

DONATION PAYMENT TERMS AND CONDITIONS



Donation Representations

By initiating an online donation or registering for one of our recurring donation programs, you represent, warrant and certify that (i) you are at least 18 years of age; (ii) you authorize Ambit Cares to follow the donation payment instructions that we receive from you; (iii) any Payment Account you add to your profile is an account from which you are authorized to make payments; (iv) any donation you make using the online donation form will debit a Payment Account that you are legally authorized to use; (v) you authorize Ambit Cares to debit your Payment Account and remit funds on your behalf; (vi) you authorize Ambit Cares to credit your Payment Account for payments returned for any reason; (vii) your participation in the online donation service does not violate any laws or regulations; and (viii) you agree to be bound by these Terms and Conditions.

One-Time Donations to Ambit Cares

Stand alone, one-time donations can be made through our Ambit Cares website using a credit or debit card and will be subject to these Terms and Conditions. Receipts for one-time donations will be emailed to the donor at the email address given at the time of donation.

If you are an Ambit Energy Customer and you choose to donate at the time you are processing your Ambit Energy payment, your donation can be made by any of the one-time payment methods available on those websites. Your donation will be combined with the outstanding balance being paid and processed as a single transaction.

Those combined payments will be governed by the Payment Terms and Conditions issued by Ambit Energy which can be found on the Ambit Energy website.

Recurring Donations through Ambit Energy's Pay It Forward Program

If you choose to donate using any one of Ambit Energy's **Pay It Forward** program alternatives, your recurring donations will be combined with current monthly energy payment due to be processed and authorized for Ambit Energy through their Automatic Payments program and processed as a single transaction.

Payment Terms and Conditions that govern Ambit Energy's Automatic Payments program can be found on the Ambit Energy website.

Changes to or Cancellation of Your Pay It Forward Donation Instructions

If you are a donor using one of Ambit Energy's **Pay It Forward** options, you may visit your MyAmbit Account page in order to make changes to your account or donation schedule. You may also contact a member of our Customer Care team at (877) 282-6248. For security reasons, we do not recommend you send changes or updates to your credit card by postal mail or via email.

You may cancel a donation that has been scheduled for payment but has not yet begun processing by calling Ambit Energy at (877) 282-6248. There is no charge from Ambit Energy for cancelling an online payment including a donation. Once Ambit Energy has begun processing a combined payment it cannot be cancelled or edited, therefore you must submit a request to stop payment to your financial institution.

Donation Refund Policy

If you have made an error in making your donation or change your mind about contributing to Ambit Cares, we will honor your request for a refund as long as it is made within five (5) days of your donation. To request a refund, call (877) 282-6248. Refunds will be returned using the original method of payment within fifteen (15) days.

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Failed or Returned Transactions/Incorrect Debit Amount

By donating, you are requesting Ambit Cares to process a donation for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction or your credit limit would be exceeded), the transaction will not be completed.

You shall be solely responsible for any fees you incur due to failed or returned transactions caused by circumstances beyond the control of Ambit Cares.

If an incorrect amount of funds is debited from your Payment Account, Ambit Cares shall be responsible for returning the improperly debited funds to your Payment Account, and, if applicable, for any late payment related charges.

Confidentiality & Privacy

Use of Ambit Cares online donation service is solely at your own risk. Although Ambit Cares attempts to maintain the confidentiality of your personal information, we cannot guarantee it. Ambit Cares will not be responsible for any security breach of your personal information or loss resulting from a third party or a cause over which we do not have direct control, including, but not limited to, unauthorized access, failure of communication lines and natural disasters. Ambit Cares reserves the right to view, monitor and record activity on the online payment program without notice to you.

Changes to These Terms and Conditions

Ambit Cares reserves the right to change these Terms and Conditions from time to time and will provide notice to participants in our monthly donation programs of changes as they occur. You agree to changes to the Terms and Conditions if you use the online donation service after you receive notice of such changes.

Ambit Cares may terminate or suspend the online donation service or the **Pay It Forward** program at any time for any reason with written notice to you.