

Green-e Code of Conduct for Taiwan R.O.C.

For Products Certified under the *Green-e
Renewable Energy Standard for Taiwan R.O.C.*

Updated March 21, 2024

Version 1.1

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Purpose of Document

This Green-e Code of Conduct for Taiwan R.O.C. (“*Code for Taiwan*”) is incorporated into and part of the Green-e Energy Certification and Logo Use Agreement for Taiwan R.O.C. (the “Agreement”) governing certification under the Green-e Energy program administered by Center for Resource Solutions (“CRS” or “Center”).¹ This document serves to describe certain processes, rules, and disclosure requirements of Green-e Energy certification of renewable energy products under the Green-e Renewable Energy Standard for Taiwan R.O.C. (“*Standard for Taiwan*”). Relevant definitions are provided in the Green-e Glossary (available online at www.green-e.org/glossary).

Participant’s staff (especially personnel with responsibility for marketing, sales, accounting, and web presence) will benefit from familiarity with this *Code for Taiwan*. Center also has prepared an informational document, the Green-e Energy Participant Handbook for Taiwan R.O.C. (“*Participant Handbook*”), that is available to Participants on request and provides additional examples and templates related to the requirements in this *Code for Taiwan*. The Participant Handbook is not incorporated into the Agreement and is for illustrative and guidance purposes only.

The rules in this *Code for Taiwan* apply to Participant materials produced or provided in any language. Center may prepare translations of Green-e program documents for convenience; however, in the event of any conflict between the English version of any Green-e program document and a translated version, the English version shall prevail.

Updates to the Code of Conduct

Center reserves the right to update this document as provided by and in accordance with the Agreement.

Green-e Energy Program Processes

III.A. Important Dates for Compliance

Major compliance deadlines for Green-e Energy certification can be found in the following table. Compliance deadlines may vary year to year based on local holidays and other considerations. Center typically provides exact dates and notice of the processes outlined below via email to the contacts identified by Participant in the Agreement. The *Green-e Energy Participant Handbook* for Taiwan R.O.C. also provides a full timeline of all deadlines and activities throughout the year.

¹ For details concerning to which contracts the *Code for Taiwan* applies, please refer to your Certification and Logo Use Agreement and its list of incorporated appendices. For marketing requirements and guidelines that apply under the *Green-e Energy Direct Program Agreement for Renewable Energy*, please see [Green-e Direct Requirements](http://www.green-e.org/direct) (available via <http://www.green-e.org/direct>).

Month	Week	Deadline
January	1	Invoicing: Payment due for the year's participation, for existing products.
March	2	Verification: Unaudited reporting due. Green-e Energy Certified Product Mix Change Worksheet due.
April	1	Prospective Product Content Label: The current year's Prospective Product Content Label must be sent to all customers in automatic renewing subscriptions, and posted on product website by this time. See Section IV.B1 and Section IV.C1 for more information.
May	1	Verification: All requests for an extension of the verification submission deadline are due.
June	1	Verification: All verification materials and data must be submitted through the verification software (unless extension is granted). This deadline is typically the first business day in June.
August	1	Historical Product Content Label: Historical Product Content Label for prior year must be sent to customers and updated on the Participants' websites by this time. Green Pricing Programs with different Product Content Label distribution requirements must have submitted for an extension. See Section IV.B2 and Section IV.C1 for more information.
	4	Marketing Compliance Review: Products have until the last business day of August to provide requested marketing materials to Center. Center will review materials and respond, after which the Participant has 30 days to complete requested changes.

III.B. Participant Obligations

In order to receive certification for the Product(s) subject to the Agreement, Participant is required and agrees to:

1. Submit requested Marketing Compliance Review materials (as further described below) to ensure that website and marketing materials are in compliance;
2. Conduct an annual independent verification of certified product sales and purchases, according to the Green-e program annual verification process for Taiwan R.O.C.;
3. Provide customers and prospective customers with all required information about the certified product in an adequate, accurate and clear way;
4. Actively guard against double counting of certified products by following the requirements in the *Standard for Taiwan*, including:

- a. Selling renewable electricity or Energy Attribute Certificates ("EACs") only once; and
 - b. Taking reasonable actions to ensure that all renewable energy supply purchased by Participant to sell in Green-e Energy certified sales is free of use claims from others, and that the renewable energy or EACs have not been sold to any other party; and
5. Ensure by reporting agreements, attestations, and other contractual agreements with generators and wholesale counterparties that generation output sold in the certified product has not been counted as part of, or used for compliance with, any mandated renewable energy program (where applicable).
6. Maintain an internal record of all complaints received pertaining to the Participant's Green-e® Energy certified product's compliance with Green-e® Energy requirements. Complaints may relate to a perceived lack of compliance of the certified product with the Green-e® Energy Standard, Code of Conduct, or intent of the Green-e® rules. Participants must submit all complaints for review by CRS during Marketing Compliance Review

Instructions concerning these obligations are below.

