

RESIDENT TERMS OF SERVICE

UNITED STATES

Last Updated: November 1, 2026

You can download a PDF of the entire Resident Terms of Service United States by [clicking here](#) or here: www.metergysolutions.com/resident-terms-of-service-us

These Resident Terms of Service (the “**Terms**”) are a legal contract between Metergy Solutions LLC (collectively with its affiliates, “**Metergy**,” “**Company**,” “**we**,” or “**us**”) and “**you**” (“**your**,” or “**Customer**”). These Terms explain how you are permitted to use the services provided by and through Metergy's digital properties, including the website located at www.metergysolutions.com/ and the online customer portal located at mymetergyportal.com (collectively, the “**Portal**”). These Terms also govern your use of all the text, data, information, software, analytics, graphics, consumption data, billing records, and other proprietary content (all of which we refer to as “**Materials**”) that we and/or our affiliates may make available to you, as well as any services we may provide through the Portal, including Metergy's energy measurement, reading, recording, allocation, billing, collections, and customer service offerings. Collectively, the Portal, the Materials, and the services provided by the Company are referred to herein as the “**Service**.”

Metergy is a submetering and billing services provider. Metergy does not generate, produce, transmit, distribute, or supply any electricity, gas, water, thermal energy, or other utility commodity (each, a “**Commodity**” and collectively, “**Commodities**”) to the Customer or to any premises. Nothing in these Terms shall be construed to create a relationship between Metergy and the Customer as a utility provider, commodity supplier, or energy retailer. Metergy's role is strictly limited to the measurement, reading, recording, allocation, and billing of Commodity consumption, and the provision of related customer service, as further described in these Terms.

IMPORTANT – PLEASE READ CAREFULLY. BY AGREEING TO THESE TERMS, OR BY ACCESSING, REGISTERING IN, OPENING OR LINKING AN ACCOUNT, PROVIDING INFORMATION THROUGH, OR GENERALLY USING THE SERVICE, YOU INDICATE THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. YOUR ACCOUNT MAY BE ESTABLISHED BY INFORMATION PROVIDED BY YOUR LANDLORD OR PROPERTY MANAGER. REGARDLESS OF WHETHER YOU REGISTER FOR THE PORTAL, YOUR USE OF THE SERVICE OR CONSUMPTION OF COMMODITIES CONSTITUTES YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THESE TERMS.

IF YOU ACCESS THE PORTAL, YOU MAY ALSO BE REQUIRED TO ACTIVELY ACKNOWLEDGE YOUR ACCEPTANCE OF THESE TERMS (e.g., BY CLICKING “I AGREE”). IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SERVICE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN OR PROVIDE US WITH ANY INFORMATION ABOUT YOU.

*These Terms contain a **dispute resolution** and **arbitration provision** (see Section 13), including a **class action waiver** that affects your rights. These provisions apply solely to the extent applicable in your jurisdiction. In the event of a conflict between these Terms and any applicable laws, such applicable laws shall prevail.*

Please read the following carefully along with (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-us or can be obtained from a Metergy representative. These Terms together with Metergy's [Conditions of Service](#), as may be amended from time to time, together constitute the “**Agreement**”.

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1. PRIVACY.

Please review our Privacy Policy available at www.metergysolutions.com/privacy-policy-us (the “**Privacy Policy**”), which explains how we use information that you submit to the Company. The [Privacy Policy](#) is hereby incorporated by reference into these Terms. The Customer consents to Metergy's collection, use, disclosure, retention, handling, or other processing of the Customer's personal information in accordance with the [Privacy Policy](#) and as otherwise permitted by applicable laws.

The Customer may contact Metergy's Privacy Officer to discuss any questions or concerns related to the [Privacy Policy](#) or how the Customer's personal information is being handled by contacting Metergy's Privacy Officer by email at privacy@metergysolutions.com, by telephone at 1-888-422-9319, or by mail at: Metergy Solutions LLC, 30-30 47th Avenue, Suite 540, Long Island City, NY 11101, Attention: Privacy Officer.

2. MODIFICATIONS AND ADDITIONAL TERMS.

(a) Changes to these Terms. Company may change, update, add, or remove provisions of these Terms at any time by posting the updated Terms on the Portal or the Company's website. We will request your express consent to the updated Terms when and where we are legally required to do so. If you access the Service through the Portal, any updated Terms will be presented to you for your review and affirmative acceptance (e.g., by clicking “I have read and agree to the updated Resident Terms of Service”) the next time you log into the Portal. The updated Terms will become effective and binding upon you upon such affirmative acceptance. Until you accept the updated Terms, the version of these Terms that you last affirmatively accepted shall continue to govern your use of the Service. If you do not accept the updated Terms, your continued access to and use of the Service will be governed by the last-accepted version; provided, however, that Company reserves the right to suspend or terminate your access to the Portal if you do not accept the updated Terms within ninety (90) days of their posting. For Customers who do not access the Portal, the updated Terms will become effective thirty (30) days after Metergy provides notice of the changes by email or mail, unless you notify Metergy in writing within such thirty (30) day period that you do not agree to the updated Terms.

