

REAL SIMPLE ENERGY TERMS OF SERVICE

Arcadia Power, Inc. (“Real Simple Energy” or “RSE” or “us” or we” or “Company”) provides this Site (as defined below) and products and services, as applicable, available on this site (the “Services”), subject to these Terms of Service. By accessing and/or using RealSimpleEnergy.com (the “Site” or the “Website”) and/or the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. You must be 18 years of age or older to use this Site.

RSE may change, modify, or otherwise alter these Terms of Service in RSE’s sole discretion at any time, with or without notice to you. By using this Site after any such changes have been made, you agree to comply with, and to be bound by, the modified Terms of Service and all such changes.

RSE operates solely as a service provider by providing prospective buyers access to pre-screened energy offers that meet certain conditions.

The price and other terms remain subject to service agreements between you and the third-party provider. RSE cannot guarantee the rates and/or services provided by the third-party vendor.

Notwithstanding the foregoing, under no circumstances shall RSE be required to issue refunds hereunder.

Real Simple Energy and realsimpleenergy.com are trademarks of Arcadia Power, Inc.

SERVICES

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. All descriptions of products, services, or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

We grant you a limited, personal, non-exclusive, non-transferable license to use our Services.

YOUR WARRANTIES AND REPRESENTATIONS

Whenever you order or purchase a service or product, as applicable, through this site you are warranting to us and the applicable service provider that you are at least 18 years of age and possess the legal authority to enter into the transactions made available through this site and will use this service or product in accordance with all Terms of Service herein and as set forth in this site. You agree to be financially responsible for your use of and all transactions made in connection with services and products ordered or purchased through this site. Without limitation, any speculative, false or fraudulent purchase, order, reservation or notification to any service provider through this site is prohibited. You agree that you will be completely responsible for all charges, fees, duties, taxes and assessments arising out of the purchases and orders you make through this site. You agree that answers to any questions RSE asks in attempt to provide a Service are truthful. RSE reserves the right to amend the price of a Service due to answers that are materially misrepresented.

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or

discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet; or (l) to modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Site or Services except to the extent the foregoing restrictions are expressly prohibited by applicable law.

ACTION BY RSE

If we have reason to believe that you have violated these Terms, we may take various actions to protect RSE, a third party, or you from fees, costs, expenses, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- We may close, suspend, or limit your access to your Account or the Services;
- We may update inaccurate information you provided us;
- We may refuse to provide the Services to you in the future;
- RSE may close, suspend, or limit your access to your Services; and We may take legal action against you.
- RSE, in its sole discretion, reserves the right to terminate access to its Site or to the Services for any reason and at any time upon notice to you.

If we close your account or terminate your use of the Services for any reason, we will provide you with notice of our actions. If we limit access to the Services, we will provide you with notice of our actions and the opportunity to request restoration of access if appropriate in our sole discretion.

NO CONTRACT FOR ENERGY SERVICES

RSE is the provider of the Service and is not a party to any electricity contract concluded pursuant to the Service. RSE is not responsible or liable to you in any way, including, without limitation, any disputes arising out of the contract between users and third-party energy service providers.

Each energy transaction shall be consummated directly between the user and third-party energy provider, and RSE's sole obligations in connection therewith is facilitation of such transaction through its platform as a broker/agent only. Arcadia Power, Inc. is a broker licensed by the Public Utility Commission of Texas, registration #BR190439. You may use the Service to obtain offers from Retail Electric Providers ("REPs") for energy services. You may be required to accept or agree to additional Terms of Service when you submit an inquiry to the REP site available to you through RSE. By clicking on any button indicating an acceptance or agreement to terms ("Submission"), you understand that you are agreeing to the stated Terms of Service of that Submission and that you are inquiring as to energy service offers through RSE to the participating REPs.

AGENCY DESIGNATION

If you select certain services on the Site that require an agency authorization, you authorize Arcadia Power, Inc. acting through its managers, officers, or employees, to (i) access your account(s) with each Retail Electric Provider ("REP") with whom you have an account; (ii) obtain copies of your payment history, billing history, and update or modify your payment information to allow us to collect fees for the payment of services on your behalf that we collect from you with each REP with whom you have an account ; (iii) obtain copies of your historical usage information from your current or past REP; (iv) communicate with a REP on behalf of you; and (v) negotiate one or more service agreements on behalf of you for retail electric service; and (vi) switch you from one REP to another REP on your behalf. By selecting our agency services, you hereby appoint Arcadia Power, Inc. as your agent and authorize us

to act on your behalf in obtaining the information described above and negotiating and executing the agreement(s) described herein.

