



CUSTOMER SERVICES AGREEMENT – U.S.

The terms and conditions of this customer services Agreement (“Agreement”) create a legally binding Agreement between you (the “Customer”) and Metergy Solutions LLC (“Metergy”), governing the Customer’s use of the Services (as defined below). In the event of a conflict between the Agreement and any applicable laws, such applicable laws shall prevail. Please read the following carefully as well as (i) any lease riders and/or disclosure documents and (ii) Metergy’s Conditions of Service, a copy of which is available at www.metergysolutions.com/conditions-of-service or can be obtained from a Metergy representative. In consideration of Metergy providing the Services (as defined below) to the Customer, the Customer acknowledges and agrees to the below terms and conditions.

Please visit www.metergysolutions.com/privacy-policy for more information about how we process your personal information and your data privacy rights.

1. In consideration of Metergy providing the Services to the Customer, the Customer acknowledges and agrees to the terms and conditions of this Agreement. This Agreement includes these terms and conditions and Metergy’s Conditions of Service located at www.metergysolutions.com/conditions-of-service, as may be amended from time to time.
2. The Customer is the purchaser/owner, occupant and/or tenant of the residential or commercial unit (the “Unit”), and/or electrical vehicle parking unit (the “Parking Unit” and, together with the Unit, the “Service Unit”), as applicable, located in the building at the above-noted Service Address (the “Premises”).
3. The Customer acknowledges that Metergy will provide the following services (the “Services”) to the Service Unit:
 - a) Metergy shall measure, read, record and/or allocate electricity, gas, water and/or thermal energy, as applicable, (the “Commodity”) use for the Service Unit, as applicable;
 - b) If Metergy owns any submetering system located at the Premises, Metergy shall ensure such submetering system is operating properly;
 - c) Metergy shall, monthly, prepare invoices showing the amount of the Commodity consumed at or allocated to the Service Unit, as applicable, and the amount payable by the Customer for the Commodity consumed or allocated and the Services. In the event that consumption is measured by a submetering system and meter readings are not scheduled or available, Metergy reserves the right to issue invoices based on estimates;
 - d) Metergy shall issue monthly invoices by email, mail or make monthly invoices available over the internet in accordance with Metergy’s Conditions of Service. Unless otherwise specified by the Customer, Metergy shall email the monthly invoices to the Customer at the email address provided by the Customer; and
 - e) Metergy shall provide customer service in respect of general inquiries and records retrieval. Specific services may be provided on a fee-for-service basis in accordance with Metergy’s Conditions of Service and applicable laws.
4. The Customer consents to the provision of the Services and agrees to pay the administration fee and other charges and fees (collectively, the “Service Fees”) for the Services provided by Metergy under this Agreement as set forth in the invoices delivered by Metergy and in accordance with Metergy’s Conditions of Service and applicable laws. For a detailed list of rates and charges visit <https://mymetergyportal.com/> or contact a Metergy representative.
5. The Customer acknowledges that the developer, the owner, the cooperative corporation, the condominium corporation and/or the authorized agent, as applicable, of the Premises in which the Service Unit is located has contracted with Metergy for the provision of the Services, including meter reading, billing and/or collection services. The Customer further acknowledges and consents to the developer, the owner, the cooperative corporation, the condominium corporation and/or the authorized agent, as applicable, sharing with Metergy information to establish an account for the Customer including, but not limited to, Customer’s contact information (which shall consist of name, Unit number, address, email address and telephone number) and the occupancy and/or tenancy date.
6. The Customer agrees to pay the Service Fees and all costs and expenses relating to the supply of the Commodity, to the Service Unit as of the effective date (which is the earlier of the interim occupancy date, closing date, occupancy date or conversion date, as applicable in respect of the Service Unit and/or the date when Metergy has installed any submetering system, in respect of the Service Unit). In the event that the Customer does not have an account with Metergy, the Customer agrees to contact Metergy by telephone at 1-888-422-9319 or complete an online form at <https://mymetergyportal.com/> to set-up an account on or before the effective date.
7. In the event the Customer is the purchaser/owner of the Service Unit and such Service Unit is rented out by the Customer, the purchaser/owner of the Service Unit will remain the Customer of record and be responsible for any amounts owing to Metergy relating to such Service Unit regardless of whether the costs and expenses relating to the supply of the Commodity are not included in the rent and/or are made the responsibility of the tenant per the terms of the Customer’s lease with such tenant.
