

## **BILL NEGOTIATION AUTHORIZATION & SERVICES AGREEMENT**

**Sold by Authorized Reseller: Utility Rescue Holdings, Inc d/b/a The Savings Hub**

### **Summary in Plain English:**

You authorize the Company to act in your name on your behalf to negotiate discounted rates with your current provider(s) and to split the savings with you if we are successful in achieving discounts for you. You authorize us to negotiate on your behalf on an ongoing basis for the bills you upload, renegotiating at the end of your savings term and when we find opportunities to save you money. You may opt-out of ongoing negotiations at any time. If you opt out of future re-negotiations, you will still be billed in full for your split of savings on any previously completed negotiations. Please read your full legal agreement below, which governs this service.

**1. Introduction & Summary:** The Bill Negotiation service is provided by Just Viv, LLC (the “Company”, “we”, “our” or “us”), and sold by Utility Rescue Holdings, Inc d/b/a The Savings Hub, an authorized reseller partner (“Reseller”) under separate agreement. The Company and/or one of its affiliates will provide the services described herein and will bill you for the services provided, all in accordance with the terms and conditions set forth in this Bill Negotiation Authorization & Services Agreement (“Agreement”). This Agreement (“Agreement”) governs all access to and use of our bill lowering service and related sites and applications (“Services”). By using this website and service and uploading your bills to the Company, you authorize the Company to act in your name on your behalf to negotiate discounted rates with your current provider. You agree to allow us to contact your provider in your name on your behalf and understand that we will bill you as provided herein if we are successful in achieving a lower cost for your services. You authorize the Company to act as your agent on an ongoing basis for the bills you upload, negotiating these bills initially and re-negotiating again at the end of any discount or promotional term until you cancel.

**2. Authorization & Service:** By providing personal and billing information to the Company through reseller, including uploading your bills, you acknowledge and agree that:

- a. You are the account holder or an authorized agent of the account holder and, by uploading your bills and requesting the service, you warrant that you have authority to make changes to the applicable account with the provider and that you are granting such authority to the Company;
- b. You have provided accurate, complete, truthful and current information including but not limited to name, address, phone number, email address, bill copies and any pin numbers or other verification information required to negotiate on your behalf;
- c. You authorize the Company to use the information you provide to negotiate billing rates and terms with your service provider;
- d. You authorize the Company to negotiate in your name on your behalf, and using your name, as your special agent and agree that we can accept or reject agreements with your provider including entering

contracts binding upon you that we believe in good faith will save you money;

e. You give us permission to add discounts, credits or promotions to your account, extend the term of your contract or add features or improve the quality of the products you receive without your additional consent, as long as the changes we make are changes that we believe in good faith will result in reducing your bill;

f. You understand that the Company will make every attempt possible to lower your bills but that we cannot guarantee or promise that we can obtain lower rates on your behalf; you will not be charged if we are not successful in negotiating a lower rate for you;

g. You are responsible for any and all charges owed to the Company for any successful negotiations and renegotiations, such billing terms provided further herein; and

h. if you are not the account holder, you will be jointly and severally liable with the account holder for the fees incurred for the services you requested and will be personally liable for all fees incurred or damages that result from signing up for services without proper authorization and agree to indemnify us for any damages we may incur as a result.

**3. Pricing & Billing Terms:** By signing this agreement and uploading your bills, you agree to pay upon successful negotiation and understand that you will be billed immediately upon successful negotiation. If we are unable to lower your bills, you will not be charged. Upon successful negotiation of your bills, you will be billed 50% of the savings, billed on a monthly basis over the length of time of your savings. You will not be billed unless we are able to obtain savings for you for the bills you upload.

a. You agree to pay 50% of savings to the Company. We will invoice you via email for your records and will automatically charge the credit card you have on file.

b. If your account is delinquent or if you file a chargeback, we reserve the right to cease recurring monthly billing and charge the full amount to the card you have on file.

c. By providing a credit card at the time you upload bills and request the service, you expressly authorize us or our reseller partners to charge a credit card or debit card on file for payment of charges on a recurring basis throughout the term of this agreement including any renewals. You understand that your information will be saved for future transactions on your account.

d. For the purpose of billing, the Company will estimate your savings using the following calculation:

i. the new discounted or promotional rate that we negotiate for you with your provider ("Negotiated Rate"), vs.

ii. the rate you were paying your provider at the time you uploaded your bills ("Current Rate").

iii. The difference between the Negotiated Rate and the Current Rate will be multiplied by:

iv. the duration of time the new discounted rate will be in effect ("Savings Period"), plus

v. any one-time bill credits applied.