(b) Changes to the Service. Company may make changes to the Service at any time, without notice to you. If you object to any changes to the Service, your sole recourse will be to cease using the Service. Continued use of the Service following posting of any such changes will indicate your acknowledgment of such changes and satisfaction with the Service as modified. We also reserve the right to discontinue or suspend the Service, or any

component, features, or functionalities thereof, at our discretion, and at any time without notice to you. We will not be liable to you or any third party should we exercise our right to modify, suspend, or discontinue the Service.

(c) Conditions of Service. Metergy's Conditions of Service, available at www.metergysolutions.com/conditions-of-service-us, form part of these Terms and are incorporated herein by reference. The Customer acknowledges and agrees that Metergy may at any time, and from time to time, amend, replace, or otherwise change its Conditions of Service, by posting the updated Conditions of Service on the Company's website. For Customers who access the Service through the Portal, the updated Conditions of Service will be presented for your review and affirmative acceptance the next time you log into the Portal, and will become effective and binding upon you upon such acceptance. Until you accept the updated Conditions of Service, the version you last affirmatively accepted shall continue to govern. For Customers who do not access the Portal, the updated Conditions of Service will become effective thirty (30) days after Metergy provides notice of the changes by email or mail, unless you notify Metergy in writing within such thirty (30) day period that you do not agree to the updated Conditions of Service. Notwithstanding the foregoing, updates to Schedule A (Standard Service Charges) of the Conditions of Service shall take effect upon notice to the Customer in accordance with applicable laws, without requiring the Customer's affirmative acceptance through the Portal or the expiry of the thirty (30) day notice period described above. In the event of any conflict between these Terms and the Conditions of Service, the Conditions of Service shall prevail unless expressly stated otherwise in these Terms.

3. CONTRACTUAL RELATIONSHIP.

By using the Service, you represent that you are at least eighteen (18) years of age, or that you are the age of majority in your jurisdiction, and lawfully able to enter into contracts. If you are under 18 years of age or not legally able to enter into contracts in your place of residence, you cannot enter into this contract and must stop using the Service.

If you are entering into these Terms on behalf of a business entity or organization, you represent and warrant that you have the legal authority and capacity to bind such business entity or organization. If you are not authorized nor deemed by law to have such authority, you assume sole personal liability for the obligations set out in these Terms.

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 applicable service address (the “**Building**”). Your access to and use of the Service is subject to your continued compliance with these Terms and all applicable laws.

4. THE SERVICE AND LICENSE TO USE IT.

The Service includes Metergy's digital properties through which you may access information regarding your Commodity consumption, billing records, account information, and related

functionalities. These Terms apply to all users of the Service, including visitors, guests, and registered users.

The Customer acknowledges that Metergy will provide the following services through the Service:

- (a) Metergy shall measure, read, record, and/or allocate the Commodity or Commodities (*i.e.* electricity, gas, water, and/or thermal energy use) for the Service Unit, as applicable;
- (b) If Metergy owns any submetering system located at the Building, Metergy shall ensure such submetering system is operating properly;
- (c) Metergy shall 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 Service. 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 invoices in accordance with Metergy's [Conditions of Service](#).
- (e) Metergy shall provide customer service in respect of general inquiries and records retrieval. Metergy may also provide collections services in accordance with Metergy's [Conditions of Service](#). Specific services may be provided on a fee-for-service basis in accordance with Metergy's [Conditions of Service](#) and applicable laws.

The Service is licensed, not sold, to you. Subject to your agreement, and continuing compliance with these Terms, Company grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable limited license to use and display the Materials and to use the Portal and Service solely for your own individual, non-commercial purposes related to managing your account and Commodity consumption. Except for the foregoing license, you have no other rights in the Portal or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance, or in any way exploit any of the Portal or Materials in any manner. All rights not expressly granted to you in these Terms are reserved and retained by Company and its licensors. The licenses granted by Company terminate if you do not comply with these Terms, and you must immediately destroy any downloaded or printed Materials.

5. CHARGES AND PAYMENT.

The Customer acknowledges that the developer, owner, landlord, cooperative corporation, condominium corporation, property manager, and/or authorized agent, as applicable, of the Building in which the Service Unit is located (each, a “**Building Owner**”) has contracted with Metergy for the provision of the Service, including meter reading, billing, and/or collection services.

