

# Spark Energy Gas, LLC RESIDENTIAL AND SMALL COMMERCIAL CUSTOMER DISCLOSURE STATEMENT

Price Plan	Fixed
Rate	\$0.8890 per THM - Green Guard 24
Interstate Transportation and Storage Charge	\$0.0905 per THM
Monthly Administrative Fee	\$0.00
Term of Agreement	24 Months
Customer Rescind Process	Residential customers may rescind this Agreement within five (5) business days of receipt of these Terms of Service. All customers may cancel this Agreement within 10 business days of enrollment without penalty.
Early Termination Fee	\$0.00 per meter
Late Payments	Late fees are calculated and billed by the local utility.
Agreement Renewal	This Agreement shall remain in effect until Customer notifies Company in writing or by phone at least thirty (30) days prior to Customer's requested end date, of intent to cancel, and the local utility completes the termination.
Guaranteed Savings	N/A

# Indiana Residential and Small Commercial Customer Disclosure Statement and Terms of Service

This is an agreement for natural gas service between Spark Energy Gas, LLC (Spark Energy) and you, for the service address or addresses set forth in your Welcome Letter or Natural Gas Service Agreement. Together, the terms of service set forth herein, and your Welcome Letter or Natural Gas Service Agreement ("NGSA") and the voice recording or signed document confirming your authorization to switch to Spark Energy, collectively describe your agreement with respect to your purchase of natural gas service from Spark Energy (Agreement). The Agreement includes in Section 12 below an agreement to ARBITRATION for any and all disputes between Customer and Spark Energy. You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Spark Energy is a Supplier approved by Northern Indiana Public Service Company ("NIPSCO" or "LDU") to offer and supply natural gas services in NIPSCO's Supplier Aggregation Service ("Choice") Program. We set the supply prices and charges that you pay. NIPSCO will deliver the natural gas to you. The Indiana Utility Regulatory Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

#### **Definitions:**

- Small Commercial Customer A nonresidential customer that has annual usage of less than 20,000 therms during the most recent consecutive 12 month period.
- Local Distribution Utility (LDU) A gas or electric corporation owning, operating or managing electric or gas facilities for the purpose of distributing gas or electricity to end users.
- Commodity Charge Charge for the supply of natural gas.
- Public Utilities Commission the Indiana Utility Regulatory Commission (IURC).
- Interstate Transportation and Storage Charge Charge for transporting and storing natural gas from a supply point to the distribution system of a natural gas distribution company.

Right of Rescission - Residential customers have the right to rescind this Agreement within five (5) business days after receipt of the Customer Disclosure Statement and Terms of Service.

All customers have ten business days after enrollment to cancel this Agreement without penalty.

#### **Terms of Service**

# 1. Basic Service Prices.

Your rate plan will be as specified in your Welcome Letter.

Fixed Rate Plan: You will pay the fixed rate per therm as specified in your Welcome Letter or Natural Gas Service Agreement for the length of your Term. You may also pay an Interstate Transportation and Storage Charge and a monthly administrative fee, the amount of which, if applicable, is disclosed in your Welcome Letter or Natural Gas Service Agreement.

Immediate Savings Plan: For the first two months of your Term, you will receive a specified percentage savings (shown in your Welcome Letter) off of the LDU's base energy rate for natural gas supply. For the remainder of your term, you will receive Spark Energy's standard variable rate which will VARY AND BE SUBJECT TO CHANGE AT OUR DISCRETION BASED ON A VARIETY OF FACTORS, INCLUDING COST OF NATURAL GAS OBTAINED, OTHER MARKET RELATED FACTORS, TAXES, FEES AND OTHER CHARGES AND OUR COSTS, EXPENSES AND MARGINS OR OTHER BUSINESS FACTORS. You may also pay an Interstate Transportation and Storage Charge and a monthly administrative fee, the amount of which, if applicable, is disclosed in your Welcome Letter or Natural Gas Service Agreement. Variable Rate Plan: A MONTH TO MONTH, AUTORENEWING PLAN WHERE YOUR PRICE WILL VARY AND BE SUBJECT TO CHANGE AT OUR DISCRETION BASED ON A VARIETY OF FACTORS, INCLUDING COST OF NATURAL GAS OBTAINED, OTHER MARKET RELATED FACTORS, TAXES, FEES AND OTHER CHARGES AND OUR COSTS, EXPENSES AND MARGINS OR OTHER BUSINESS FACTORS. You may also pay an Interstate Transportation and Storage Charge and a monthly administrative fee, the amount of which, if applicable, is disclosed in your Welcome Letter or Natural Gas Service Agreement.

