

Website Terms of Service

Your use of the websites and mobile sites on which these terms reside (collectively, the “Site”), and the features at this Site are subject to these Terms, which we may update from time to time. **Please read these Terms carefully before using this Site.** The Site is owned or controlled by Vistra Energy Corp. and its respective subsidiaries and affiliates (“Company”, “we”, “us”, “our”). This Site is intended for and applicable only for residents of the United States, eighteen (18) years of age or older. If you are from another jurisdiction or under eighteen years of age, you may not use this Site. BY ACCESSING THIS SITE IN ANY WAY, INCLUDING, WITHOUT LIMITATION, BROWSING THIS SITE, USING ANY INFORMATION, AND/OR SUBMITTING INFORMATION TO COMPANY, YOU AGREE TO AND ARE BOUND BY THE TERMS, CONDITIONS, POLICIES AND NOTICES CONTAINED ON THIS PAGE (THE “TERMS”), INCLUDING, BUT NOT LIMITED TO, CONDUCTING THIS TRANSACTION ELECTRONICALLY, DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, BINDING ARBITRATION, AND A CHOICE OF TEXAS LAW.

From time to time we may update this Site and these Terms. Your use of this Site after we post any changes to these Terms constitutes your agreement to those changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version. Company may, in its sole discretion, and at any time, discontinue this Site or any part thereof, with or without notice, or may prevent your use of this Site with or without notice to you. You agree that you do not have any rights in this Site and that Company will have no liability to you if this Site is discontinued or your ability to access the Site or any content you may have posted on the Site is terminated for any reason. **In addition, when using particular services, your transactions or services may be subject to additional terms and conditions applicable to such services which may be posted from time to time. All such additional terms and conditions are hereby incorporated by reference into these Terms.**

Binding Arbitration

You and Company agree that any controversy or claim arising out of or relating to the Site, use of the Site, these Terms and/or the [Privacy Policy](#) shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for you in your hometown area), or at such other location as may be mutually agreed upon by the parties, in accordance with the applicable procedural rules set forth in the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The JAMS Rules and Procedures are available at www.jamsadr.com or by calling (800) 352-5267. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. Alternatively, you may assert your claims in small claims court in accordance with these Terms if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The arbitrator shall apply Texas law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. If you initiate arbitration against Company, you will not be responsible for professional fees for the arbitrator’s services or any other JAMS fees. If Company initiates arbitration against you, Company will pay for the arbitrator’s services and any other JAMS fees associated with the arbitration. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Company shall be

entitled to arbitrate their dispute. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.

BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION. DO NOT USE THIS SITE IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.

Company Content

Content on this Site that is provided by Company or its licensors, including certain graphics, photographs, images, screen shots, text, articles, digitally downloadable files, trademarks, logos, product and program names, slogans, and the compilation of the foregoing (“Company Content”) is the property of Company and its licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws.

You agree not to download, display or use any Company Content located on the Site for use in any publications, in public performances, on websites other than this Site for any other commercial purpose, in connection with products or services that are not those of Company, in any other manner that is likely to cause confusion among consumers, that disparages or discredits Company and/or its licensors, that dilutes the strength of Company's or its licensor's property, or that otherwise infringes Company's or its licensors' intellectual property rights. You further agree to in no other way misuse any Company Content or third party content that appears on this Site.

Use of the Site, Posting and Linking Policies

The following requirements apply to your use the Site: (a) you will not use any electronic communication feature of the Site for any purpose that is unlawful, tortious, libelous, defamatory, harassing, abusive, obscene, vulgar, sexually explicit, intrusive on another's privacy, or inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic; (b) you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (c) you will not collect or store personal data about other users; (d) you will not use the Site for any commercial purpose not expressly approved by Company in writing; (e) you will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; (f) you will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.