8. The Customer acknowledges that Metergy is not the owner of, nor is it responsible for the operation or condition of the electrical, gas, water and mechanical infrastructure at the Premises (other than any submetering system, if owned by Metergy) including, but not limited to, all wires, switches, valves, piping, regulators, outlets, electrical panels or fixtures; furthermore, Metergy is not in any way in control of or responsible for the supply of the Commodity to the property on which the Premises is situated.
9. The Customer shall not change or modify, or permit any other person to change or modify, any of the downstream piping or appliances from the submetering system, if any, unless it has provided Metergy with at least sixty (60) days’ prior written notice of such change or modification, including any applicable drawings, and should the Customer become aware of any such change or modification by any person, other than Metergy, the Customer shall notify Metergy forthwith of such change or modification, and Metergy shall have the right to require reasonable modifications to accommodate the submetering system and/or ensure the safe and continued operation of the submetering system. In the event that Metergy determines that such change or modification affects the operation of its submetering system, if any, results in a requirement to reinstall or replace any part of the submetering system, if any, or otherwise impacts Metergy’s ability to provide the Services, the Customer shall be responsible for all costs and expenses, on a time and materials basis, incurred by Metergy for any resulting work.
10. If Metergy owns the submetering system, if any, Metergy shall be responsible for the maintenance and repair of such submetering system and will accommodate Customer meter test requests in accordance with applicable laws. If in response to a request by the Customer for an inspection of the submetering system in respect of the Service Unit, Metergy determines, acting reasonably, that the submetering system did not require any maintenance or repair, the Customer may be responsible for the cost of such inspection performed by Metergy, in accordance with Metergy’s Conditions of Service and applicable laws. The Customer will not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage Metergy’s submetering system and agrees to indemnify Metergy in respect of any losses, costs, expenses or damages caused thereby.
11. The Customer agrees to provide Metergy, its agents, contractors and employees and any other persons authorized by Metergy with access to any submetering system, and Service Unit at all reasonable times and with reasonable notice for purposes of inspection, maintenance, repair or removal of the submetering system and the provision of the Services in accordance with Metergy’s Conditions of Service.
12. The Customer agrees that the charges for the Commodity supplied to the Service Unit will comprise of: (i) in the event that consumption is measured by the submetering system, Commodity consumption charges, as applicable, based on measurements by the submetering system for the Service Unit, or in the event that Commodity charges are allocated to the Service Unit, the Customer agrees that such charges will be allocated to the Service Unit based on square footage, occupancy, occupancy factor, number of bathrooms or plumbing fixtures or as otherwise determined by the developer, cooperative corporation, condominium corporation and/or the owner, as applicable, of the Premises in which the Service Unit is located (which, all or a portion of such consumption or allocation charges, are being collected by Metergy on behalf of the developer, cooperative corporation, condominium corporation and/or the owner, as applicable, of the Premises in which the Service Unit is located), (ii) the Service Fees and (iii) other charges which may be payable from time to time in accordance with Metergy’s Conditions of Service, including, but not limited to, a pass-through of all or a portion of a rental charge for equipment such as heat pumps and EV chargers, the amount of which will be established by the owner, property manager, cooperative corporation or condominium corporation of the building, as applicable, subject to any applicable laws limiting the amount or Metergy’s ability to do so. The Customer acknowledges and agrees that these charges are based on rates which may change at any time and from time to time in accordance with applicable laws. For a detailed list of current rates and charges visit <https://mymetergyportal.com/> or contact a Metergy representative.
13. The Customer agrees to pay on or before the due date the amounts owing under this Agreement in the manner specified on each invoice and in accordance with Metergy’s Conditions of Service. Subject to applicable laws, interest may be charged on any overdue amount at the rate specified on each invoice and in accordance with Metergy’s Conditions of Service. The Customer will be responsible for any collection costs. All dollar amounts referred to in this Agreement are in lawful money of the United States and are exclusive of applicable taxes (which shall be paid by the Customer). Metergy shall have the right to report payment history about the Customer’s account to credit reporting agencies to manage collections and business risks.
14. If the Customer fails to pay electricity or electricity-related charges due to Metergy under this Agreement, then Metergy, after lawful demand and notice to the Customer and, subject to applicable laws, shall be entitled, in addition to any other remedies available to it at common law or pursuant to any statute, to take any action(s) based on such non-payment, including,

- but not limited to disconnect, terminate or limit the delivery of electricity, to the Service Unit until such time as such electricity or electricity-related charges are paid in full.