The rate you pay Spark Energy will include the Commodity Charge and the Interstate Transportation and Storage Charge and monthly administrative fee, if applicable. Your price does not include applicable Indiana sales tax, use tax, local tax or gross receipt taxes imposed by Indiana State Tax Law. You are responsible for any and all taxes (whether passed through to you on LDU's bill as a separate line item or as part of the price of natural gas, as required by law, rule or regulation) and LDU charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your

obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide Spark Energy with the necessary certificates and other documentation to qualify for such status.

- 2. Billing. Spark Energy Services are only a portion of your total monthly bill for delivery of natural gas. Your LDU will continue to issue a monthly bill and the bill will include both your Interstate Transportation and Storage Charge and your Commodity Charge, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. Unless otherwise provided herein, your payment terms and late payment penalties will be governed by the terms of the LDU's tariff. Spark Energy does not pay or arrange for the payment of any outstanding debts owed by you to the LDU or a previous Energy Service Company ("ESCO").
- 3. Length of Agreement (Term)/No Guarantee of Switch Period. The Term of this Agreement is shown on your Welcome Letter. With the exception of a new meter installation or special meter reading date, you will buy your natural gas service for the service addresses set forth in your Welcome Letter or Natural Gas Service Agreement from Spark Energy on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. Customer acknowledges that Spark Energy cannot guarantee a switch of Customer's account by a specific date and hereby holds harmless Spark Energy from any liability for, or arising out of, delays in this process. This Agreement shall remain in effect until you notify Spark Energy in writing or by phone of your intent to cancel at least 30 days prior to your requested end date and until such time as the LDU completes the termination in accordance with its rules.

## 4. Penalties, Fees and Exceptions.

Residential customers: You will pay an early termination fee as specified in your Welcome Letter or Natural Gas Service Agreement if you cancel or terminate this Agreement prior to the end of the Term, unless such early termination fee is waived or otherwise modified in writing by Spark Energy.

<u>Commercial customers:</u> You will pay an early termination fee as specified in your Welcome Letter or Natural Gas Service Agreement if you cancel or terminate this Agreement prior to the end of the Term, unless such early termination fee is waived or otherwise modified in writing by Spark Energy.

Notwithstanding the foregoing, you may cancel this Agreement without being assessed an early termination or cancellation fee if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you. Any early termination fee may automatically be applied to your credit card or bank account depending on the automatic payment arrangements made during enrollment.

If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. Spark Energy may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

You will be assessed a fee of \$30.00 for payments returned for insufficient funds or credit card transaction not processed due to insufficient funds or credit availability by any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card.

5. Cancellation Provisions. You may cancel this Agreement without any penalty any time before midnight of the tenth business day after the date of your enrollment. Upon cancellation of the Agreement, Spark Energy will provide a cancellation number. After such tenth business day, you may cancel this Agreement at any time by calling Spark Energy at 1-877-54 SPARK (77275), but you will be required to pay the early termination fee described in Section 4 above. You may also cancel this Agreement without penalty if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date Spark Energy notifies your LDU. You will be responsible for all payments due hereunder until the cancellation of natural gas service is completed. If for any reason Spark Energy is no longer able to economically continue this Agreement, Spark Energy may terminate this Agreement at any time with at least fifteen (15) calendar days notice to you after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of Spark Energy if you fail to meet any of the terms and conditions of this Agreement or if any of

the information you have provided to Spark Energy is or becomes untrue. If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the LDU until you designate another provider of natural gas service or service is shut off by the LDU. Only the LDU may shut off your natural gas service.

