



Gatby Ventures, Inc.
(713) 581-6553
3120 Southwest Fwy., Suite 101, PMB 25976,
Houston, TX 77098

Gatby Ventures, Inc.

Terms of Service

Effective Date: January 22, 2026

Last Updated: January 22, 2026

These Terms of Service (“**Terms**” or “**Agreement**”) form a binding agreement between you (“**you**,” “**Customer**,” or “**User**”) and Gatby Ventures, Inc. (“**Gatby**,” “**we**,” “**us**,” or “**our**”). These Terms govern your access to and use of Gatby’s website, gatby.com, applications, communications, and related services (collectively, the “**Services**”).

By accessing or using the Services, you acknowledge that you have read, understand, and agree to be bound by these Terms. If you do not agree, do not use the Services.

Notices and communications may be delivered electronically to the email address you provide. Gatby reserves all rights not expressly granted in these Terms.

We may update these Terms periodically. Updates are effective when posted on the Website or sent to you by email. Your continued use after updates means you accept the revised Terms.

1. Who We Are (Broker Disclosure)

Gatby is a registered electricity broker and aggregator and is **not** a Retail Electric Provider (“**REP**”), electric utility, or Transmission and Distribution Service Provider (“**TDSP**”). Gatby does not sell, generate, transmit, or deliver electricity. We help residential customers compare, enroll in, and manage electricity service with licensed retail electric providers (“**Providers**”).

Electricity service is provided solely by licensed REPs pursuant to their Electricity Facts Labels, Terms of Service, tariffs, and applicable market rules.

Gatby Ventures, Inc. is a registered electricity broker with the Public Utility Commission of Texas (“**PUCT**”), broker registration number BR230236.



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2. Overview of Services

Gatby provides a digital electricity marketplace that allows residential customers to compare available electricity plans, enroll with licensed Providers, and manage electricity service.

Gatby may also offer an optional concierge-style service referred to as **Autopilot**, which allows Gatby to manage certain electricity service actions on your behalf.

If you enroll in Autopilot, you authorize Gatby to take certain enrollment, renewal, transfer, move-in, or switching actions on your behalf in advance, with notice of applicable Provider and product details provided after such actions are submitted, as further described in Section 3.

If you enroll with a Provider through Gatby, your electricity service contract is between you and the Provider, not Gatby. Gatby is not responsible for electricity delivery, billing accuracy, outages, or Provider performance.

Gatby is not responsible for, and shall not be liable for, outcomes, losses, or damages arising from actions or omissions of Retail Electric Providers, Transmission and Distribution Service Providers, utilities, Smart Meter Texas, market conditions, pricing fluctuations, service interruptions, or other third-party systems or services outside of Gatby's control.

Marketing and Service Communications

A. Service and Transactional Communications.

By providing your phone number and using the Services, you give Gatby your prior express consent to contact you at that number for non-marketing purposes related to your residential electricity shopping or enrollment. These communications may include, for example, account setup, enrollment status, plan confirmations, renewal reminders, Smart Meter Texas authorization prompts, customer support, and other informational or transactional messages necessary to deliver the Services.

B. Optional Marketing Communications.

Marketing or promotional calls or text messages from Gatby are optional and are not required to enroll, to use the Services, or to receive Autopilot features. You will receive marketing calls or texts only if you separately opt in through an



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affirmative action (for example, checking an unchecked box or signing a marketing consent).

If you opt in, you authorize Gatby to send you advertisements or telemarketing messages using automated technology (including autodialed or prerecorded calls or texts) at the number you provide. You understand:

1. your consent is not a condition of purchasing or using any Gatby Services;
2. message frequency varies;
3. message and data rates may apply; and
4. you can withdraw consent at any time by replying STOP to a text, clicking an unsubscribe link if provided, or contacting support@gatby.com.

C. Revocation and Help.

Text STOP to opt out of marketing texts. Text HELP for help. Opting out of marketing does not stop required service or transactional messages unless you also close your Gatby account.

Email Communications (Transactional vs Marketing).

A. Transactional and Service Emails.

By creating an account or enrolling through Gatby, you consent to receive non-marketing emails that are necessary to provide the Services. These may include enrollment confirmations, plan details, renewal and switch notices, Smart Meter Texas authorization prompts, security notices, contract expiration notices, bill rate analysis, customer support responses, and other relationship or transactional messages. These emails are sent based on your use of the Services and do not require a separate marketing opt-in.

B. Optional Marketing Emails.

Marketing or promotional emails from Gatby are optional and are not required to enroll, use the Services, or receive Autopilot features. Gatby will send marketing emails only if you separately opt in through an affirmative action (for example, checking an unchecked box or signing a marketing consent).

