



## Terms of Service – Residential

Ready for great service, minus unnecessary hassle and complexity? You've got it. These pages outline our agreement with you: what we'll deliver, how to contact us, information about billing, and much more. We want to be 100% clear and up-front with you at all times, so please have a read, and thanks again for choosing Rhythm!

**The following Terms of Service Agreement (TOSA) together with your Electricity Facts Label (EFL) and the Your Rights as a Customer (YRAC) document make up the agreement for your service.**

Thank you for choosing Rhythm ("Rhythm," "we," "our") as your retail electric provider ("REP"). We recognize you have a choice and appreciate your trusting us to meet your needs. This Terms of Service Agreement ("TOSA") explains the terms and conditions that govern your electric service with Rhythm. This TOSA, together with your enrollment documentation, your Electricity Facts Label ("EFL"), and the Your Rights as a Customer ("YRAC") document compose your Contract with Rhythm. As your REP, we will arrange for the delivery of electricity from your Transmission and Distribution Service Provider ("TDSP"), the company whose poles and wires bring power to your home. If you ever have any questions regarding your electricity service, please do not hesitate to contact us.

## Contact Information

### How to contact us.

#### Contact Information:

Business Name:	Rhythm
Certificate Number:	10279
Mailing Address:	24 Greenway Plaza, Suite 610, Houston, TX 77046
Customer Care:	1-888-7RHYTHM
Hearing and Speech Impaired: Toll-free:	Toll-free: 1-888-7RHYTHM, option 9
Internet Address:	<a href="http://www.gotrhythm.com">www.gotrhythm.com</a>
E-mail:	<a href="mailto:support@gotrhythm.com">support@gotrhythm.com</a>
Customer Service Hours:	Monday thru Friday: 8:00 AM to 8:00 PM Saturday and Sunday: 9:00 AM to 3:00 PM

### Power outage? Here's how to report it.

#### Outage Reporting

In the event of an outage in your area, please call your local TDSP:

Oncor:	1-888-313-4747
CenterPoint Energy:	1-800-332-7143
TNMP:	1-888-866-7456
AEP:	1-866-223-8508

**Para nuestros clientes que hablan español, tenemos documentos para ustedes, también.**

#### Spanish Language (Idioma Español):

Usted puede obtener los documentos de su contrato comunicando con nosotros al 1-888-7RHYTHM o [gotrhythm.com](http://gotrhythm.com).

## Understanding Your Service

### The term of this agreement is outlined on your EFL.

The term under this Contract will begin on the meter read date set by your TDSP (unless you and Rhythm otherwise agree), and will continue for a period specified in your EFL, but will end on the contract end date of this Contract specified by Rhythm.



### **We believe in rewarding our customers.**

Information on Rhythm's rewards programs can be found at

<https://support.gotrhythm.com/hc/en-us/articles/360052366771-Rhythm-Rewards>. Rhythm reserves the right to change or cancel at any time without notice or liability any benefits, rewards, or bonuses provided to you that may be provided by a third party or Rhythm.

### **We support renewable energy from a variety of sources.**

#### **Renewable Energy and Renewable Energy Credits:**

The electricity sold under this Contract will be supplied from a variety of generating sources. If you purchase a renewable product from Rhythm, you are financially supporting renewable energy generation sources, and the required amount renewable energy credits will be retired to authenticate the renewable component of the product specified in your EFL. Your TDSP does not necessarily deliver and you will not necessarily receive the specific electricity generated from that renewable source at your service address. We make no representations or warranties other than those expressly set forth in the contract, and we expressly disclaim all other warranties, written or oral, express, or implied including merchantability, conformity to models or samples and fitness for a particular purpose.

## Cancellation

### **Switching to Rhythm? You can cancel without penalty within 3 days.**

#### **Right of Rescission:**

**If you are switching to Rhythm from another REP, you can cancel your acceptance of the Contract with us without penalty or fee by contacting us before midnight of the third federal business day after the date of your enrollment authorization and receipt of the contract documents. Please include the following:**

- (1) Request to cancel Contract**
- (2) Name, address, phone number**
- (3) Account Number or ESI-ID Number**

**You may call us to cancel at 1-888-7RHYTHM with this information, or e-mail us at [support@gotrhythm.com](mailto:support@gotrhythm.com).**

### **You can cancel at any time.**

To cancel this Contract, call 1-888-7RHYTHM or email [support@gotrhythm.com](mailto:support@gotrhythm.com). Cancellation is permitted for any reason. After the rescission period described in the "Right of Rescission" section expires (or, if applicable, the 30-day trial period described in your EFL), you will be assessed the early termination fee set forth in your EFL if you terminate your service under this Agreement prior to the expiration of your initial term, or if Rhythm terminates your service due to your breach of the terms of this Contract.

