

Green Mountain Energy Company Tree Free (Paperless) Billing Service Agreement

By using Green Mountain Energy Company's Paperless Billing Service you are agreeing to the terms and conditions of this Agreement with Green Mountain Energy Company ("Green Mountain"). The Green Mountain Paperless Billing Service (the "Service") is provided in part with assistance from third parties. You agree we may share information with such parties and understand that they will be allowed to use information collected from you only as necessary to assist Green Mountain in providing the Service according to the terms set forth herein.

Paperless Billing Service

The Green Mountain Paperless Billing Service consists of the following features:

1. Electronic Bill Presentment;
2. Option to pay your bill online through My Account;
3. Other features and services Green Mountain may elect to provide from time to time under this Agreement.

Green Mountain reserves the right to modify or discontinue any or all features of the Service at any time without notice, or to offer specific features only to qualified customers. You may elect to use one or more of the features without using them all. **Notwithstanding anything to the contrary, you are responsible for ensuring timely payment of all bills.**

Electronic Bill Presentment

If you select this feature, in lieu of a paper bill being mailed to your billing address, a notification that your monthly Green Mountain electric service bill is available for you to access online through My Account will be sent to your email address. We will not charge you fees for utilizing the electronic bill presentment service. In the event you do not receive notification (such as in the case of you providing an invalid email address), **it is your responsibility to periodically logon to the My Account section of www.greenmountain.com and check for delivery of new electronic bills. If you are enrolled in the Paperless Billing Service, we will NOT mail a paper copy of your bill to your billing address.**

Green Mountain reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time.

Online Bill Payment.

Whether or not you are enrolled in Paperless Billing, you may pay your Green Mountain bill online through the My Account section of www.greenmountain.com, directly from your bank account and/or using specific credit or debit cards accepted by Green Mountain, subject to the terms and restrictions of this Agreement. "Payment Account" refers to the source used for your online payment, whether it be your bank account or your credit or debit card account.

Payment Authorization and Payment Remittance.

By initiating an online bill payment, you (i) authorize Green Mountain to follow the payment instructions that we receive from you, (ii) certify that any Payment Account you add to your profile is an account from which you are authorized to make payments, and any payment you make using the Service will debit a Payment Account that you are legally authorized to use, (iii) authorize Green Mountain to debit your Payment Account and remit funds on your behalf so that the funds can be applied to your electric service account, and (iv) also authorize Green Mountain to credit your Payment Account for payments returned for any reason. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats. However, we shall incur no liability if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your Payment Account;
2. The payment processing center used by the Service is not working properly and you know or have been advised about the malfunction before you execute the transaction;
3. You have not provided Green Mountain with the correct Payment Account information; and/or,
4. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction.

Failed Or Returned Transactions.

If using the online bill payment feature of the My Account section of www.greenmountain.com, you are requesting Green Mountain to make payment for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction or your credit limit would be exceeded), the transaction will not be completed. In some instances, you will receive a return notice from us. In such case, you agree that:

1. You will reimburse Green Mountain immediately upon demand the transaction amount that has been returned to Green Mountain;
2. You will be responsible for any charges due under your electricity Terms of Service;
3. You will reimburse Green Mountain for any fees imposed by your financial institution as a result of the return;
4. You will reimburse Green Mountain for any fees it incurs in attempting to collect the amount of the returned transaction from you; and,
5. Green Mountain is authorized to report the facts concerning the returned transaction to a credit reporting agency.

Password Policy.

Use of the My Account section of www.greenmountain.com requires both log-in information and a password. Anyone with knowledge of both a customer's account number and password can gain access to your My Account page and the information that is available regarding your account. Accordingly, you must keep your account number and password secret. By agreeing to the terms and conditions of this Agreement, you agree to be solely responsible for the confidentiality and use of your account number and password, as well as for any communications entered on or funds transfers authorized through My Account using your account number and password.