III.C. Marketing Compliance Review Process

Center conducts Marketing Compliance Review (MCR) for each Product subject to certification to ensure that Participant is abiding by the *Code for Taiwan*.

MCR submissions typically are due from Participant on the last business day of August of each year. They must include a completed MCR checklist and samples of all marketing materials related to the Product requested by Center. Center will provide the necessary materials and instructions to the Participant ahead of the deadline.

If Center requires changes to Participant's marketing materials for compliance with the *Code for Taiwan* or other terms of the Agreement, Participant must complete the changes in a timely manner (see [Section V](#) below for information about enforcement and censure procedures triggered by non-compliance). For more information about MCR, see Section III the *Participant Handbook* for Taiwan R.O.C.

III.D. Annual Verification Process and Deadlines

Participants must complete an annual verification audit of their renewable energy purchases and sales. The verification audit is conducted by a qualifying independent auditor (selected by the Participant), who follows instructions provided annually to Participant by Center. The audit uses Participant records (such as contracts, invoices and billing statements), renewable energy tracking system records, and Green-e program attestations to verify that renewable energy products subject to certification have adhered to all relevant rules in the *Standard for Taiwan*; purchase and generation of renewable electricity and EACs equal sales of the certified product; and the Historical Product Content Label is accurate.

The audit report and final verification data and documentation must be submitted to Center no later than the verification deadline, which can vary from year to year, and typically is the end of the first business day in June after the Reporting Year. Attestation forms that document changes in ownership of EACs and renewable electricity must be submitted with the audited data and documentation.

In addition to the report by the independent auditor, Participants also are required to submit an unaudited report of certified sales in March following the close of the Reporting Year (i.e. the calendar year subject to audit).

Center will notify Participants of all verification deadlines applicable to the Reporting Year in advance of the unaudited report deadline.

Failure by a Participant to submit required verification materials to Center by the applicable due date will result in the charging of late fees in accordance with the applicable Certification Fee Structure. For more information on the verification process, please see Section IV of the *Participant Handbook* for Taiwan R.O.C.

Marketing Disclosure Requirements

IV.A. Requirements for All Marketing

Participant's marketing must be clear and accurate regarding what is certified and what is not certified, what is being sold to the customer, and any environmental benefits thereof. All documentation and marketing materials required by the *Code for Taiwan* must reference the certified Product with a consistent name of both the product and the Participant. Changes in Product name must be reported to Center in writing no less than 15 days in advance of the change.

IV.A1. Logo Use and Word Mark Use

Participants are licensed to use certain Center trademarks subject to and in accordance with terms and condition of the Agreement, including the incorporated [Green-e Logo Use Guidelines for Taiwan R.O.C.](#) Use of the Green-e logo(s) and word mark in any manner not expressly authorized under the Agreement is prohibited and constitutes a violation of the Agreement, including this *Code for Taiwan*. Participants must not use the Green-e logo(s) or word mark, except in direct association with Participants' certified products; accordingly, such marks must not appear on Participant materials such as business cards, website footers, and letterhead.

IV.A2. Required Language for Describing Green-e Energy Certification

Every use of the Green-e logo must be accompanied by the website address, www.green-e.org, unless Participant receives written approval from Center to omit it. Wherever possible, address should actively link to the Green-e Program's website.

When using the Green-e logo or word mark in certified Products' Historical and Prospective Product Content Labels and Price, Terms, and Conditions (see Sections

[IV.B1](#), [IV.B2](#) and [IV.D](#), respectively), Participant must include the following disclosure language next to the mark(s):

“[Product Name] is Green-e certified and meets the environmental and consumer-protection standards set forth by Center for Resource Solutions. Learn more at www.green-e.org.”

Participants also must include this language on the website that most prominently describes their certified product(s). This requirement will be satisfied by prominently displaying the Prospective Product Content Label.

For optional language that describes Green-e Energy certification in greater detail, see Section VI.A of the *Participant Handbook* for Taiwan R.O.C.

IV.A3. Restrictions on the Words “Certifiable” and “Eligible”

Center expressly prohibits use of the phrase “Green-e Eligible” in any context, including wholesale transactions. Center also prohibits use of terms like “eligible” or “certifiable” in materials addressing Green-e certification, including in marketing and sales to retail and wholesale customers. Green-e Energy certified products should be described as “Green-e Energy certified” when a Participant wishes to identify the relationship between the Product(s) subject to the Agreement with Center’s Green-e Energy certification program. Center rejects descriptions of renewable electricity, green tariffs, Energy Attribute Certificates, or other renewable energy products as “eligible” or “certifiable” or the equivalent, because no product is guaranteed certification by Center. Center also seeks to avoid confusion between certified products (in which case the seller has a certification agreement in effect with Center) and those that are not certified (in which case Center does not and cannot support any statement about whether the product might become Green-e certified at a later date). Furthermore, the word “Green-e” is a trademark of Center, registered in the U.S. and to which Center claims rights in other countries and may only be used in reference to certified products; other uses may violate Center’s intellectual or other property rights, among other issues.

