALITY OBLIGATIONS SET FORTH IN YOUR PAST, CURRENT, OR FUTURE SUPPLY AGREEMENT(S), AND ALL SUCH OBLIGATIONS YOU HEREBY WAIVE FOR PURPOSES OF THIS AGREEMENT.

IN CONNECTION WITH OUR OPERATION, AND YOUR USE, OF THE RELEVANT ONLINE ENERGY PORTAL(S), WE WILL COLLECT AND DISPLAY YOUR ACCOUNT INFORMATION, INCLUDING ENERGY USAGE INFORMATION (IF AND ONLY TO THE EXTENT PERMITTED BY YOUR CONSENT UNDER APPLICABLE LAW OR REGULATION), AND SHARE YOUR ACCOUNT INFORMATION WITH AFFILIATES AND THIRD PARTIES, WHICH MAY INCLUDE EACH RELEVANT ONLINE ENERGY PORTAL'S THIRD-PARTY WEBSITE PLATFORM PROVIDER OR OPERATOR AND OTHER THIRD-PARTY SERVICE PROVIDERS (COLLECTIVELY, "PROVIDERS"). CUSTOMER FURTHER AGREES THAT ENERGY DATA OBTAINED PURSUANT TO THIS AGREEMENT MAY BE ANONYMOUSLY AGGREGATED AND OTHERWISE USED AND RETAINED BY AEP ENERGY AND PROVIDERS IN A FORM THAT DOES NOT UNIQUELY IDENTIFY CUSTOMER OR ANY CUSTOMER SERVICE LOCATION. Providers are not our affiliates and are subject to change without notice.

1. Enrollment. Customer desires through the Enrollment Request that AEP Energy enroll any electric distribution company ("EDC") account service location(s) currently served by AEP Energy under the Supply Agreement in the relevant Online Energy Portal(s) specified in such Enrollment Request. Customer acknowledges and agrees that AEP Energy may, in its sole discretion and without Customer's recourse, refuse enrollment or continued access to any Online Energy Portal for any reason whatsoever at any time. Following its receipt of the Enrollment Request, AEP Energy will determine eligibility to grant access. In the event AEP

Energy approves eligibility, AEP Energy expects to send Customer an email confirmation notice of Customer's enrollment in the respective Online Energy Portal(s) and/or any other additional rules or requirements (the "Confirmation Notice"). Concurrently with or after sending the Confirmation Notice, if any, AEP Energy shall then begin to acquire and upload your Account Information (as hereinafter defined) into the relevant Online Energy Portal and then send Customer its access credentials, which process may take up to several weeks to complete. Thereafter, AEP Energy will upload certain new Account Information (including actual and forecasted monthly or periodic energy usage and billing data) as provided by the relevant EDC within up to six (6) to eight (8) weeks of its receipt.

2. Data and Disclosure. Customer unconditionally consents to the disclosure by EDCs, retail supplier(s) and other data provider(s) to AEP Energy and/or any Providers of any of Customer's information, including account number(s), meter number(s), meter read data, rate class, billing and payment data and information, account name, service address, billing address, email address, and telephone number (collectively, "Account Information"), irrespective (and which will not constitute violation) of any confidentiality obligations set forth in Customer's Supply Agreement(s) or any other agreements or governing documents.