The Customer consents to the provision of the Service and agrees to pay the administration fee (may be referred to as “Service Charge” on Customer invoices) and other charges and

fees payable to Metergy for the provision of the Service under the Agreement (collectively, the “**Service Charges**”) as set forth in Metergy’s agreement with the Building Owner and Metergy’s [Conditions of Service](#) and in accordance with applicable laws. For the avoidance of doubt, Service Charges do not include Commodity consumption charges or other charges billed by Metergy on behalf of the Building Owner. For a detailed list of rates and charges applicable to the Service Unit, contact a Metergy representative.

The Customer agrees to pay the Service Charges and all costs and expenses relating to the supply of the Commodity for the Service Unit as of the effective date (which is the earlier of the interim occupancy date, closing date, occupancy date, tenancy or lease commencement date or conversion date, as applicable, in respect of the Service Unit and/or the date when Metergy has installed or purchased any submetering system) (the “**Effective Date**”). 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 mymetergyportal.com to set up an account on or before the Effective Date.

The Customer agrees that charges appearing on the Customer’s invoice for the Service Unit may include the following: (i) Commodity consumption charges, based on measurements by the submetering system for the Service Unit, or, if allocated, charges allocated to the Service Unit based on square footage, occupancy, occupancy factor, number of bathrooms or plumbing fixtures, or other methodology determined by the Building Owner, with applicable Commodity rates determined by the utility tariff, the Building Owner’s bulk utility supply arrangement, or as otherwise established in accordance with applicable laws (such consumption or allocation charges are collected by Metergy on behalf of the Building Owner); (ii) the Service Charges, as set forth in Metergy’s agreement with the Building Owner and Metergy’s [Conditions of Service](#); and (iii) other charges billed by Metergy on behalf of the Building Owner, including, but not limited to, rent or base rent, rental charges for equipment such as heat pumps, EV chargers, HVAC units, water heaters, washers, and dryers, amenity fees, parking and storage fees, pet fees or pet rent, internet, cable, or telecommunications fees, valet trash or waste removal fees, package handling or locker fees, pest control fees, common area maintenance charges, insurance charges or assessments, move-in or move-out fees, late fees assessed by the Building Owner, and any other charges the Building Owner directs Metergy to include on the Customer’s invoice, the amounts of which are established by the Building Owner. With respect to charges described in clauses (i) and (iii), Metergy acts solely as a billing agent and does not establish or control the applicable rates or amounts. All charges described in this section are billed by Metergy pursuant to its agreement with the Building Owner and as permitted by applicable laws. The Customer acknowledges that the Building Owner is solely responsible for any disclosures to the Customer required by applicable lease agreements, landlord-tenant laws, utility or submetering regulations, consumer protection laws, fee disclosure or transparency requirements, or any other applicable federal, state, or local laws or regulations regarding the charges described in this section, and that Metergy does not independently verify the Building Owner’s compliance with such requirements.

The Customer acknowledges that the applicable rates, Service Charges, and other charges may vary by jurisdiction based on differences in applicable laws, regulations, and local requirements, and that charges applicable to one Customer or Service Unit may differ from those applicable to another Customer or Service Unit in a different jurisdiction or a different building. The Customer further acknowledges and agrees that these charges are based on rates which may change at any time and from time to time, subject to applicable laws.

The Customer agrees to pay on or before the due date the amounts owing under the 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 the Agreement are in lawful money of the United States and are exclusive of applicable taxes (which shall be paid by the Customer). Metergy reserves the right to report Customer payment history to the National Consumer Telecom & Utilities Exchange (NCTUE) or other credit reporting exchange(s), as applicable.

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 unless and until the account is closed or transferred, another Customer assumes responsibility for the account to Metergy's satisfaction, or applicable laws require otherwise, regardless of whether the costs and expenses relating to the supply of the Commodity are included in the rent or are made the responsibility of the tenant per the terms of the Customer's lease with such tenant. For the avoidance of doubt, Metergy shall have no obligation to establish a separate account for, bill, or communicate directly with any tenant of the Customer, and the Customer shall remain solely responsible for any arrangements with such tenant regarding the payment of amounts owing under the Agreement.