You may cancel your Contract with Rhythm without a penalty (or an early termination fee) if (1) Rhythm notifies you of a material change to the Terms of Service and you elect to terminate your Contract due to the material change of the Terms of Service within 14 days of the date of Rhythm's notice, or (2) you move to another service location and provide evidence that you are moving along with a forwarding address. Rhythm reserves the right to terminate this Contract for non-payment, fraud, believable threats, or harm made by the customer to Rhythm's owners, employees, or contractors, or for insufficient payments past the due date. Regardless of the method or reason for cancellation of the Contract, you are responsible for all outstanding charges incurred through the date on which the cancellation is effected by the TDSP.

### **We want to keep you happy – share your questions, comments, complaints or questions anytime.**

Please contact us if you have specific comments, questions, complaints, bill questions, or if you feel your bill is incorrect, by calling a Rhythm Customer Care Representative, or email [support@gotrhythm.com](mailto:support@gotrhythm.com). If you are not satisfied with our attempt to resolve the problem, you may file a complaint with our company and request a Rhythm supervisory review. If we fail to resolve your dispute, it is your right to file a complaint with the PUCT. The PUCT contact information is as follows: Public Utility Commission of Texas, Customer Protection Division P.O. Box 13326, Austin, Texas, 78711-3326; telephone 1-512-936 7120 or 1-888-782-8477; fax 1-512-936-7003; Email: [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us); website: [www.puc.state.tx.us](http://www.puc.state.tx.us); TTY 1-512-936-7136. Please see your YRAC document for more information.



### **We have different products to meet your unique energy needs.**

The PUCT requires classification of your electricity plan into one of three categories: fixed rate, indexed, and variable price. Your EFL contains your specific product type and term information. Rhythm offers the following products:

#### **Fixed Rate Products:**

*Term and Pricing* - Fixed rate products have a Contract term of at least three (3) months and the price of a fixed rate product will only change subject to Changes in Law as described below.

*Changes to Contract Provisions* - We can make changes to the provisions of the Contract at any time during the Contract term with appropriate notice except for changes to your price (other than as stated in this section) or the length of your Contract term. We will notify you of any change to the Contract in writing at least fourteen (14) days before any change to the Contract will take effect or be applied to your bill. If you do not cancel the Contract before the effective date of the change, the change will become effective on the date stated in the notice. Notice is not required for a change that is beneficial to you.

#### **Variable Price Products:**

*Term and Pricing* - Variable price products can only have a contract term of 31 days or less. After the first billing cycle, the price may vary without advance notice according to a method determined by the provider in its sole discretion.

#### **Changes in law**

The price can change during the contract term without advance notice only to reflect actual changes in TDU charges; changes to the ERCOT or other administrative fees charged to loads; or changes resulting from federal, state, or local laws or regulatory actions that impose new or modified fees or costs on Rhythm that are beyond our control.

### **We will give you advance notice before we make any non-price changes.**

We can change non-price related provisions of your Contract by providing you with advance notice. We will notify you at least 14 days before the change is applied to your bill or otherwise takes effect. If you do not cancel your Contract before the effective date of the change, the change will become effective on the date stated in your notice. Notice is not required for a change that benefits you.

### **We'll let you know when your agreement is expiring.**

If you are on a product that has a contract term of at least three months, an expiration notice will be sent to you at least fourteen (14) days before the end of your initial Contract term as specified in your EFL. This expiration notice will be sent by mail or by e-mail if your email address is available to Rhythm and you have requested to receive contract-related notices electronically. If you do not take action to switch to another REP upon the expiration of your term, you will continue to be served by Rhythm under a default renewal monthly product after the end of the Contract term until you select another Rhythm electricity plan, switch to another REP, or we disconnect or terminate your electricity service. The EFL for your month-to-month default renewal product, which will describe the price and other terms, will be included with your contract expiration notice.

## **Billing**

### **Pricing? It's all on your EFL. Fees? They're all outlined on your bill.**

You agree to pay the pricing in your EFL. Your current price is set forth in the EFL you received during your enrollment or renewal, or with your contract expiration notice. Rhythm offers various product and plan structures, and different pricing elements are in effect on your account depending on the product and plan structure currently under contract. Some products may require an advanced meter (smart meter) that records your usage more frequently and you will only be eligible for these prices if the appropriate meter and any other necessary equipment are installed at your location.