3. Term and Termination; Supply Agreement; Modification of the Online Energy Portal(s). The term of this Agreement will begin on the earlier of the date (A) of your Enrollment Request or (B) on which you are granted access the relevant Online Energy Portal and will continue through the term of the Supply Agreement, unless sooner terminated thereunder or hereunder. AEP Energy reserves the right to terminate this Agreement and/or access to any or all Online Energy Portal(s), in whole or as related to any account service location, at any time without notice, including automatically and immediately, in the event of any expiration or termination of your Supply Agreement(s), in whole or as related to any account service location, AT ANY TIME, WITHOUT NOTICE, AND IN AEP ENERGY'S COMPLETE AND SOLE DISCRETION, ANY ONLINE ENERGY PORTAL MAY BE CHANGED, REMOVED, SUBSTITUTED, REPLACED, DISCONTINUED, MODIFIED, OR UPDATED. In no event are we obligated to provide any notice of any changes to or replacement or termination of any Online Energy Portal (which you understand and agree each may change or be terminated or discontinued with or without notice at any time). In addition, AEP Energy 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, or replace this Agreement at any time in our sole discretion, with or without notice to you. You will be responsible for reviewing the latest version of this Agreement to ascertain whether any change has occurred. We may (but are not required to) send notice of an Online Energy Portal termination to the primary email address associated with your Confirmation Notice, if any, or with your Online Energy Portal(s) account(s) or via other means (such as posting on the relevant Online Energy Portal website). You expressly agree that we have no obligation 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 Online Energy Portal(s) account or account status, or any other matter associated with this Agreement and/or the Online Energy Portal(s). Following any change, modification, substitution, replacement, or update to the relevant Online Energy Portal(s), your continued participation in the Online Energy Portal(s) and/or accessing of the Online Energy Portal(s) 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 at any time, you must immediately notify AEP Energy and cease participating in the relevant Online Energy Portal(s) and accessing all such Online Energy Portal(s) websites.

In the event of termination as provided in this Agreement, all further obligations of you and AEP Energy under this Agreement shall terminate without further liability of either party, except that any obligation or agreement hereunder which by its nature survives, shall survive the termination or expiration of this Agreement, including your and our respective agreements and obligations under the "Data and Disclosure," "Warranty; Nature of Information Presented in any Online Energy Portal," "Release of Liability," and "Miscellaneous" sections, and shall apply whether in contract, equity, tort, or otherwise.

4. Warranty; Nature of Information Presented in and Access to any Online Energy Portal. AEP ENERGY PRESENTS ALL INFORMATION, INCLUDING ACCOUNT INFORMATION, CONTAINED IN ANY ONLINE ENERGY PORTAL "AS IS," "AS AVAILABLE" AND SPEAKING ONLY TO EVENTS OR CIRCUMSTANCES ON OR BEFORE THE DATE IT IS PRESENTED AND MAKES NO REPRESENTATION OR WARRANTY CONCERNING SUCH ONLINE ENERGY PORTAL OR ANY SERVICES PROVIDED HEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, AEP ENERGY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY OBLIGATION TO UPDATE OR CORRECT THE INFORMATION PROVIDED OR ANY IMPLIED WARRANTIES OF (A) MERCHANTABILITY, (B) FITNESS FOR A PARTICULAR

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.

PURPOSE, (C) ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, (D) THAT ANY ONLINE ENERGY PORTAL IS OR WILL BE FREE OF DESTRUCTIVE MATERIALS, OR (E) THAT YOUR ACCESS TO, OR USE OF, ANY ONLINE ENERGY PORTAL 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). AEP Energy is not acting as Customer's consultant or advisor, and Customer shall not rely on AEP Energy in evaluating the advantages or disadvantages of any product or service, predictions about savings, future energy prices, or any other matter. Customer hereby acknowledges and agrees that AEP Energy makes no guarantee as to the continuation or ongoing existence of any Online Energy Portal or regarding the value of any Online Energy Portal or any information presented therein. Customer's decision to enter into this Agreement and any other decisions or actions it may take, or not take, under this Agreement or related to any Online Energy Portal or any information presented therein are, and will be, based solely upon its own analysis (or that of its advisors) and not in reliance on information or statements from AEP Energy. Neither the Online Energy Portal(s) nor any information presented therein should be construed as advice, a recommendation, or a guarantee of future results. Any analysis contained in any Online Energy Portal may be based on historical, ongoing, and/or forecasted information (including assumptions, estimations, and then-currently available information) and as such, is subject to risks, uncertainties, contingencies, fluctuating market conditions, and other factors (including factors beyond AEP Energy's control) that may cause actual results, pricing, and/or savings achieved by Customer to differ materially from predictions or expectations.