6. REGISTRATION AND ACCOUNTS.

(a) Visitors and Registered Users. Visitors may browse certain portions of the Metergy website in accordance with these Terms, but may not have full access to all portions of the Service without first becoming registered users. In order to access certain password-restricted areas of the Portal and to use certain Service and Materials offered on and through the Portal, you may be required to register an account with us (your "**Account**"). A Customer who wishes to open, close, or transfer an Account with Metergy may do so in accordance with Metergy's [Conditions of Service](#). Metergy may also open, close, or transfer an account in the name of the Customer at the request of the Building Owner or as permitted pursuant to the Customer's lease agreement, purchase agreement, any agreement with the Customer, applicable laws or Metergy's [Conditions of Service](#). Please refer to our [Privacy Policy](#) for more details about submitting information to us.

(b) Registration Data. In registering for the Service, you agree to (i) provide true, accurate, current, and complete information about yourself as prompted by the Service's registration

form (the “**Registration Data**”); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. The Customer further acknowledges and consents to the Building Owner sharing with Metergy information to establish an account for the Customer including, but not limited to, Customer's contact information (name, Service Unit number, address, email address, and telephone number) and the occupancy and/or tenancy or lease commencement date. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Company has reasonable grounds to suspect such, Company has the right to suspend or terminate your Account and refuse any and all current or future use of the Service (or any portion thereof). You are responsible for all activities that occur under your Account and agree to notify Company immediately of any unauthorized use of your password or any other breach of security.

(c) Account Management. You agree not to create an Account using a false identity or information, to use or have more than one Account in the Service, or to register for an Account on behalf of an individual other than yourself without authorization. Company reserves the right to remove or reclaim any usernames at any time and for any reason. You agree not to create an Account or use the Service if you have been previously removed or banned by Company.

(d) Security Deposits. 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](#).

7. ACCEPTABLE USE POLICY.

You must not use the Service in any way that violates laws or these Terms. Prohibited actions include, but are not limited to:

- Using the Service to defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Using racially, ethnically, or otherwise offensive language on or through the Service;
- Using explicit or obscene language or posting objectionable content through the Service;
- Using any robot, spider, scraper, or other automated means to access the Portal;
- Taking any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- Attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- Introducing malware or interfering with Service operations;
- Mirroring, framing, scraping, deep linking, or accessing Service content by unauthorized means;

- Collecting personal information of other users or using the Service for unauthorized commercial solicitation;
- Reverse engineering, attempting to access the source code, or creating derivative works from the Service;
- Changing or modifying, or permitting any other person to change or modify, any of the downstream piping or appliances from any submetering system without providing Metergy at least sixty (60) days' prior written notice of such change or modification, including any applicable drawings. 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, results in a requirement to reinstall or replace any part of the submetering system, or otherwise impacts Metergy's ability to provide the Service, the Customer shall be responsible for all costs and expenses, on a time and materials basis, incurred by Metergy for any resulting work;
- Directly or indirectly interfering with the operation of, or removing, relocating, suspending, disconnecting, altering, terminating, or damaging Metergy's submetering system;
- Infringing on the intellectual property or other rights of a third party; or
- Any other objectionable conduct as determined by Company.

You are responsible for any violations of these Terms. We reserve the right, but do not assume the obligation, to investigate and act on any violation of these Terms or misuse of the Service. We may monitor all prohibited actions, investigate, and/or take appropriate action at our sole discretion against you, including suspending or terminating your Account, taking legal action, or reporting you to authorities.

8. SUBMETERING SYSTEM AND COMMODITY SUPPLY.

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 Building (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 Building is situated.

If Metergy owns the submetering system, 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.

Access to the Service Unit, any submetering system, and any related meters, equipment, wires or ancillary equipment is governed by Metergy's [Conditions of Service](#). The Customer must provide or arrange access as required by the [Conditions of Service](#).

Without limiting Section 11 (Disclaimer of Warranties) or Section 12 (Limitation of Liability), Metergy shall have no liability whatsoever — whether in contract, tort, strict liability, or otherwise — for any interruption, suspension, curtailment, shortage, reduction in quality, fluctuation, or unavailability of any Commodity supplied to the Building or the Service Unit, regardless of cause. This disclaimer applies whether or not such interruption or issue is within the control of the Building Owner, utility provider, or any other third party responsible for the supply of the Commodity. Metergy's sole responsibility with respect to the Commodity is to accurately measure, record, allocate, and bill for Commodity consumption in accordance with these Terms, and any failure or disruption in the supply of the Commodity itself shall not relieve the Customer of any payment obligations that have accrued under the Agreement.

The Customer acknowledges and represents that the Commodity consumed at the Building and the Service Unit is supplied by the Building Owner, local utility, or other third-party provider — and not by Metergy. The Customer agrees that any claims, disputes, or complaints relating to the quality, availability, pricing at the wholesale or generation level, or delivery of the Commodity itself shall be directed to the applicable Commodity supplier and not to Metergy. This representation is a material term of the Agreement, and the Customer's acceptance of these Terms constitutes an express acknowledgment that Metergy bears no responsibility for the supply of the Commodity.

