

SPARK HOLDCO, LLC WEBSITE PRIVACY POLICY

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TABLE OF CONTENTS

1. Introduction
2. Information We Collect About You
3. How We Use Your Information
4. Sharing Your Information
5. Links to Other Websites
6. Information Security
7. Data Retention
8. How We Will Contact You
9. Your Choices
10. Accessing, Correcting, or Deleting Your Information
11. State-Specific Privacy Rights
12. Consent to Telephone and Text Communications (TCPA Compliance)
13. Consent to Transfer
14. Children’s Information
15. Changes to This Privacy Policy
16. How to Contact Us
17. Dispute Resolution and Class Action Waiver

1. INTRODUCTION

Spark Holdco, LLC and its affiliates (collectively “us,” “we,” “our,” or “Company”) have created this Privacy Policy to apply to all users and customers of our website, mobile applications, and all digital assets contained or offered therein (collectively, our “Services”). This Privacy Policy describes the types of information we collect, how we use

it, and your rights regarding your information. It is integrated into our Terms & Conditions of Use (“Terms & Conditions”). We aim to maximize our ability to collect and use consumer information to enhance our Services while complying with applicable federal and state laws.

2. INFORMATION WE COLLECT ABOUT YOU

We may collect the following types of information about you, hereinafter referred to as “Information”:

- **(A) Information You Provide to Us:** Including but not limited to contact details (name, address, phone number, email), utility account information, Social Security number, driver’s license number, credit/financial data, energy usage details, and account preferences.
- **(B) Information We Automatically Collect:** Including IP address, device information, geolocation data, browsing history, and usage data via cookies, web beacons, and similar technologies.
- **(C) Information from Third Parties:** Including data from social media platforms, public records, and partners to enhance our Services and marketing efforts.

We collect this Information to the fullest extent permitted by law to provide, improve, and personalize our Services.

3. HOW WE USE YOUR INFORMATION

We use and process your Information for purposes including, but not limited to:

- Enrolling you in products/services and fulfilling transactions.
- Personalizing content, marketing, and advertising (including targeted ads across platforms).
- Conducting analytics, research, and business intelligence.
- Improving our Services and developing new offerings.
- Complying with legal obligations and enforcing our Terms & Conditions.
- Any other purpose disclosed at the point of collection or with your consent.

We maximize our use of your Information to enhance your experience, subject to applicable laws.

4. SHARING YOUR INFORMATION

We may share your Information as follows:

- **Third-Party Service Providers:** To perform functions like hosting, payment processing, and marketing, with contractual limits on their use.
- **Affiliates and Subsidiaries:** For shared business purposes unless you opt out (see “Your Choices”).
- **Legal Compliance:** When required by law, subpoena, or to protect our rights.
- **Business Transfers:** In mergers, acquisitions, or bankruptcy.
- **With Consent:** For additional purposes you authorize.

We may share anonymized or aggregated data without restriction.

5. LINKS TO OTHER WEBSITES

Our Services may link to third-party sites or social media platforms. We are not responsible for their privacy practices.

6. INFORMATION SECURITY

We use reasonable measures to protect your Information but cannot guarantee absolute security. You assume the risk of data transmission over the Internet.

7. DATA RETENTION

We retain your Information as long as necessary for business purposes, legal compliance, or as permitted by law. We may delete data at our discretion unless otherwise required.

8. HOW WE WILL CONTACT YOU

We may contact you via email, text, phone (including autodialed/prerecorded calls), or push notifications to provide updates, promotions, or service-related information, as permitted by law (see Section 12 for TCPA compliance).

9. YOUR CHOICES

- **Email:** Unsubscribe via the link in our emails or contact us.
- **Text Messages:** Reply “STOP” or contact us.
- **Phone Calls:** Opt out by contacting us (see Section 12).
- **Location Data:** Adjust device settings.
- **Marketing Opt-Outs:** Use tools like NAI (<http://optout.networkadvertising.org>) or About Ads (<http://optout.aboutads.info>).

We honor Do Not Track signals only where required by law.

10. ACCESSING, CORRECTING, OR DELETING YOUR INFORMATION

You may request access, correction, or deletion of your Information by contacting us at privacy@providerpower.com or 1-866-201-4035. We will comply subject to legal exceptions and verification requirements.

11. STATE-SPECIFIC PRIVACY RIGHTS

We comply with all applicable state privacy laws, including but not limited to:

- **California (CCPA/CPRA):** Rights to know, delete, opt out of sales, and non-discrimination. Submit requests at privacy@providerpower.com or 1-866-201-4035.
- **Virginia (VCDPA):** Rights to access, correct, delete, and opt out of targeted advertising/profiling.
- **Colorado (CPA):** Rights to opt out of profiling and data sales.
- **Other States:** Similar rights as enacted (e.g., Connecticut, Utah).

