

CONDITIONS OF SERVICE UNITED STATES

Last Updated: November 1, 2026

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

Table of Contents

1.1 Identification of Metergy	3
1.2 Conditions of Service, Applicable Laws and Customer Agreements	3
1.3 Interpretation	3
1.4 Amendments and Changes	3
1.5 Contact Information	4
2 SECURITY DEPOSIT	5
2.1 Security Deposit Requirements	5
2.2 Waiver Conditions	5
2.3 Refund or Application of Security Deposits	5
3 BILLING AND PAYMENT	6
3.1 Billing Cycle Period	6
3.2 Issuance of Bills	6
3.3 Payment Requirements	6
3.4 Partial Payments	6
3.5 Collection	7
3.6 Budget or Levelized Billing	7
3.7 Collection on Behalf of Building	7
3.8 Billing Errors	7
3.8.1 Underbilling	7
3.8.2 Overbilling	8
4 CONTESTING BILLING	8
4.1 Dispute Resolution Procedure	8
4.2 Meter Disputes	8

5 DISCONNECTIONS AND RECONNECTIONS (Electricity Only)	9
5.1 Disconnection Rights	9
5.2. Disconnection Due To Non-Payment	10
5.3 Reconnection Procedures	10
6 METERGY ACCESS RIGHTS	11
6.1 Access to Customer Property	11
6.2 Tampering	11
6.3 Physical Structures	12
6.4 Customer Contracts	12
6.4.1 Opening, Transferring and Closing Accounts	12
6.4.2 Standard Form of Contract	13
6.4.3 Implied Contract	13
6.4.4 Condominium or Cooperative Building	13
6.5 Commodities Supply	14
6.5.1 Interruptions to Supply	14
6.5.2 General	14
6.5.3 Meter Access	14
6.5.4 Meter Reading and Estimated Reads	14
6.5.5 Final Meter Reading	15
7 SERVICE CHARGES	15
8 OTHER	15
8.1 Limitation of Liability	15
8.2 Force Majeure	15
8.3 Dispute Resolution and Arbitration; Governing Law	15
8.4 Privacy	16
8.5 Assignment	16
8.6 Indemnification	16
9 GLOSSARY OF TERMS	16
SCHEDULE A: STANDARD SERVICE CHARGES*	18

1 INTRODUCTION

These Conditions of Service set out the terms and conditions upon which Metergy provides submetering and/or billing services (which may include meter reading, allocation of Commodities, billing, collections and customer service) to residential and commercial Customers in the United States of America (“United States”). The legal provisions of the Resident Terms of Service (available at www.metergysolutions.com/resident-terms-of-service-us), including without limitation the limitation of liability, disclaimer of warranties, arbitration, class action waiver, jury waiver, indemnification, force majeure, assignment, and governing law provisions, apply to all services governed by these Conditions of Service and are incorporated herein by reference.

1.1 Identification of Metergy

Metergy is a limited liability company existing under the laws of the State of Delaware. Metergy provides electricity, water, thermal energy and gas submetering and/or billing services to multi-residential and commercial Customers in the United States.

1.2 Conditions of Service, Applicable Laws and Customer Agreements

In the event that Applicable Laws in a jurisdiction in which we conduct business is more restrictive than these Conditions of Service, or where these Conditions of Service are inconsistent with Applicable Laws, the Applicable Laws will apply. In the event of a conflict between the [Resident Terms of Service](#) and these Conditions of Service, these Conditions of Service shall prevail unless expressly stated otherwise in the [Resident Terms of Service](#).

1.3 Interpretation

In these Conditions of Service, unless the context otherwise requires:

- Headings, paragraph numbers, formatting and underlining are for convenience only and do not affect the interpretation of these Conditions of Service;
- Words referring to the singular include the plural and vice versa; and
- Words referring to a gender include any gender.

1.4 Amendments and Changes

These Conditions of Service shall be deemed to have been automatically amended to the minimum extent necessary to achieve compliance with all Applicable Laws.

The provisions of these Conditions of Service and any amendments thereto form part of any agreement between Metergy and its Customers.