9. DISCONNECTION AND RECONNECTION (ELECTRICITY ONLY).

If the Customer fails to pay electricity or electricity-related charges due to Metergy under the 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, disconnecting, terminating, or limiting the delivery of electricity to the Service Unit until such time as such electricity or electricity-related charges are paid in full. Disconnections and reconnections shall be governed by Metergy's [Conditions of Service](#) and all applicable laws.

To the fullest extent permitted by applicable laws, neither Metergy nor any of its directors, trustees, officers, shareholders, employees, agents, representatives, subcontractors, or other contractors will be liable to the Customer, any visitor, occupier or resident of the Service Unit, for any damages, losses, claims, costs, expenses, or other remedies arising from a disconnection, suspension, limitation, or interruption of electricity service due to the

Customer's failure to pay amounts when due or otherwise comply with the Agreement or Metergy's [Conditions of Service](#), including any damage to the Service Unit, property, contents, equipment, appliances, systems, loss of use, inconvenience, or other consequences of the disconnection. Nothing in this section limits any rights or protections that apply under applicable laws.

10. INTELLECTUAL PROPERTY AND OWNERSHIP.

The Service and all content, features, and functionality—including text, graphics, software, images, audio, video, data, and design—are the exclusive property of Metergy or its licensors and are protected by intellectual property laws (U.S. and international). You receive no rights to the Service or the Materials except as expressly granted in these Terms. All rights not expressly granted are reserved. Any unauthorized use may violate these Terms and applicable laws. Unless otherwise specified in these Terms, all information and screens appearing on the Portal or Service, including documents, services, site design, text, graphics, logos, images, and icons, as well as the arrangement thereof, are the sole property of Metergy. All rights reserved. Our content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission.

11. DISCLAIMER OF WARRANTIES.

You use the Service at your own risk. THE SERVICE, INCLUDING THE PORTAL AND ALL MATERIALS, IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. METERGY DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THE MATERIALS, DATA, METER READINGS, CONSUMPTION CALCULATIONS, ALLOCATIONS, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. COMPANY DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICE OR THE PORTAL, THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE PORTAL IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

12. LIMITATION OF LIABILITY.

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 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 THESE TERMS TO THE CONTRARY, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF METERGY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT OF SERVICE CHARGES PAID TO METERGY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF ANY CLAIM BY THE CUSTOMER FOR DAMAGES. THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU. THIS LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE THE TERMINATION OF THE AGREEMENT.

If applicable laws do not allow us to limit our liability as stated in these Terms, our responsibility will be limited to the minimum extent permitted by law.

13. DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER.

PLEASE READ THIS SECTION CAREFULLY – IT AFFECTS YOUR RIGHTS. THIS SECTION APPLIES SOLELY TO THE EXTENT APPLICABLE IN YOUR JURISDICTION.

(a) Applicable Laws and Statute of Limitations Waiver.

To the fullest extent permissible by law, with the exception of disputes pertaining to Metergy's intellectual property rights and certain statutory claims that, pursuant to law, are not arbitrable, these Terms and any dispute between you and Metergy relating to, arising from, or in connection with the Service (a “**Dispute**”) will be governed by and construed in accordance with the Federal Arbitration Act, applicable federal law, and the laws of the State of Delaware, United States of America, excluding its rules regarding conflicts of law. For the purpose of this Section 13, “Metergy” means Metergy Solutions LLC and its parents, subsidiaries, and affiliate companies, and each of their respective officers, directors, employees, agents, and contractors. “*Dispute*” is to be given the broadest possible meaning that will be enforced, and shall include any claims against other parties (including, without limitation, Building Owners, vendors, or other third parties) relating to services or products provided to the Customer whenever the Customer also asserts claims against Metergy in the same proceeding. You agree that any Dispute you may have against Metergy must be resolved exclusively in the United States District Court for the District of Delaware, or, if there is no federal jurisdiction, in the courts of the State of Delaware located in New Castle County, Delaware, except as otherwise agreed by the parties or as described in the Arbitration subsection below. You agree to submit to the personal jurisdiction of these courts for all such Disputes. You waive any and all rights to bring any claim or action related to these Terms in any forum beyond one (1) year after the first occurrence of the act, event, condition, or omission upon which the claim or action is based. To the extent that any applicable state or federal law governing the supply, metering, billing, or regulation of Commodities (including, without limitation, consumer protection laws) conflicts with or preempts any provision of this Section 13, such applicable law shall govern with respect to the subject matter of that conflict.

