

Gatby Ventures Inc. Terms of Service

Last Updated: October 7, 2025

1. Introduction

This Terms of Service (“TOS” or “Terms”) is a legal contract between you and Gatby Ventures Inc. (“Gatby,” “we,” “us”). It governs your use of our website gatby.com (“Website”) and all related services (collectively, the “Services”).

By using our Services, you agree to these Terms. 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 will be effective upon posting on the Website or notification by email. Continued use of the Services after updates constitutes acceptance of the revised Terms.

2. Overview of Services

Gatby provides an electricity marketplace and concierge service that allows users to compare, enroll, and manage electricity services (“Services”) from third-party providers (“Providers”). This information is for educational purposes only.

If you choose to enroll with a Provider found through our Website, your contract for services is with the Provider, not Gatby. We are not responsible for the quality of services given by these Providers. Under the traditional brokerage model, Gatby acts solely as a facilitator between you and Providers.

Under the concierge model, you may grant Gatby limited authorization to act on your behalf for account setup, enrollment, renewal, transfer of service, and cancellation.

By utilizing the Services, you acknowledge and agree that Gatby will not bear any responsibility or liability to you or any third party for any outcome, loss, or damage that arises, either directly or indirectly, in connection with any of the situations outlined in this section or within the overall Terms, except as expressly stated otherwise in these Terms.

By submitting an enrollment form with Gatby, you consent to receive marketing messages (e.g. promos, renewal reminders, enrollment notifications) from Gatby at the number provided. Consent is not a condition of purchase. Message and data rates may apply. Users can unsubscribe at any time by replying STOP or clicking on the unsubscribe link (where available).

You may use Gatby's Services without granting any agency authority. Customers who opt in to the Concierge Service provide Gatby with limited, revocable authorization to act on their behalf solely for the purposes described below.

You agree and understand that you are appointing Gatby as your limited agent for the purpose of selecting and enrolling your service location for electricity service with retail electricity providers from time to time on your behalf. BY USING THIS SITE, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE AUTHORIZING GATBY TO ENROLL YOUR SERVICE LOCATION DIRECTLY WITH RETAIL ELECTRICITY PROVIDERS ON YOUR BEHALF. In addition to enrollments, you acknowledge that Gatby may contact a retail electricity provider on your behalf regarding your account.

To set up these accounts, you'll need to provide specific personal details. This includes your name, date of birth, service address, social security number, and other relevant information.

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 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, billing details, and other essential data for opening your account(s).

3. Concierge Authorization and Agency Relationship

By enrolling in the Concierge Service, you appoint Gatby as your limited agent for the purposes of enrolling, renewing, or canceling electricity service with retail electricity providers ("REPs") on your behalf. This includes authorizing Gatby to communicate with your local utility or Transmission Distribution Service Provider ("TDSP"), Retail Electricity Provider, or Smart Meter Texas ("SMT") to access, manage, or update your account information. Furthermore, you agree to comply with the [Terms and Conditions of SMT](#) for any accounts established on your behalf.

Gatby reserves the right to store any data collected from the SMT or TDSP accounts. You will be provided access to your credentials and may request the cancellation of any such accounts by contacting our customer service department. Furthermore, you agree to comply with the Terms and Conditions of SMT for any accounts established on your behalf.

When you utilize Gatby, you give it the necessary authorization to act as your representative for creating an account to receive electricity services from your local regulated public utility company ("Distributor"). This also extends to Gatby acting as your agent, where applicable, for setting up an account with the entity in your area that sells electricity ("Supplier").

A form of the Agency Authorization Letter (AAL) can be found below:

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

You may rescind this authorization at any time by providing notice to us at support@gatby.com. You acknowledge that Gatby's ability to provide certain services may be limited or compromised without these authorizations.

This authorization is limited and revocable. It does not establish a fiduciary relationship between you and Gatby. Gatby acts solely as an agent for the specific purposes defined in these Terms.

4. Account Management and Customer Responsibilities

After your account is set up, the Distributor and/or Supplier will directly communicate with you under their terms and conditions. Gatby won't have access to your account(s), and you can change your login details anytime. You're responsible for all payments and for terminating your account(s) if you opt for a different energy service via Gatby.

Gatby is not a Retail Electricity Provider, does not supply or transmit electricity, and is not endorsed by any utility or government agency. We make no guarantees regarding the quality, timeliness, or availability of electricity services from Providers. You are responsible for all payments and for managing your accounts directly with Providers. Gatby disclaims all liability for service interruptions, billing errors, or Provider performance. Gatby is not accountable for the accuracy or delivery of your electricity bill or statement, or any discrepancies in it. Any issues regarding your Utility Statement should be addressed with your Distributor and/or Supplier.

5. Plans and Compensation

Gatby does not charge users for accessing the Website. Some Providers pay us a fee when users enroll in their services. This affects how Providers are featured on our website.

6. User Responsibilities

You must not misuse the Website or services, including hacking, sharing accounts, or introducing harmful software.

7. Limitation of Liability

Gatby neither supplies nor transmits electricity and isn't connected to or endorsed by any Distributor or Supplier. By using Gatby's Services, you acknowledge that Gatby is merely a facilitator and not a party in any transactions with your Distributor and/or Supplier. Therefore, Gatby is not liable for any aspect of your interactions with these entities, including service delivery, payments, or the quality and timeliness of goods or services provided.

By utilizing the Services, you acknowledge and agree that Gatby will not bear any responsibility or liability to you or any third party for any outcome, loss, or damage that

arises, either directly or indirectly, in connection with any of the situations outlined in this section or within the overall Terms, except as expressly stated otherwise in these Terms.

Some jurisdictions do not allow certain liability exclusions; in such cases, Gatby's liability shall be limited to the maximum extent permitted by law.

8. Copyright

Gatby is a trademark owned by Gatby Ventures Inc. The website and services provide content such as logos, graphics, programming code, scripts, sounds, images, and text ("Website Materials"), along with the intellectual property rights inherent in them, are owned by Gatby or are used under license from third-party copyright holders. The use of copyrighted materials from third parties without a license is strictly for commentary, criticism, or educational purposes as allowed by the fair use clause of section 107 of the U.S. Copyright Law. Unless explicitly mentioned, it is prohibited to copy, reproduce, modify, distribute, sell, broadcast, store, or utilize any of the Website Materials without prior written consent from Gatby or the respective copyright owner. You are permitted to display and print materials from the website for your personal, non-commercial use only, provided that these materials are not altered and that all copyright and proprietary notices are kept intact. Gatby invites you to report any website content you believe violates your intellectual property rights. Only the intellectual property owner or an authorized representative has the right to report infringing content. If you believe that your copyright, trademark, or other intellectual property rights have been infringed upon, please adhere to the outlined procedures. In accordance with the U.S. Digital Millennium Copyright Act, notices of alleged copyright infringement on our services should be directed to our designated copyright agent at the provided postal address in this TOS. We hold the authority to remove any content believed to be infringing at our discretion, without prior notice and without any liability to you. Furthermore, we reserve the right to terminate your account if you are found to have willfully posted infringing content.

9. Texas Broker Disclosure

Gatby Ventures Inc. is a registered electricity broker with the Public Utility Commission of Texas (PUCT), commission number BR230236. Gatby Ventures Inc. is a electricity marketplace where users can enter their zip code, browse plans in their area, switch providers through the gatby.com website.

10. Contact Information

For inquiries about these Terms, contact us at support@gatby.com

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