- **6. Agreement Expiration/Change in Terms**. If at the end of the Term Spark Energy proposes to change the price or other terms of this Agreement, Spark Energy will provide notice of such proposed change no less than thirty (30) days prior to your next scheduled meter reading before the proposed change is to become effective. In the event that Spark Energy does not notify you of any changes to the contract terms or price prior to the expiration date of the Term, the price for natural gas service automatically continues at a Variable rate which will VARY AND BE SUBJECT TO CHANGE AT OUR DISCRETION BASED ON A VARIETY OF FACTORS, INCLUDING COST OF NATURAL GAS OBTAINED, OTHER MARKET RELATED FACTORS, TAXES, FEES AND OTHER CHARGES AND OUR COSTS, EXPENSES AND MARGINS OR OTHER BUSINESS FACTORS.
- 7. Change in Law or Regulation. In the event that there is a change (including change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgement, or decree by a governmental authority, regulatory body or the interstate pipeline transmission company, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs (including, but not limited to transmission or capacity costs), protocols, market rules, load profiles, and such change results in Spark Energy incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed to you in your monthly bills for service as additional pass-through charges to the extent permitted by applicable law or regulatory rules.
- 8. Information Release and Authorization, Credit Review. By accepting the Agreement, you authorize Spark Energy to obtain information from the LDU through the Term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage, rate classification, meter readings, characteristics of natural gas service, and billing and payment information. You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to Spark Energy obtaining a credit report and investigating your (and, if applicable, signatory's) credit rating, credit history and Utility bill payment status and history. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements. You further authorize Spark Energy to release that information to third parties who need to use or be aware of such information in connection with my natural gas service under the Agreement, as well as to Spark Energy's affiliates and business partners for marketing purposes. You further authorize Spark Energy, its affiliates, and its third party vendors, including marketing vendors, to communicate with you at the contact information included in your enrollment or contact information received at any time during the relationship of the parties, for future communications, including but not limited to communications through telephone call, voicemail, text message, pre-recorded message and electronic mail. By signing (including by voice or electronic affirmation or adoption) or otherwise accepting the Agreement and providing your phone number, you authorize Spark Energy to cause the transmission of up to 15 text messages per month to the phone number you provide using an autodialer. Consent is not a condition of purchase. Message and data rates may apply. Text STOP to withdraw consent. Text HELP for help. These authorizations shall remain in effect as long as the Agreement (including any renewal) is in effect and for two years thereafter. You may rescind these authorizations at any time by either calling Spark Energy at 1-877-547--7275 or providing written notice to Spark Energy Spark Energy reserves the right to reject your enrollment or terminate the Agreement if you fail to meet minimum or maximum threshold natural gas consumption levels as determined by Spark Energy.
- **9. Dispute Procedures**. Contact us by any of the means provided at the bottom of these Terms and Conditions with any questions concerning our terms of service or your bill. You may contact the LDU to file a complaint if you are not satisfied after discussing your questions or concerns with us.
- **10. Warranties**. SPARK ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF NATURAL GAS SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED

TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

11. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the natural gas after receipt at the delivery point or points. SPARK ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

### 12. MANDATORY ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.

- (a) Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of your enrollment, purchase, this Agreement, or the relationship and communications between the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between SPARK ENERGY, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.
- (b) Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to SPARK ENERGY at the address below or (2) to you at the postal address on file with SPARK ENERGY. Both you and SPARK ENERGY agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.
- (c) Right to Opt Out of this Arbitration Agreement. You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the first time you (a) enroll and begin purchasing services from SPARK ENERGY; or (b) sign up for any further program or service provided by SPARK ENERGY. You may also opt out of this Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email through our website or by sending a letter to our address below. You should include your printed name, mailing address, and the words "Reject Arbitration."
- (d) How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at <a href="www.adr.org">www.adr.org</a>, or by calling 1-800-778-7879. Arbitration shall take place in the country of your residence, as determined by your mailing address on file with SPARK ENERGY. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys' fees and costs against you. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.
- (e) Waiver of Right to Bring Class Action & Representative Claims. All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent

jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

(f) Governing Law. This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the claim, the law of your residence, as determined by your mailing address on file with SPARK ENERGY, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."