(b) Dispute Resolution Notice.

Before either party may seek arbitration as provided below, the party must first send to the other a written notice of the Dispute (“**Notice**”) describing (i) the nature and basis of the Dispute, including details sufficient for the recipient to review and respond, and the date the Dispute arose; (ii) the requested relief; (iii) the claimant’s full name, phone number, and email address; and (iv) a clear statement that the claimant seeks to resolve the Dispute only on an individual basis. The Notice must be personally signed by the claimant (and not only by counsel). Within twenty (20) business days of receipt of a Notice, the receiving party may request an individualized video or telephone conference to attempt in good faith to resolve the Dispute. Neither party may initiate arbitration until thirty (30) days after the Notice is received, or, if an individualized conference is requested, twenty (20) business days after the conference is completed. Compliance with this pre-arbitration dispute resolution procedure is mandatory and a condition precedent to initiating any arbitration. Any applicable limitations periods and filing fee deadlines will be tolled while the parties engage in this process. Notwithstanding the foregoing, nothing in this section shall extend or modify any deadline imposed by applicable mandatory law regarding the payment of arbitration fees.

(c) Arbitration.

Except where prohibited by applicable laws, or as otherwise provided by applicable state or federal consumer protection laws governing the supply, metering, or billing of Commodities, for any Dispute that cannot be resolved as set forth in Section 13(b), you and Metergy agree that either party may elect to resolve any dispute, controversy, or claim arising out of, relating to, or in connection with these Terms and/or the Service, including with respect to the formation, applicability, breach, termination, validity, or enforceability of these Terms, through individual binding, confidential, arbitration, except that either party may assert claims in small claims court if the claims qualify, or may seek action through government agencies. Metergy may file a suit in a court of law to address intellectual property infringement claims. The arbitrator will have the authority to award individual temporary, interim, or permanent injunctive relief or relief providing for specific performance of these Terms, but only to the extent necessary to provide relief warranted by the Dispute before the arbitrator.

The arbitration will be administered by JAMS (formerly known as Judicial Arbitration and Medication Services) if you are located in the United States of America. The arbitration will be conducted by one arbitrator in accordance with the applicable arbitration rules. The arbitrator shall conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by Metergy that an in-person hearing is necessary or appropriate. The seat of the arbitration will be in the city or county in which you reside.

Each party will initially bear its own costs and attorneys’ fees in the arbitration. However, the arbitrator may apportion the costs of the arbitration, including the parties’ reasonable legal fees, between the parties if it determines that such apportionment is reasonable given the

circumstances. The arbitration award will be final and binding on the parties, and the parties agree to carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant party or its assets. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if the Customer provided pre-arbitration Notice and negotiated in good faith with Metergy as provided in Section 13(b) above and the arbitrator concludes that the Customer is the prevailing party in the arbitration, the Customer will be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator.

If the arbitrator determines that any Dispute (including the damages or other relief requested) was frivolous or brought in bad faith, then the other party may seek to recover all arbitration fees, attorneys' fees, and costs incurred in connection with the arbitration.

The parties agree that the arbitration will be confidential. The existence of the arbitration, any non-public information provided in the arbitration, and any submissions, orders, or awards made in the arbitration (together, the "Confidential Information") may not be disclosed to any non-party except the arbitrator(s), JAMS, the parties, their counsel, experts, witnesses, accountants and auditors, insurers and reinsurers, and any other person necessary to the conduct of the arbitration. A party may disclose Confidential Information to the extent that disclosure may be required to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in bona fide legal proceedings. This confidentiality provision survives termination of these Terms and of any arbitration brought under these Terms.

The arbitrator(s) may not award any punitive, exemplary, or consequential damages, nor may the arbitrator(s) apply any multiplier to any award of actual damages, except as may be required by statute. The arbitrator(s) have no authority to certify a class action, add any parties, vary or ignore the provisions of these Terms, and must be bound by governing and applicable law. The arbitrator must be willing to execute an oath of neutrality. The arbitrator will render a written opinion setting forth all material facts and the basis of their decision within sixty (60) days of the conclusion of the arbitration proceeding.

(d) Exclusions from Arbitration/Right to Opt Out.

