



Electronic Communications Disclosure

We want to provide you with communications electronically and conduct business with you electronically. Certain laws and regulations require us to provide communications to you “in writing,” which means you may be entitled to receive the information on paper. The Electronic Signatures in Global and National Commerce Act (the “E-Sign Act”) allows us to provide you communications electronically and to conduct transactions with you electronically, with your consent. We also need your general consent to use electronic records and signatures in our relationship with you. Before we can provide you with any Services (as defined below), you must review and consent to the terms outlined below.

Please read this Electronic Signature and Communication Disclosure (“Electronic Disclosure”) carefully prior to providing us with your consent. This Electronic Disclosure describes how we deliver and receive communications to and from you electronically and asks you to consent to doing business with us electronically and to use electronic records and signatures in our relationship with you. If you do not agree to this Electronic Disclosure or you later withdraw your consent provided herein, you may not be able to continue to use our Service if they are provided electronically only.

The words “we,” “us,” and “our” means Atlantic Energy Group, LLC, its agents, affiliates, representatives, service providers, assignees and successors, and the words “you” and “your” means you, the individual and any entity on whose behalf you may be acting (if any), who has submitted a request for Services or otherwise uses, accesses, or interacts with Services. “Communication” means each application, agreement, disclosure, notice, fee schedule, response to claims, statement, privacy policy, record, document and/or other information or documents related to the Services or that you sign, submit, or agree to at our request. “Services” means each and every product or service we offer or will offer.

Scope of Communications to Be Provided in Electronic Form

This Electronic Disclosure applies to all Communications and Services. When you agree to the terms of this Electronic Disclosure, you agree that we may provide you with Communications in electronic format, to the extent permitted by law, unless and until you withdraw your consent as described below. Your consent to receive Communications and initiate or enter into transactions electronically includes, but is not limited to:

- All legal and regulatory disclosure and communications associated with the Services.
- Services terms and conditions and any and all agreements by and between you and us that relate to Services, as well as any amendment to those terms and conditions.
- Privacy policies and notices.
- Response to claims filed in connection with Services.
- Statements and account disclosure.
- All communications between us and you concerning the Services and any related transaction, products, or services.
- Any notices provided by a utility provider or any other third party in connection with the Services.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in a Communication that you may deliver that notice to us electronically.



Methods of Providing Communications to You in Electronic Form

All Communications that we provide in electronic form will be provided either (i) email, (ii) access to a website designated in an email notice from us, (iii) through any mobile application we may make available, (iv) to the extent permitted by law, by access to a website generally designated in advance for such purpose, (v) by SMS or text message, to the extent permitted by law and pursuant to our SMS Terms of Service, or (vi) in the manner specified in any other agreement we or our affiliates have with you. Communications shall be deemed delivered when sent to the email address or other electronic contact information last provided by you, regardless of whether you actually access or read the Communication, except where prohibited by applicable law. If you seek to obtain a new product, service, or account with us, we may, but are not required to, remind you that you have already consented to receiving electronic Communications and using electronic signatures in your relationship with us.

How to Withdraw Consent

You may withdraw your consent to receive Communications in electronic form by contacting us. We will not impose any fee to process the withdrawal or your consent to receive electronic Communications; however, if you withdraw your consent, we may terminate your access to the Services. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal. If you withdraw consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

How to Update Your Records

It is your responsibility to provide us with true, accurate, and complete email address, contact information, street address, and other information related to this Electronic Disclosure or Services and to maintain and update promptly any changes in this information. You can update such information (such as your email address) by contacting us. We are not responsible for any delay or failure in the receipt of the Communications if we send the Communications to the last email address you provided to us.

Hardware and Software Requirements

In order to access, view, retain, and receive Communications that we make available, you must have a computer with an internet connection with 128-bit encryption that is running Mac OS X or higher, or Windows 7 or higher, and Safari, Internet Explorer 10 or higher, Chrome, or Firefox; or a mobile device that is running iOS 6.0 or higher, or android 4.0 or higher and Safari, Android Browser, or Chrome, a valid email address; sufficient storage space to save Communications and the capability to print the Communications from your computer or mobile device; a current version of a program that accurately reads and displays Portable Document Format or "PDF" files. We may update these requirements as necessary to preserve the ability to receive electronic Communications. Continuing to use our Services after receiving updates to our Hardware and Software requirements signifies your acceptance of the change and reaffirmation of your consent and we will not send you notice of the change unless required by law.

Requesting Paper Copies

You can obtain a paper copy of a Communication by printing it yourself or by requesting that we mail you a paper copy. We will not send paper copies of any Communication; however, we



reserve the right, but assume no obligation, to provide a paper - instead of electronic – copy of any communication that you have authorized us to provide electronically. To request a paper copy, contact us. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to your authorization. We will disclose any charge prior to delivery of paper copies of such Communication.

Communications in Writing

You agree that all electronic Communications shall be considered “in writing” and have the same meaning and effect as if provided in paper form, unless you have withdrawn your consent to receive Communications electronically and we have a reasonable period of time to process your withdrawal as set forth herein. You should print or download for your records a copy of this Electronic Disclosure and any other Communication that is important to you.

Federal Law

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal E-Sign Act, and that you and we both intend that the E-Sign Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes

We reserve the right, at our sole discretion, to discontinue the provision of electronic Communications, or to terminate or change the terms of the Electronic Disclosure and conditions upon which electronic Communications are provided. Subject to the terms herein, we will provide you with notice of any such termination or change to the extent required by law.

Consent By Clicking the Checkbox and “Submit Form” or “Agree” Button or Similar Button or By Applying for or Using Services

You give us affirmative consent to provide you with electronic Communications as described herein and agree to the terms of this Electronic Disclosure. You agree that clicking the “Submit Form” or “Agree” button or similar button or by applying for or using a Service is the legal equivalent of your physical signature on this Electronic Disclosure. No certification authority or other third-party certification is necessary to validate your signature, and the lack of such certification or third-party verification will not in any way affect the enforceability of your signature or any resulting contract. By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive, retain, and review electronic Communications, and that you have an active email account. You also confirm that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners and/or service users identified with your Service.

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