From time to time, Metergy may update and change these Conditions of Service by posting the relevant amended and restated Conditions of Service on our website. For Customers who access Metergy's services through the online customer portal, the updated Conditions of Service will be presented for the Customer's review and affirmative acceptance the next time the Customer logs into the portal, and will become effective and binding upon the Customer upon such acceptance. Until the Customer accepts the updated Conditions of Service, the version the Customer 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 the Customer notifies Metergy in writing within such thirty (30) day period that the Customer does not agree to the updated Conditions of Service. Notwithstanding the foregoing, updates to Schedule A (Standard Service Charges) 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. Metergy will provide a written copy of these Conditions of Service upon request.

1.5 Contact Information

Customers may contact Metergy using one of the following methods:

Telephone:

Toll Free 1-888-422-9319

Bill Payments by Mail:

Metergy Solutions LLC
P.O. Box 820211
Philadelphia PA 19182-0211

Mail Correspondence:

Metergy Solutions LLC
Customer Care Center
PO Box 1867
Long Island City, NY 11101

Email: customerservice@metergysolutions.com

2 SECURITY DEPOSIT

2.1 Security Deposit Requirements

Except for Customers who meet the security deposit waiver conditions described below, Customers may be required to pay a security deposit, subject to and in accordance with any Applicable Laws. Security deposit amounts will be included on a customer's invoice.

The amount of the security deposit is set out in Schedule A of this policy.

2.2 Waiver Conditions

Security deposits will be waived if any of the following conditions are met:

a) In the case of a residential Customer, if the Customer has demonstrated a good payment history of one (1) year, and in the case of a non-residential Customer, if the Customer has demonstrated a good payment history of three (3) years; provided that the time period to demonstrate good payment history must be the most recent period of time and some of the time period must have occurred in the previous 24 months. A Customer is deemed to have a good payment history unless, during the relevant time period: (i) the Customer has received more than one (1) past due or disconnection notice from Metergy; (ii) more than one check or more than one pre-authorized payment provided to Metergy has been returned for insufficient funds; or (iii) Metergy has applied a security deposit against an amount owing by the Customer at the time and Metergy requested the Customer to repay the amount of the security so applied. A Customer is also deemed to have a good payment history if the Customer provides a letter from a utility or municipal authority in the United States confirming a good payment history with that utility or authority, as applicable, during the relevant time period;

b) If the Customer participates in and meets the requirements of Metergy's pre-authorized payment plan, provided that a deposit may otherwise be required by Metergy as permitted by Applicable Laws; or

c) The Customer provides an acceptable credit reference from a recognized credit agency.

2.3 Refund or Application of Security Deposits

Security deposits shall not constitute payment of an outstanding account, in whole or in part, and shall only be applied to amounts owing on a Metergy account when the account is closed or before Metergy initiates collections activities, including disconnection due to non-payment. Upon a Customer's request and, provided that such request is made no earlier than twelve (12) months after the payment of a security deposit or after the date of a previous similar request, Metergy will review the Customer's account to determine whether the security deposit will be refunded to the Customer or adjusted to reflect the maximum

amount of security deposit required by Metergy. If required by Applicable Laws, interest shall accrue on security deposits. The interest on such security deposits shall be calculated and paid out in accordance with any Applicable Laws.

Upon final billing of an account, the security deposit, plus interest if required by Applicable Laws, will be applied to the final bill and any remainder will be refunded to the Customer.

3 BILLING AND PAYMENT

3.1 Billing Cycle Period

Metergy may, at its option, render bills to its Customers on either a monthly, every two (2) months, quarterly or annual basis, or as required by Applicable Laws.

3.2 Issuance of Bills

Bills may be sent by email, mail or made available over the internet via Metergy's customer portal. Unless otherwise specified by the Customer, Metergy shall make bills available to the Customer via Metergy's customer portal and notify the Customer by email at the email address provided by the Customer that the bill is available for viewing. If the bill is sent by email, the bill is deemed to be issued on the date on which the email is sent. If the bill is sent by mail, the bill is deemed to be issued on the third day after the date on which the bill is printed. If the bill is made available over the internet, the bill is deemed to be issued on the date on which an email is sent to the Customer notifying the Customer that the bill is available for viewing over the internet.

3.3 Payment Requirements

Bills are payable in full by the due date; otherwise, overdue interest charges, if permitted by Applicable Laws, will apply. Where a partial payment has been made by the Customer on or before the due date, the interest charge, if permitted by Applicable Laws, will apply only to the amount of the bill outstanding at the due date.