Notwithstanding the above, you or Metergy may choose to pursue a Dispute in court and not by arbitration if: (a) the Dispute qualifies and may be initiated in small claims court; or (b) YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN THIRTY (30) DAYS FROM THE EARLIER OF THE DATE THAT YOU FIRST CONSENT TO THESE TERMS OR THE DATE THAT YOU FIRST CONSENT TO METERGY'S [CONDITIONS OF SERVICE](#) (the "Opt-Out Deadline"). You may opt out of this provision by sending written notification to Metergy by email at customerservice@metergysolutions.com or by mail to: Metergy Solutions LLC, Customer Care Center, PO Box 1867, Long Island City, NY 11101. Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with Metergy through arbitration. Your decision to opt out of this arbitration provision will have no adverse effect on your relationship with Metergy. Any opt-out request

received after the Opt-Out Deadline will not be valid, and you must pursue your Dispute in arbitration or small claims court. A valid and timely opt-out of arbitration under Metergy's [Conditions of Service](#) shall also constitute a valid opt-out of the arbitration provisions of this Section 13, and vice versa.

(e) Waiver of Jury Trial.

YOU WAIVE YOUR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. If any litigation arises between you and Metergy in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, **YOU WAIVE ALL RIGHTS TO A JURY TRIAL**, instead electing that the dispute be resolved by a judge.

(f) Waiver of Class or Consolidated Actions.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(g) Mass Arbitration.

If, at any time, 25 or more claimants submit demands or seek to file demands for arbitration raising similar disputes against Metergy, and counsel for the claimants is the same or coordinated across the cases (a "**Mass Arbitration**"), the following staged process will apply:

Stage One: Counsel for the claimants and counsel for Metergy shall each select 5 claims per side, and the arbitration administrator will randomly select 15 claims (25 claims total) to be filed and to proceed in individual arbitrations as part of a staged process. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. Any applicable limitation periods and filing fee deadlines will be tolled while the parties engage in this process. Following the resolution of the Stage One arbitrations, the parties will participate in a global mediation of all remaining claims with a retired federal or state court judge.

Stage Two: If the remaining claims are not resolved after the global mediation in Stage One, then counsel for the claimants and counsel for Metergy shall each select 10 claims per side, and the arbitration administrator will randomly select 30 claims (50 claims total) to be filed and to proceed in individual arbitrations as part of a second staged process. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims

unless and until they proceed in arbitration proceedings as part of a staged process. Any applicable limitation periods and filing fee deadlines will be tolled while the parties engage in this process.

Resolution of Remaining Claims: If the remaining claims are not resolved following Stage Two, each remaining claimant may elect, within thirty (30) days, to have their claim heard in a court of competent jurisdiction consistent with the governing law provisions of these Terms, or alternatively, the remaining claims will be batched into groups of 500 claimants and filed and proceeded in separate consolidated arbitrations, each assigned to a different, single arbitrator unless the parties agree otherwise. If any part of this Mass Arbitration provision is deemed to be invalid, unenforceable, or illegal, the balance of this provision shall remain in effect and shall be construed in accordance with its terms as if the invalid portion were not contained herein.

(h) Severability.

If any clause within this provision (other than the Waiver of Class or Consolidated Actions clause above) is found to be illegal or unenforceable, that clause will be severed from this provision, and the remainder of this provision will be given full force and effect. If the Waiver of Class or Consolidated Actions clause is found to be illegal or unenforceable, this entire provision will be unenforceable and the dispute will be decided by a court.

(i) Continuation.

This provision shall survive the termination of your Service with Metergy or its affiliates. Notwithstanding any provision in these Terms to the contrary, Metergy agrees that if Metergy makes any change to this Section 13 (other than a change to the notice address), the Customer may reject any such change and require Metergy to adhere to the language of this Section 13 as in effect at the time a Dispute between the parties arises.

14. INDEMNIFICATION.

You agree to indemnify and hold harmless Company and its affiliates, officers, directors, employees, agents, consultants, shareholders, contractors, successors, and assigns from any losses, costs, liabilities, damages, or expenses (including reasonable attorneys' fees) arising from: (a) your use or inability to use the Service; (b) any damages caused by any interference with or damage to Metergy's submetering system; (c) your violation of these Terms; (d) your violation of others' rights; (e) your violation of any laws or regulations; or (f) any third-party claims arising directly or indirectly out of, or in any way connected to, the Service. Company may, at its own expense, assume exclusive defense of any matter you must indemnify, and you agree to cooperate. These obligations survive termination of your Account or these Terms.

15. ELECTRONIC COMMUNICATIONS AND NOTICES.

When you interact with the Company — such as by visiting the Portal, sending emails, or using the Service — you agree to communicate electronically. This includes receiving emails

from the Company or seeing notices posted on the Portal. By doing this, you (1) agree to receive communications from the Company electronically, and (2) accept that all agreements, notices, and other messages sent electronically have the same legal effect as if they were in writing.