From time to time on certain areas of our Site you may be able to submit photos, written posts and certain other materials (“User Content”). By using these features, you agree that you will not post any such User Content that is unlawful, tortious, libelous, defamatory, harassing, abusive, obscene, vulgar, sexually explicit, intrusive on another's privacy, or inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic; that you will not post any User Content that contains personal information about or the likeness of any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential; that you will not post any User Content that is clearly false or misleading; that you will not impersonate any person or organization, including without limitation, the personnel of Company, or misrepresent an affiliation with

another person or organization; and you will not post or upload any User Content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Site, or any feature of the Site. Notwithstanding the foregoing, these Terms in no way limit your rights under the Consumer Review Fairness Act of 2016.

By displaying, publishing, or otherwise posting any User Content on or through the Site, you hereby grant to Company a non-exclusive, sub-licensable, worldwide, fully-paid, royalty free license to use your User Content (including, without limitation, to modify, publicly perform, publicly display, reproduce, and distribute such User Content) in any and all media now known or hereinafter developed without the requirement to make payment to you or to any third party, or the need to seek any third party permission. This license includes the right to host, index, cache, distribute, and tag any User Content, as well as the right to sublicense User Content to third parties, including other users, for use on other media or platforms known or hereinafter developed, such as for use on mobile phones, or in video, music, or software programs. You continue to retain all ownership rights in your User Content, and you continue to have the right to use your User Content in any way you choose, subject to these Terms and the license described herein. You represent and warrant that you own the User Content submitted, displayed, published or posted by you on the Site and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any User Content you submit, and our use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity. Notwithstanding the foregoing, you further understand and agree that you have no ownership rights to any account you may have with us, or other access to the Site or features therein. Company may cancel your account and delete all User Content associated with your account at any time, and without notice, including without limitation if Company deems that you have violated these Terms, the law, or for any other reason.

Company assumes no liability for any information removed from our Site, and reserves the right to permanently restrict access to the Site or a user account. Company does not endorse, verify, evaluate or guarantee any information provided by users and nothing shall be considered as an endorsement, verification or guarantee of any User Content. You shall not create or distribute information, including but not limited to advertisements, press releases or other marketing materials, or include links to any sites which contain or suggest an endorsement by Company without the prior review and written approval of Company.

You agree to indemnify and hold Company, its parents, subsidiaries, officers, employees, and website contractors and each of their officers, employees and agents harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your violation of these Terms, including the posting policy, or any violations thereof by your dependents or which arises from the use of User Content you submitted, posted, or otherwise provided to Company or this Site.

You may link to the Sites' respective home page provided you comply with the following terms and conditions:

- You must link to the home page only. Links to other pages on the Sites are prohibited. Permission to link to any web page other than the "home page" must be obtained in writing from us in advance. Contact us to receive appropriate authorization.
- Links must be an active, text-based hyperlink. You may not use any of our logos.
- You may not create frames around the Sites' respective homepages or use other techniques that alter the visual presentation or appears of the Sites.

- You will not imply that we are endorsing you and/or any of the products or services that you provide. You will not misrepresent your relationship with us or any of our affiliates or any of the products and/or services that we or our affiliates provide.
- You acknowledge and agree that we have no responsibility or liability for any content that appears on the website from which you link to the Sites.
- You agree to cooperate with us in causing any unauthorized linking immediately to cease.

Monitoring of On-line Chat or Telephone Conversations

The Site may allow you to have an on-line chat session with us or provide telephone contact information. These functions are only allowed for business purposes directly related to the Site. We may, for quality assurance purposes and where allowed by law, monitor, record, and/or transcribe the contents of these communications. Subject to applicable law, by contacting us you agree that your communication may be monitored, recorded, and/or transcribed and you consent to the monitoring, recording, and/or transcribing. Records will be kept in accordance with any applicable legal requirements and, if none exist, may be disposed of at our sole discretion.

Accounts, Passwords, and Security

Certain areas of the Site require registration or otherwise ask you to provide information to participate in certain features or access certain content. If you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Site, or any features at all.