By submitting your REP account information, including without limitation your personal customer information, REP usage information, REP bill amounts due, service address and any other information from your REP that may be necessary to provide the Services (collectively, "REP Account Information"), you certify and confirm that you are entitled to disclose this REP Account Information and that you are an authorized user of your REP Account. RSE makes no effort to review your REP Account Information for accuracy.

To allow RSE to retrieve and use your REP Account Information, you understand that you must provide RSE with your REP account username, password, and/or account number, and/or any other necessary credentials to access your REP Account or that may be necessary to provide our Services ("REP Account Credentials"). You acknowledge that RSE may need to periodically change or update your REP Account Information and REP Account Credentials in order to use the Services. You agree to allow RSE to make such changes to your REP account(s) on your behalf and as your agent including, but not limited to, changes to your login information, your email address, and your account security questions. You represent, warrant, acknowledge, and agree that you are solely responsible for the accuracy of your REP Account Credentials.

You acknowledge that RSE may also need to modify or update your RSE statement delivery preferences in order to provide its REP bill payment services, which could include modifying your e-billing or auto payment preferences.

You agree to notify RSE of any changes to your REP Account Information or REP Account Credentials. By providing RSE with your REP Account Credentials, you certify that you or another member of your household or small business owns the REP account(s) associated with your home or business. You acknowledge and agree that when RSE is accessing and retrieving your REP Account Information from third-party sites, RSE is acting as your agent, and not as the agent for or on behalf of the third-party.

You further acknowledge and agree that RSE may analyze your REP Account Information as set forth in the Privacy Policy.

AGENCY AUTHORIZATION – SMART METER TEXAS

By selecting the services on this Site that require our access to your Smart Meter, you authorize Arcadia Power, Inc. acting through its managers, officers, or employees, to (i) access or create Customer's account(s) with Smart Meter Texas, www.smartmetertexas.com; (ii) initiate a 3rd Party Energy Data Agreement for as a period at least as long as you are a customer of Arcadia Power, Inc., enabling Arcadia Power, Inc. to view and download your energy usage, meter, and premise information, which is available in 15-minute daily or monthly intervals; (iii) update or modify your Smart Meter Texas account profile for the sole purpose of allowing Arcadia Power, Inc. to administer the 3rd Party Energy Data Agreement; (iv) and communicate with Smart Meter Texas on your behalf. Upon request RSE will provide you with any account credentials registered on your behalf, and you may contact support@realsimpleenergy.com to request such account credentials or with any questions. By selecting the pertinent services, you hereby appoint Arcadia Power, Inc. as your agent and authorize us to act on your behalf in obtaining the information described above.

AUTHORIZATION AND LIMITED POWER OF ATTORNEY

You acknowledge and agree that by purchasing the relevant services, you are authorizing us to communicate, obtain information, and sign binding contracts and other documentation, electronically or otherwise, on your behalf as an authorized agent.

In furtherance of the foregoing, and as an essential requirement for the use of our agency services, you expressly grant Arcadia Power, Inc. a limited power of attorney to communicate on your behalf with, obtain information about you from, and enter into binding agreements on your behalf with, REPs, Smart Power Texas, and other applicable third parties, in each case in furtherance of the Services and as contemplated in, and subject to the requirements of, these Terms of Service.

You may rescind this agency authorization and limited power of attorney at any time by providing notice to us at support@realsimpleenergy.com. You acknowledge and agree that RSE's ability to support the Services will be materially decreased without these authorizations and you will not hold RSE liable for any failure to provide the Services as a result of your revocation of the limited power attorney.

LINKING POLICY

RSE grants revocable permission to link to publicly available (i.e., non-password protected) portions of the Site; provided, however, that any link to the Site: (a) must not frame or create a browser or border environment around any of the content on the Site or otherwise mirror any part of the Site; (b) must not imply that RSE is endorsing or sponsoring it or its products, unless RSE has given its prior written consent; (c) must not present false information about, or disparage, tarnish, or otherwise, in RSE's sole opinion, harm RSE or its products or services; (d) must not use any RSE trademarks without the prior written permission from RSE; (e) must not contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in RSE's sole opinion); and (f) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to these Terms. By linking to the Site, you agree that you do and will continue to comply with the above linking requirements. Notwithstanding anything to the contrary Terms, RSE reserves the right to prohibit linking to the Site for any reason in RSE's sole and absolute discretion.