If you opt in, you may opt out at any time using the unsubscribe link in any marketing email. Gatby will honor opt-out requests within the timeframes required by law.



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C. CAN-SPAM Compliance.

Gatby will comply with the CAN-SPAM Act for marketing emails, including accurate header information, non-deceptive subject lines, clear identification of promotional content where required, a visible unsubscribe mechanism, and prompt processing of opt-out requests. Transactional or relationship emails may include limited references to Gatby Services but will be treated as marketing emails if their primary purpose is promotional.

3. Concierge (Autopilot) Authorization and Limited Agency

You may use the Services without granting any agency authority. If you opt into Autopilot, you appoint Gatby as your **limited and revocable** agent solely for the purposes described below and in a separate Agency Authorization Letter. A form of the Agency Authorization Letter (AAL) can be found below:

[Agency Authorization Letter \(PDF\)](#)

3.1 Scope of Agency

You authorize Gatby, through its employees or authorized service providers, to:

- a) compare, recommend, and present residential electricity plans offered by Providers;
- b) **enroll, renew, move in, transfer, cancel, or switch residential electricity service** at your service address(es) with Providers you select or that Autopilot selects under your preset rules, **including submitting enrollments without your advance review or approval of specific Provider products, pricing, or Electricity Facts Labels**, subject to post-enrollment notice and applicable rescission rights;
- c) communicate with Providers, TDSPs, and utilities on your behalf, including contacting customer care, submitting inquiries, and receiving **account and billing information (including copies of bills)** reasonably necessary to manage your electricity service; and
- d) receive and respond to notices related to your Provider account solely to carry out the actions described above.

You remain the contracting party with the applicable Provider at all times.



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This authorization applies to all current and future residential service addresses that you submit through Gatby or that Gatby manages for you under Autopilot (each, a 'Service Address'). Any Service Address listed in enrollment records, the Gatby app, or related confirmations is included, whether or not reproduced in this document. Customer may remove a Service Address from this authorization at any time by notifying Gatby.

3.2 No Payment Authority by Default; Optional Payment Facilitation if Customer Opted In

Gatby does not have authority to access your funds, initiate payments, or pay electricity bills on your behalf unless you separately and affirmatively opt in to a payment-related feature. You remain solely responsible for all Provider and Transmission and Distribution Service Provider charges and for paying your bills directly to your Provider.

3.2.1 Optional Payment Facilitation (Autopay / ACH) if Enabled

If you separately and affirmatively opt in to a payment-facilitation feature made available through the Services (for example, enabling automatic payment ("Autopay"), providing bank account or card details, **or permitting your Provider to maintain payment information on file**), you authorize Gatby, acting as your limited agent, to do all of the following only to the extent necessary to activate or administer that feature:

- a) transmit your payment instructions and/or payment credentials (including Automated Clearing House bank draft instructions) to your Provider and any of its authorized billing or payment processors;
- b) assist in establishing, updating, pausing, or canceling Autopay or other recurring payment arrangements with your Provider at your direction or pursuant to your Autopilot preset rules; and
- c) receive confirmations, error notices, or other payment-setup status messages from your Provider or its payment processor and relay them to you.

Gatby does not hold customer funds, does not initiate debits from your bank account except through your Provider or its payment processor, and is not a payment processor, financial institution, or money transmitter. Any payment arrangement remains between you and your Provider. Gatby is not responsible



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for payment processing errors, rejected drafts, insufficient funds, or any late fees, disconnections, or other consequences arising from Autopay or bill payment.

You may revoke payment-facilitation authorization at any time by disabling the feature in your Gatby account or by contacting support@gatby.com. Revoking this authorization does not cancel your electricity contract.

3.3 Data Use for Concierge

If and only if you separately opt in to usage access (for example, through Smart Meter Texas authorization or a Letter of Authorization), you authorize Gatby to obtain and use your residential electricity usage data, billing determinants, premise information, and related account data solely as necessary to provide the Services.

Enrollment in Autopilot alone does not authorize Gatby to access your electricity usage data.

Data handling is governed by the [Gatby Privacy Policy](#).

3.4 No Fiduciary Relationship

This limited agency does not create a fiduciary relationship. Gatby acts solely as your agent for the specific tasks described here.

Gatby does not guarantee savings, pricing outcomes, or suitability of any particular electricity plan.

