

Direct Energy Mobile Wallet Terms and Conditions

This is an agreement between you and Direct Energy, LP, a Texas Limited Partnership, and its affiliates (collectively, "Direct Energy"), which governs your use of the Direct Energy Mobile Wallet application ("Mobile Wallet"), on your Apple Wallet, Google Pay app, or any other applicable mobile wallet payment service ("Mobile Wallet Service"), which is provided as a convenient, alternative way to pay and interact with your Direct Energy account via mobile access.

This agreement applies in addition to, and is not intended to replace, any other agreement applicable to your Direct Energy account. Before using the Mobile Wallet, please read this agreement carefully, along with all the other applicable rules, policies, and terms; including our [Privacy Policy](#) and all related Apple Wallet, Google Pay app or other service terms and conditions. By using the Mobile Wallet, you agree to be bound by the terms of this agreement. If you do not accept the terms of this agreement, you may not use the Direct Energy Mobile Wallet.

Usage: You understand that use of the Mobile Wallet is voluntary, and you assume all risk associated with usage. To use the Mobile Wallet to interact with your Direct Energy account, you must (1) have an active Direct Energy account in good standing, (2) have added your Direct Energy digital card or pass to your preferred Mobile Wallet Service, and (3) have read and agreed to these terms and conditions.

The Mobile Wallet is provided on an "as is," "without any warranty," and "without any liability" basis. You bear the risk of using the Mobile Wallet. Direct Energy does not warrant or guarantee the functionality, accuracy, reliability or timeliness of the Mobile Wallet. Direct Energy does not charge you any fees for use of the Mobile Wallet. Mobile Wallet Service providers, or other third parties such as wireless companies or data service providers may charge you fees.

Operation/Functionality: Direct Energy makes no warranty or representation, either express or implied, as to the operation or functionality of the Mobile Wallet or that it will be free from error or defects. Nor do we guarantee that the Mobile Wallet Service providers have servers that are free of viruses or other harmful conditions or components. The Mobile Wallet may occasionally be restricted, interrupted, or discontinued due to various conditions, including without limitation Mobile Wallet design, government regulation and/or situations beyond our control. Please be advised that Direct Energy does not provide tech support for issues with any Mobile Wallet Service such as Apple Wallet or Google Pay.

By activating the Mobile Wallet, you understand that Direct Energy is not responsible for any inaccuracies in your interactions with your account via the Mobile Wallet. If you are concerned about the accuracy of information transmitted to your account, you can call us or access your online account manager via a different source (other than the Mobile Wallet) to verify the transaction.

Direct Energy is not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Mobile Wallet Service provider to allow usage of Card in the Wallet. We are not responsible for any failure of the Mobile Wallet Service or the inability to use the

Mobile Wallet. We are not responsible for the performance or non-performance of the Mobile Wallet Service provider or any other third parties regarding any agreement you enter into with the Mobile Wallet Service provider or associated third-party relationships that may impact your use of the Mobile Wallet.

Account Information: By activating the Mobile Wallet and interacting with your Direct Energy account through the Mobile Wallet, you are deemed to have authorized Direct Energy to provide account information to your mobile device. The information is sent by Direct Energy to Walletron, Inc. (or applicable Mobile Wallet vendor) and then travels through the internet to your Device. It's possible that your Device and/or Mobile Wallet Service will record your interactions with your account via the Mobile Wallet. We do not control the privacy and security of your information that may be held by your Mobile Wallet Service provider, which is governed by their terms and conditions and privacy policy. Consult your agreements with your Mobile Wallet Service provider to learn more. You are solely responsible for all communications with Direct Energy using the Direct Energy Mobile Wallet on your mobile device, including any communication to or from Direct Energy.

Privacy/Security: Please ensure that others do not interact with your Direct Energy account via the Mobile Wallet. Your interaction with your account through the Mobile Wallet constitutes an authorized request from you, the account holder. You are solely responsible for all communications with your account through the Direct Energy Mobile Wallet. To keep your account secure, please make sure to keep your mobile device secure when not in use.

Electronic Records/Signatures: By accepting these Terms and Conditions, you consent to the general use of electronic records and signatures as applicable to your account with us. This may include, but is not limited to, the authorization of payments, adjustments to energy plans or the purchase of any services or products.

Termination/Modification: This agreement will automatically terminate, without notice, if you fail to comply with any of these Terms and Conditions. In case of such termination, we may immediately revoke your access to the Mobile Wallet. Direct Energy reserves the right to modify, suspend or discontinue the Mobile Wallet, or any part of it, at any time, without notice, at its sole discretion.

General: Energy plans or services that may be accessed through the Mobile Wallet are subject to availability and qualifications. Terms, conditions, and exclusions, not described herein, may apply.

Disclaimer of Warranties and Limitation of Liability: Direct Energy makes no warranty or representation, either express or implied, and expressly disclaims all warranties, either express or implied, including without limitation the warranties of merchantability, fitness and noninfringement. By activating and interacting with the Mobile Wallet, you agree to indemnify, defend and hold harmless Direct Energy, its parent, its affiliates, subsidiaries, directors, officers, governors, representatives, employees, agents and partners, from and against any and all liability, damages or causes of action (however named or described) with respect to or arising out of either: (i) Any use of the Mobile Wallet or your mobile device; or (ii) any unauthorized access to your account through the Mobile Wallet; or (iii)

the inability of the Mobile Wallet or your mobile device to communicate with your account; or (iv) any violation of these Terms and Conditions; and (v) any and all claims, judgments, damages, liabilities, penalties and fines of any kind, stemming from usage of the Mobile Wallet to interact with your Direct Energy account.

Jurisdiction: The Mobile Wallet is controlled and operated in the United States of America. This agreement will be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflict of law principles. Any and all legal actions or claims arising in connection with this agreement must be brought in a court of competent jurisdiction within the United States.

Severability: If any provision of this agreement is held invalid, void or unenforceable, then that provision will be considered severable from the remaining provisions, and the remaining provisions shall remain in full force and effect. Direct Energy's failure to enforce any right or provision in this agreement will not constitute a waiver of such provision, or any other provision herein.

Changes to these Terms: We may amend any of this agreement's terms, at our sole discretion, without notice, at any time. Amended Terms will be posted on our website. Your continued use of the Mobile Wallet after any such changes to this agreement constitutes acceptance of the Terms as amended.

Intellectual Property: You acknowledge that all trademarks, copyrights and graphics used in connection with the Mobile Wallet are the property of Direct Energy. All other intellectual property used is by license and belongs to the respective owners.