PAYMENT TERMS

When you provide credit card or other types of payment information to us, you represent that you are the authorized user of the card, and agree to notify us of any changes to the relevant account number, expiration date, and billing address, or if the card expires or is canceled.

PAYMENTS FOR ENERGY USAGE

Any and all payments we collect from you in connection with payments to the energy providers are not revenues of RSE and you acknowledge that we are paying those fees to the proper entities on your behalf when instructed by you. We will use reasonable efforts to facilitate your payments properly and on time. However, RSE makes no guarantees, warranties, representations or commitments regarding when payments will reach such third party entity. RSE shall not be responsible for any fees, penalties, or late payment interest charged to you by any third party as a result of any delay or failure to pay. However, RSE will pay any fees, penalties, or late payment interest charges charged to you if it determines that a late payment was caused solely by RSE. Payments we make on your behalf to third parties are not refundable by us. You are responsible at all times for payments to the energy providers and at no time do we assume any payment obligations on your behalf except for monies we have received from you for that purpose. Your failure to pay us or the energy providers may result in collection efforts by the energy providers for all amounts due. If we facilitate a payment for an incorrect amount, we will use commercially reasonable efforts to recover the incorrect payment from the applicable third party. If we can recover the incorrect payment that was charged to you, we will return the amount of the incorrect payment to you. If not, we will notify you of that fact and you will be responsible to make appropriate arrangements with the applicable third party to receive a refund of the credit or have it applied against future balances.

By choosing automatic payments, or by enrolling in any of our Services that require automatic payments, you authorize and order RSE to have your payment method debited or charged for the

amount noted on your bill. You understand that this authorization and order will remain in effect until you cancel it in writing, and you agree to notify RSE of any changes in your account information or termination of this authorization and order at least fifteen (15) days prior to the next billing date. If the above noted payment date does not fall on business day, you understand that the payment may be executed on the next business day. You understand that because this is an electronic transaction, these funds may be withdrawn from your account each period as soon as the above noted transaction date. You have the right to stop automatic payment by notifying RSE of that fact as contemplated above, but if you do so RSE will no longer pay your REP bill. This authorization is to remain in full force and effect until RSE has received written notification from you in such time and in such manner as set forth above.

You agree to receive the notice required by 12 C.F.R. § 1005.10(d)(2) only if the difference between your current RSE bill and your previous RSE bill falls outside of a specific range as defined herein. For business customers, your bill must be \$5,000 greater than the previous month's bill. For residential customers, your RSE bill must be (1) \$1,000 greater than the previous month's RSE bill and (2) 150% variant greater than the average of your previous six-months RSE Bills. However, if you are a residential customer who has solar power and has an annual "true-up" with your REP or utility company, your RSE bill must be \$5,000 greater than the previous month's RSE Bill.

In the case of a transaction being rejected for non-sufficient funds or declined credit you understand that RSE may at its discretion attempt to process the charge additional times within thirty (30) days. RSE is not responsible for any overdraft fees, over-the-limit fees, or insufficient fund charges (including finance charges, late fees, or similar charges) charged to you by your financial institution from your failure to maintain a balance in the payment account or have available credit in the payment method that is sufficient to process our payment. RSE reserves the right to charge you for any overdraft fees, over-the-limit fees, or insufficient fund charges (including finance charges, late fees, or similar charges) assessed to RSE that result from your failure to maintain a balance or credit in the payment account that is sufficient to process your payment.

You acknowledge that the origination of payment transactions to the payment account must comply with the provisions of U.S. law. You will not dispute RSE's recurring billing with your financial institution, bank or credit card company so long as the transaction corresponds to the terms indicated in these Terms. Any disputes should be first brought to our attention by contacting us at support@realsimpleenergy.com or (877)-789-5350.

Transaction fees may apply for credit card and ACH bank debit payments.

ELECTRONIC CONSENT REGARDING RECURRING PAYMENT AUTHORIZATION

You acknowledge and agree that by accepting these recurring payment terms and conditions ("Recurring Payment Terms"), you consent to receive a copy of your payment authorization for recurring monthly payments in electronic form only instead of receiving a paper copy. This consent applies only to recurring payment authorizations as to which we are required to provide you with a written copy under applicable law.