3.5 Revocation of Autopilot Authorization

You may revoke this limited agency at any time by contacting support@gatby.com or calling (713) 581-6553. Revocation applies prospectively and may limit Gatby's ability to provide certain Services. Actions submitted prior to revocation may not be reversible.

4. Smart Meter Texas (SMT)

4.1 What SMT Is



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SMT is a shared Texas data platform owned and operated by TDSPs that allows residential customers, Providers, and customer-authorized third parties to access smart meter electricity usage, meter, and premise information.

4.2 Your Authorization to Gatby

By opting in, you expressly authorize Gatby to request, access, download, and use your residential electricity consumption, meter, and premise data through SMT and/or TDSP channels for the limited purposes of providing the Services described in Section 3. This may include interval data, daily reads, and historical usage tied to your Electric Service Identifier (“ESI ID”).

Furthermore, you agree to comply with the [Terms and Conditions of SMT](#) as they apply to your authorization and any Smart Meter Texas account created.

4.3 ERCOT Standard LOA Forms (Reference Only).

When you sign a Gatby Letter of Authorization (“LOA”) for Historical Usage, the LOA you sign is based on the standard residential LOA templates published by the Electric Reliability Council of Texas (“ERCOT”) in the ERCOT Retail Market Guide. Gatby provides you a completed, executed LOA as part of your enrollment or opt-in experience.

For your convenience and transparency, ERCOT posts the standard LOA templates at:

- Appendix B1 (English):
<https://www.ercot.com/files/docs/2024/02/29/09B1-030124.doc>
- Appendix B2 (Spanish):
<https://www.ercot.com/files/docs/2024/02/29/09B2-030124.doc>

These posted templates are provided for reference only. They are not a substitute for the LOA you sign with Gatby, and they do not independently authorize Gatby to request or obtain your usage data. Gatby will rely on the specific LOA you execute (including your ESI ID(s), service address, and TDSP selection) when making any historical usage request.

The ERCOT LOA is used for TDSP historical-usage requests. Smart Meter Texas access is governed separately by the Smart Meter Texas Energy Data Agreement you confirm.



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4.4 Term of SMT Access (Residential)

For residential customers, Gatby will request SMT access for up to twelve (12) months at a time, which is the maximum SMT permits for residential customers. Your SMT authorization term may differ from the term of any agreement you have with Gatby.

4.5 Historical Usage Limits

Once authorized, Gatby may request up to thirteen (13) months of historical residential usage data per SMT request. SMT may retain additional historical data, but third-party retrieval per request is capped by SMT rules.

4.6 SMT / PUCT Disclosures and Private Dispute Notice

You acknowledge and agree to the following disclosures required by SMT:

- a) Gatby may not be regulated by the PUCT for the specific services provided through SMT. Any disagreement you may have with Gatby about our Services or use of your SMT data is a private dispute between you and Gatby.
- b) Gatby is required to follow the SMT Terms and Conditions. If Gatby violates SMT Terms, SMT may revoke Gatby's access to your data, but SMT cannot assist you with additional remedies.
- c) If you do not authorize Gatby to access your SMT data, you should select "Do Not Confirm." SMT does not assess a penalty or fee for rejecting or ending authorization.
- d) Denying or ending SMT authorization may reduce Gatby's ability to provide Autopilot or bill-analysis features, but it does not affect your electricity contract with your Provider unless your Provider separately requires it.

4.7 Ending SMT Authorization

You may end Gatby's SMT access at any time by either:

1. directing Gatby to end its access by contacting support@gatby.com; or
2. revoking Gatby's authorization in SMT (for example, through your SMT account if you have one).

Ending authorization stops Gatby's access to new data after the effective end date, though SMT may allow limited access to prior authorized-period data for a short period per SMT rules.



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4.8 No SMT Account Creation by Gatby

Smart Meter Texas may require customer identity verification or confirmation as part of its authorization process. Gatby may facilitate this verification electronically on Customer's behalf as part of the Services. Customers are not required to independently create or manage a Smart Meter Texas account unless they elect to do so for their own purposes or to directly access or revoke data access through Smart Meter Texas.

4.9 Authorized Data Access; Limited Release

To the maximum extent permitted by law, Customer acknowledges that any access to electricity usage, meter, or premise data obtained by Gatby through Smart Meter Texas, TDSPs, or other authorized channels is performed solely at Customer's direction pursuant to Customer's authorization. Customer releases Gatby from claims arising solely from Gatby's authorized access to or use of such data in accordance with these Terms, except to the extent caused by Gatby's gross negligence or willful misconduct.