Any notice required or permitted under these Terms may be given by Metergy to the Customer by email, unless the Customer has opted into paper billing, and in such event notice shall be given by ordinary mail sent to the Building (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. The Customer shall give any notices to Metergy by email to customerservice@metergysolutions.com or by ordinary mail to Metergy Solutions LLC, PO Box 1867, Long Island City, NY 11101, Attention: Customer Care.

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.

16. INFORMATION SHARING.

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 the Building Owner (an “**Information Recipient**”). Metergy may also disclose Customer information to third-party service providers as described in the [Privacy Policy](#). The Customer hereby consents to Metergy disclosing such information to any Information Recipient and to such service providers. 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](#)).

17. TERMINATION.

(a) Termination by Metergy. If you violate these Terms, Metergy may terminate and/or suspend your access to the Service, including the Portal, without notice. Metergy prefers to advise you of your inappropriate behavior and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by Metergy, may result in immediate termination of your access to the Service, including the Portal. The termination, suspension, disconnection, closing, transfer, final billing, and related account treatment of the Service shall be governed by Metergy's [Conditions of Service](#) and applicable laws.

(b) Termination by Customer. The Customer shall provide written notice to Metergy, in accordance with the notice requirements set out in Section 15 and Metergy's [Conditions of](#)

[Service](#), of their intent to sell, rent, vacate, and/or assign the Service Unit, including their forwarding address and the date upon which the Customer intends to vacate. This notice must be provided to Metergy at least thirty (30) days prior to the Customer vacating the Service Unit. Upon the Customer vacating the Service Unit, Metergy will complete a final reading and issue a final invoice in accordance with Metergy's [Conditions of Service](#). Any security deposit held by Metergy will be applied and refunded in accordance with Metergy's [Conditions of Service](#) and applicable laws. Where the Customer fails to comply with this clause, the Customer's obligation to pay Metergy for the Service shall continue until Metergy has completed a final reading and the final invoice is paid.

(c) Termination Restriction. These Terms may be terminated by the Customer only in accordance with Section 17(b) of these Terms and Metergy's [Conditions of Service](#).

(d) Effect of Termination. You agree that any termination of your access to the Portal and Service, under any provision of the Terms, may be effected without prior notice to you, and acknowledge and agree that Metergy may bar any further access to the Portal. Further, you agree that Metergy shall not be liable to you or any third party for any termination of access to the Portal or Service. All obligations of the Customer under the Agreement relating to payment for the Service shall be binding on the Customer after the date the Customer vacates the Service Unit or terminates the Agreement and shall remain binding until such time as all payments required to be made under the Agreement and Metergy's [Conditions of Service](#) have been paid.

18. FORCE MAJEURE.

Neither Metergy nor the Customer shall be deemed to be in default of the performance of any of its obligations or covenants contained in the Agreement during any period when such party 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, act of God, act of terrorism, flood, epidemic, pandemic, any public health orders or guidelines issued in response to an epidemic or pandemic, or any other condition which is beyond the control of such party, and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly; provided, however, that no force majeure event shall relieve the Customer of (a) any payment obligation that has accrued under the Agreement prior to the occurrence of such event, or (b) the Customer's obligation to pay for Commodities actually consumed. For greater certainty, financial inability shall not constitute a force majeure event.

19. CONSUMER NOTICE.

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: The Service is provided by Metergy Solutions LLC. If you have a question or complaint regarding the Service, please contact Metergy's customer service at customerservice@metergysolutions.com; Attention: Customer Care Center. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd.,

Sacramento, CA 95834 or by telephone toll-free at +1 (800) 952-5210; TTY for hearing-impaired: 711 or 1-800-735-2922.

20. GENERAL.

Subject to applicable laws, these Terms, including any documents incorporated by reference, such as the [Privacy Policy](#) and Metergy's [Conditions of Service](#), and any additional notifications required by law, constitute the entire Agreement between the parties, and the Customer acknowledges that there are no oral or written agreements, representations, or undertakings whatsoever. If any provision of these Terms 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 these Terms 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. Everything contained in these Terms 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 these Terms, and upon such assignment, Metergy is released from any further obligations to the Customer under these Terms. The Customer may not assign their rights or obligations under these Terms without Metergy's prior written consent. Our failure to exercise or enforce any right or provision in these Terms shall not operate as a waiver of such right or provision. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability, and general provisions shall survive any termination of these Terms. 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 these Terms. All obligations of the Customers under the Agreement shall be deemed joint and several obligations.

21. CONTACT US.

If you have any questions about these Terms or otherwise need to contact Metergy, you may reach us at:

Metergy Solutions LLC
Customer Care Center
PO Box 1867
Long Island City, NY 11101
Telephone: 1-888-422-9319
Email: customerservice@metergysolutions.com