TERMS OF USE

These Terms of Use were last updated on February 12, 2025.

This is a legal agreement ("Agreement" or "Terms") between You ("You") and IDT Energy, Residents Energy, and/or Town Square Energy (*i.e.*, the company providing your services). IDT Energy, Residents Energy, and/or Town Square Energy shall collectively be referred to as "Company," "we," or "us." You and Company shall collectively be referred to as the "Parties."

By opting in, accessing, browsing, and/or using this website, You confirm that You have read, understood, and have agreed to be bound by the terms of this Agreement and to comply with this Agreement and with all laws and regulations applicable thereto (or applicable to Your relationship with Company). You also affirm that You are over the age of 16, and either more than 18 years of age or possess legal parental or guardian consent, and are fully able and legally competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Agreement, and to abide by and comply with the Agreement.

THIS AGREEMENT ALSO CONTAINS: (1) AN ARBITRATION PROVISION, WHICH INCLUDES A WAIVER OF YOUR RIGHT TO BRING CLAIMS AS CLASS ACTIONS; AND (2) THE RIGHT TO OPT OUT OF THESE PROVISIONS.

CONSENT TO CONTACT

By providing Company a phone number, You agree to receive recurring calls and/or texts to any phone number(s) You provide, for informational or promotional purposes from or on behalf of Company, even if Your number is on any on any federal, state or internal do-not-call lists. You also certify that the number(s) You provide are correct and that You are authorized to enroll the designated number(s) to receive such calls and/or texts. You acknowledge and agree that calls and/or texts may be sent using an automatic telephone dialing system, artificial prerecorded voice, and/or artificial intelligence. Your consent to these communications is not a condition of purchase. You understand calls may be recorded/monitored, and that Your carrier may impose charges for this contact.

To the extent You provide an email address, You also agree to receive emails from Company.

CHANGES TO THIS AGREEMENT

We may revise or update this Agreement from time to time, and all changes will be effective as soon as they are posted unless an immediate change is necessary for a legitimate business reason, such as to maintain the security of our network or as required by applicable law. Your continued use of the website or receipt of communications after any change to this Agreement constitutes Your agreement to be bound by such changes. This Agreement is current as of the date listed at the top of this document.

DISPUTE RESOLUTION

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. IT AFFECTS YOUR RIGHTS.

Scope. Except as expressly provided below, You and Company agree that to the fullest extent permitted by applicable law, any dispute arising out of or relating in any way to this Agreement, a similar prior agreement, communications between You and the Company and/or its affiliated entities and parents (including calls and texts), or the relationship between You and Company and its affiliated entities and parents (including existing disputes and those occurring prior to the date of this Agreement) (collectively, "Claims") will, at the election of either party, be resolved by arbitration, including any dispute about arbitrability, such as scope, applicability, and enforceability. The right and obligation to arbitrate under this Section shall extend to all Claims, including those against or involving third parties such as Company or its affiliated entities' officers, directors, employees, agents, shareholders, members, partners, subsidiaries, joint venturers, or contractors.

Rules and Selection of Arbitrator. Except as expressly provided herein, any arbitration will be conducted pursuant to the applicable rules (the "Arbitration Rules") of the American Arbitration Association. Should the AAA be unavailable, unable, or unwilling to accept and administer the arbitration of any claim under these arbitration provisions as written, the parties shall agree to use Judicial Arbitration and Mediation Services ("JAMS") pursuant to their applicable arbitration rules. The Parties shall select an arbitrator according to a "strike and rank" procedure whereby the Parties: (a) will request and obtain a list of no less than five (5) arbitrators (subject the qualifications below); (b) within ten (10) days of service of an arbitrator list on the Parties, strike the names of two (2) proposed arbitrators; and (c) rank the remaining arbitrators in order of preference with number 1 being the most preferred ranking. The remaining arbitrator with the lowest aggregate ranking of preference shall be selected to serve. If the "rank and strike" procedure fails or results in a tie, the AAA (or a substitute arbitration organization) shall appoint an arbitrator. The arbitrator will be a practicing attorney with significant expertise in litigating and/or presiding over cases involving the substantive legal areas involved in the dispute. The arbitration will be concluded within three months of the date the arbitrator is appointed.

Federal Arbitration Act. Because the Agreement memorializes a transaction in interstate commerce, the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. More information about arbitration, including the Arbitration Rules, is available at www.adr.org or by calling 1-800-778-7879.