5. Account Setup and Customer Responsibilities

To use the Services or enroll through Autopilot, you may need to provide personal information (for example, name, service address(es), date of birth, and Social Security number). By submitting this information, you consent to Gatby using and sharing it with Providers, TDSPs, and SMT solely to provide the Services.

If you opt into Autopilot or otherwise grant agency authority under Section 3, you agree and understand that you are appointing Gatby as your limited agent to communicate with, and where authorized enroll you with, a licensed retail electricity provider on your behalf regarding your account.

If Gatby offers you an optional Autopay setup feature, you may be asked to provide payment information directly to your Provider or to a Provider-authorized payment processor. Gatby may pass your instructions to the Provider only if you opt in as described in Section 3.2.1. Autopay is optional and not required to enroll or to use Autopilot.

Through your use of Gatby, you allow it to use and disclose your personal data to the relevant Distributors and/or Suppliers for the sole purpose of establishing



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your account(s) related to the Services. Gatby is also authorized by you to obtain necessary information from these parties on your behalf, which might include your past energy usage, account and billing information (including copies of bills), and other essential data for opening your account(s).

You are responsible for providing **accurate and timely service address information**. Failure to update your address sufficiently in advance of scheduled enrollment, renewal, move-in, transfer, or other service actions may result in Gatby proceeding based on the most recent address on file or being unable to enroll service at a new location.

6. Provider Relationship, Account Management, Customer Responsibilities and Disclaimers

Electricity service is provided solely by the applicable Provider. Gatby is not responsible for service interruptions, outages, billing errors, meter issues, or Provider performance.

After enrollment, you maintain a direct contractual relationship with your Provider. Gatby is not responsible for billing, rate changes, deposits, credit decisions, service interruptions, or Provider actions. You must:

- pay your electricity bills directly to your Provider,
- keep your account information accurate,
- and terminate any existing electricity contracts before switching if required by those contracts.

To the maximum extent permitted by law, Customer releases Gatby from claims arising solely from disputes between Customer and a Retail Electric Provider related to electricity service, billing, plan performance, or Provider conduct. This release does not limit Customer's right to file a complaint with the Public Utility Commission of Texas or to pursue claims directly against the applicable Provider.

7. Plans, Fees, and Compensation



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Gatby does not charge residential users for access to the Website or basic brokerage services. Providers may pay Gatby referral or marketing fees when users enroll through our platform or Concierge / Autopilot service. Compensation may influence plan display order but does not change the rates you pay. Gatby does not guarantee that any plan shown or selected is the lowest-cost option in the market.

Availability of electricity plans, pricing, and terms depends on Provider criteria, market conditions, and customer-specific factors. Gatby does not represent that the plans displayed, recommended, or selected through the Services represent all available plans in the market or the lowest possible price for a given customer.

8. Autopilot Operational Terms

Autopilot monitors available residential plans and may recommend or initiate a switch based on preset rules. Prior to Gatby executing any enrollment, renewal, move-in, transfer, or switch under Autopilot, Customer will receive notice of their enrollment in the Autopilot program and an opportunity to opt out of Autopilot. If Customer does not opt out, Customer authorizes Gatby to proceed with service actions without advance notice of or approval of the specific Retail Electric Provider, product, pricing, or Electricity Facts Label. Gatby will provide notice of the applicable Retail Electric Provider, product, pricing, and material terms promptly after such service actions are submitted. Any cancellation or rescission rights are limited to those required by applicable law and Provider policies and may not be available in all circumstances.

If you take no action, you authorize Gatby to proceed with the enrollment. You may disable Autopilot at any time by contacting support@gatby.com or calling (713) 581-6553. Disabling Autopilot does not cancel any existing electricity contract. No savings are guaranteed.

Autopilot does not change or manage any payment method or billing arrangement unless you have separately enabled the optional payment-facilitation feature described in Section 3.2.1.



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Gatby does not guarantee that any action can be canceled once submitted. Once submitted, an enrollment may become effective immediately and may not be cancellable.

9. Data Access and Privacy

You authorize Gatby to access energy usage and related account data needed to deliver the Services. Data handling is governed by the [Gatby Privacy Policy](#), incorporated by reference. We share data only with third parties necessary to provide Services or comply with law. We use commercially reasonable safeguards, but absolute security cannot be guaranteed.

10. Energy Market Data Hub and Research Content

Gatby may make available research pages, data visualizations, charts, graphics, commentary, or other analytical content through its website, including the Gatby Energy Market Data Hub (the “Data Hub”). The Data Hub and all related materials are provided for general informational purposes only and do not constitute energy, financial, legal, regulatory, or other professional advice.