We cannot process your online recurring payment authorization unless you are willing to receive, in electronic form only, a copy of the Recurring Payment Terms that we are required to provide to you in writing under applicable law. Once you have accepted the Recurring Payment Terms, you cannot withdraw your consent to receive your copy of the Recurring Payment Terms in electronic form. However, you will still be able to cancel your recurring payment authorization in accordance with this agreement

If you wish to obtain a paper copy of your recurring payment authorization, you may do so by printing the Recurring Payment Terms yourself or by contacting us at support@realsimpleenergy.com to request a paper copy. We may charge you a reasonable service charge for the delivery of a paper copy

of the Recurring Payment Terms so long as we disclose our then current service charge to you at the time of your request for a paper copy.

IDENTITY VERIFICATION

You authorize RSE, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include asking for you further information, requiring you to take steps to confirm ownership of your email address or financial instruments, and verifying your information against third party databases or through other sources. If you cannot verify your identity, RSE reserves the right to deny you use of the Services.

PRIVACY

Your use of the Services is also governed by our Privacy Policy. By using the Services, you indicate that you understand and consent to the collection, use, and disclosure of your information as described in our Privacy Policy. You further agree that you are licensing your REP account information to RSE for the purpose of providing the Services and allowing RSE to analyze your REP account information to create anonymous and aggregated data for purposes of creating benchmarks and other analytical reports and data all in accordance with the Privacy Policy. RSE may use and store the content in accordance with these Terms and our Privacy Policy.

CONFIDENTIALITY AND NOTICES

You agree and understand that you are responsible for maintaining the confidentiality and security of your password, which, together with your login ID e-mail address, allows you to access the Services. That login ID e-mail address and password constitute your "Registration Information." We recommend you do not use the same password for other online accounts, such as an online banking account. In order for the Services to function effectively, you must keep your REP account credentials and registration information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Services will be affected. If you become aware of any unauthorized use of your REP account credentials or registration information, you agree to notify RSE as soon as reasonably possible at the e-mail address privacy@realsimplenergy.com.

Our information collection and use policies with respect to the privacy of such account information, RSE account credentials, and registration information are set forth in the Privacy Policy, which is incorporated herein by reference for all purposes.

FEEDBACK

Any comments, etc. sent to RSE, including but not limited to feedback data, such as questions, comments, suggestions or the like regarding the content of any such documents shall be deemed to be the property of RSE. RSE's use of such feedback will comply with RSE's Privacy Policy, which is set forth on the Site, and applicable laws. RSE shall have no additional obligations with respect to such feedback and shall be free to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute the Feedback to others without limitation.

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WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RSE DISCLAIMS ALL LIABILITY OF ANY KIND ARISING FROM THE UNAUTHORIZED ACCESS TO OR USE OF YOUR PERSONAL INFORMATION (as defined in the Privacy Policy).

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INDEMNIFICATION

BY USING THE SITE, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS RSE, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, LICENSORS, AND SERVICE OR CONTENT PROVIDERS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, EXPENSES, DAMAGES AND COSTS, INCLUDING ATTORNEYS' FEES AND COURT COSTS, ARISING OR RESULTING FROM YOUR USE OF THE SITE OR SERVICES OR RELATED TO ANY VIOLATION OF THESE TERMS OF USE OR APPLICABLE LAW. IF YOU CAUSE A TECHNICAL DISRUPTION OF THE SITE OR THE SYSTEMS TRANSMITTING THE SITE TO YOU OR OTHERS, YOU AGREE TO BE RESPONSIBLE FOR ANY AND ALL LOSSES, LIABILITIES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS, ARISING OR RESULTING FROM THAT DISRUPTION.

RSE COMMUNICATIONS

By entering into this Agreement or using the Services and Website, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems and that any calls may be recorded and the record of those calls may be retained by RSE. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account or the use of the Website and Services, updates concerning new and existing features on the Website and Services, communications concerning promotions run by us or our third-party partners, and news concerning the Company and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages that we send. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, YOU MAY TEXT "END" TO 224-258-0477 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE WEBSITE AND SERVICES OR RELATED SERVICES. IF YOU WISH TO OPT OUT OF ALL TEXTS OR CALLS FROM US (INCLUDING OPERATIONAL OR TRANSACTIONAL TEXTS OR CALLS), YOU CAN TEXT THE WORD "STOPALL" TO 224-258-0477 FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. HOWEVER, YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT YOUR USE OF THE WEBSITE AND SERVICES OR RELATED SERVICES.