#### 13. Miscellaneous.

- (a) The services provided by Spark Energy are governed by the terms and conditions of this document and the LDU's tariff. In the event of non-payment of any charges owed to Spark Energy, you may be subject to termination of natural gas service and the suspension of distribution service under procedures approved by the IURC. In the event of termination for non-payment, re-enrollment will be required in order to reestablish service with Spark Energy. This Agreement may be terminated, with no penalty to you, in the event the IURC terminates the Choice program or Spark Energy is no longer able to participate in the Choice program. You may obtain additional information by contacting Spark Energy or the LDU by the means provided at the bottom of these Terms of Service.
- (b) If Spark Energy is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of Spark Energy that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, wholesale suppliers, aggregators, other Suppliers, qualified scheduling entities, LDUs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.
- (c) Energy delivery shall continue to be provided by your LDU. Your natural gas service will be provided in accordance with your existing connection requirements unless you request a change by the LDU and pay for the cost of that change. You may not resell or use any natural gas provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of natural gas under this Agreement will be measured at the delivery point by the LDU providing the delivery service in accordance with the terms of the applicable tariff for natural gas service. Spark Energy and you will be bound by the measurement from the meters owned, installed, maintained and read by the LDU.
- (d) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of Indiana, without regard to principles of conflicts of laws.
- (e) A wet, electronic, or faxed signature on a Natural Gas Service Agreement is an agreement to initiate service and begin enrollment with Spark Energy. These Terms of Service, along with your Welcome Letter or Natural Gas Service Agreement, constitute the entire agreement between you and Spark Energy relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Spark Energy concerning the subject matter of the Agreement.
- (f) You may not assign this Agreement or your obligations under this Agreement without Spark Energy's prior written consent. Spark Energy may assign this Agreement, together with all rights and obligations hereunder, to (i) Spark Energy's natural gas supplier, or such supplier's designee, (ii) an affiliate of Spark Energy or to any other person succeeding to all or substantially all of Spark Energy's assets, or (iii) in connection with any financing or other financial arrangement.
- (g) Any failure by Spark Energy to enforce any term or condition of your natural gas service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.
- (h) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect

the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

- (i) The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.
- (j) The Indiana Office of Utility Consumers Counselor ("OUCC") is the State Agency with the statutory responsibility of representing consumers on all utility matters. You may contact the OUCC at www.in.gov/oucc or 888-441-2494 with questions or concerns about Spark Energy or the Choice program.
- (k) The parties may execute the Agreement in counterparts, each of which is deemed an original and all of which constitute the same instrument.
- **14. Contact Information**. In the event of an after-hours emergency, you can contact Spark Energy to hear a recorded message containing the emergency contact numbers for your LDU.

Energy Services Company: Spark Energy Gas, LLC

Spark Energy Gas, LLC 12140 Wickchester Lane, Suite 100

Houston, TX 77079 1-877-54 SPARK (77275) www.sparkenergy.com

Hours of Operation: Monday through Friday (except holidays), 8:00 a.m. to 7:00 p.m., and Saturday 9:00 am to

12:00 pm Central Time

Local Distribution Utility: Northern Indiana Public Service Company (NIPSCO)

801 E. 86th Ave. Merrillville, IN 46410 1-800-464-7726 www.nipsco.com

In the case of a gas emergency, call: 1-800-634-3524

Public Utilities Commission: Indiana Utility Regulatory Commission

101 West Washington Street, Suite 1500E

Indianapolis, IN 46204

1-800-851-4268 www.in.gov/iurc

**15. Rewards, Bonuses, Rebates and/or Incentives Program Terms.** Rewards, Bonuses, Rebates and/or Incentives are subject to the following terms and conditions.

For purposes of receiving any rewards, bonuses, rebates, and/or incentives, active accounts are defined as those (i) that are billing more than \$0 and (ii) for which we have not received a request to discontinue (drop) service or change programs and (iii) are in good standing (no past-due balance owed) during the minimum required number of days stated in the offer.

Rewards, bonuses, rebates and/or incentives are also subject to the rewards, bonuses, rebates and/or incentives' terms and conditions stated in the offer and as may be located on our website(s) and those terms and conditions in the Terms of Service between Spark Energy and you, including, but not limited to, all terms related to dispute resolution, <u>in addition to the terms and conditions set forth herein</u>. More information on the terms and conditions of any reward, bonus, rebate and/or incentive programs are available by calling 1-877-547-7275. Spark Energy reserves the right to disqualify any account holder from participation in rewards, bonuses, rebates and/or incentives' programs.

**16. Written Notice**. Written notice includes, but is not limited to, notice by electronic mail to a valid e-mail address provided by you. By entering into this Agreement, you authorize us to send written notices to you through electronic mail as permitted by rule and law. The decision to send written notices to you via

SPARK ENERGY GAS, LLC Page 8 of 8

electronic mail is at our sole discretion. If the e-mail address you provide to us at enrollment becomes invalid, you agree to timely provide us with an updated, valid e-mail address to which we will send written notices. You are solely responsible for providing us with a valid e-mail address.