Data presented through the Data Hub is sourced from publicly available third-party sources, including without limitation the U.S. Energy Information Administration (EIA), the Public Utility Commission of Texas (PUCT), ERCOT, and other public or governmental sources as identified. Gatby does not create, audit, control, or independently verify such data and provides the Data Hub “as is” and “as available,” without warranties of any kind, including accuracy, completeness, timeliness, reliability, or fitness for a particular purpose.

Visualizations, metrics, rankings, estimates, projections, or derived values may be based on assumptions, modeling, or methodologies that can change without notice. Source data, methodologies, and interpretations may be revised, corrected, delayed, or withdrawn by third parties at any time.

Any use of or reliance on the Data Hub is at your own risk. You are solely responsible for verifying information before making decisions based on Data Hub content. Gatby is not responsible for decisions, actions, losses, or damages arising from reliance on the Data Hub.



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Gatby is not affiliated with, endorsed by, or acting on behalf of the EIA, PUCT, ERCOT, or any governmental or regulatory authority.

To the fullest extent permitted by law, Gatby disclaims all liability for any losses or damages arising out of or related to access to, use of, inability to use, or reliance on the Data Hub, including direct, indirect, incidental, consequential, special, or punitive damages. Gatby does not guarantee uninterrupted, error-free, or secure access to the Data Hub and is not responsible for third-party content, corrections, outages, republication, interpretation, or downstream use by others.

If you reproduce, cite, or republish Data Hub materials, you are responsible for attribution to the underlying public data sources and for compliance with any applicable third-party terms.

11. User Conduct and Restrictions

You agree not to:

- misuse the Services or access data without authorization,
- disrupt the Website or introduce harmful code,
- share credentials or impersonate others,
- or use the Services for commercial resale without our written consent.

Violation may result in suspension or termination.

12. Termination

You may terminate your account or Services at any time. Gatby may suspend or terminate Services in accordance with these Terms. Termination does not affect obligations incurred prior to termination.

13. Limitation of Liability



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The Services are provided “as is” and “as available.” Gatby disclaims all warranties, express or implied, including fitness for a particular purpose and non-infringement. To the fullest extent permitted by law, Gatby’s total liability for any claim arising from or related to the Services is limited to the greater of (a) the amount you paid to Gatby in the prior 12 months, or (b) \$100. Gatby is not liable for indirect, incidental, special, consequential, or punitive damages, or for issues caused by Providers, TDSPs, SMT, ERCOT, or market conditions. Some jurisdictions do not allow certain exclusions; in those cases, liability is limited to the maximum extent permitted by law.

14. Indemnification

You agree to indemnify and hold harmless Gatby from claims arising from your use of the Services, violation of these Terms, or violation of applicable law.

15. Intellectual Property

All Gatby trademarks, logos, graphics, text, software, and Website Materials are owned by Gatby or its licensors. You may not copy, distribute, modify, or commercially exploit any Website Materials without prior written consent.

16. Communications and Notices

You consent to receive communications electronically, including email, SMS, and in-app notifications, subject to applicable law and your communication preferences.

17. Governing Law and Dispute Resolution

These Terms are governed by Texas law, excluding conflicts rules. Any dispute arising from or related to these Terms will be resolved in the courts of Harris County, Texas, unless otherwise required by law.



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Except where prohibited by law or applicable Public Utility Commission rules, any claim arising out of or related to the Services must be brought within one (1) year after the event giving rise to the claim.

18. Force Majeure

Gatby is not liable for delays or failures due to causes beyond reasonable control, including natural events, cyberattacks, system outages, labor disputes, or regulatory changes.

19. Modifications to Terms

Gatby may modify these Terms from time to time. Continued use of the Services after notice constitutes acceptance of the modified Terms.

20. Entire Agreement

These Terms, the Privacy Policy, and any referenced documents are the entire agreement between you and Gatby regarding the Services and supersede prior agreements on the same subject.

21. Notices and Contact

We may deliver notices electronically to your email address or by posting on our Website.

Contact:

Gatby Ventures, Inc.

Email: support@gatby.com

Phone: (713) 581-6553

22. Miscellaneous

22.1 Severability. If any provision of these Terms is found unenforceable, the remaining provisions will remain in full force and effect.



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22.2 Assignment. Gatby may assign these Terms, in whole or in part, without notice to you, including in connection with a merger, acquisition, reorganization, or sale of assets. You may not assign these Terms without Gatby's prior written consent.

22.3 Electronic Signatures and Records. You agree that electronic consents, click-through acceptances, and recorded authorizations are legally binding and satisfy any requirement for a written signature.

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