Bills may be paid by check, eCheck, credit card, debit card or online banking. A convenience fee will apply to online payments made via Metergy's customer portal as set out in Schedule A hereto.

3.4 Partial Payments

Metergy may issue a single bill to a Customer for multiple services. If the Customer makes a partial payment of a bill, Metergy shall, where required by Applicable Laws, apply such partial payment towards amounts owing in respect of electricity services first. 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, or the entirety of such partial payment where Applicable Laws do not require application to electricity services first, towards remaining amounts owed for other services.

3.5 Collection

Outstanding bills are subject to Metergy's collection process and may ultimately lead to the Customer's electricity service (if applicable) being disconnected. Service will be restored once satisfactory payment has been made. Disconnection of electricity service does not relieve the Customer of any liability for arrears. See also Section 5.1.1 (Electricity Disconnection due to Non-Payment) below. Metergy reserves the right to report Customer payment history to the National Consumer Telecom & Utilities Exchange (NCTUE) or other credit agency exchange(s), as applicable.

Customers may be required to pay additional charges for the processing of payments or returned checks including (without limitation) those charges set out in Schedule A hereto.

3.6 Budget or Levelized Billing

Residential Customers may qualify for budget or levelized payment arrangements and deferred payment arrangements, the details of which are available by contacting Metergy. More information about financial assistance for residential Customers is also included on Metergy's website or by contacting a Metergy representative (refer to Section 1.5) for more information.

3.7 Collection on Behalf of Building

In certain cases, Metergy collects payments on behalf of the Building Owner in which case outstanding bills may also be subject to the collection process of such Building Owner, as applicable.

3.8 Billing Errors

Subject to Applicable Laws, the following rules apply to billing errors. The provisions of this Section 3.8 do not apply where Metergy has over billed or under billed a Customer but issues a corrected bill. In the event of a conflict or inconsistency between this Section 3.8 and any Applicable Laws, the stricter requirement as set out in this Section 3.8 or such Applicable Laws shall prevail to the extent of such conflict or inconsistency.

3.8.1 Underbilling

Where Metergy has under billed a Customer where the Customer is responsible for the error, whether by way of tampering, willful damage, unauthorized use or other unlawful actions, Metergy may require payment of the full under billed amount by means of a corresponding charge on the next regularly scheduled bill issued to the Customer or on a separate bill to be

issued to the Customer responsible for the error. Metergy may charge interest on under billed amounts where the Customer was responsible for the error, whether by way of tampering, willful damage, unauthorized use or other unlawful actions.

For all other cases of underbilling, the maximum period for which Metergy is entitled to be paid is twelve (12) months from the time the service to which the error pertains unless otherwise required by Applicable Laws. Metergy may require payment of the full under billed amount by means of a corresponding charge on the next regularly scheduled bill issued to the Customer or on a separate bill to be issued to the Customer unless otherwise required by Applicable Laws.

3.8.2 Overbilling

Where Metergy has over billed a Customer, Metergy shall notify the Customer of the over billing and credit the over billed amount to the account in the next regularly scheduled bill issued to the Customer. If there are outstanding arrears on the Customer's account, Metergy may apply the over billed amount to the arrears on the Customer's account and credit the account with the remaining balance. The maximum period for which the Customer is entitled to be repaid is twelve (12) months from the time the service to which the adjustment pertains unless otherwise required by Applicable Laws.

Rules for billing errors may differ by state. Please contact a Metergy representative (refer to Section 1.5) for more information.

4 CONTESTING BILLING

4.1 Dispute Resolution Procedure

A Customer can dispute charges shown on the Customer's bill or other matters by contacting and advising Metergy of the reason for the dispute in accordance with the procedures described below or as otherwise required by Applicable Laws. Metergy will promptly investigate all disputes and advise the Customer of the results.

To register a complaint, a Customer may contact a Metergy representative (refer to Section 1.5).

4.2 Meter Disputes

Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the Customer and Metergy without a meter accuracy test.

Upon the request of a Customer, Metergy will conduct a meter accuracy test. Subject to Applicable Laws, Metergy will charge the Customer a meter dispute charge. If the meter is

found to be inaccurate, Metergy will refund the fee and make necessary adjustments to the Customer's bill.

