

# **Terms and Conditions**

*Dated February 12, 2026*

## **INTRODUCTION**

You have accessed the website or mobile application (collectively, the “Website”) of All Choice Energy Holding LLC (together with its subsidiaries, “All Choice Energy”). For purposes of these Terms of Use, the term “Website” includes the website of All Choice Energy, which is accessible at [www.allchoiceenergy.com](http://www.allchoiceenergy.com).

The Website consists of assorted web pages, all of which are created and maintained by All Choice Energy. While accessing and using the Website, you are able to contact All Choice Energy. The Website is made available to you conditioned on your agreement, without condition or modification, to abide by these terms and conditions, all applicable laws (collectively, the “Terms of Use”) and our Privacy Policy, which is accessible by clicking on “Privacy Policy” at the bottom of any page on our Website. Your launch and use of the Website or access and/or participation in any interactive communication with us will mean your unconditional agreement to these Terms of Use and the Privacy Policy. Therefore, please review these Terms of Use carefully before using the Website. If you do not consent to all of these Terms of Use, as is, please close this Website and cease your use of it immediately.

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The terms “All Choice Energy,” “Company,” “we,” and “our,” are used throughout this Website for purposes of convenience and are intended to refer to All Choice Energy Holding LLC and/or its subsidiaries, either individually or collectively, as the context may require. These references are not intended to suggest that the various All Choice Energy companies referred to are not independent corporate entities having separate corporate identities and management.

## **COMMUNICATION AND PRIVACY**

All Choice Energy owns this Website. If you have any questions about our Website, Terms of Use and/or Privacy Policy, you may contact us as follows:

All Choice Energy Holding LLC  
c/o Customer Service  
3 School Street, Suite 101B  
Glen Cove, New York 11542  
[customerservice@allchoiceenergy.com](mailto:customerservice@allchoiceenergy.com)

We understand that many visitors to our Website are concerned about the information they may provide and how we may use that information. Our Privacy Policy [Hyperlink to Privacy

Policy] governs the collection, use, retention and disclosure of information we gather from the Website, and is available on the Website.

## **NO SOLICITATION**

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## **DISCLAIMER OF LIABILITY**

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You accept all risks, losses and damages that result from your use of the forgoing referenced entities, products, services and links.

## **ADDITIONAL TERMS**

All Choice Energy may revise and update these Terms of Use at any time without notice. It is your obligation to review these Terms of Use from time to time to ensure that you agree with such terms, as modified. If you do not agree with such modified terms you must exit and cease using the Website.

If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction pursuant to any applicable law then such invalid or unenforceable term will be deemed struck from these Terms of Use. In any event, the remaining provisions in these Terms of Use shall continue in full force and effect.

## **MANDATORY ARBITRATION**

- A. Scope of the Arbitration Agreement. Any dispute or claim arising from or related to our Services, these Terms & Conditions, and/or the Privacy Policy (“Dispute”) shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term “Dispute” refers to any dispute, action, claim, or other controversy between us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.
- B. Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Customer Service Team at 3 School Street, Ste 101B, Glen Cove, NY 11542 or (2) to you at the postal address on file with us. Both you and Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.
- C. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed (“AAA Rules”). For information on how to file a claim, copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. Arbitration shall take place in the country of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys’ fees and costs against you. The arbitrator’s decision shall be final, binding, and non-

appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

- D. **IMPORTANT: Waiver of Right to Bring Class Action & Representative Claims.** All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**
- E. **Governing Law.** This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the Claim, the law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."
- F. **Claims and Disputes Must be Filed Within One Year.** To the extent permitted by law, and without limiting the effect of any disclaimer contained herein, any cause of action or claim you may have with respect to your use of the Services, including, without limitation, any website or mobile application or other Services-related product, services, or other content must be commenced within one (1) year after the claim or cause of action arises. This section applies to you and your heirs, successors and assigns.