

# Refer a Friend Program Terms and Conditions

Last Updated: September 5, 2023

Thank you for your interest in BKV Energy’s Refer a Friend Program, which rewards you for referring new customers who enroll in our electricity services. These Terms and Conditions (“Terms”) govern your participation in the Refer a Friend Program and are a binding agreement between you and BKV-BPP Retail, LLC (d/b/a “BKV Energy”) and its applicable affiliates (together with its successors and assigns, “BKV Energy” “we” and “us”) and are effective until your participation in the Refer a Friend Program terminates.

BY PARTICIPATING IN THE REFER A FRIEND PROGRAM, YOU EXPRESSLY AGREE TO BE BOUND BY AND ABIDE BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS INCLUDING ANY UPDATES TO THE TERMS, YOU MAY NOT ACCESS OR PARTICIPATE IN THE REFER A FRIEND PROGRAM, AND YOU MUST IMMEDIATELY DISCONTINUE ANY AND ALL PARTICIPATION IN THE REFER A FRIEND PROGRAM, INCLUDING ANY LINKS PROVIDED TO YOU.

**CHANGES TO THE TERMS:** We may change these Terms on a going-forward basis at any time and in our sole discretion. For a material change to the Terms applicable to you, our notice to you may include sending a message to the email address you provided to us and/or notice through the Refer a Friend Program dashboard. We also will update the “Last Updated” date at the top of these Terms when we make changes. We encourage you to review the Terms from time to time to ensure you understand the terms and conditions that apply to your access to, and use of, the Refer a Friend Program.

Your continued participation in the Refer a Friend Program following any changes to these Terms will constitute your acceptance of those changes. If you do not agree to the revised Terms, you must stop participating in the Refer a Friend Program. Your participation in the Refer a Friend Program includes compliance with the general terms of BKV Energy’s website, which can be found [here](#) (“Terms of Use”), and your applicable agreement for residential electricity services with BKV Energy. These additional agreements are

incorporated by this reference.

BKV Energy reserves the right, at its sole discretion, to change rewards or credits and/or eligibility criteria, and to suspend, modify or terminate the Refer a Friend Program for any reason or for no reason. All information collected by BKV Energy in connection with the Refer a Friend Program will be collected and used in accordance with the [Privacy Policy](#).

# 1. The Refer a Friend Program

(a) If you choose to participate in the Refer a Friend Program, we will issue rewards or credits to you for each “Qualified Referral,” which is defined as an eligible new BKV Energy member who successfully enrolls in our residential electricity services as determined solely by us.

(b) A new member is considered to be a Qualified Referral by meeting all of the following conditions for the state in which the new member’s electric utility account is located:

Texas:

- The new member is not nor never has been a retail electricity customer of BKV Energy.
- The new member enrollment is for a qualifying residential electricity account in a service territory served by BKV Energy.
- The new member enrollment is for a legitimate and bona fide residential electricity customer account enrolled by an authorized representative for the account.
- The new member enrollment has been referred to us by another program participant.

(c) Referral rewards or credits typically will be applied to your BKV Energy bill when your Qualified Referral reaches their third bill for residential electricity services and only if the Qualified Referral remains current with no past due balances. You will only receive rewards or credits if your Qualified Referral enters your referral ID during the enrollment process.

(d) Referral rewards or credits are non-transferable and non-refundable. BKV Energy will determine the type and amount of rewards or credits which may change at any time without notice. Rewards and credits are subject to availability. All determinations regarding

entitlement to rewards and credits will be made by BKV Energy in its sole discretion.

(e) You must be an BKV Energy customer throughout the time you are participating in the Refer a Friend Program. To receive your referral reward or credit, you must have an BKV Energy account on the date the reward or credit is to be provided.

## 2. Restriction

(a) The Refer a Friend program is intended to reward existing BKV Energy customers for referral of new customers who are within the customer's social network, such as friends, family, social acquaintances, etc. Any promotion or recommendation of BKV Energy's services should be based on your personal knowledge and experience as an existing customer of BKV Energy. The program is not a sales incentive program and participants are not authorized in any way to represent BKV Energy as an agent, nor are you authorized to act as a broker for retail electricity services as that term is defined in [PUCT Substantive Rules §25.112](#).

(b) Referrals by, or new accounts created by, any non-human or fraudulent method or actor, including any "bot" or automated program, are not valid and will not constitute Qualified Referrals or count toward rewards or credits.

(c) You may not utilize advertising methods to identify or solicit Qualified Referrals. Prohibited promotional activities include, but are not limited to, advertising commonly referred to as "spamming" and other generally prohibited forms of advertising including the use of unsolicited commercial email (UCE), postings to non-commercial newsgroups. Cross-posting to multiple newsgroups at once or posting to groups or individuals in violation of an acceptable use policy or group rules is prohibited.