Rules for meter disputes may differ by state. Please contact a Metergy representative (refer to Section 1.5) for more information.

5 DISCONNECTIONS AND RECONNECTIONS (Electricity Only)

5.1 Disconnection Rights

Subject to Applicable Laws, Metergy reserves the right to disconnect the supply of electricity for causes including, but not limited to:

- Contravention of any Applicable Laws;
- Adverse effect on the reliability and safety of the submetering system or the Building's electrical distribution system;
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the submetering system or the Building's electrical distribution system;
- A material decrease in the efficiency of the submetering system or the Building's electrical distribution system;
- A materially adverse effect on the quality of distribution services received by an existing connection;
- Inability of Metergy to perform planned inspections, maintenance, repairs or replacement of all or any part of its metering equipment;
- Failure of the Customer to comply with a directive of Metergy that Metergy makes for purposes of meeting its regulatory obligations;
- Overdue amounts payable to Metergy, including the non-payment of a security deposit;
- Failure of the Customer to open an account with Metergy and assume responsibility for electricity services delivered when that Customer moves into an existing connected premises and consumes electricity;
- Failure of the Customer to open an account with Metergy after moving into a vacant premises;
- Failure of the Customer to comply with any requirements in the Conditions of Service or a term of any agreement made between a Customer and Metergy, including, but not limited to the [Resident Terms of Service](#);
- A Customer intentionally avoids bill payments by applying or re-applying for a new account under a different account-holder name, or otherwise acts fraudulently;
- Electrical interference caused by Customer equipment or discovery of a hazardous condition that is not corrected in a timely fashion;

- Unauthorized electricity use (including electricity diversion, fraud or abuse by a Customer);
- In compliance with a court order or order made by a Governmental Authority; and
- Any other conditions identified in these Conditions of Service or permitted by Applicable Laws.

Disconnection and reconnection charges may apply including (without limitation) those charges set out in Schedule A hereto.

To the fullest extent permitted by applicable law, 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 Customer's premises, 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 these Conditions of Service, including any damage to the Customer's premises, 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 law.

5.2. Disconnection Due To Non-Payment

Metergy's bills are to be paid in full by the due date specified on the bill. Subject to Applicable Laws, if the electricity and electricity related charges are still unpaid by the due date (or longer if required by Applicable Laws), Metergy may issue a disconnection notice to the Customer. Prior to issuing a disconnection notice for non-payment, Metergy will first issue an account overdue notice to the Customer.

The disconnection notice will contain the date(s) on which disconnection may occur, the amount that is overdue for payment, including all applicable late payment and other charges associated with non-payment to date, the amount of service charge(s) that may apply if disconnection occurs and the form of payment that the Customer may use to pay all overdue amounts.

Disconnections do not relieve the Customer of the liability for arrears or other applicable charges for the balance of the term of the contract.

5.3 Reconnection Procedures

Subject to Applicable Laws, disconnected electricity service may not be reconnected (a) until the Customer rectifies the condition leading to the disconnection, including all costs incurred by Metergy arising from any unauthorized electricity use, including inspections,

repair costs, disconnection charges and reconnection charges, (b) until the Customer provides full payment to Metergy; and/or (c) in accordance with the terms of a deferred payment agreement between Metergy and the Customer.

The Customer will be given an appointment window for the reconnection. The Customer or an authorized representative must be present at Customer's residence at the time of reconnection. In the event that the Customer or an authorized representative is not available at the scheduled time for reconnection, the Customer may be held responsible for additional costs, in addition to any applicable reconnection charges as set out in Schedule A hereto, incurred by Metergy to arrange for more than one reconnection appointment.

Reconnections will be conducted in accordance with any Applicable Laws.

Rules for disconnection and reconnection of electricity may differ in New York, Pennsylvania and Texas. Please contact a Metergy representative (refer to Section 1.5) for more information. Residential Customers in New York may also contact the PSC Emergency Hotline for issues regarding initiation, termination, disconnection, suspension, or reconnection of service: 1-800-342-3355 (M-F, 7:30am to 7.30pm ET).

6 METERGY ACCESS RIGHTS

6.1 Access to Customer Property

The Customer shall provide Metergy (including its employees, agents, contractors, sub-contractors and any other persons authorized by Metergy) with reasonable and unimpeded access at all reasonable times and with reasonable notice to the serviced premises and to any submetering system, meter, equipment, wires or ancillary equipment, as may be necessary to enable Metergy to inspect, maintain, repair, replace, remove, disconnect or reconnect the submetering system or any of Metergy's equipment and to provide submetering and/or billing services to the serviced premises.