15. The Customer agrees to be subject to the security deposit policy of Metergy, the terms of which can be found by asking any Metergy representative or reviewing Metergy's Conditions of Service, and that a security deposit may be included in invoice(s) issued to the Customer, in accordance with applicable laws, if the Customer does not satisfy the conditions for waiver of a security deposit pursuant to Metergy's Conditions of Service. Metergy may, at its own discretion, waive the requirement for a security deposit.
 16. Metergy shall not be in default of the performance of any of its obligations or covenants contained in this Agreement during any period when Metergy is prevented from such performance by reason of a strike, lock-out, labor disruption, unavailability of materials, by operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, epidemic, pandemic, any public health orders or guidelines issued in response to an epidemic or pandemic, act of God, act of terrorism or any other condition which is beyond the control of Metergy and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For greater certainty, financial inability shall not constitute a force majeure event.
 17. The Customer acknowledges that Metergy may issue a single invoice for the provision of the Services. In the event the Customer makes a partial payment of any such single invoice, Metergy shall, in accordance with applicable laws, apply such partial payment towards amounts owing in respect of electricity submetering services first, and then, subject to applicable laws and notwithstanding any instructions provided in respect of the priority of application of such partial payment, Metergy has the sole discretion to apply the balance, if any, of such partial payment towards amounts owing in respect of any water, gas or thermal energy submetering services.
 18. Metergy shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise, whether or not such damages were foreseeable, and even if the Customer has been advised of the possibility of such damages. Notwithstanding anything else in this Agreement to the contrary, in no event shall the aggregate liability of Metergy arising out of or related to this Agreement, whether in contract, tort, or otherwise, exceed the aggregate amount of Service Fees paid to Metergy during the twelve (12) month period prior to the date of any claim by the Customer for damages. This limitation of liability will apply to the fullest extent permitted by law and will survive the termination of this Agreement.
 19. In the event of a billing dispute or a disagreement involving Metergy's Services hereunder, the parties will use their best efforts to resolve the dispute. Except in New York State or where prohibited by applicable laws, any controversy or claim arising out of or relating to this contract, the Services thereunder or the breach thereof, including disputes arising from or concerning its interpretation, violation, invalidity, non-performance, or termination, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be New York, New York. The arbitration shall be governed by the laws of the State of New York. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute.
 20. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THIS AGREEMENT OR SERVICES PROVIDED THEREUNDER. BOTH PARTIES FURTHER AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR SERVICES PROVIDED THEREUNDER.
 21. This Agreement is governed by and shall be construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of law, and regardless of the Customer's location. The Customer agrees to the exclusive jurisdiction of the federal and state courts located in New York, New York, and waives any jurisdictional, venue or inconvenient forum objections to such courts.
 22. No director, trustee, officer, shareholder, employee, agent or other contractor of Metergy shall be liable at law to the Customer, an occupier of the Service Unit or a visitor to the Premises or Service Unit for any claim for damages or other legal remedy which is based in any way on the consequences flowing from electricity disconnection due to the Customer's failure to pay invoices or otherwise.
 23. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, said provision shall be severed and the remainder of this Agreement shall continue to remain in full force and effect subject to such modifications as may be necessary to carry out the provisions and intent hereof.
 24. Everything contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of each party hereto. Metergy may assign any of its rights and obligations under this Agreement and upon such assignment, Metergy is released from any further obligations to the Customer under this Agreement. The provisions hereof shall be read with all grammatical and gender changes necessary and any singular reference to the Customer shall be deemed to include all Customers to this Agreement. All obligations of the Customers under this Agreement shall be deemed joint and several obligations and provisions of this Agreement relating to payment for the Services shall be binding on the Customer after the date the Customer vacates the Service Unit or terminates this Agreement and shall remain binding until such time as all payments required to be made under this Agreement have been paid.