APPLICABLE LAWS

The laws and constitution of the State of Texas govern your use of the Site, any dispute concerning the Site, the interpretation and enforcement of these Terms of Service, your rights and obligations and all actions contemplated by these Terms of Service. In the event RSE brings a claim against you, you agree to submit to the exclusive jurisdiction of the federal or local courts located in Houston, Texas.

When you access or use the Services, you are required to comply with all applicable laws and any other conditions or restrictions in any written or online notice from RSE (including these Terms). As a condition of your access to and use of the Services, you agree that you will not use the Services for any purpose that is unlawful or prohibited by these Terms. The Services are offered for your personal and non-commercial use only, and RSE does not grant you any express or implied rights to access or use the Services for any other purpose.

Without limiting the generality of the foregoing, you agree not to:

- Impersonate any person or entity, whether actual or fictitious, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- Interfere with any other users' rights to privacy and publicity, including by harvesting or collecting information from or about users;
- Upload or otherwise transmit any communication, software, or materials that contain a virus or is otherwise harmful to RSE or its users' computers or systems; or

- Engage in “spidering,” “screen scraping,” “database scraping,” harvesting of email addresses, wireless address, or other contact or personal information, or any other automatic means of obtaining lists of users or other information from RSE, including without limitation any information residing on any server or database connected to the Services.

INTELLECTUAL PROPERTY OF RSE AND ITS LICENSORS

Our Website (including, but not limited to, text, images, photographs, graphics, user interface, screen shots, designs, and computer code, and the selection, coordination, and arrangement of such content) is protected under the copyright laws of the United States and other countries. RSE owns all copyrights in our Website or its third-party suppliers and licensors to the full extent permitted under the United States Copyright Act and all international copyright laws. Unless expressly permitted in writing, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works from, transmit, or in any way exploit any part of our Website, except that you may make use of the content for educational and non-commercial purposes only, provided that you maintain all copyright and other notices posted along with the content.

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- Identification of the copyrighted work or other intellectual property claimed to have been infringed;
- Identification of the allegedly infringing material, reference, or link that is to be removed and information reasonably sufficient to permit RSE to locate the material, reference, or link;
- Your name, address and daytime telephone number, and an e-mail address if available, so that RSE may contact you if necessary;
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright or other intellectual property owner, its agent, or the law; and
- A physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Please note that due to security concerns, e-mail attachments will not be accepted. Any notice of infringement submitted electronically with an attachment will not be received or processed. Upon receipt of a notice of claimed infringement (or any statement in conformity with 17 U.S.C. § 512(c)(3)), RSE will expeditiously remove or disable access to the allegedly infringing content. RSE may terminate

the service privileges of users who repeatedly infringe the copyrights or other intellectual property rights of others.

THIRD-PARTY CONTENT AND LINKS TO THIRD-PARTY WEBSITES

You may be able to link from our Website to certain websites, platforms or services operated by third parties (“Linked Sites”). This includes links from advertisers, sponsors, and small business partners that may use our logo(s) as part of a co-branding relationship. You acknowledge and agree that RSE has no responsibility for the information, content, products, services, advertising, code, or other materials which may or may not be provided by or through Linked Sites, even if they are owned or run by affiliates or partners of ours, and you rely on the same at your own risk. Links to such websites or resources do not imply any endorsement by RSE of such websites or resources or the content, products, or services available from such websites or resources. Such Linked Sites are not under our control, and links to other websites are provided solely for the convenience of users. You acknowledge that when you leave our Website by any means, including, but not limited to, when you click on a link that leaves our Website, the website you will land on is not controlled by us and different terms of use and privacy policies apply. If you elect to use or purchase services from third parties, you are subject to their terms and conditions and privacy policy.

DISPUTES - ARBITRATION

Please read the following arbitration agreement in this Section (“Arbitration Agreement”) carefully. It requires you to arbitrate disputes with RSE and limits the manner in which you can seek relief from us.