e. The Current Rate you are paying at the time you uploaded your bills will be confirmed by your provider and may be different from what appears on your uploaded bill.

f. Neither your new Discounted Rate or your Current Rate will include one-time fees incurred by the account holder or anyone else with access to the account other than the Company or regularly scheduled price increases that are not specific to your account.

g. You will be billed on a recurring monthly basis, over the Savings Period for monthly discounts, and you will be billed one time for any one-time bill credits or discounts received.

h. At the end of the Savings Period, the Company will continue to negotiate your bills and will continue to bill you monthly for any additional savings achieved. For the purpose of re-negotiations, your savings will be calculated using the new Discounted Rate that we negotiate for you with your provider vs. the rate you would have paid once your previous Savings Period expired (new Current Rate) multiplied by the new Savings Period. Future charges, when future savings are achieved, will continue to be billed automatically based on the payment frequency selected by you and will be billed to the credit card you provide us with. There will be no charge if you cancel the bill re-negotiation before we start working on re-negotiating your bills. However, if the Company has already re-negotiated your bill and achieved savings at time of any future cancellation, you are obligated to pay our fees in full at time of cancellation.

i. You may cancel this authorization at any time by contacting the Company at or by calling during regular business hours Monday-Friday from 10:00 am – 4:00 pm ET. Cancellation will opt you out of any future renegotiations, but does not affect any previously achieved savings or the fees due for such. Any unpaid fees for savings achieved before cancellation will be due in full at time of cancellation.

j. From time to time, the Company will offer a payment discount, which you are eligible for if you pay upfront and in full for all known savings by the discounted invoice due date. If you do not pay in full by the pay-in-full due date, the Company will continue to bill you monthly. Any pay-in-full discount does not apply to one-time bill credits or discounts.

k. You agree that if we are unable to process your monthly payment or you are otherwise delinquent in payment, the Company reserves the right to assess late fees of \$5 per month and demand payment in full. Further, you are responsible for any fees incurred in the attempt to collect payment including fees for insufficient funds, chargeback fees, late fees or similar.

l. Delinquent accounts may be reported to credit bureaus and/or referred to an attorney or collection agency. You are responsible to pay any and all costs we incur as a result of such action, including processing fees or reasonable attorneys' fees, subject to the maximum allowed by law.

**4. Term of Agreement.** The Company will begin negotiating on your behalf upon your submission of a bill and will continue to negotiate your account at the end of each Savings Period. If we are unable to achieve savings

for you initially, we may continue to attempt to negotiate your bills from time to time when we believe there is a good opportunity with your provider to lower your bills. We will continue to negotiate on your behalf and bill you for any savings obtained until you contact us to cancel. Upon cancellation of our service, we will no longer negotiate on your behalf for future periods, but cancellation of our service does not stop your responsibility to pay for any previously negotiated services that are not paid in full.

**5. Savings.** Your savings will appear on the bill from your provider for the services you have authorized us to negotiate.

a. If the savings negotiated by the Company do not appear on your service provider invoice, you must notify the Company within thirty (30) days of the service provider invoice date and we will investigate with your service provider to attempt to remedy the situation. If we cannot remedy the situation, the Company will adjust your billing accordingly or refund applicable fees paid to the Company.

b. Should you have a dispute, you are responsible to contact us, in writing, regarding any disputed charges or dissatisfaction with the service within 30 days. You must provide reasonable detail and facts and circumstances as the basis of your dissatisfaction or dispute and work with us in good faith to remedy the situation or issue a refund before requesting a chargeback, making a complaint or filing a claim against the Company.

**6. Communications.** You agree that by accepting this Agreement and providing your and/or your business' phone number, which can be a landline and/or mobile number, to Company, its affiliates and/or assignees, Company, its affiliates and/or assignees, may call and/or text you and/or your business with autodialed and/or pre-recorded information. By including your internet e-mail address in your enrollment application, you specifically agree that the written notices contemplated in this Agreement may be delivered to you electronically at the e-mail address so included. You may revoke your agreement to accept notices from us electronically by notifying us in writing of that revocation.

**7. Indemnification.** You agree to defend, indemnify and hold harmless Company, its officers, directors, employees and agents from and against any and all claims, abilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Website and Services. You agree to seek and obtain written permission from Company before agreeing to settle any claim.

**8. Limitation of Liability.** In no event shall the Company, its affiliates, or its suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages (including, without limitation, damages for loss of profits, revenue, data or use) incurred by you or any third party arising from or related to the use of, inability to use or the termination of the use of the site and Services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise) and even if the Company has been informed of the possibility thereof. Some jurisdictions do not allow the limitation or exclusion of liability so some of the above limitations may not apply.

