

Shipley Energy Rewards Program Terms and Conditions

These are the terms and conditions ("Terms") for the Shipley Energy Rewards Program ("Program"). These Terms are between you and Shipley Energy ("Shipley" or "us") and govern our respective rights and obligations. These Terms incorporate by reference our Terms of Use and Privacy Policy, as well as all other applicable terms, conditions, limitations, and requirements as agreed to when signing up for products or services. The Terms constitute the entire agreement between you and us related to the Program. By enrolling in, and by continuing to use, the Program, you accept these Terms. We may make changes to these Terms or terminate the Program at any time. If we make material changes to the Terms or terminate the Program, we may notify you by email and/or post the subject changes.

1. Enrollment:

- a. To enroll in the Program, you must create a Shipley Energy online account login. To create a login, visit www.shipleyenergy.com/login.

2. Eligibility:

- a. **Age:** Program membership is open to individual U.S. residents, 18 years or older.
- b. **Email:** You must provide and maintain a valid email address to receive information about the Program, including any updates about Program changes, and to use the Program. You must promptly update your account with any changes to your email address. You acknowledge that Shipley Energy will communicate with you about Program changes, rewards, and promotional materials.
- c. **Online Account:** You must create a Shipley Energy account login online in order to earn and redeem rewards.
- d. **Redemption Opportunities:** Reward certificates may be used for discounts or services from Shipley, or at the locations provided by their respective issuers.
- e. **Receiving Points:** You may receive points on residential services you purchase for your personal use. You may also receive points on residential services you purchase for properties that you own other than your primary residence. Currently, you will not receive points for commercial services. You will start earning points after you create an online account. Points expire 12 months after issued if they are not used. Different services qualify for different point amounts. Some services may not qualify for points. Points may be offered for reasons other than purchasing services. Bonus or extra points may be offered on a promotional basis. These promotions will be subject to additional terms and restrictions and will change from time to time. Purchases made prior to June 1, 2019, do not qualify. Commercial services do not qualify. Depending on promotions, certain services may or may not qualify for points at any given time. Points will post to a member's account within 30 days of the date of service, delivery, or shipment. If you receive a refund or adjustment for a purchase for which you received points, we will deduct the corresponding number of points

from your account. Shipley Energy may choose to bestow points upon your account or others based on certain purchase behaviors or other criteria (dates and benefits may vary for people who are invited to join).

- f. **How to Keep Your Account Active:** To remain eligible for the Program, you must be an active customer with Shipley Energy and your account cannot be past due. If your account becomes past due at any time, you agree that you will not be able to redeem points until your account balance is paid and is no longer past due. Points expire 12 months after issued if they are not used. If your account is inactive for a period of 12 consecutive months, points may expire, and you may forfeit the right to remaining points. If your account is inactive for 24 months, we may terminate it. You may return your account to active status at any point during the 24-month period by simply becoming an active customer again.
- g. **Commercial Customers:** Currently, commercial customers are excluded from the program and from receiving points. If we mistakenly issue points to a commercial customer, we reserve the right to deduct those improperly awarded points and/or to invalidate improperly issued rewards.

3. Rewards:

- a. Based on the number of points you receive, you will be eligible to choose from a selection of reward options. Rewards for retailers other than Shipley Energy are subject to the terms and conditions of those retailers. You may also redeem points for Shipley Energy products and services, where the value of the redeemed points will be added as a credit to your Shipley account balance. Some exclusions may apply. Reward certificates are not transferable and may be used only by the member to whom they are issued. Reward certificates may be used in conjunction with most other discounts or offers toward the purchase of products, not to exceed the purchase amount. Reward certificates have no cash value and no change will be given for reward certificate redemption. Reward certificates may be used only once. Rewards may be subject to their own individual terms and conditions. Shipley Energy and their partners will not be responsible for lost or stolen rewards.
- b. **Exclusions:** This Program does not include Shipley Energy affiliates or other brands associated with Shipley Energy. Other exclusions may apply.

4. Privacy Policy:

- a. To review the privacy policy, go to <https://www.shipleyenergy.com/privacy-policy>.

5. Terms of Use:

- a. To review the terms of use, go to <https://www.shipleyenergy.com/terms-of-use>

6. Limitations:

- a. You may not transfer or assign your Program membership or any Program benefits. Only one Program membership will receive points in any one transaction. Points and reward certificates have no cash value and may not be transferred except as specified by their individual retailer. Additional restrictions may apply to Shipley Energy employees.

7. Membership Cancellation:

- a. You may cancel your membership in the Program at any time by email or phone. If your membership is canceled (either by you or by Shipley), you will forfeit any remaining points. We may not issue you any rewards if we terminate your account because of conduct that we determine, in our discretion, violates these Terms or any applicable law, involves fraud or misuse of Program membership, or is harmful to our interests or another customer. We also reserve the right to deny future membership if we deem your conduct to violate these Terms. Our failure to insist upon or enforce your strict compliance with these Terms will not constitute a waiver of any of our rights.

8. Member Communications:

- a. You may view and manage your Program activity online by logging into your account at <https://www.shipleyenergy.com/account>. For information about your Program membership, contact Shipley Energy by phone at 1-800-839-1849 with your account number or email address. Or, you can contact us by mail at:
Shipley Energy
Customer Care Manager
415 Norway St.
York, PA 17403

9. General Program Information:

- a. The Shipley Energy Rewards Program is brought to you by Shipley Energy ("Shipley"). Shipley, the Shipley Energy logo and design, as well as Shipley Energy Rewards, are property of Shipley Energy. Other names, logos or Program Terms are void where prohibited to the extent prohibited by law. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CONTINUED MEMBERSHIP AFTER WE CHANGE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR MEMBERSHIP.

10. Program Cancellation:

- a. All Program rewards, services, and offers are subject to availability. Shipley Energy may amend, modify, supplement, or terminate the Program at any time. If the program is terminated, all unredeemed rewards points or benefits will be forfeited immediately upon termination without any further obligation or liability on behalf of Shipley Energy.

11. Limitation of Liability:

- a. IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS IN SHIPLEY ENERGY AGREEMENTS, AND AS A CONDITION OF YOUR PARTICIPATION IN THE PROGRAM, IN NO EVENT WILL WE OR OUR PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THE PROGRAM. OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT

(INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT YOU SPENT ON QUALIFYING PURCHASES IN THE MOST RECENT TWELVE-MONTH PERIOD. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR MEMBERSHIP. CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

12. Dispute Resolution:

- a. In consideration for participating in the Program, you agree that if you have a dispute with Shipley Energy about the Program, you will try to resolve the dispute through negotiation with Shipley. If agreement cannot be reached through negotiation, you agree to seek resolution on an individual basis only through binding arbitration in the Commonwealth of Pennsylvania. If for any reason a claim proceeds outside of binding arbitration, the laws of the Commonwealth of Pennsylvania will govern.