



TERMS AND CONDITIONS OF SERVICE

Name: _____

Account #: _____

- **Security Deposits, Late Fees and Collection Fees:** As a EZ member, the normal security deposit for a residential account is not required. EZ accounts are also not subject to normal residential account late fees and/or collection related fees.
- **Arrangements:** An EZ member is not eligible for payment arrangements, budget billing or bank draft. Energy assistance pledges and/or payments will be applied to the account when the payment is received.
- **New Members:** Members electing to sign-up for EZ Power must pay the normal \$25.00 residential account set-up fee, and a \$25.00 initial energy purchase (\$50.00 minimum total). EZ accounts will be charged a \$30 monthly facilities charge (as compared to the 26.00 for standard residential rate), plus energy and any relevant monthly service charges associated with the account.
- **Account Balance and Alerts:** EZ members can check their balance by accessing a SmartHub online account made available at www.syemc.com. It is the member's responsibility to ensure a credit energy balance exists on the account in order to avoid interruption in service. The Cooperative will attempt to notify the member by email regarding low balances on the account. A payment of not less than \$25.00 is required each time a payment is made.
- **Balance Calculation, Disconnection and Payment for Reconnection:** EZ account balances are calculated daily. The Cooperative will attempt to notify members of low balances via email and/or telephone, but the responsibility remains that of the member to ensure a credit balance on the account exists to avoid any disruption of service. Members are highly encouraged to register for a SmartHub online account in order to view daily usage data under the "My Usage" tab and to review payment and balance activity. An EZ account will be subject to disconnection any time the account does not have a credit balance,

including weekends, holidays, or during severe weather conditions. Any returned payments received on the account will be charged to member's account immediately. If this causes the credit balance to be exhausted, service will be disconnected on the same business day. Any tampering related activity will subject the account to immediate disconnection and any relevant tampering fees must be paid before service is reconnected.

- **Payments:** Payments must be in amounts no less than \$25.00 and transactions must occur at our Surry-Yadkin Electric office, at our 24-hour kiosk (located at drive thru), or over the phone by calling us directly at (888) 223-2059. Payments may also be made via SmartHub accounts at www.syemc.com. There are no transaction fees associated with payment.
- **Billing:** Once an EZ account is established, members will no longer receive a paper billing statement through the mail. All relevant usage and account balance information can be accessed by reviewing the SmartHub account at www.syemc.com, or by calling or visiting the Cooperative's office during business hours.
- **Inactive accounts:** A prepaid account will be considered inactive after the account has been disconnected for 7 days. If the prepaid member fails to purchase enough energy to bring the account to a credit balance during this time, the member will be mailed a final bill to the address on file. If the member decides to have the prepay account reconnected after 7 days they will need to call or visit our office during business hours. A daily fee will be charged for the days the member was disconnected or a reconnection fee of \$25.00, whichever is greater.
- **Termination of Service and Final Billing:** A full settlement will be made when participation in the prepaid account service ends and the account is sent a final bill. Service terminated at the member's request will receive a full refund of any remaining credit balance on the account. Please allow 4 weeks processing time for reimbursement after service has been terminated.
- **Conversion to Post-paid billing:** A prepaid member may elect to convert an account to a post-paid billing at any time. If conversion is desired, the Cooperative may require full payment of the deposit as a condition of continued service. The deposit will be based on the total of two times the highest bill at the service location during the preceding 12 months of active service and on the member's credit score risk initiated by the Cooperative.
- **Indemnification:** Notwithstanding any other provision of the Agreement, the prepaid account member shall assume all liability for and shall indemnify Surry-Yadkin Electric Membership Corporation and its members, trustees, directors, officers, managers, employees, agents, representatives, affiliates, successors, and assigns for – and shall hold them harmless from – any and all claims, losses, costs and expenses of any kind or nature to the extent they relate to the prepaid account, EZ Power, disconnection of the prepaid account and

interruption of service to the prepaid account, including but not limited to damages or losses from:

- (a) Personal injury or death;
- (b) Property damage;
- (c) Damages for financial or monetary losses allegedly due to disconnection of electric service, interruption of electric service or restoration of electric service to the prepaid account;
- (d) Inconvenience or discomfort from disconnection of electric service, interruption of electric service or restoration of electric service to the prepaid account;
- (e) Health problems asserted to be related to disconnection of electric service, interruption of electric service or restoration of electric service to the prepaid account;
- (f) Costs, expenses, or attorney fees incurred for a claim or lawsuit relating to disconnection of electric service, interruption of electric service or restoration of electric service to the prepaid account;
- (g) Any and all obligations asserted by or on behalf of third parties arising out of or resulting from the prepaid account;
- (h) Any and all property damage, personal injury or death related to the restoration of electric service to the prepaid account after a period of disconnection;
- (i) Any consequential damages related to the prepaid account.

Member specifically assumes as his/her sole responsibility safety for all electrical appliances and operating systems (on the member's side of the meter) (i.e. such as stoves, heaters, heating systems, irons, hair dryers, etc.) which had been operating at the time of disconnection and which may then be re-energized at time of reconnection. Member indemnifies Surry-Yadkin EMC from any damages whatsoever (personal injury, property damages, business losses, consequential damages, third party damages) related to restoration of electric service to the prepaid account.

- Contacting the Cooperative: Members should call (336) 356-8241 or (800) 682-5903, or visit our office between 8:00AM and 5:00PM for any questions concerning the prepaid account.

NOTE: Surry-Yadkin Electric reserves the right to modify these Terms and Conditions at any time and without prior notification.

Member Signature: _____ Date: _____