### About your monthly bill.

Rhythm will bill you monthly, unless service is provided for a period of less than one month, or you and Rhythm agree to an alternative billing arrangement that provides for less frequent bills.

Your bill will be based on the amount of electricity and services associated with your ESI-ID as reported and measured by the TDSP to ERCOT. If you have selected to have your bill due on a specific date, in addition to usage information provided to Rhythm from your TDSP and ERCOT, your bill may be based on data from the Smart Meter Texas portal or ERCOT settlement data.

If the TDSP or ERCOT does not provide Rhythm with meter readings or usage information in time to prepare and send a monthly bill, your bill may be based on your estimated usage. If your bill is issued based on estimated usage, Rhythm will true-up your Rhythm electricity usage the following month or upon receipt of actual usage from the TDSP or ERCOT.

Customers who enroll in eBill will receive bills and other contract communications via means of electronic delivery.

Any bill credits earned or applied by Rhythm have no cash value.

### We'll also outline any TDSP fees on your bill.

You agree to pay non-recurring fees charged by the TDSP necessary to implement and/or maintain electric service for you, which may include service connection, disconnection or reconnection fees, meter test fees or special out-of-cycle meter read fees. These fees are not included in the average kWh shown on your EFL but are shown separately on your bill. These non-recurring TDSP fees vary depending on the TDSP that serves your ESI-ID.

### How to avoid late payments and past due balances.

Your bills are due and payable by the due date on your bill, which will be no earlier than sixteen (16) calendar days after the billing date. Bill payments are deemed past due and delinquent if not received by the close of business on the day that the bill is due.

### Any additional charges or fees will be listed separately on your bill.

You may also be charged fees (other than the ETF fee) described for services that Rhythm provides.

These fees will be listed separately on your bill and are described below:

- (1) Late Payment Penalty: Late payments, delinquent or past due balances may result in a one-time late fee equal to five percent (5%) of the month's past due amount.
- (2) Insufficient Funds Fee: We may assess a fee up to \$25 for each payment that is not processed due to insufficient funds or other type of bank return or payment rejection.
- (3) Disconnection for Non-Payment Transaction Fee: If (i) amounts due to Rhythm remain unpaid for ten (10) days after we send you a disconnect notice, and (ii) Rhythm orders a disconnection for non-payment, you will be charged and hereby agree to pay Rhythm a twenty-five dollars (\$25) fee (the "Disconnect for Non-Payment Transaction Fee").
- (4) A Disconnect Notice Fee of \$25 may be assessed each time we send you a disconnection notice; this fee will be assessed regardless of whether your electric service is actually disconnected.
- (5) A Payment Transaction Fee of \$5 may be assessed each time you conduct a payment transaction with the assistance of a Rhythm care agent.
- (6) A Document Process Fee of up to \$5 may be assessed for each request for additional (i) invoice copies, (ii) payment reference letters, (iii) billing summaries, or (iv) additional copies of your contract documents. To avoid this fee, you can access this information and documents in your online Rhythm account.



### **You're responsible for taxes (so let us know if you're exempt).**

You will be responsible and guarantee us for any and all Taxes. The term "Taxes" means all federal, state and local taxes, fees, governmental charges, and assessments presently or hereafter imposed on you as purchaser of electricity, on us as seller of electricity, or on electricity sales transactions, including, without limitation, gross receipts taxes, municipal administrative fees, and generation, utility, TDSP, regulatory, or electricity taxes and assessments. If you are exempt from gross receipts tax due to living in an unincorporated area, it is your responsibility to provide us with this information, so that we can update your account accordingly. All bills for electric service will include applicable federal, state, and local taxes. Tax-exempt customers must provide us with appropriate exemption certificates before assessment and collection of taxes can be waived. For additional price information, please refer to your EFL.

### **Terms and Conditions Specific to Rhythm's Solar Buyback Program:**

For customers eligible to participate in Rhythm's Solar Buyback Program, Rhythm will credit you for Surplus Generation that your solar system exports to the power grid at your contracted Solar Buyback Credit Rate ("Solar Buyback Credits"). Surplus Generation is created when your solar system generates more electricity than your home uses, which is determined by your home's meter and read by your TDU.

