



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

Gatby Ventures, Inc.

Terms of Service – Northeast Markets

Effective Date: March 24, 2026

Last Updated: March 24, 2026

Welcome to Gatby

Gatby Ventures, Inc. and its affiliates (collectively, "Gatby," "we," "us," or "our") operate an algorithm-driven energy brokerage platform designed to help residential and small commercial customers save money on their electricity and natural gas supply. **Gatby is not an energy supplier or utility company.** We act as your fiduciary energy broker, monitoring the market and automatically enrolling you with competitive energy suppliers on your behalf.

These Terms of Service ("Terms") form a legally binding agreement between you ("you," "your," or "Customer") and Gatby. They govern your use of the Gatby website at www.gatby.com, our mobile applications, and all related services (collectively, the "Services"). These Terms apply to customers located in Ohio, Pennsylvania, New Jersey, Massachusetts, Illinois, Michigan, Maryland, Delaware, New Hampshire, Rhode Island, and the District of Columbia. If you are a Gatby customer in Texas, separate terms apply to your account; please refer to our [Texas Terms of Service](#).

By creating an account, linking your utility credentials, uploading a utility bill, or otherwise using the Services, you agree to be bound by these Terms and our Privacy Policy. If you do not agree, please do not use our Services.

1. Who We Are and What We Do

We collect information you provide directly, information generated through your use of the Services, and information obtained from third parties as authorized by you.

Gatby is a licensed energy broker operating in deregulated energy markets across the Northeastern United States, including Ohio, Pennsylvania, New Jersey, Massachusetts, Illinois, Michigan, Maryland, Delaware, New Hampshire, Rhode Island, and the District of Columbia. We hold all required licenses and registrations with applicable state Public Utility Commissions.

Our core service, which we call "Autopilot", works like this:

- You create a Gatby account and connect your utility account, either by securely linking your utility login credentials or by uploading a recent utility bill.



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- We retrieve your energy usage history and current supply arrangement.
- Our proprietary ranking algorithm continuously evaluates available supplier offers on your behalf, prioritizing customer savings and supplier reliability.
- When we identify a better offer, we enroll you with that supplier automatically using the authorization you grant us (see Section 3 below).
- Throughout your contract lifecycle, we continue monitoring for better opportunities and may switch you again when your contract nears expiration.

Important: Gatby never charges you any fees. We are compensated through residual payments from the energy suppliers we work with. You will never see a Gatby charge on your utility bill.

2. Eligibility and Account Registration

2.1 Eligibility

To use the Services, you must:

- Be at least 18 years of age.
- Reside in or operate a business in a service territory where Gatby operates.
- Be the authorized account holder (or an authorized representative) for the utility account(s) you link to Gatby.
- Have a valid email address.

2.2 Eligibility

When you create a Gatby account, you agree to provide accurate, current, and complete information – including your name, email address, ZIP code, and the utility providers that serve your address. You are responsible for keeping your account information up to date and for maintaining the security of your login credentials. You agree to notify us immediately if you suspect unauthorized access to your account.

2.3 Connecting Your Utility Account

To enable Autopilot, you will need to connect your utility account through one of the following methods:



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- **Credential Linking (recommended).** You provide your utility login credentials through our authorized third-party data partner. This creates a secure connection that allows us to retrieve your account details, service addresses, usage history, and current supplier information on an ongoing basis. Credential linking provides the richest data for our ranking algorithm and enables the most accurate offer matching.
- **Bill Upload.** You upload a recent utility bill (electricity and/or natural gas) through the Gatby platform. We extract your account details, usage data, and current supply information from the bill to evaluate offers on your behalf. Because bill upload provides a point-in-time snapshot rather than ongoing data access, some features may be limited compared to credential linking.

By connecting your utility account through either method, you authorize us (and our data partners, where applicable) to access and use this information for the purpose of providing the Services. If you connected via credential linking, you may disconnect your credentials at any time by contacting us.

3. Authorization to Act on Your Behalf

3.1 Letter of Authorization (LOA)

As part of the enrollment process, you will sign an electronic Letter of Authorization ("LOA") granting Gatby the authority to:

- Act as your authorized agent for the purpose of selecting and enrolling you with competitive energy suppliers for electricity and/or natural gas supply.
- Submit enrollment requests to energy suppliers on your behalf.
- Execute supplier agreements on your behalf, consistent with the parameters of our ranking algorithm and your account preferences.
- Access your utility account information as needed to manage your enrollment and monitor your supply arrangement.

