For questions concerning the terms of electric or natural gas supply service, billing, disputes, or complaints or these terms and conditions, please contact AEP Energy by phone at 1-866-258-3782 (tollfree), M-F, 8AM – 7PM Eastern, in writing at AEP Energy, 1 Riverside Plaza, 20th Floor, Columbus, OH 43215, Attn: Customer Care, or by email at <u>care@aepenergy.com</u>. Our web address is <u>AEPenergy.com/help</u>.

For questions concerning Electrum, please contact Electrum by phone at 1-888-845-9472 (toll-free), M-F, 12PM – 10PM Eastern.



#### AEP Energy Solar Marketplace Terms and Conditions

This Terms and Conditions document (this "Agreement") outlines details of your access to the Solar Marketplace and Pick My Solar Corp. d/b/a Electrum (referred to as "Electrum") through the provided AEP Energy, Inc. (referred to as "AEP Energy", "we", "us", and "our") website link or by otherwise accessing or using the Solar Marketplace and/or Electrum website in any manner in connection with information provided to you by or on behalf of AEP Energy (the "Link") and of your engagement with and/or participation in any products, services, offerings, and/or programs offered by Electrum or any other Provider (as defined below) through or in connection in any way with the Link and/or AEP Energy ("Engagement"), is an agreement between you as a customer (referred to as "you" and "your") and AEP Energy, and describes your and our respective rights and obligations with respect to your Engagement. 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/or the Privacy Policy and the terms and conditions of this Agreement, the terms and conditions of this Agreement will take precedence with respect to your Engagement.

**Electrum.** Electrum products, services, offerings, and/or programs are separate and distinct from AEP Energy and its 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 engage with the Link, the Solar Marketplace, and/or the Electrum website or participate in any products, services, offerings, and/or programs offered by Electrum or any other Provider 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 Link and your Engagement, 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. In the event of a conflict or inconsistency between the terms and conditions of any Provider (including Electrum) or any Provider's products, services, offerings, and/or programs (each, a "Provider Agreement") and the terms and conditions of this Agreement, the terms and conditions of this Agreement will take precedence with respect to the Link and your Engagement, and the terms and conditions of the respective Provider Agreement will take precedence with respect to the relevant Provider and/or its products, services, offerings, and/or programs.

Acceptance of this Agreement. BY CLICKING ON THE "SUBMIT", "AGREE", AND/OR "GET STARTED" BUTTON(S) ON THE LINK TO THE ELECTRUM WEBSITE OR OTHERWISE ACCESSING OR USING THE ELECTRUM WEBSITE IN ANY MANNER IN CONNECTION WITH INFORMATION PROVIDED BY OR ON BEHALF OF AEP ENERGY AND/OR BY SUBMITTING YOUR EMAIL ADDRESS AND/OR PHYSICAL ADDRESS IN CONNECTION WITH YOUR ENGAGEMENT, YOU UNCONDITIONALLY:

- agree that you have read and understand in full this Agreement 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 and/or your Engagement (see "General Disclaimers; Release of Liability" below); and
- agree that you are the authorized owner/user of the email address and/or physical address submitted and consent to and authorize AEP Energy to collect and share information about you. Through your access to or use of the Link and/or through your Engagement, we will collect (or will permit to be collected by third parties) your email address, physical address, and/or other contact information and/or other identifying information about you, including energy usage information (if and only to the extent permitted by your consent under applicable law or regulation). We will share directly or indirectly any or all of the above information with third parties, which will include one or more of Electrum, Electrum's third-party website platform provider/operator, and any solar providers, solar installers, financing parties, or providers, and other third-party service providers, whether through Electrum or otherwise (collectively, "Providers"), in connection with the Link, your Engagement, and/or carrying out this Agreement. Providers are not our affiliates and have no permissions with respect to us or any Supply Agreement. Providers also are subject to change without notice.