Even though Solar Buyback Credits have no cash value, they can be used to offset charges on your monthly electricity bill as set forth on the EFL for your plan. [At the end of each month, excess Solar Buyback Credits will be rolled forward and applied to future bills if you remain on an eligible plan.

You will not receive Solar Buyback Credits unless you (i) execute an Interconnection Agreement with your local TDSP, (ii) have a photovoltaic ("PV") load profiled meter installed by your TDSP that separately measures the in-flow and out-flow of electricity to and from your home (your TDSP may assess a charge for this meter, which would be passed through to you on your Rhythm bill), (iii) enroll in a residential electricity customer plan that is eligible to participate in Rhythm's Solar Buyback Program, and (iv) pursuant to these terms and conditions, are eligible to participate in Rhythm's Solar Buyback Program.

We reserve the right to suspend you from participating in our Solar Buyback Program if, in Rhythm's sole discretion, we determine you are a Net Exporter. A "Net Exporter" is the customer of a service location that sends more electricity to the grid than it pulls from the grid in any period of six consecutive months. For the avoidance of doubt, Net Exporters who have been suspended from participating in Rhythm's Solar Buyback Program will not be able to earn Solar Buyback Credits for Surplus Generation after the effective date of their suspension. Rhythm makes suspension determinations on a case-by-case basis. Rhythm will contact you at least thirty (30) days before suspending your ability to participate in our Solar Buyback Program. If you choose to switch electricity providers because Rhythm suspends you from participating in our Rhythm Buyback Program, we will waive any Early Termination Fees. You acknowledge and agree that we may contact and/or exchange information about your service, facilities and/or account with your TDSP and/or ERCOT.

For customers participating in Rhythm's Solar Buyback Program that choose to participate in our average billing plan, the monthly payment amount may be determined based solely on your usage and charges for electricity purchased from Rhythm, without accounting for any Solar Buyback Credits that may be applied to your bill. Solar Buyback credits will be applied on the invoice after they are earned regardless of average billing.

By receiving Solar Buyback Credits from Rhythm, you grant Rhythm all the rights, title and interest related to any renewable energy certificates and compliance premiums created at your service location. You represent that there are no other claims to the renewable energy certificates or other environmental attributes associated with the renewable energy generated by your system.

Rhythm may change the terms of its Solar Buyback Program at any time. We will provide participating customers at least 30 days' advance written notice of any material change of the Solar Buyback Program.

## Bill Paying Options

### Choose how to pay.

Rhythm offers a number of ways for you to pay your bill. For more details, please visit [www.gotrhythm.com](http://www.gotrhythm.com), call 1-888-7RHYTHM, or email [support@gotrhythm.com](mailto:support@gotrhythm.com). Some of our bill payment programs that may be available to you include:

<u>Auto Pay:</u>	Auto Pay is a convenient option in which bills will be paid automatically each billing cycle on their due date using a customer's default credit card or bank account.
<u>By Credit Card:</u>	Payment through accepted credit cards.
<u>By Telephone:</u>	Call us at 1-888-7RHYTHM to make a payment.

### Need assistance with payments? Give us a call so we can review your options.

#### Payment Assistance:

Please call us as soon as possible if you need assistance with paying your bill as you may qualify for payment assistance, a payment arrangement that allows you to pay your bill after the due date, or a deferred payment plan that allows you to spread your outstanding balance over several months.

Rhythm also has an energy assistance program that is funded in part by contributions from Rhythm customers. Please call us for additional details.

Low-income customers may be eligible for payment assistance benefits. To be eligible you must be in the supplemental nutrition assistance program ("SNAP") or on Medicaid and the name of the program participant must be the same name on your electric bill. To apply for SNAP or Medicaid contact your local Texas Department of Health and Human Services office or <https://hhs.texas.gov>.

Please call 211 for additional information. Information on additional bill payment assistance programs is available from the Texas Department of Housing and Community Affairs website under Energy Assistance at [www.tdhca.state.tx.us/ea/index.htm](http://www.tdhca.state.tx.us/ea/index.htm). Please call us if you need special assistance.

#### Deferred Payment Plan

If you are under a deferred payment plan with Rhythm, your account(s) may be placed on a "switch hold." If a "switch hold" is placed on your account(s), you will not be able to switch your electric service to another REP until you have paid Rhythm in full your outstanding balance.