(d) You may not promote BKV Energy's services through commercial methods such as the use of paid media, banner advertisements, sponsored search results, commercial email marketing, and billboards. You may recommend BKV Energy's services to potential Qualified Referrals through your social media accounts and other non-commercial methods if such promotional activities: (i) contain accurate, up-to-date information about BKV Energy's Refer a Friend Program, (ii) meet all applicable laws and regulations, (iii) do not compete with BKV Energy's marketing or cause confusion for potential members, and (iv) uphold the integrity of BKV Energy's brand as determined by us in our sole discretion.

(e) You may not promote BKV Energy's services in any way that effectively conceals or misrepresents your identity, your domain name, or your return email address. You must always clearly represent yourself as independent from BKV Energy.

(f) You may not misrepresent or embellish our relationship with you (including by expressing or implying that we support, sponsor, or endorse you), or express or imply any affiliation between us and you or any other person or entity except as expressly permitted by these Terms.

(g) You may not promote BKV Energy on any website or in connection with any material that:

- Promotes sexually explicit materials;
- Promotes violence;
- Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Promotes illegal activities;
- Incorporates any materials that infringe or assist others to infringe on any copyright, trademark or other intellectual property rights or to violate the law;
- Includes "BKV Energy" or variations or misspellings thereof in its domain name;
- Is otherwise in any way unlawful, harmful, threatening, defamatory, obscene, harassing, or racially, ethnically or otherwise objectionable to us in our sole discretion;
- Contains software downloads that potentially enable diversions of commission from other affiliates in our program;
- Operates in a manner that resembles our website or that leads customers to believe you are BKV Energy or any other affiliated business;
- Causes confusion for potential members about or with BKV Energy or its products and services;
- Contains viruses or other computer programming tactics that are intended to damage, interfere with, or intercept the system data or member information of end users; or
- Uses any method for the automatic redirecting of potential members, auto-spawning of browsers, generating of click-throughs, or placing of links that automatically reload or go to another page, without affirmative action by the potential member.

(h) We may monitor your distribution of the Referral Link and promotion of BKV Energy, including but not limited to, in order to ensure that you maintain accurate content and brand representation and to verify compliance with these Terms. You agree that, upon request from BKV Energy, you will immediately remove any referrals and content (including those in paid media) that do not comply with these Terms.

### **3. Additional Terms and Conditions**

(a) It is solely your responsibility to follow all applicable intellectual property, privacy and other laws that pertain to your participation in the Refer a Friend Program or refer to BKV Energy. Any referred members are BKV Energy's (not your) customers. You have no rights to any information, data, or other benefit (except as expressly set forth in these Terms) arising out of such member's use of BKV Energy's services.

(b) It is your responsibility to determine what, if any, taxes or other legal obligations apply to your participation in the Refer a Friend Program and the rewards and credits you receive. It is solely your responsibility to assess, report and remit the correct taxes, fees or payments to the appropriate authority or entity. BKV Energy is not responsible for determining whether any taxes, fees or payments apply to your participation including your rewards and credits, or for calculating, reporting or remitting taxes, fees or payments.

(c) You are solely responsible for purchasing, maintaining and using at your own expense all utility, Wi-Fi, access to the internet, communications and other equipment and devices necessary to participate in the Refer a Friend Program.

(d) You agree that you are not an agent of BKV Energy and that nothing in these Terms will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and BKV Energy. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your website or any other of your website or otherwise, that reasonably would contradict anything in this Section.

(e) The Refer a Friend Program is void where prohibited or restricted.

## **4. Fraud**

Use of automated, robotic, programmed and like methods of online participation are prohibited. Persons who tamper with or abuse any aspect of the Refer a Friend Program, as determined by BKV Energy in its sole discretion, will be disqualified. If you use fraud or otherwise abuse the Refer a Friend Program, you will forfeit any and all rewards or credits received as part of a Refer a Friend Program and BKV Energy may suspend or terminate your participation in the Refer a Friend Program or in any other BKV Energy services or programs. BKV Energy may also prosecute you to the full extent of the law.

## **5. Termination**

(a) You may end your participation in the Refer a Friend Program at any time. BKV Energy reserves the right to terminate these Terms and your participation in the Refer a Friend Program immediately and without notice to you should you breach these Terms. If such breach is detected, BKV Energy shall not be obligated to issue or honor any rewards or credits issued to you as a result of such breaching activity.

## **6. Questions**

If you have any questions, please contact BKV Energy at 4800 Blue Mound Road, Fort Worth, Texas 76106.