Offers. To the extent not inconsistent with the Arbitration Rules (or the applicable JAMS rules), You and Company agree that either party may serve upon the other a written offer to settle a Claim ("Settlement Offer") for the money specified in the Settlement Offer and to enter an agreement dismissing the Claim. If Company makes a Settlement Offer which is rejected by You, Company shall be entitled to recover reasonable attorneys' fees and expenses incurred by Company (or on its behalf) from the date of the rejection of the Settlement Offer through the

later of the entry of the arbitrator's award or the subsequent confirmation of said award if the arbitrator's award is one of no liability or the award obtained by You is less than 75 percent of such a Settlement Offer. If You make a Settlement Offer which is rejected by Company and You obtain an arbitrator's award in an amount greater than 125 percent of the Settlement Offer, You shall be entitled to recover reasonable attorneys' fees and expenses incurred by You (or on Your behalf) from the date of the rejection of the Settlement Offer through the later of the entry of the arbitrator's award or the subsequent confirmation of said award. Any finding that a claim or counterclaim violates the standards set forth in Federal Rule of Civil Procedure 11 shall entitle the other party to recover their attorneys' fees and costs as well.

Written Notice. A party that intends to seek arbitration must first send to the other a written notice of intent to arbitrate via email (delivery receipt requested), entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Company should be addressed to: TMOptOut@GenieRetail.com ("Arbitration Notice Address"). The Notice must: (1) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, You or Company may commence an arbitration proceeding under these terms.

Exclusions and Limitations. The following matters will not be subject to arbitration but will instead be adjudicated in the appropriate court of the state where You are located: (a) an action to enforce intellectual property rights; (b) a suit by Company, its affiliated entities and/or parents, or their respective assignees for collection of amounts owed by You under this Agreement; and (c) any claim or dispute for which applicable law (as determined by a binding court decision) or the applicable arbitration rules do not permit arbitration and require adjudication in a specific civil court. Matters within the jurisdiction of an applicable small claims court may also be brought in such court, instead of arbitration. Unless prohibited by applicable law, the substantially prevailing party in any dispute between the parties may recover their reasonable costs and fees incurred in connection with such matter, including reasonable attorneys' fees.

Class Waiver. You also agree that: **(a) CLAIMS MAY ONLY BE BROUGHT IN AN INDIVIDUAL, NON-CLASS, AND NON-REPRESENTATIVE CAPACITY, AND THAT CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED OR CONSOLIDATED ABSENT CONSENT OF ALL PARTIES; and (c) TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND COMPANY HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JURY, EVEN FOR DISPUTES NOT SUBJECT TO ARBITRATION.** For the avoidance of doubt, nothing in the foregoing sentence is intended to conflict with the provision of this Agreement regarding the batch resolution of Requests (defined below).

Appeal. If the arbitrator's award exceeds $75,000, either party may appeal such award to a three-arbitrator panel administered by the AAA (or substitute arbitration organization) and selected according to the Arbitration Rules, by filing a written notice of appeal within 30 days after the date of entry of the arbitration award. The appealing party must provide the other party with a copy of such appeal concurrently with its submission of the appeals notice. The

three-arbitrator panel must issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules (or the rules of the substitute arbitration organization).

Right to Opt Out. You can decline this arbitration agreement by TMOptOut@GenieRetail.com or timely writing via certified mail or a nationally recognized overnight delivery service that allows You and Company to confirm both mailing and delivery Company Energy Attention: Alan Schwab, 520 Broad Street 4th Floor, Newark, NJ 07102 and providing the following information: (1) name; (2) address; (3) phone number; and (4) a clear statement that You wish to opt out of this arbitration agreement. To be effective, the opt-out notice must be mailed no later than 30 days after the date You become bound by the arbitration agreement. Please note that You will continue to be bound by any older arbitration provision that You did not out opt of and any arbitration provision that otherwise governs the Claims.

Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, You and Company agree that in the event that there are twenty-five (25) or more individual requests to arbitrate Claims of a substantially similar nature filed against Company by or with the assistance of the same law firm, group of law firms, or organizations within a reasonably close proximity ("Requests"), the arbitrator will: (1) administer the arbitration demands in batches of 20 Requests per batch (plus, to the extent there are less than 20 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration"). All parties agree that Requests are of a "substantially similar nature" if they arise out of the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the arbitrator, and the arbitrator shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. You and Company agree to cooperate in good faith with the arbitrator to implement the Batch Arbitration approach including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

Severability. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced, except that if the class action waiver above is found unenforceable, the entire arbitration agreement is void, other than the jury waiver provision.

ACCEPTABLE USE POLICY

You agree not to use the website to collect, upload, transmit, display, or distribute any consent content (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy rights, right of publicity, or any other intellectual property or proprietary right; (b) that is unlawful, harassing, abusive, tortious, threatening, harmful, abusive, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; or (c) in violation of any law, regulation, or obligations or restrictions imposed by any third party.

In addition, You agree not to use the website to: (a) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (b) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (c) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (d) interfere with or disrupt servers or networks connected to the website or violate the regulations, policies or procedures of such networks; (e) attempt to gain unauthorized access to the website, other computer systems or networks connected to or used together with the website, through password mining or other means; or (f) harass or interfere with another user's use and enjoyment of the website.

We reserve the right (but have no obligation under this Agreement) to review any content, investigate, and/or take appropriate action against You, at our sole discretion, if You violate the Acceptable Use Policy or any other provision of this Agreement, including but not limited to reporting You to law enforcement authorities. To cooperate with legitimate governmental requests, subpoenas or court orders, or to protect our business and members, we may access and disclose any information we consider necessary or appropriate, including Your IP address and traffic information and usage history (if collected).

THIRD PARTY WEBSITES AND OTHER USERS

The website may contain links to, or advertisements for, third-party websites (collectively, "Third-Party Sites"). Such Third-Party Sites are not under the control of Company and Company is not responsible for any Third-Party Sites. You agree that You use all Third-Party Sites at Your own risk.

DISCLAIMER OF WARRANTIES

Company intends for the information and data contained in website to be accurate and reliable but since the information and data have been compiled from a variety of sources, they are provided “AS IS” and “AS AVAILABLE.” You expressly agree that Your use of the website and any information contained therein is at Your sole risk.

NEITHER COMPANY NOR ITS THIRD PARTIES WARRANT THE ACCURACY, OR COMPLETENESS OF THE CONTENT PROVIDED ON THIS WEBSITE. WE CANNOT AND DO NOT WARRANT THAT YOUR USE OF THIS WEBSITE WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE.

ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES SO SUCH DISCLAIMERS MAY NOT APPLY TO YOU.

LIMITATION ON LIABILITY

IN NO EVENT SHALL COMPANY, OUR OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, PARENTS, JOINT VENTURES, SUCCESSORS AND ANY OTHER COMPANIES UNDER COMMON CONTROL WITH US, OR ANY INDEPENDENT CONTRACTORS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR IN ANY WAY RELATED TO YOUR RELATIONSHIP WITH COMPANY, YOUR USE OF THE WEBSITE PRODUCTS, OR THIRD PARTY SITES, OR YOUR INTERACTION WITH OR RELIANCE ON ANY ADVICE FROM ANY SUCH PERSON OR ENTITY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE WEBSITE, PRODUCTS AND THIRD-PARTY SITES AND ANY INTERACTIONS WITH OR RELIANCE ON ADVICE FROM ANY SUCH PERSON OR ENTITY ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR IN ANY WAY RELATED TO YOUR RELATIONSHIP WITH COMPANY, ANY INTERACTIONS WITH OR RELIANCE ON ADVICE FROM ANY SUCH PERSON OR ENTITY, OR THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY US DOLLARS ($50) OR (B) AMOUNTS YOU'VE PAID COMPANY IN THE PRIOR 12 MONTHS.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND COMPANY AGREE THAT ANY CLAIM BETWEEN US MUST BE BROUGHT WITHIN 1 YEAR.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

GENERAL TERMS

Waiver. Company's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

Construction. Section headings are included solely for convenient reference and shall not control the meaning or the interpretation of any of the provisions of this Agreement.

Entire Agreement. The parties agree that this Agreement is the entire agreement regarding the subject matter discussed herein and supersedes any proposal or prior agreement, oral or written, or any other communications between them relating to the subject matter hereof.

Severability. If any provision of this Agreement is held for any reason to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement will, nevertheless, remain in full force and effect.