



## Business Member Code of Conduct

Each business member of RENEW Wisconsin (RENEW) is pledged to observe the highest standards of honesty, integrity, and responsibility in the conduct of business. RENEW has adopted this business code of conduct (“Code”) to promote transparency, good faith, and understanding in the Wisconsin clean energy industry. RENEW expects all members to uphold both the Code’s letter and its spirit.

### 1. GUIDING PRINCIPLES

1.1 Members of the greater renewable energy industry (“Company” or “Companies”) are expected to abide by this Code in their regular business practices.

1.2 As part of their membership in RENEW, and as a prerequisite to gaining membership, RENEW member Companies expressly agree to follow the Code, cooperate with RENEW and any designated third party during any investigations into alleged violations of the Code, and comply with any authorized actions by RENEW or third parties to enforce findings made with due process.

1.3 RENEW endorses the [BBB Business Partner Code of Conduct](#) and incorporates its terms as part of the Code.

1.4 Companies should always act in full compliance with federal, state, and local laws regarding truth in advertising, consumer protection, contract law and other relevant regulations, and all applicable ethical business guidelines set forth by the Council of Better Business Bureaus (BBB), Federal Trade Commission (FTC), Consumer Financial Protection Bureau (CFPB), relevant state consumer protection bureaus, and other regulatory bodies with jurisdiction.

1.4.1 Where a Company uses contractors, service providers or agents to perform activities covered by this Code, Company shall take commercially reasonable measures to require such contractors, service providers or agents to abide by this Code. In such instances, references to “Company” in this Code shall be read to include a reference to such contractors, service providers or agents.

1.4.2 Where compliance with a Code provision would cause noncompliance with a relevant law or regulation in a specific jurisdiction, a Company should act in full compliance with the relevant law or regulation for that jurisdiction instead of the Code provision.

1.5 RENEW will cooperate with federal, state, and local law enforcement and partner business organizations regarding violations of the Code and any related laws.

1.6 Companies shall provide a copy of this Code to all employees and representatives who have contact with consumers (“Consumers”) or consumer interests as part of their job responsibilities.

## **2. UNFAIR, DECEPTIVE, OR ABUSIVE ACTS OR PRACTICES**

**No acts or practices shall be unfair, deceptive or abusive to customers, Company employees, RENEW and RENEW’s representatives, or third parties.**

2.1 As a guiding principle, each Company shall conduct all aspects of its business that touch on Consumers or their interests without any unfair, deceptive, or abusive acts or practices (“UDAAP”).

2.2 Companies shall promote in good faith only those products and services which are known to be functionally and economically sound, and which are known to be consistent with objective standards of health and safety.

2.3 Companies shall refrain from any act intended to restrain trade or suppress competition.

2.4 Companies shall take appropriate action to preserve the health and safety of employees, trade contractors, and clients.

2.5 Companies shall acknowledge and take appropriate action on all customer complaints.

## **3. ADVERTISING**

**Claims should be accurate, easily understandable and based on facts.**

3.1 No advertising claim by any Company should be deceptive or misleading, whether by affirmative statement, implication or omission.

3.2 All claims must be supported by factual, verifiable sources.

3.3 Companies should be familiar with all advertising laws, rules, regulations and guidance, including the FTC guidance on advertising and marketing.

3.4 Prices quoted must be accurate and complete, covering all products or services offered or requested, with prices for optional or additional products or services clearly identified as such, with payment terms clearly stated, and with the period of availability of the quoted prices specified.

3.5 If advertised prices include incentives, such as from a government or utility program, that have eligibility requirements or qualifications, the Company shall fully disclose the incentives and appropriate details regarding the eligibility requirements and qualifications or otherwise provide resources that are reasonably necessary for Consumer to make an informed decision, subject to limitations and disclosures regarding providing tax advice.

3.6 If estimated prices, whether denominated as “estimated,” “suggested,” “prospective,” or other similar term, are presented to a Consumer, they must be reasonably based on the information the Company possesses. Additionally, they should be clearly disclosed or labeled as estimates or similar terms.