We process requests within legally required timeframes (e.g., 45 days under CCPA, extendable where permitted). We may retain data for legal, security, or contractual purposes.

12. CONSENT TO TELEPHONE AND TEXT COMMUNICATIONS (TCPA AND STATE DNC COMPLIANCE)

By providing us with a telephone number, including a cell phone number, you expressly agree to the following, in compliance with the federal Telephone Consumer Protection Act (TCPA), state telemarketing laws, and state Do-Not-Call (DNC) regulations:

- **Express Written Consent:** You provide prior express written consent for us, our affiliates, and third-party service providers to contact you at the provided number using autodialers, prerecorded or artificial voice messages (including AI-generated calls), and text messages for marketing, transactional, or informational purposes (e.g., promotions, account updates, service offers). This consent satisfies the requirements of the TCPA (47 CFR § 64.1200) and the most stringent state laws, such as the Florida Telemarketing Act, Texas Business and Commerce Code, and others, where applicable.
- **Scope:** This consent applies to all Services-related communications, including telemarketing calls, and is not a condition of purchase. Where permitted by law, we may contact you even if your number is on the National Do-Not-Call Registry or a state DNC list, based on your consent or an established business relationship.
- **State Do-Not-Call Compliance:** We comply with all applicable state DNC laws and lists (e.g., Florida, Texas, Pennsylvania). If you register your number on a state DNC list after providing consent, we will honor that registration and cease telemarketing calls unless an exemption applies (e.g., your prior consent or ongoing business relationship). You may revoke consent to override any exemption (see below).
- **Revocation:** You may revoke consent for calls or texts at any time by:
 - Replying “STOP” to a text message.
 - Calling 1-866-201-4035 and requesting removal.
 - Emailing privacy@providerpower.com with your request.
 - Registering your number on a state or federal DNC list (where applicable). Revocation will be processed within 30 days (or sooner if required by state law), and we will update our records to reflect your preferences across all communication channels. Revocation does not affect prior lawful communications.
- **Internal Do-Not-Call Policy:**

- **Policy Overview:** We maintain a written internal Do-Not-Call (DNC) policy in compliance with the Telemarketing Sales Rule (16 CFR § 310.4(b)(1)(iii)(B)) and applicable state laws. This policy ensures that we honor your request not to receive telemarketing calls or texts promptly and effectively.
- **Procedures:** Upon receiving a DNC request, we will:
 - Record your number in our internal DNC list within 24 hours.
 - Suppress your number from telemarketing campaigns within 30 days (or sooner if required by state law, e.g., 10 days in Texas).
 - Train employees and third-party vendors on DNC compliance annually.
 - Maintain records of DNC requests and compliance for at least 5 years.
- **Good-Faith Error Provision:** We strive to ensure full compliance with DNC requests. In the rare event of an inadvertent single call or text to your number after you've opted out—due to human error, technical failure, or database lag—we will:
 - Treat it as a good-faith error, provided it is unintentional and isolated.
 - Immediately suppress your number upon discovery or notification.
 - Take corrective action to prevent recurrence (e.g., updating systems, retraining staff). This provision aligns with industry standards and regulatory guidance, recognizing that a single error, promptly corrected, does not constitute a willful violation. However, repeated contacts after a DNC request are strictly prohibited.
- **Consumer Notification:** You may request a copy of our internal DNC policy by contacting us at privacy@providerpower.com or 1-866-201-4035.

We design our communication practices to maximize engagement while adhering to TCPA, TSR, and state DNC requirements, including honoring call time restrictions (e.g., no calls before 8 AM or after 9 PM local time unless permitted by state law).

13. CONSENT TO TRANSFER

Your Information may be processed on servers inside or outside the U.S. By using our Services, you consent to such transfers, subject to safeguards like data processing agreements.

14. CHILDREN'S INFORMATION

Our Services are for users over 18. We do not knowingly collect data from children under 13 (or higher where applicable) and will remove such data if discovered.

15. CHANGES TO THIS PRIVACY POLICY

We may update this policy at any time, effective upon posting with an updated "Effective Date." Check periodically for changes.

16. HOW TO CONTACT US

- **Email:** privacy@providerpower.com
- **Phone:** 1-866-201-4035
- **Mail:** Spark Energy, LLC, 12140 Wickchester Lane, Ste. 100, Houston, TX 77079, Attn: Privacy Leader

17. DISPUTE RESOLUTION AND CLASS ACTION WAIVER

By using our Services, you agree to the dispute resolution terms outlined in our Terms & Conditions, available at [\[insert URL\]](#). These terms include a binding arbitration agreement and a waiver of your right to participate in a class action lawsuit or class-wide arbitration related to our Services, including any claims arising from this Privacy Policy, telemarketing activities, or data practices. Please review the Terms & Conditions carefully for full details on how disputes will be resolved and your rights under this agreement.