 25. Any notice required or permitted under this Agreement may be given by Metergy to the Customer by ordinary mail sent to the Premises (or the mailing address, in the event a mailing address is provided by the Customer), in which case the notice shall be deemed to have been received in accordance with applicable laws, if any. The Customer shall give any notices to Metergy by email to customerservice@metergysolutions.com or ordinary mail (in which case the notice shall be deemed to have been received in accordance with applicable laws, if any) to **Metergy Solutions LLC, PO Box 1867, Long Island City, NY 11101, Attention: Customer Care.**
 26. The Customer consents to Metergy's collection, use, disclosure, retention, handling or other processing of the Customer's personal information in accordance with Metergy's Privacy Policy which is available at www.metergysolutions.com/privacy-policy or can be obtained from any Metergy representative, and as otherwise permitted by applicable law. The Customer may contact Metergy's Privacy Officer to discuss any questions or concerns related to Metergy's Privacy Policy or how the Customer's personal information is being handled by contacting Metergy's Privacy Officer by: email at privacy@metergysolutions.com, telephone at 1-888-422-9319, or mail at: **Metergy Solutions LLC 30-30 47th Ave, Suite 540, Long Island City, NY 11101, Attention: Privacy Officer.**
 27. Consistent with the terms of Metergy's Privacy Policy, Metergy may disclose information about the Customer, the Service Unit and Metergy's dealings with the Customer, including consumption, allocation and payment information, to each of the landlord, property manager, developer, cooperative corporation, condominium corporation and/or owner of the Premises (each an "Information Recipient"). The Customer hereby consents to Metergy disclosing information about the Customer, the Service Unit and Metergy's dealings with the Customer, including consumption, allocation and payment information, to any Information Recipient. Metergy is not responsible or liable for the use, disclosure, retention or handling of the disclosed information by any Information Recipient. If and to the extent the disclosed information includes personal information of the Customer or any other person, then the collection, use, disclosure, retention, handling or other processing of the disclosed information will be governed by the relevant Information Recipient's privacy policy (not Metergy's Privacy Policy).
 28. The Customer shall provide written notice to Metergy, in accordance with the notice requirements set out in paragraph "25", of their intent to sell, rent, vacate and/or assign the Service Unit and of their forwarding address. This notice must be provided to Metergy at least thirty (30) days prior to the Customer vacating the Service Unit and must also specify the date upon which the Customer intends to vacate. Upon the Customer vacating the Service Unit, Metergy will complete a final reading for billing purposes. The Customer will be mailed a final invoice within fifteen (15) days of the final reading and any deposit held by Metergy to the credit of the Customer, subject to applicable laws, shall be applied towards payment of the invoice and any amount thereafter owing shall be paid forthwith by the Customer. Where there is a balance left to the credit of the Customer after payment of the invoice, the balance of the deposit shall be forwarded by Metergy to the Customer. Where the Customer fails to comply with this clause, the Customer's obligation to pay Metergy for the Services shall continue until Metergy has completed a final reading and the final invoice is paid. If a final meter reading is not obtained, the final invoice shall be based on an estimate of the Commodities consumed by the Customer since the last meter reading.
 29. The Services provided under this Agreement may be terminated by Metergy by giving the Customer notice thereof, in which case Metergy may conduct a final reading on the termination date and render a final invoice in respect of the Services hereunder. Where such a final invoice is rendered, the provisions of paragraph "28" apply, with necessary modifications, to payment of the final invoice and the application of any deposit thereto.
 30. This Agreement may be terminated by the Customer only in accordance with paragraph "28" of this Agreement.
 31. Consistent with the terms of Metergy's [Privacy Policy](#), the Customer hereby consents to recurring account-related phone calls, text messages (SMS), emails and/or mail from Metergy, its affiliates, and their authorized service providers. For SMS campaigns: message and data rates may apply, reply STOP to opt-out, reply HELP for HELP.
 32. Consistent with the terms of Metergy's Privacy Policy, from time to time, Metergy may provide you with information about other services or products that may be of interest to the Customer and may also periodically provide the Customer with information concerning Commodities cost savings and conservation measures to assist in reducing consumption and related costs. The Customer hereby consents to receiving phone calls, text messages (SMS), emails and/or mail from Metergy, its affiliates or authorized service providers in respect of other services, products or information that may be of interest to the Customer. The Customer may, by giving Metergy sixty (60) days prior written notice, withdraw such consent as detailed in Metergy's Privacy Policy, available at www.metergysolutions.com/privacy-policy.
 33. Subject to applicable laws, this Agreement, including Metergy's Conditions of Service, and any additional notifications required by law, constitutes the entire agreement between the parties, and the Customer acknowledges that there are no oral or written agreements, representations or undertakings whatsoever, and no subsequent or concurrent alteration or waiver whatsoever of the terms of this Agreement shall be valid unless it be in writing and signed by the parties or their authorized representatives; provided, however, the Customer acknowledges and agrees that (i) Metergy may at any time, and from time to time, amend, replace or otherwise change its Conditions of Service without notice to the Customer except as may be required by applicable law; and (ii) Metergy reserves the right at any time to modify and change this Agreement without notice to the Customer by posting updated terms and conditions on its website and such amendments are effective as of the date of posting. The Customer's continued use of the Services will be deemed acceptance of the updated terms and conditions.

Last updated: July 3, 2024