3.2 Scop of Authorization

Your LOA authorizes Gatby to make supplier enrollment decisions on your behalf using our proprietary ranking system, which evaluates offers based on customer savings potential, supplier reliability, and contract terms. Gatby acts as your fiduciary in this process, meaning we are obligated to prioritize your interests.

You understand and agree that:



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- Gatby may enroll you with a new supplier or switch you between suppliers without requiring additional approval for each individual transaction, consistent with the standing authorization you provide.
- Gatby does not guarantee any specific level of savings. Energy markets fluctuate, and while our algorithm is designed to identify favorable offers, actual savings will vary based on market conditions, your usage patterns, and other factors.
- Your utility company remains responsible for delivering your energy. Switching suppliers through Gatby does not change your utility company, affect service reliability, or interrupt your power or gas service.

3.3 Revoking Authorization

You may revoke your LOA at any time by contacting us at support@gatby.com, through your account settings, or by calling us. Upon revocation, we will cease making enrollment decisions on your behalf. Please note that any supplier contract already in effect at the time of revocation will remain active until its natural expiration, and you may be subject to any early termination fees imposed by that supplier (not by Gatby).

4. How Billing Works

4.1 No Gatby Fees

Gatby does not charge you any fees – no signup fees, monthly fees, or cancellation fees. Our service is free to you.

4.2 Supplier and Utility Billing

Your energy charges will continue to appear on your utility bill or, in some cases, on a separate bill from your energy supplier, depending on billing practices in your state and with your utility. Gatby does not bill you directly for energy supply.

4.3 Billing Disputes

If you have a question or dispute about charges on your energy bill, you should first contact your utility company or energy supplier directly. If you believe the issue is related to a Gatby enrollment decision, please contact us and we will work with you to investigate and resolve it.

5. Cancellation and Termination

5.1 Cancellation by You



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You may cancel your Gatby account at any time, for any reason, at no cost from Gatby. To cancel, you can:

- Email us at support@gatby.com.
- Call our support team.

Upon cancellation, Gatby will stop managing your energy supply. Any active supplier contract will remain in place until it expires on its own terms.

5.2 Termination by Gatby

We reserve the right to suspend or terminate your account if:

- You provide false or misleading information.
- You breach these Terms.
- We are required to do so by law or regulation.
- We discontinue the Services in your area.

We will make reasonable efforts to notify you before terminating your account, except where immediate termination is required by law.

6. Your Data and Privacy

6.1 What We Collect

To provide the Services, we collect and process personal information including your name, email address, utility account credentials (if you choose credential linking), uploaded utility bills (if you choose bill upload), energy usage data, service addresses, and supplier enrollment information. Full details are provided in our Privacy Policy.

6.2 How We Use Your Data

We use your data to operate the Autopilot service, evaluate supplier offers, manage enrollments, communicate with you about your account, and improve our platform. We do not sell your personal information to third parties.

6.3 Data Sharing

We share your information only as necessary to provide the Services, including with:

- Energy suppliers, for enrollment and account management purposes.



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- Our third-party data partner (for utility credential linking and usage data retrieval).
- Service providers that help us operate our platform (such as email, hosting, and analytics providers).
- Regulatory authorities, if required by law.

6.4 Data Security

We implement commercially reasonable administrative, technical, and physical safeguards to protect your personal information. However, no method of electronic transmission or storage is 100% secure, and we cannot guarantee absolute security.

7. Intellectual Property

All content, features, and functionality of the Services, including our website, application, algorithms, text, graphics, logos, and software – are the exclusive property of Gatby or our licensors and are protected by copyright, trademark, and other intellectual property laws. You may not reproduce, distribute, modify, reverse-engineer, or create derivative works from any part of the Services without our prior written consent.

"Gatby," and the Gatby logo are trademarks of Gatby Ventures, Inc. You may not use our trademarks without our prior written permission.

8. Prohibited Uses

You agree not to:

- Use the Services for any unlawful purpose or in violation of any applicable law or regulation.
- Provide false, inaccurate, or misleading information.
- Attempt to gain unauthorized access to any part of the Services, other users' accounts, or any systems or networks connected to the Services.
- Use any automated system (including bots, scrapers, or spiders) to access the Services.
- Interfere with or disrupt the integrity or performance of the Services.
- Reverse-engineer, decompile, or disassemble any aspect of the Services.