6.2 Tampering

No person shall remove, replace, alter, repair, inspect or tamper with Metergy's equipment except Metergy (including its employees, agents and sub-contractors) or another person lawfully entitled to do so.

Customers will be required to pay the costs of repairs or replacement of Metergy's equipment that has been damaged or lost by the direct or indirect act or omission of the Customer or its representatives.

6.3 Physical Structures

Construction, maintenance and repairs of all structures housing and/or supporting the electrical, mechanical, plumbing, water and gas infrastructure as well as the electrical, mechanical, plumbing, water and gas infrastructure, as applicable, are the responsibility of the Building Owner, who is responsible for the maintenance and safe keeping conditions of its electrical, structural, plumbing, water and mechanical facilities located on private property.

6.4 Customer Contracts

6.4.1 Opening, Transferring and Closing Accounts

A Customer who wishes to open, close or transfer an account with Metergy may do so by: (i) contacting a Metergy representative (refer to Section 1.5) by phone, (ii) submitting a written request, including requests submitted by email, (iii) through Metergy's website or web portal, or (iv) other means acceptable to Metergy. 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 these Conditions of Service.

A Customer requesting account closure or transfer must provide Metergy with the account number or service address, the requested closing or transfer date, a forwarding address and contact information for final billing and refunds, and any other information reasonably required by Metergy to process the request. Unless a different notice period is required by Applicable Laws or any agreement with the Customer, the Customer should give Metergy at least thirty (30) days' advance notice before the requested closing or transfer date.

The Customer shall be responsible for payment to Metergy for all Commodities consumed at or allocated to the premises, and all applicable charges, fees, taxes and other amounts owing in respect of the account, until the account is closed or transferred, another Customer assumes responsibility for the account to Metergy's satisfaction, or Applicable Laws require otherwise.

In the absence of a written agreement, any person who uses or benefits from the supply of Commodities at the premises is deemed to be a Customer with an implied contract in accordance with Section 6.4.3 of these Conditions of Service.

When an account is closed or transferred, a final bill will be issued for the account. If a final meter reading is unavailable, Metergy may issue the final bill based on estimated consumption, subject to Applicable Laws. Any security deposit or credit balance will be applied or refunded in accordance with Section 2.3 of these Conditions of Service. With respect to electricity, if a new Customer has not assumed responsibility for the services at

the premises, Metergy may disconnect, terminate or limit the supply of electricity to the premises in accordance with Section 5.1 of these Conditions of Service and Applicable Laws.

6.4.2 Standard Form of Contract

Metergy requires all Customers to accept Metergy's [Resident Terms of Service](#) either through Metergy's online customer portal or via a form and method acceptable to Metergy. The Customer shall be responsible for updating its contact information with Metergy from time to time.

6.4.3 Implied Contract

In all cases, despite the absence of a written agreement, the taking of the Commodities by any Customer constitutes the acceptance of Metergy's then-current Conditions of Service and [Resident Terms of Service](#), as amended from time to time, and applicable charges as established by Metergy. Such acceptance and use of the Commodities shall be deemed, subject to any Applicable Laws, to be the acceptance of a binding contract with Metergy and subject to Metergy's then-current [Resident Terms of Service](#).

6.4.4 Condominium or Cooperative Building

If the individual condominium or cooperative owner of the premises rents out the premises, such owner is required to open an account with Metergy and accept responsibility for the charges in respect of the consumption of the Commodities at the premises until: (i) where tenant accounts are permitted at the applicable Building pursuant to the terms of Metergy's agreement with such Building, a new tenant opens an account and agrees to accept responsibility for such charges; or (ii) the owner advises Metergy that they are no longer responsible for the account (e.g. premises has been sold).

If a tenant closes their account with Metergy, a final bill will be issued for the account. Metergy will revert the premises back to the owner's account as soon as any vacating tenant's account has been closed and the owner will be responsible for the account, and any charges in respect of the consumption of the Commodities at the premises, even if the premises is vacant.

It is the owner's responsibility to ensure that Metergy is aware of any changes in contact, mailing and/or billing information.

