

Communications Policy

This Communications Policy (the "Policy" or "Communications Policy") explains how Energywell, LLC ("Energywell") and its subsidiaries and affiliated companies, including but not limited to Energywell Home, LLC, Elevate Energy, LLC d/b/a Energywell, Fanfare Energy, LLC d/b/a Energywell, and their respective subsidiaries (hereinafter referred to collectively as "Energywell" or "us," "we," or "our") communicates with you, and how as part of your enrollment with Energywell, you will receive all communications from Energywell. The Policy is incorporated into and made a part of your retail electric terms and conditions of service (if applicable) and your Battery Service Agreement with Energywell. By agreeing to enroll with Energywell, you agree to the provisions of the Policy.

By providing Energywell with your email address and/or phone number, which includes your mobile or cell phone number, you agree to receive all required notices and Energywell communications, which includes service alerts, billing and collection issues or account recovery concerns as well as marketing and solicitations, electronically, to that email address, or through live calls, texts, and/or robocalls to your provided phone numbers. It is your responsibility to update or change your contact information, and if you do not, you take full responsibility for errors in communication. Email notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on Energywell's website, accessible through any standard, commercially available Internet browser.

Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from Energywell, its agents, representatives, affiliates, or anyone calling on Energywell's behalf, by enrolling with Energywell and entering into the Agreement, you expressly consent to be contacted by us, Energywell's agents, representatives, affiliates, or anyone calling on Energywell's behalf for any and all purposes arising out of or relating to your services and/or Energywell account, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree Energywell may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text. You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from Energywell, our agents, representatives, affiliates or anyone calling on Energywell's behalf at the specific number, or numbers, you have provided to us, or numbers we can reasonably associate with your account (through skip trace, caller ID capture or other means), with information or questions about the Services and/or Energywell account.

You certify, warrant and represent that the telephone numbers that you have provided to Energywell are your contact numbers and that you will promptly update Energywell with new information when these numbers change. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to Energywell.

You agree to notify Energywell: (i) if any such phone number changes; (ii) is no longer active; or (ii) is ported from a landline to a wireless phone number. You can manage your contact preferences by updating Energywell at any time. Your cellular or mobile telephone provider will charge you according to the type of plan you carry. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes.

You agree that you shall indemnify, defend and hold Energywell harmless from any claim or liability resulting from your failure to notify us of a change in the information you have provided, including any claim or liability under the Telephone Consumer Protection Act (47 U.S.C. Sec. 227), and any regulations promulgated thereunder resulting from Energywell (or someone on Energywell's behalf) attempting to contact you at the telephone number(s) you provided.

This Policy provides authorization for Energywell to contact you about our or our affiliates' other products and services or share information about your account with any designated partner or with any third-party vendor that Energywell uses to provide services and rewards to you. You authorize Energywell to share your customer information with its agents, to the extent permitted by law.