Applicability of Arbitration Agreement. You agree that any dispute, claim or request for relief relating in any way to your access or use of the Services and/or Site or to any aspect of your relationship with RSE or any of its affiliates, and any of their respective officers, directors, employees, contractors, agents, representatives, licensors, and service of content providers, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims or seek relief in small claims court if your claims qualify; and (2) you or RSE may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.

Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to our registered agent InCorp Services, 815 Brazos St, Suite 500 Austin, TX 78701 in detail with your specific facts. Prior to the commencement of arbitration the parties agree to mediate their dispute for a period of not longer than thirty (30) days. This mediation shall be conducted in good faith between the parties. After the expiration of the mediation period, the arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or requests for relief under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS’s rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. Notwithstanding anything to the contrary in the JAMS arbitration rules (or the rules of any other alternative arbitration provider), to the extent your fees for arbitration are being paid on your behalf by a third party (including your lawyer or a third party funding source) or you have an agreement to be reimbursed by a third party for such fees, then you shall be required to split any fees for the arbitration equally with RSE.

In the case of any arbitration claim made that is part of a mass arbitration (e.g., the claim is similar to or on the same basis as other arbitration claims made by the same lawyer or law firm representing multiple individuals), then: (a) arbitration procedures shall be modified to allow for dispositive motions, including, but not limited to, motions for summary judgement; and (b) at RSE's option, the arbitration may be consolidated with other arbitration claims setting forth a similar fact pattern and arbitrated in a single arbitration proceeding, provided, that if RSE does not exercise this option, then the waiver set forth below remains in place.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and RSE. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Waiver of Jury Trial. YOU AND COMPANY HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and RSE are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class or Other Non-Individualized Relief. ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS (INCLUDING MASS ARBITRATION CLAIMS). ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER (EXCEPT AS PROVIDED FOR ABOVE). If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the District of Columbia. All other disputes, claims, or requests for relief shall be arbitrated.

30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: support@realsimpleenergy.com within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your username (if any), the email address you used to set up your account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

Severability. Except as provided in the waiver of class or other individualized relief paragraph above, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with RSE.

Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if RSE makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing RSE at the following address: Arcadia Power, Inc.: Attn: Legal – Real Simple Energy, 555 11th Street Fourth Floor Washington DC 20004.

SYSTEM AVAILABILITY

RSE will use commercially reasonable efforts to make the Site available at all times except for: (a) planned downtime, or (b) any unavailability due to circumstances beyond RSE's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet service provider failures or delays. Planned downtime and routine maintenance and updates may result in temporary unavailability of the Site. We will have no liability to you or any third party in respect of your inability to access the Site at any time.

ASSIGNMENT

You may not assign these Terms of Service (or any rights, benefits or obligations hereunder) by operation of law or otherwise without the prior written consent of RSE, which may be withheld at RSE's sole discretion. Any attempted assignment that does not comply with these Terms of Service shall be null and void. RSE may assign these Terms of Service, in whole or in part, to any third party in its sole discretion, without notice to you.

EFFECT OF TERMINATION/SURVIVAL OF SELECTED PROVISIONS

Notwithstanding the expiration or earlier termination of your account on the Site, rights and obligations under these Terms of Service, which by their nature should survive, will remain in effect after termination or expiration hereof.

MISCELLANEOUS

Unless otherwise explicitly stated in the Agreement, nothing contained in these Terms of Service shall be construed as creating any agency, partnership, or other form of joint enterprise between you and RSE. The failure of RSE to insist upon strict compliance with any term or provision of these Terms of Service shall not affect the full right to require such performance at any time thereafter, and shall not be construed as a waiver with regard to any subsequent failure to comply with such term or provision.

You agree that no joint venture, partnership, employment or agency relationship exists between you and us as a result of this agreement or use of this site unless otherwise expressly agreed to on this Site. Nothing contained in this site shall be construed to prevent RSE from complying with law enforcement requests or requirements relating to your use of this Site or information provided to or gathered by RSE with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the agreement shall continue in effect.

You acknowledge and agree that these Terms of Service constitute the complete and exclusive agreement between you and RSE concerning your access to and use of the Site, and supersede and govern all prior proposals, agreements, or other communications, whether oral or in writing, with respect to the Site. You represent, warrant, and covenant that your access to and use of the site will comply with these Terms of Service.

The communications between you and Company may take place via electronic means, whether you visit Company Properties or send Company e-mails, or whether Company posts notices on Company Properties or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("E-Sign").