As a condition of use, you must tell us at once if you believe your password has been lost or stolen or that someone has transferred or may transfer money from your Payment Account without your permission. You may contact us by phone at 866-785-4668 (toll free).

Green Mountain reserves the right to reset any passwords.

User Information.

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone number and email address. Changes can be made either within the My Account section of www.greenmountain.com or by contacting Green Mountain Customer Care. Green Mountain is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

Service Termination, Cancellation, or Suspension.

Cancellation of the Paperless Billing Service does not affect recurring payments if you are also enrolled in Auto-Pay. Green Mountain may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Service Fees and Additional Charges.

You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Confidentiality and Security on Internet.

Use of this Service is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations. Although Green Mountain has endeavored to create a secure and reliable Service, the confidentiality of any communication transmitted over the Internet cannot be guaranteed. Accordingly, Green Mountain and its affiliates are not responsible for the security of any information transmitted via the Internet. Actual or attempted unauthorized use of this Service may result in criminal and/or civil prosecution. For your protection, Green Mountain reserves the right to view, monitor and record activity on the Service without notice or permission from you.

Consistent with our Privacy Policy [http://www.greenmountainenergy.com/privacy_policy.shtml], Green Mountain will store and protect this information in the same manner we store and protect other personally identifying customer information. We may disclose information to third parties about your account or the transfers you make as discussed in our Privacy Policy, including:

1. Where it is necessary for completing transactions (for example, to a payment processing service), or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau, or
3. To respond to information requests of governmental authorities or where required by law or regulation, or
4. If you give us your written permission.

We also reserve the right to provide non-personally identifying information such as aggregate data to third parties.

Green Mountain is not responsible for any breach of its security or for the actions of any third parties that may obtain any personal information. Users of this service may review and correct personal information about them maintained by Green Mountain by selecting the Account Settings link in the My Account section of www.greenmountain.com.

Green Mountain will not be responsible for any loss resulting from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars or governmental restrictions.

Exclusion of Warranties.

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR TIMELY PAYMENT OF ALL ELECTRIC SERVICE BILLS.

Alterations and Amendments.

This Agreement, applicable fees and service charges may be altered or amended by Green Mountain from time to time. In such event, Green Mountain shall provide notice to you. Any use of the Service after Green Mountain provides you a notice of changes will constitute your agreement to such change(s). Further, Green Mountain may from time to time revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, Green Mountain reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the more recent revisions and updates.

Other Terms and Conditions.

The terms and conditions set forth herein are in addition and are not intended to limit or modify any Terms of Service or tariffs or other regulations governing the terms and conditions pursuant to which Green Mountain provides you electricity and related services or the terms and conditions pursuant to which Green Mountain provides you use of the Green Mountain website or any other services. **Choice of Law.** This Agreement shall be governed by the laws of Texas, without regard to the choice of law or conflict of law rules thereof. **Disputes.** In the event of a dispute regarding the service, you and Green Mountain agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and Green Mountain which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Green Mountain relating to the subject matter of this Agreement. If there is a conflict between what a representative of Green Mountain or Customer Care Department says and the terms of this Agreement, the terms of this Agreement will prevail. **Assignment.** You may not assign this Agreement to any other party. Green Mountain may assign this Agreement or assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties. **No Waiver.** Green Mountain shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Green Mountain. No delay or omission on the part of Green Mountain in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. **Captions.** The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. **Partial Invalidity.** If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force. **Registration; Participation; Limitation.** When registering with Green Mountain for the Paperless Billing Service, you represent and warrant that: (i) you are 18 years old or older; (ii) you are using your actual identity and that any information you provide to Green Mountain is accurate and complete; and (iii) your registration with Green Mountain will not violate any local, state, national or international laws or regulations. **Disclaimer of Damages. IN NO EVENT SHALL GREEN MOUNTAIN ENERGY COMPANY BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF \$500.00 OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE USE OF THE SERVICE.**