**Projections of future utility prices must be based on accepted sources and methods.**

3.7 Utility electricity price projections must be clearly identified, verifiable, and be based upon one or more of the following sources (“Sources”):

- Energy Information Administration (“EIA”) data from Annual Energy Review, Annual Energy Forecast, Monthly Energy Forecast, or similar official EIA publications for the state in which the system is located;
- State utility commission, energy office or commission, or similar official agency publications from the state in which the system is located;
- Retail utility or electricity generation source servicing the system location;
- Official rate case filings or forecasts from the state’s PUC/PSC;
- Historical utility price data for the system location;
- Industry experts or other qualified consultants; or
- Other similar reliable sources qualified by RENEW, including RENEW itself.

**Endorsements must be genuine and authorized by the endorser.**

3.8 Endorsements of Company or its products or services by individuals used in any media format either owned by the Company or initiated or sponsored by the Company through media owned by a third party (such as social networking sites) must be authorized by the endorser and follow all other code guidance on fairness and integrity.

**4. SALES AND MARKETING INTERACTIONS**

**Companies must respect consumer privacy.**

4.1 Companies shall comply with, and shall ensure that all of its employees, agents and contractors comply with, any and all federal, state, and local laws regarding restrictions on contacting its Consumers, including but not limited to the federal Do Not Call Registry, the CAN-SPAM Act of 2003, the Telemarketing Sales Rule, the Telephone Consumer Protection Act of 1991, *Direct Marketing Association’s Business Code Article 47, 48*, and any analogous state or local laws.

4.2 Companies must respect the wishes of Consumers who do not want to be contacted by maintaining accurate and current “do-not-contact” lists of such Consumers, and/or requiring their contractors, service providers and agents to maintain such lists.

4.3 Companies, their agents and contractors shall also comply with all other aspects of the foregoing laws related to call time restrictions, call curfews, automated and prerecorded message opt-out options, and all applicable email requirements, including properly identifying the type of email and opt out provisions.

4.4 For additional information on consumer privacy, see: Telephone Consumer Protection Act (FCC enforcement), CAN-SPAM Act (FTC enforcement), Direct Marketing Association’s Business Code Article 47, 48.

**Company representatives should treat Consumers, their fellow employees, RENEW Wisconsin employees, volunteers, and members, in addition to any third parties fairly and honestly.**

4.5 Representatives must clearly and truthfully identify the Company they represent. Each Company is responsible for ensuring that its contractors, subcontractors, and any other agents

who interact with Consumers on the Company's behalf comply with this identification requirement.

4.6 Companies shall not harass or badger Consumers, RENEW Wisconsin employees and representatives, or other third parties. Threats of physical harm, sexual assault, and other forms of physical abuse will not be tolerated.

4.7 Companies should avoid high-pressure sales techniques.

4.8 Companies should consider a Consumer's capacity to understand the terms and ramifications of a contract on offer.

4.9 Companies should not misrepresent the reason for any contact with a Consumer.

4.10 Companies must not omit material information when interacting with Consumers if the omission makes any statement or other communication with a Consumer misleading.

## **5. CONTRACTS**

### **Contract terms should reflect verbal representations.**

5.1 Companies shall ensure that written contract terms and verbal representations do not conflict.

5.2 Company representatives shall not make promises or guarantees about system performance, results, or services to a Consumer that exceed the promises or guarantees that will be in the Company's agreements with that Consumer.

### **Contracts should be clear and understandable to Consumers.**

5.3 Contracts must be written in legible font and in clear language, be structured in a way that is easy to understand, and avoid unclear or deceptive spacing or layout.

5.4 Companies must list any applicable costs or the method for calculating applicable costs.

### **Contracts should contain all material terms.**

5.5 Companies must include all material terms ("Material Terms") in their contracts.

5.6 Material Terms are those important to a knowledgeable understanding of an agreement between Company and Consumer including, but not limited to: costs, ownership terms, financing terms, warranties, consumer options in the event of a home sale, termination and system removal options and costs, and consumer rights regarding damage to property from installation.

5.7 Material Terms must be part of a contract; it's recommended they be placed above the Consumer's signature in a prominent location.