If the Site requires you to create an account or otherwise submit information, you must complete the specified process by providing us with current, complete, and accurate information as requested by the applicable registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. During the registration process, you will be asked to enter your name and valid e-mail address and choose a password. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify Company immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides you access to the Site. Company is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge, and is not responsible for any delay in shutting down your account after you have reported a breach of security to us.

Use of Credit Card

If you wish to purchase any product or service made available through the Site, you will be asked to supply certain information relevant to your transaction, including without limitation your credit card number, the expiration date of your credit card, your billing address, and your shipping information. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION.** By submitting such information, you grant us or the third party collecting that information on our behalf the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any transaction.

Representations, and Limitations of Liability

Company makes no representations about the reliability of the features of this Site, the Company Content, User Content, or any other Site feature, and disclaims all liability in the event of any service failure. You acknowledge that any reliance on such material or systems will be at your own risk. Company makes no representations regarding the amount of time that any Company Content or User Content will be preserved.

The Internet may be subject to breaches of security. Company is not responsible for any resulting damage to any user's device or computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that e-mail and other submissions over the Internet may not be secure, and you should consider this before e-mailing Company any information or posting information to the Site. Company makes no representation or warranty whatsoever regarding the suitability, functionality, performance, availability or operation of the Site. This Site may be temporarily unavailable due to maintenance or malfunction of computer equipment.

THIS SITE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THIS SITE OR ANY INFORMATION OR SOFTWARE THEREIN. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (COLLECTIVELY, "DAMAGES") THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS SITE, NOR SHALL COMPANY BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THIS SITE'S RECORDS, PROGRAMS, OR SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL COMPANY OR ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF COMPANY'S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

ANY PRODUCTS AND/OR SERVICES DESCRIBED ON THE SITE ARE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED FOR SALE. THE INFORMATION ON THE SITE IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.

Third Party Websites, Applications, and Services

This Site may hyperlink to other third-party services, websites, applications, software, and other content from third-party providers such as social media partners, wireless carriers, and third-party software application developers ("Third-Party Services"). Third-Party Services are not maintained by or related to

Company. Hyperlinks are provided as a service to users and are not sponsored by or affiliated with this Site or Company, and Company makes no representations or warranties about the content, completeness, or accuracy of those Third-Party Services. Company is not responsible for the availability of such Third-Party Services, and does not endorse nor is responsible or liable for any content or other materials on or available from such Third-Party Services. Your use of the Third-Party Services may be subject to additional terms, including software license terms, of those third parties.

Information you submit through a Third-Party Service is subject to the terms of that Third-Party Service's privacy policy, and Company has no control over how your information is collected, used, or otherwise handled. Users who utilize Third-Party Services should be aware that account and other personal information held by those third parties may be transmitted through and stored on servers and/or applications located in the United States and elsewhere. You understand and agree that the companies that provide the Third-Party Services may access, use and share certain information about you, if you use the Third-Party Services. You understand and agree Company is not responsible for these companies, or their use of any other of your information. Your use of the Third-Party Services is at your own risk.

Miscellaneous

Both you and Company acknowledge and agree that no partnership is formed and neither of you nor Company has the power or the authority to obligate or bind the other.

These Terms will be governed by and construed in accordance with the internal laws of Texas without regard to conflicts of laws principles.

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SITE AND/OR THESE TERMS, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. These Terms operate to the fullest extent permissible by law.

On certain areas of our Site, you may be given the ability to provide us with personally identifiable information. Please read our [Privacy Policy](#) for more information about our information collection and use practices.

The failure of Company to comply with these Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state or local governmental authorities or for any other reason beyond the reasonable control of Company, shall not be deemed a breach of these Terms.

If Company fails to act with respect to your breach or anyone else's breach on any occasion, Company is not waiving its right to act with respect to future or similar breaches.

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of service and shall not affect the validity and enforceability of any remaining provisions.

These Terms constitute a binding agreement between you and Company and is accepted by you upon your use of the Site or your account. These Terms constitute the entire agreement between you and Company regarding the use of the Site and your account. By using the Site you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.