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- Use the Services to compete with Gatby or for any commercial purpose not expressly authorized by us.
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9. Disclaimer of Warranties

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, GATBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT:

- THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
- THE RESULTS OBTAINED FROM THE SERVICES (INCLUDING SAVINGS ESTIMATES) WILL BE ACCURATE OR RELIABLE.
- ANY DEFECTS IN THE SERVICES WILL BE CORRECTED.

GATBY DOES NOT GUARANTEE ANY SPECIFIC SAVINGS AMOUNT. ENERGY MARKETS ARE VARIABLE, AND ACTUAL OUTCOMES DEPEND ON MARKET CONDITIONS, YOUR USAGE, AND OTHER FACTORS OUTSIDE OUR CONTROL.

10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GATBY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF DATA, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF (OR INABILITY TO USE) THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ANY EVENT, OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00).



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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS.

11. Indemnification

You agree to indemnify, defend, and hold harmless Gatby and its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

- Your breach of these Terms.
- Your violation of any law or the rights of any third party.
- Your use of the Services.
- Any information you provide to us that is false or misleading.

12. Dispute Resolution and Arbitration

12.1 Informal Resolution First

Before filing any formal proceeding, you agree to first try to resolve any dispute with Gatby informally. You can reach us at support@gatby.com or by writing to us at our address listed in Section 17. We will try to resolve any concern within 30 days.

12.2 Binding Arbitration

If we cannot resolve a dispute informally, you and Gatby agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Services ("Dispute") shall be resolved through binding arbitration administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. Arbitration will take place in Texas or Delaware.

- The arbitrator's decision will be final, binding, and enforceable in any court of competent jurisdiction.
- Gatby will pay all AAA filing fees and arbitrator compensation for claims under \$5,000, unless the arbitrator determines your claim is frivolous.
- Each party retains the right to bring an individual action in small claims court as an alternative to arbitration.

12.3 Class Action Waiver



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YOU AND GATBY AGREE THAT ANY PROCEEDINGS TO RESOLVE DISPUTES WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. If for any reason a claim proceeds in court rather than in arbitration, you and Gatby each waive any right to a jury trial. If any court or arbitrator determines that the class action waiver in this Section is void or unenforceable for any reason, the arbitration agreement shall be deemed null and void with respect to such proceeding.

12.4 Governing Law

These Terms shall be governed by and construed in accordance with the Federal Arbitration Act and, where applicable, the laws of the state Texas, without regard to its conflict of laws principles.

12.5 Time Limitation

Any claim arising out of or related to these Terms or the Services must be filed within one (1) year after the claim arose. Claims filed after this period are permanently barred.

13. Changes to These Terms

We may update these Terms from time to time to reflect changes in our Services, business practices, or legal requirements. When we make material changes, we will notify you by email or by posting a prominent notice on our website at least 30 days before the changes take effect. Your continued use of the Services after the effective date of updated Terms constitutes your acceptance of those changes. If you do not agree with the updated Terms, you may cancel your account as described in Section 5.

14. Third-Party Links and Services

The Services may contain links to third-party websites or services that are not owned or controlled by Gatby. We are not responsible for the content, privacy practices, or terms of any third-party sites or services. Your interactions with third-party services are governed by their own terms and policies.

15. Severability



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If any provision of these Terms is found to be unenforceable or invalid by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible, and the remaining provisions will continue in full force and effect.

16. No Waiver

Our failure to enforce any right or provision of these Terms will not be considered a waiver of that right or provision. Any waiver must be in writing and signed by Gatby.

17. Contact Us

If you have questions about these Terms, your account, or the Services, we'd love to hear from you:

- Email: support@gatby.com
 - Website: www.gatby.com
 - Mailing Address: 3120 Southwest Fwy., Suite 101, PMB 25976, Houston, TX 77098
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18. Entire Agreement

These Terms, together with our Privacy Policy and any LOA you execute, constitute the entire agreement between you and Gatby regarding the Services and supersede all prior agreements, representations, and understandings.

Thank you for choosing Gatby. We're working to save you money on energy. Automatically.