Changes to this Agreement, the Link, and/or your Engagement; Communication via Email and/or the Link. 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 you consent for us to

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, the Link, and/or your Engagement. 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 Link or any other 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, THE LINK AND/OR AEP ENERGY'S TERMS HEREUNDER MAY BE CHANGED, REMOVED, MODIFIED, OR UPDATED. In no event are we obligated to provide any notice of any changes to this Agreement, the Link, AEP Energy's terms hereunder, or the Electrum or any other Provider website itself, including whether contact with Electrum and/or purchases can be made through the Link or otherwise (which you understand and agree may change with or without notice at any time). We may change or end access to or through the Link 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 Link at any time without notice. We may (but are not required to) send notice of termination to the primary email address associated with your Engagement or via other means (such as posting on our 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, the Link, your Engagement, or its status, or any other matter associated with any of the foregoing.

Following any Change Event, your accessing of the Link and/or your Engagement and/or continued participation in your Engagement 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 accessing the Link and/or your Engagement.

**Eligibility to Access, Use, or Participate.** ELIGIBILITY TO ACCESS OR USE THE LINK AND/OR THE ELECTRUM OR ANY PROVIDER WEBSITE AND/OR PARTICIPATE IN THE ENGAGEMENT IS EXPRESSLY GOVERNED BY AND SUBJECT TO THIS AGREEMENT. THE LINK, THE ENGAGEMENT, AND YOUR ELIGIBILITY FOR ANY OFFERING OF OR PARTICIPATION IN THE FOREGOING DESCRIBED IN THIS PARAGRAPH ARE VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW, RULE, OR REGULATION. All federal, state, and local laws apply.

Products, Services, Offerings, and/or Programs. There is no guarantee that any particular Provider, products, services, offerings, and/or programs will be available through the Link or otherwise at any time, and Providers, products, services, offerings, and/or programs may change without notice. AEP Energy is in no way whatsoever responsible for any products, services, offerings, and/or programs offered by, or purchased in connection with your Engagement from Electrum or otherwise. All products, services, offerings, and/or programs that you may purchase or otherwise obtain in connection with your Engagement are offered for sale and delivered by 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, services, offerings, and/or programs. We are not responsible for Electrum, any other Provider, or any Provider's products, services, offerings, and/or programs, or the shipping or delivery time(s) or requirements (including whether or not any particular product or service is available, installed, or completed successfully at your location). 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 commission from Provider(s) (including Electrum) for each purchase by you through the Link and/or made in connection with referral by AEP Energy to the Solar Marketplace, the Electrum website, and/or products, services, offerings, and/or programs offered by Electrum or any other Provider.

Providers; Third-Party Offerings. Electrum's and/or any other Provider's products, services, offerings, and/or programs are provided, managed, operated, and/or administered by Electrum and/or the other relevant Providers, and those respective parties have the sole responsibility, as applicable, for managing, operating, administering, and/or otherwise providing products, services, offerings, and/or programs offered or purchased through or in connection with the Link and/or your Engagement. You acknowledge and agree that any and all questions and/or disputes concerning Electrum and/or any other Providers and/or any of their products, services, offerings, and/or programs will be resolved between you and Electrum and/or the relevant Provider. You also understand and agree that (1) eligibility for and use of the Electrum or any other Provider website, any Provider's products, services, offerings, and/or programs, and/or any utility's, electricity or natural gas distribution or delivery company's, or other third party's policies, procedures, or programs (including utility rebates, net metering programs, and financing, energy reduction, or discount offers, collectively with the Electrum or any other Provider website and/or products, services, offerings, and/or programs, "Third-Party Offerings") are subject to separate requirements not governed by AEP Energy or this Agreement, and (2) you may incur charges and other liabilities if it is determined that a Third-Party Offering for which you are not eligible has been applied to or offered in connection with one or more of the transactions resulting from your Engagement. You agree that AEP Energy (A) has no liability to you or any other party arising from any such Third-Party Offering transactions (including any limitations or effects on your ability to use or redeem (via the Link, the Electrum or any Provider website, or elsewhere) any Third-Party Offering for which you appear to be eligible), and (B) does not provide any guarantee of savings, reduced energy or other costs, or any other benefits in connection with this Agreement, your Engagement, any Provider, and/or any Third-Party Offering.

