

## Autopay Terms & Conditions

These Autopay Terms and Conditions (“Autopay Terms”) apply to your enrollment in the recurring payment program (“Autopay”) offered by Tomorrow Energy Corp (“Tomorrow Energy”). The terms “you” and “your” shall mean the account holder, the account holder’s spouse, and/or the account holder’s authorized agent (as applicable). The terms and conditions of Tomorrow Energy’s Terms of Service apply to the online bill payment service and are incorporated by reference herein. These Autopay Terms shall be effective as of the date of your enrollment in Autopay and shall expire upon termination as provided elsewhere herein.

1. By enrolling in Autopay, you authorize Tomorrow Energy: (a) to initiate recurring automated clearing house (ACH) debit entries or debit card payments from the checking or savings account specified by you; or (b) to initiate recurring charges from your specified credit card.

The amount debited from your checking or savings account or charged to your credit card shall be the amount of your then-current Tomorrow Energy statement. Once your enrollment in Autopay is processed, all payments will be automatically withdrawn from your specified checking or savings account or charged to the designated credit or debit card on the statement’s due date (approximately sixteen (16) days after the invoice date), unless your authorization is terminated in the manner described herein.

2. You agree to be bound by any rules by your financial institution in connection with pre-authorized electronic funds transfers and/or your debit or credit card issuer in connection with pre-authorized debit or credit card transactions. You shall be responsible for all fees charged by your financial institution associated with the pre-authorized payment option.

3. You have the right to terminate your authorization at any time online, by calling Tomorrow Energy at (888) 682-8082 (toll-free) and requesting to terminate automatic payments with a Tomorrow Energy representative. You agree and acknowledge that such termination may require up to 10 business days to take effect and that if you have any outstanding or delinquent balances owed to Tomorrow Energy at the time of such cancellation request, those charges will be drafted before your cancellation request is processed or completed. Tomorrow Energy may terminate your participation in Autopay at any time Tomorrow Energy, in its sole, exclusive, and unfettered discretion, deems necessary.

4. You agree and acknowledge that it is your responsibility to update all changes to your checking/savings account or credit/debit card information by contacting Tomorrow Energy. If you do not update your checking/savings account or credit/debit card information and Tomorrow Energy is unable to charge your credit card or withdraw funds from your debit card, checking account, or savings account for the amount due on your Tomorrow Energy account, you may be subject to applicable insufficient funds fees, late payment penalties, disconnection, and any fees or charges assessed by your financial institution.

5. YOU AGREE THAT TOMORROW ENERGY SHALL BEAR NO LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT YOU MAY INCUR AS A RESULT OF A PAYMENT MADE ON ITEMS INCORRECTLY BILLED OR FOR ANY DELAY IN THE ACTUAL DATE ON WHICH YOUR ACCOUNT IS DEBITED OR YOUR CREDIT CARD IS CHARGED. In the event that your account is debited or your credit card is charged in excess of your current balance, you agree and acknowledge that your sole remedy is a refund or account credit equal to the amount of such excess. You further agree and acknowledge that Tomorrow Energy shall bear no liability or responsibility for any fees or charges assessed by your financial institution, including but not limited to overdraft fees, over-limit fees, and overdraft protection transfer fees.

7. Tomorrow Energy reserves the right to change these Autopay Terms or terminate the Autopay program at any time. Notice may be given on or with your statement or by other methods.

8. These Autopay Terms do not in any way terminate, amend, or modify other terms, agreements, or policies that apply to your Tomorrow Energy account or any Tomorrow Energy services you receive or other agreements you may have with Tomorrow Energy.