**Third-Party Representations/Statements.** You acknowledge that the Services are marketed by an independent

third-party Reseller and agree that the Company is not responsible for any claims, representations or other statements made by or for such Reseller that may conflict with the terms and conditions of this Agreement and [You/you] agree to release and hold the Company harmless for any damages or claims that you may have as a result thereof.

**9. Relationship of the Parties.** The relationship of the Parties is that of principal and special agent. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or a partnership or joint venture relationship. Neither the Company nor the Reseller are a cable, internet, phone, satellite, or other service provider, financial advisor, commodity trading advisor, or financial manager. The Company and the Reseller assume no responsibility for the service obligations of any provider under any contract entered into by you (either directly or through the Company) and such provider.

**10. Force Majeure.** Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including acts of the public enemy, civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this Agreement, for so long as such event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence.

**11. Arbitration.** To the fullest extent permitted by law, it is expressly agreed that any controversy or claim arising out of or relating to this Agreement (except any claim by us for payment due from you) shall be settled by binding arbitration in Bridgeport, Connecticut, in accordance with the substantive laws of the State of Connecticut (excluding choice of law) and the Commercial Arbitration Rules of the American Arbitration Association. It is further expressly agreed that judgment upon any award rendered by a single arbitrator may be entered in any court of competent jurisdiction.

**12. Governing Law & Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Connecticut, without giving effect to the principles of conflicts of law. Subject to Section 10, the Parties agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Bridgeport, Connecticut. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

**13. Assignment; no Third-Party Beneficiaries.** You may not assign this Agreement, either in whole or part, without the express written consent of the Company. Any assignment without such consent shall be null and void. The Company may assign this Agreement, in whole or part, in its sole and absolute discretion. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the Parties. There are no third-party beneficiaries to this Agreement.

**14. Severability.** If any provision or portion of this Agreement is rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions or portions shall remain in full force and effect. The part of this Agreement that is found invalid or unenforceable will be amended, changed or interpreted to achieve as nearly as possible the same objectives and economic effect as the original provision, or replaced to the extent possible, with a legal, enforceable and valid provision that is similar in tenor to the stricken provision, within the limits of applicable law.

**15. Survival.** Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

**16. Rights Cumulative.** The rights and remedies of the Parties provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

**17. Authorized Signatories.** It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

**18. Notices.** All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, (iv) overnight mail or (v) electronic mail (email) addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

**To You:**

To the address provided during enrollment and/or the address on your utility bill. Attention: To the name provided by you during enrollment and/or the name on your utility bill.

**To Reseller:**

Utility Rescue Holdings, Inc d/b/a The Savings Hub  
7880 San Felipe St Suite 210  
Houston, TX 77024

**To Company:**

Just Viv, LLC  
7880 San Felipe St Suite 210  
Houston, TX 77024  
Attention: Administration.

Either Party may update its notice address by notice to the other party.

**19. Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this

Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

**20. Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

**21. Modification.** The Company reserves the right to change, modify or amend this Service Agreement (including any applicable fees and service charges) with 30 days prior written notice distributed to the customer via the customer's virtual office, email or regular mail and by posting the updated terms on the Company and/or Reseller Website.

**22. Websites.**

**a. Use Of The Company and Reseller Websites.** The Company customer portal website (the "Site") is the intellectual property of the Company. The Reseller marketing website is the intellectual property of the Reseller. You may use the Sites only in connection with enrolling and managing your account with the Company. Any other use of the Sites, and any reproduction, redistribution, or reverse engineering of the Site, as well as any use of the Site to gain unauthorized access to any accounts, computer systems, sites, or networks, or to obtain or attempt to obtain any information other than such information as the Site is intended to provide to you, is unauthorized and expressly prohibited.

**b. As-Is.** The Site is provided to you on an "as is" and "as available" basis, without representation or warranty of any kind, whether express, implied, statutory or otherwise. Neither the Company nor its third-party providers make any warranty that the Site is error-free, current, complete, will meet your requirements, will be available continuously or at any particular time or is compatible with any particular device, site or platform. Your use of the Site and any material obtained through the use of the Site is at your own discretion and risk and you are solely responsible for any damage to any computer system, Site or device or any loss of data that results from such use. To the maximum extent permitted by law, the Company and its third-party providers expressly disclaim all warranties and conditions of any kind, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. No information (oral or written) obtained by you from the Company or through the Site shall create any warranty not expressly stated in this Agreement.

**23. Privacy Policy.** You agree to be bound by the privacy policy published on the Site.

**Any concerns or questions about these Terms and Conditions, including billing and access to the Website may be addressed to the address(es) in section 17 herein:**

**Accepted by:**

**Address:**

**Date:**

**Card details:**