

## **Acacia Energy Energize your Friends and Family Terms and Conditions**

Participation in and use of the Acacia Energy Refer-a-Friend program (“Energize your Friends and Family”) is subject to the following Terms and Conditions (“Energize your Friends and Family.”) The Program pertains specifically to current Acacia Energy residential customers (“Participant(s)”) referring other residential customers (“Customer(s)”) in Texas, where electric competition is available and where Acacia Energy offers service. If you have any questions about the Energize your Friends and Family Program Terms or any other policies or terms applicable to your involvement in the Program, please e-mail Acacia Energy at [customerservice@acaciaenergy.com](mailto:customerservice@acaciaenergy.com).

### **Participants in the Energize your Friends and Family Program**

Participants must be in good standing to be eligible to participate in the Energize your Friends and Family Program. To be considered in good standing, the Participant must have an active residential account with Acacia Energy, and be current on all payments. Acacia Energy reserves the right to terminate a Participants participation in the Energize your Friends and Family Program or cancel the Program at any time for any reason or no reason, to the extent permitted by law, upon written notice to Participants. Any written notices required or permitted to be given by Acacia Energy hereunder may be delivered by email. By participating in the Energize your Friends and Family Program, you consent to delivery of all Program-related notices and information by email to the email address you have registered for your Acacia Energy MyAccount and acknowledge that you have the necessary equipment (hardware and software) to receive and read such emails.

### **Qualified Referrals and Rewards**

For purposes of the Program, a qualified referral must be a new Acacia Energy customer. New customer is defined as someone that is neither 1) A current or pending residential electricity customer of Acacia Energy or 2) A person who was a residential electricity customer of Acacia Energy within 90 days prior to the date of enrollment with Acacia Energy or any Brooklet Energy affiliates. In addition, a qualified referral must satisfy all Acacia Energy enrollment requirements including; a) enrollment with Acacia Energy via phone call or online enrollment. Eligible participants and qualifies referrals that are residents of Texas will receive their reward for participation in the Program in the form of a Acacia Energy bill credit. The amount Acacia Energy is offering may be changed by Acacia Energy at any time prior to enrollment of a qualified referral without notice to you or your referrals. The Acacia Energy Refer-a-Friend Program page in Acacia Energy MyAccount will contain up-to-date information regarding Acacia Energy’s current offer. By participating in the Program, you agree that Acacia Energy shall make the final determination as to whether a person meets all requirements to be considered a qualified referral. Bill Credits earned by residents of Texas shall only be applied to the kWh usage portion of the Participants Acacia Energy electricity bill. Program bill credits shall not be applied to amounts owed on applicable taxes and/or fees portion of the bill.

### **Energize your Friends and Family Program Use**

Acacia Energy will provide you with access to the Energize your Friends and Family Program, which you may use to track your referrals and rewards with respect thereto; provided that your use of the Program is strictly subject to the Program Terms. Acacia Energy is not obligated to, and will not, release to you the reasons why a particular referral has not been deemed a qualified referral.

## **CAN-SPAM Act Compliance**

Acacia Energy complies with the federal CAN-SPAM Act and honors requests of consumers and customers who choose to opt out of receiving Acacia Energy marketing emails. Accordingly, if you designate a referral email address that has previously opted out of receiving Acacia Energy marketing emails, you may be advised that the email address is not eligible to be sent a Acacia Energy Refer-a-Friend email.

## **Confidentiality**

Notwithstanding anything to the contrary contained herein, you agree that you will comply with the customer confidentiality provisions set forth in Rule 25.472 of the Public Utility Commission of Texas. Independent Contractor Relationship.

Your participation in the Energize your Friends and Family Program does not authorize you to act on Acacia Energy's, its parent's or their respective affiliates' behalf. Nothing herein is intended or will be construed to constitute or imply a joint venture, employer-employee relationship, partnership or association between you and Acacia Energy, its parent or their respective affiliates. By participating in the Energize your Friends and Family Program, you acknowledge that you do so at your own risk and as an independent contractor and that Acacia Energy is not directing how you perform your obligations hereunder.

## **Trademarks**

Other than with respect to materials provided in connection with your participation in the Energize your Friends and Family Program, your status as a Participant in the Program does not entitle you to use any trademarks, copyrighted materials, patents, names, logos or other intellectual property owned or licensed by Acacia Energy, its parent or each of their respective affiliates.

## **Indemnification**

By participating in the Energize your Friends and Family Program, you agree to and will indemnify and hold Acacia Energy, its parent and each of their respective affiliates harmless from and against any and all damages, costs, expenses, claims or liabilities of any kind, including third party claims, whether pending or threatened, including without limitation, attorneys' fees and court costs, incurred by any of them arising out of or related to your participation in the Program or breach of these Program Terms.

## **Amendments**

These Program Terms may be altered, changed, modified or assigned by Acacia Energy at any time by providing notice to you. Your participation in the Program at any time after Acacia Energy provides you such notice of changes will constitute your agreement to such changes.

## **Other Terms and Conditions**

These Program Terms are in addition to and do not in any way limit or alter Acacia Energy MyAccount terms other terms and conditions or agreements pursuant to which Acacia Energy allows you to participate in the Program and/or use Acacia Energy MyAccount.