Customer assumes the entire risk related to its use of any information presented in any Online Energy Portal, and AEP Energy disclaims any obligation to update or correct such information, and whether or how Customer utilizes any Online Energy Portal and any such information is entirely Customer's responsibility. By participating in any Online Energy Portal, you acknowledge that technical processing of and transmissions from any such Online Energy Portal website may involve transmissions over one or more computer or cloud networks or devices. Customer is responsible for implementing appropriate security safeguards (including anti-virus and other security checks) to satisfy its particular requirements as to the safety and reliability of the website and its content. AEP Energy is not liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect Customer's computer equipment, computer programs, data, or other proprietary material due to Customer's use of any Online Energy Portal or the delivery of information in connection therewith. 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 any Online Energy Portal website, or violation or suspected violation of any applicable terms and conditions of this Agreement and/or in connection with any Online Energy Portal website), or otherwise violate (or are suspected of violating) any applicable law, rule, or regulation, 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 any and all Online Energy Portal(s).

5. Release of Liability. FOR AND IN CONSIDERATION OF THE GRATUITOUS NATURE OF ACCESS TO EACH ONLINE ENERGY PORTAL, WHICH IS BEING PROVIDED AT NO COST TO CUSTOMER, BY ACCESSING SUCH ONLINE ENERGY PORTAL, CUSTOMER COMPLETELY RELEASES AND FOREVER DISCHARGES AEP ENERGY, ITS AFFILIATES, PARENT AND SUBSIDIARY COMPANIES, ORGANIZATIONS AND ENTITIES, SUCCESSORS, ASSIGNS, AND OFFICERS, DIRECTORS, AND EMPLOYEES OF THE SAME AS WELL AS THEIR SUCCESSORS AND ASSIGNS, BOTH IN THEIR PERSONAL AND REPRESENTATIVE CAPACITIES, 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 WAIVE ALL REMEDIES AND COURSES OF ACTION THAT MIGHT OTHERWISE BE AVAILABLE 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 ANY ONLINE ENERGY PORTAL 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 ANY ONLINE ENERGY PORTAL. Customer's sole and exclusive remedy is to immediately discontinue using such Online Energy Portal. Each of Customer and AEP Energy intend that this release and limitation of liability be construed by any court as being the broadest possible release and limitation of liability consistent with applicable law. Customer agrees that all limitations, exclusions from liability, disclaimers, and releases specified in this Agreement will survive termination or expiration of this Agreement and apply even if found to have failed of their essential purpose. IN NO EVENT WILL AEP ENERGY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, TANGIBLE OR INTANGIBLE LOSSES, COSTS,

EXPENSES OR LOST PROFITS UNDER ANY CAUSE OF ACTION ARISING HEREUNDER, INCLUDING LOSS OF USE OF FACILITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS, PROFITS OR INFORMATION, LOSS OF ANTICIPATED SAVINGS OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER A CLAIM ARISES BY STATUTE, IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

7. Miscellaneous. This Agreement constitutes the entire understanding of you and AEP Energy with respect to the subject matter hereof. There are no promises, covenants or understandings other than those expressly set forth herein. All questions and interpretations concerning construction and/or validity regarding this Agreement, any Online Energy Portal, including 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 or any Provider(s) does not constitute a breach of this Agreement. 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. 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. The words "include" and "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. 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. You will not assign this Agreement or its rights hereunder without AEP Energy's prior written consent. 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. Customer shall not disclose the terms or conditions related to, or information provided under, this Agreement or through any Online Energy Portal to a third party, which obligation shall survive termination of this Agreement. As to all matters of construction and interpretation, this Agreement and use of the Online Energy Portal(s) 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 use or access the Online Energy Portal(s), without giving effect to any conflicts of law principles which otherwise might be applicable. Any action arising out of this Agreement shall be filed in any state or federal court within the State of Ohio, in the plaintiff party's sole discretion, and you and AEP Energy irrevocably submit to the jurisdiction of said courts for purpose of any such actions. You and AEP Energy further consent to venue in said courts and specifically waive any objection to venue, including forum non conveniens. YOU AND AEP ENERGY ACKNOWLEDGE AND AGREE THAT THE RIGHT TO TRIAL BY JURY OF ANY SIZE IS IRREVOCABLY WAIVED. Any notice given from Customer to AEP Energy hereunder will be in writing and delivered at its business address specified above. 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 Online Energy Portal(s) website(s). 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 Online Energy Portal(s) or this Agreement. 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 Online Energy Portal(s). 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 Online Energy Portal(s) website(s).

8. 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.

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