### Into budgeting? Check out our Average Billing program.

Rhythm's Average Billing program is available for all customers and provides you the convenience of budgeting your household electricity expense by calculating your current monthly bill based upon a rolling 365-day historical average usage. If there is no previous billing in your name at the service address, we will take the historical usage at that service address and apply your current price to estimate your average monthly amount. Customers who establish their low-income status with Rhythm shall qualify for Rhythm's Average Billing. Customers who are not currently delinquent in payment or who meet other certain criteria will also qualify for Average Billing. Additionally, if you are delinquent in payment when you begin Average Billing, you may be required to pay up to fifty (50) percent of the delinquent amount, with the remaining delinquent amount to be paid in at least five (5) installments, or at Rhythm's option the remaining delinquent amount may be included in the calculation of Rhythm's Average Billing amount. An account reconciliation or true-up will occur at the end of every twelve (12) months that you are on Average Billing, or under the following circumstances: (1) your service is disconnected for non-payment, (2) you transfer your electric service to a new residence, (3) you cancel your service, or (4) you switch to conventional billing.

## Credit and Deposits

### **Credit checks, deposits, and setting up your service.**

You authorize Rhythm to use credit reporting agencies to document and evaluate your credit and/or payment history. However, we do not deny service based on your credit score. If you do not meet our credit standards or cannot demonstrate satisfactory credit as defined by PUCT rule 25.478

([www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.478/25.478.pdf](http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.478/25.478.pdf)), Rhythm may require a deposit from you to establish service. You also may avoid paying a deposit if (1) you submit a credit reference letter from your previous electric service provider confirming your positive payment record for 12 consecutive months during the past two years, (2) you are at least 65 years of age and you do not have a delinquent balance with your current electric service provider, (3) you are medically indigent, or (4) you have been a victim of family violence and can provide a certification letter by the Texas Council on Family Violence. Please call us for additional information about qualifying for deposit waivers.

If a deposit is required, Rhythm's deposit amount will not exceed the greater of either the sum of your estimated billings for the next two months or one fifth of your estimated annual billing. If we hold your deposit longer than thirty (30) days, your deposit will accrue interest from the day we receive it at the interest rate established yearly by the PUCT.

We may require an additional deposit from an existing customer if a disconnection notice has been issued or your account has been disconnected in the previous twelve (12) months, and if your average actual billings over the previous (12) months are at least twice the amount of the original average of your estimated annual billings. Your service may be disconnected if a deposit is not paid within ten (10) calendar days after the date of the request for deposit. We will apply any cash deposit held on your behalf plus any accrued outstanding balance on your final bill (with any excess amount refunded to you), or to your current balance(s) when you have paid bills for service for (12) consecutive months without having any late payments.

## Interruptions in Service

### **Force Majeure Events (like Acts of God) can cause service interruptions.**

We will endeavor in a commercially reasonable manner to provide service, but we do not guarantee a continuous supply of electrical energy. Events that are out of our control ("force majeure" events) may result in interruptions in service. We will not be liable for any such interruptions. We do not generate your electricity nor do we transmit or deliver electricity to you. Therefore, you agree that we are not liable for damages caused by events of force majeure, including acts of God, acts of any governmental authority, including the PUCT, accidents, strikes, labor trouble, required maintenance work, inability to access the TDSP system, non-performance of the TDSP, changes in laws, rules, regulations, practices or procedures of any governmental authority or ERCOT, or any other cause beyond our control.

### **Special circumstances: Disconnection without notice.**

Rhythm may order disconnection of service immediately for the following reasons: (1) a known, dangerous condition exists, if possible notice will be posted at a place of common entry or on the door of the residential unit as soon as practicable after service is disconnected); (2) service was connected by a person without authority and without a Contract; (3) service is reconnected without authority after being disconnected for failure to pay; (4) there is evidence of tampering with equipment of the TDSP, municipally owned utility or electric cooperative; or (5) there is evidence of theft of service. If service was disconnected due to a dangerous situation, you must correct the situation and notify Rhythm before service will be reconnected.



**Disconnection for non-payment.**

Rhythm may order disconnection of service for non-payment if amounts due remain unpaid ten (10) days after a disconnect notice has been sent to you. Fraud and non-payment shall be considered breaches of this Contract. Disconnection of service will not excuse you from paying any outstanding amounts owed to Rhythm. Rhythm reserves the right (i) assess a Disconnection for Non-Payment Transaction Fee (as defined herein), and (ii) to assess a deposit in the event Rhythm issues a disconnect order to your TDSP for non-payment. If service is not reconnected within five (5) days of disconnection for non-payment, Rhythm reserves the right to cancel this Contract and require a new deposit, payment for all outstanding charges and move-in fee for service initiation.