For greater clarity, if a tenant has closed an account and the owner of the premises has not opened an account or assumed responsibility for electricity services delivered to the premises, Metergy may disconnect the supply of electricity in accordance with Section 5.1

of these Conditions of Service. A disconnection and/or reconnection charge may apply including (without limitation) those charges set out in Schedule A hereto.

6.5 Commodities Supply

6.5.1 Interruptions to Supply

Although it is Metergy's policy to minimize inconvenience to Customers, it is necessary to occasionally interrupt a Customer's supply of the Commodities to allow work on the meters or meter components. Metergy will endeavor to provide Customers with reasonable notice of planned interruptions. Notice may not be given where work is of an emergency nature involving the possibility of injury to persons or damage to property or equipment.

Customers requiring a higher degree of security than that of normal supply are responsible for providing their own back-up or standby facilities. Customers may require special protective equipment or alternative water supply sources, as applicable, on their premises to minimize the effect of momentary supply interruptions. Where disconnection poses a risk of significant adverse effects on the physical health of the Customer or their spouse, dependent family member or other person that regularly resides with the Customer, the Customer shall provide Metergy with documentation from a physician confirming such risk.

6.5.2 General

No person, except those authorized by Metergy, may remove, relocate, suspend, connect, disconnect, alter or otherwise interfere with any meters, wires or ancillary equipment owned by Metergy. The metering location provided shall be for the exclusive use of Metergy. No equipment, other than that provided and installed for or by Metergy may be installed in any part of such space.

6.5.3 Meter Access

The Customer must provide or arrange free, safe and unobstructed access to Metergy (including its employees, agents and sub-contractors) at all reasonable times and with reasonable notice for the purpose of meter reading, meter changing, meter installation or removal, meter inspection, meter repair, meter disconnection or meter reconnection.

6.5.4 Meter Reading and Estimated Reads

Metergy collects consumption data manually, automatically or remotely. Subject to Applicable Laws, when actual readings are not scheduled or available, Metergy reserves the right to use an estimated meter read for consumption and/or demand data.

Rules for meter reading and estimated reads may differ by state. Please contact a Metergy representative (refer to Section 1.5) for more information.

6.5.5 Final Meter Reading

When a service is no longer required, the Customer shall provide sufficient notice of the date the service is to be discontinued so that Metergy can obtain a final meter reading as close as possible to the final reading date. The Customer shall provide access to Metergy (including its employees, agents and sub-contractors) for this purpose. If a final meter reading is not obtained, the Customer shall pay a sum based on an estimate of the Commodities consumed since the last meter reading.

Rules for final meter reading differ by state. Please contact a Metergy representative (refer to Section 1.5) for more information.

7 SERVICE CHARGES

Metergy's standard service charges are set out in Schedule A hereto (collectively the “**Service Charges**”). Service Charges may differ by state, building, submetered service and/or customer type or as required by Applicable Laws. Service Charges are subject to change from time to time, and the then-current Schedule A shall apply to all Customers upon notice in accordance with Section 1.4, regardless of the version of these Conditions of Service last accepted by the Customer. For avoidance of doubt, Service Charges do not include Commodities 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 premises, contact a Metergy representative (refer to Section 1.5).

8 OTHER

8.1 Limitation of Liability

The limitation of liability and exclusion of damages set forth in Section 12 of Metergy's [Resident Terms of Service](#) apply to all services governed by these Conditions of Service and are incorporated herein by reference.

8.2 Force Majeure

Force majeure is governed by Section 18 of the [Resident Terms of Service](#).

8.3 Dispute Resolution and Arbitration; Governing Law

These Conditions of Service are governed by the laws of the State of Delaware without regard to the choice or conflicts of law provisions, except 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 these Conditions of Service, in which case such applicable law shall govern with respect to the subject matter of that conflict. All disputes arising under these Conditions of Service

shall be resolved in accordance with Section 13 (Dispute Resolution and Arbitration) of Metergy's [Resident Terms of Service](#), which is incorporated herein by reference.