General Disclaimers; Release of Liability. THE OFFERING AND PROMOTION OF THE LINK, YOUR ENGAGEMENT, ELECTRUM, ANY OTHER PROVIDERS, ANY PRODUCTS, SERVICES, OFFERINGS, AND/OR PROGRAMS, 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 LINK, YOUR ENGAGEMENT, ELECTRUM, ANY OTHER PROVIDERS, ALL PRODUCTS, SERVICES, OFFERINGS, AND/OR PROGRAMS OR OTHER BENEFITS OR ITEMS OFFERED THROUGH OR IN CONNECTION WITH THE LINK AND/OR YOUR ENGAGEMENT, AND THE QUALITY OF, OR ACCURACY OF DESCRIPTIONS OR ADVERTISEMENTS FOR, THE LINK, YOUR ENGAGEMENT, OR ANY PRODUCTS, SERVICES, OFFERINGS, PROGRAMS, OR OTHER ITEMS OFFERED OR PROVIDED THROUGH OR IN CONNECTION THE LINK AND/OR YOUR ENGAGEMENT, 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 LINK OR THE ELECTRUM OR ANY OTHER PROVIDER WEBSITE IS OR WILL BE FREE OF DESTRUCTIVE MATERIALS OR THAT YOUR ACCESS TO OR USE OF THE LINK AND THE ELECTRUM OR ANY OTHER PROVIDER 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 UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ("DAMAGES"), ANY FAILURE, DELAY, OR DECISION BY AEP ENERGY IN OFFERING THE LINK OR YOUR ENGAGEMENT, THE USE OF OR INABILITY TO USE THE LINK OR THE ELECTRUM OR ANY OTHER PROVIDER WEBSITE, CONDUCT OR CONTENT OF ANY PROVIDER OR MERCHANT, THE PURCHASE OR USE OF ANY PRODUCTS, SERVICES, OFFERINGS. OR PROGRAMS. 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 THE LINK, THE ELECTRUM OR ANY OTHER PROVIDER WEBSITE, ANY PRODUCTS, SERVICES, OFFERINGS, OR PROGRAMS 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 Engagement and/or use of or access to the Link is at your sole risk, and you assume full liability and responsibility for all costs associated with all devices and/or equipment you use in connection with your use of and/or access to the Link and/or the Electrum or any other Provider website. You also specifically acknowledge that you may be disclosing sensitive, personally identifiable, private, and/or confidential information about yourself or your account(s) in connection with your Engagement and/or use of or access to the Link and/or the Electrum or any other Provider 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 your Engagement, 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 your Engagement and/or the Link and/or Electrum or any other Provider in connection with your Engagement) 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 your Engagement and/or the Link or the Electrum or any other Provider website 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 your Engagement (including any products, services, offerings, and/or programs offered or purchased and any breaches or compromises of security of your account information). Your sole and exclusive remedy is to immediately discontinue using your Engagement and the Link. 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, your Engagement, and the Link 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 your Engagement and/or the Link and/or the Electrum or any other Provider website in connection with your Engagement) to indemnify and hold harmless all Indemnified Parties from and against any and all Claims, injuries, damages, losses, 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 your Engagement, the Link, and/or the Electrum or any other Provider website; (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 your Engagement, the Link, and/or the Electrum or any other Provider website and/or your purchase, acceptance, possession, use, or inability to use any product, service, offering, and/or program provided through or in association with the Link or your Engagement 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, your Engagement, and the Link.

You are fully and solely responsible for all acts or omissions in conjunction with your use of the Link, the Electrum or any other Provider website, any Provider Agreement, any Third-Party Offering, and/or any Provider's products, services, offerings, and/or programs in relation to your Engagement (including any password or payment storage or access in connection with your Engagement). If you become aware of any unauthorized use of the Link or your Engagement or related information, you agree to notify us immediately at 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 LINK OR YOUR ENGAGEMENT IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.

**Governing Law.** This Agreement and your Engagement and use of and/or access to the Link 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 or receive the Link, your Engagement, or any product, service, offering, or program, 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 Link, and/or your Engagement, 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 does not constitute a breach of this Agreement. 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.

**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 your and our 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 Link and/or your Engagement. 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 your Engagement, you acknowledge that technical processing of and transmissions from the Link and/or the Electrum or any other Provider 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 AEP Energy website (including the Link). 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 your Engagement, the Link, this Agreement, and/or any Provider or the Electrum or any other Provider website.

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 Engagement, the Link, and/or this Agreement.

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

*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 and New Jersey license is ESL-0160.