## Understanding Your Rights

**We believe in service without discrimination.**

Rhythm will not deny service or require a prepayment or deposit for service based on your race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

Rhythm will not use a credit score, credit history, or utility payment data as the basis for determining the price for electric service for a product with a contract term of 12 months or less.

Rhythm may refuse to provide electric service for one or more of the reasons specified in Section 25.477 of the PUCT's rules ([www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.477/25.477.pdf](http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.477/25.477.pdf)).

**PUCT Rules: Know your rights as a retail electric customer.**

As a REP, Rhythm is subject to certain rules of the Public Utility Commission of Texas ("PUCT"). You may visit [www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx](http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx) to view a complete list of the PUCT's rules.

**Getting designated as a Critical Care or Chronic Condition Customer.**

If you have a person permanently residing in your premise who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life, you may apply for designation as a Critical Care Residential Customer. If you have a person permanently residing in your premise who has been diagnosed by a physician as having a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the condition, you may apply for designation as a Chronic Condition Residential Customer. To be considered for such designation, the PUCT-approved form must be submitted by facsimile or other electronic means to the TDSP by a physician. The TDSP will notify you of the final status of your designation as a Critical Care or Chronic Condition Residential Customer, and will notify you when such designation will expire and whether you will receive a renewal notice. The TDSP will also notify us about your status. Designation as a Critical Care or Chronic Condition Residential Customer does not relieve you of your obligation to pay for electric service that you receive from us.

**Our agreement is governed by the laws of the State of Texas.**

This Contract is governed by the laws of the State of Texas. The Texas Uniform Commercial Code applies to the Terms of Service, and electricity is deemed a "good". The Uniform Commercial Code can be viewed at the following website: <https://statutes.capitol.texas.gov/?link=BC>.

**We use information you provide and details about your account to help us serve you better.**

By entering into this Contract, you agree that your TDSP may release to us certain information that we need to provide you with service, including, but not limited to, your address, phone number, account numbers, and historical usage information. By providing telephone numbers, including wireless and work numbers to Rhythm, you are expressly consenting to being contacted at those numbers by Rhythm or a party acting on behalf of Rhythm for any purpose related to your account, including debt-collection, payment reminders, and other account or service alerts by a live person, prerecorded or artificial voice, and/or automated phone calls and text messages. If you utilized the services of a broker, aggregator or agent in establishing your account or other services, you agree that Rhythm may, but is not required to, share account information with such individual or entity.

**Rhythm can assign its rights under this agreement.**

You may not assign your Contract with us, in whole or in part, or any of your rights or obligations under the Contract without our prior written consent. Rhythm, in its sole discretion, may assign, sell, pledge, or otherwise transfer your Contract, without your consent, including (1) in connection with any financing agreement or receivables purchase program, and (2) to another energy supplier, energy services company or other entity.

**There are limitations to the liability under this agreement.**

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES. LOST PROFITS OR PENALTIES OF ANY NATURE ARE HEREBY WAIVED; THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE, INCLUDING THE NEGLIGENCE OF RHYTHM. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

**Rhythm has the right to enforce the terms of this agreement.**

Any failure on the part of Rhythm to enforce any of the terms of this Contract or to exercise any right under these terms and conditions shall not be considered a waiver of Rhythm's right to enforce each and every such term or exercise such right or any other right under these terms and conditions.

**Some obligations in this agreement live on after this agreement terminates.**

Obligations regarding payment of Taxes, limitations of liability, and waivers will survive the termination of the Contract indefinitely.

**Titles and headings are provided for convenience and readability.**

The titles and headings throughout this Contract are for convenience only and shall not affect the construction of any provision of this Contract.

**This agreement includes all of the terms of your agreement with Rhythm.**

This Contract contains all terms, conditions, and agreements in any way related to, or arising out of, the sale and purchase of electricity. This Contract supersedes all prior agreements, whether written or oral.

**Rhythm can assign its rights under this agreement.**

You may not assign your Contract with us, in whole or in part, or any of your rights or obligations under the Contract without our prior written consent. Rhythm, in its sole discretion, may assign, sell, pledge, or otherwise transfer your Contract, without your consent, including (1) in connection with any financing agreement or receivables purchase program, and (2) to another energy supplier, energy services company or other entity.