8.4 Privacy

The collection, use, disclosure, retention, handling, and other processing of Customer personal information in connection with the services governed by these Conditions of Service is governed by Section 1 (Privacy) of Metergy's [Resident Terms of Service](#) and Metergy's Privacy Policy, available at www.metergysolutions.com/privacy-policy-us which are incorporated herein by reference. Customers may contact Metergy's Privacy Officer with any questions or concerns regarding the handling of their personal information by email at privacy@metergysolutions.com, by telephone at 1-888-422-9319, or by mail at: Metergy Solutions LLC, Customer Care Center, 30-30 47th Avenue, Suite 540, Long Island City, NY 11101, Attention: Privacy Officer.

8.5 Assignment

The assignment provisions set forth in Section 20 of Metergy's [Resident Terms of Service](#) apply to all services governed by these Conditions of Service and are incorporated herein by reference. For the avoidance of doubt, Metergy may assign any of its rights and obligations under these Conditions of Service without the Customer's consent, and the Customer may not assign their rights or obligations under these Conditions of Service without Metergy's prior written consent.

8.6 Indemnification

The indemnification provision set forth in Section 14 of Metergy's [Resident Terms of Service](#) apply to all services governed by these Conditions of Service and are incorporated herein by reference.

9 GLOSSARY OF TERMS

"Applicable Laws" means with respect to any person, property, transactions, event or course of conduct, all applicable laws, statutes, rules, by-laws, treaties, regulations, codes, ordinances, regulatory policies, guidelines and all applicable official directives, utility tariffs, orders, judgments and decrees of or similar requirement made or issued by a Governmental Authority having the force of law (i) applicable to or binding upon such person, property, transaction, event or course of conduct or (ii) to which that person or any of its property is subject.

"Building" means the building at the applicable service address at which the Customer's premises is located.

“Building Owner” means, as applicable, the developer, owner, landlord, cooperative corporation, condominium corporation, property manager or authorized agent of the Building in which the Customer’s premises is located.

“Commodities” means electricity, water and wastewater, gas and/or thermal/HVAC energy.

“Conditions of Service” means this document, which sets out the terms and conditions upon which Metergy provides electricity, water, thermal energy and gas submetering and/or billing services to residential and commercial Customers in the United States.

“Customer” means any person who is the purchaser, owner, occupant, or tenant of a residential or commercial premises served by Metergy, or who uses or benefits from the supply of Commodities at such premises, and includes any person deemed to have an implied contract with Metergy in accordance with Section 6.4.3 of these Conditions of Service.

“Resident Terms of Service” means the terms of service governing the Customer’s use of Metergy’s services, a copy of which is available at www.metergysolutions.com/resident-terms-of-service-us or can be obtained by contacting Metergy’s Customer Care Center (refer to Section 1.5).

“Governmental Authority” means any national, federal, state, territorial, regional, municipal, or local government or other political subdivision thereof and any person exercising any executive, regulatory, judicial, or administrative authority thereof.

“Metergy” means Metergy Solutions LLC, and its successors and assigns.

SCHEDULE A: STANDARD SERVICE CHARGES*

Last Updated: November 1, 2026

The following Standard Service Charges are updated periodically and are subject to change. We will provide notice if and as required by Applicable Laws. All fees listed below are exclusive of applicable taxes.

Type	Fee
New Service Set-up (first commodity)	Residential \$15.00, Commercial \$50.00
New Service Set-up (each additional commodity)	Residential \$10.00, Commercial \$25.00
Final Bill Fee	\$15.00
Administration Fee (may be referred to as “Service Charge” on Customer invoices)	Fees vary by building. Please contact a Metergy representative (refer to Section 1.5) for more information.
Security Deposit (if applicable)	Fees vary by jurisdiction and customer type. Please contact a Metergy representative (refer to Section 1.5) for more information.
Late Payment	1.5% of outstanding balance, monthly (19.56% annually)
Non-Sufficient Funds / Returned Check	\$50.00
Meter Dispute (where no defect found)	\$300.00
Disconnection (where permitted)	Fees vary by jurisdiction
Reconnection (during regular business hours)	Fees vary by jurisdiction
Reconnection (after regular business hours)	Fees vary by jurisdiction
Paper Bill Service (per bill)	\$2.10
Convenience Fee (for online payments; does not apply to physical check or bill pay via Customer’s bank)	\$2.95

*Standard Service Charges may differ by State, Building, submetered service and/or customer type or as required by Applicable Laws. Please contact a Metergy representative (refer to Section 1.5) for more information.