IV.B. Required Disclosures

Participants have customer disclosure obligations for any product subject to certification under Center’s Green-e Energy program, as detailed below. Disclosures required herein may be conveyed by email, newsletter, annual report, or other regular communication. Required disclosures must be actively delivered; it is not sufficient to post disclosures on a website. Participants may provide a disclosure via email that contains a direct link to the required material. If a Participant does not have an email address for a customer, it must use another approved form of communication with the required content in order to satisfy its obligations.

IV.B1. Required Mailings: Prospective Product Content Label (“PPCL”)

Participants must deliver at least two product content labels annually to customers of the Green-e Energy certified product: a Prospective Product Content Label and a

Historical Product Content Label. (Additional PCLs may be required in the event of changes to a certified product.)

Participants must deliver to customers the current year's Prospective Product Content Label (PPCL) within 60 days after the customer purchases the certified product, in the form of a Welcome Packet (see [Section IV.B3](#)).

If a customer purchases a certified product to be delivered over more than one calendar year, or that renews automatically (such as signing up for renewable electricity service from an electricity provider), Participant must provide that customer with a PPCL annually for each year of product delivery by April 1, in addition to delivery through the sign-up Welcome Packet.

If delivered physically, the document must contain a complete PPCL. If delivered electronically, the delivered document or email may contain either the full PPCL or a hyperlink that directly links to the PPCL with language explicitly directing the customer to the full PPCL (for example, "Please view the complete listing of the prospective resources to be included in this product: [Year] Prospective Product Content Label").

IV.B2. Required Mailings: Historical Product Content Label ("HPCL")

a. General Historical Product Content Label distribution requirements

Participants must deliver to each customer that purchased the certified product at any point during the previous year (whether for the whole year, a period of the year, or in a one-time purchase) a Historical Product Content Label (HPCL) by August 1 of the year following purchase. The HPCL must meet *all* information requirements of [Section IV.C](#) and contain accurate information about the contents of the product. (See also [Section V.B](#), "Process for Addressing Substantial Differences in Supply" for information about variance.)

The full HPCL must be delivered to the customer electronically or physically. If delivered physically, the document must contain a complete HPCL. If delivered electronically, the delivered document or email may contain either the full HPCL or a hyperlink that directly links to the HPCL with language explicitly directing the customer to the full HPCL (for example, "Please view the complete listing of the resources included in this product: [Year] Historical Product Content Label").

b. Upfront Historical Product Content Label disclosures

For one-time sales where the customer is given a HPCL at time of enrollment that contains information about the *actual* supply procured for the customer (including the resource types, proportions, and location of generation), a follow-up HPCL in the following year is not required. To qualify for upfront HPCL disclosure, no variance may occur from the product mix advertised and disclosed to the customer at the time of sale and the actual supply procured for the product. Multi-year contracts with non-residential customers may also qualify for an upfront HPCL, in which case the HPCL does not need to be delivered after the time of sale unless the product mix

changes over the period of the contract. In order for upfront HPCL disclosure to be used with a product sold to residential customers, such disclosure must be approved in advance by Center.

IV.B3. Required Mailings: Welcome Packet

Within 60 days of signing up to receive a certified product, or of signing up to switch a product offering or enrollment level, each customer must be provided the following documents by the Participant as part of the “Welcome Packet”:

1. A welcome letter;
2. The product’s current PPCL; and
3. The product’s Price, Terms, and Conditions (PTC).

The Welcome Packet must also include the following information:

4. The enrollment level (the amount of kilowatt-hours [kWh] or percent of use) at which that the customer signed up. This may be in the top portion of the PPCL or an accompanying letter or other document in the Welcome Packet. For example, if the Participant offers a 50% and a 100% product, the PPCL may reference both options, but an accompanying letter or bill must clarify the percent to which the customer has subscribed.
5. For Participants selling EAC products, the “Long EAC Disclosure” specified in [Section IV.E2](#) in physical mailings of the Welcome Packet. If Welcome Packet is sent electronically, the Participant may include a link in the electronic communication to the Long EAC Disclosure on their website. If a Participant does not reference the certified product on their website, the Participant may link to the Long EAC Disclosure on the Green-e program website (www.green-e.org/rec). Participants offering Variable Mix products to non-residential customers may satisfy this requirement by including the Long EAC Disclosure language in their contracts.

The Welcome Packet may be sent electronically or physically. If sent electronically, Participants can choose to either fully display the PPCL and PTC within the body of the email, or include hyperlinks to the PPCL and the PTC within the body of the email. The links must be clearly labeled, and include the document names of “Prospective Product Content Label” and “Price, Terms, and Conditions” at a minimum.

IV.B4. Bills

Participants must include the certified product name and charges on customers’ electricity bills. If a customer is invoiced separately by the Participant, and where the charges and product name are not included on the customer electricity bill, the customer invoice must contain the product name and charges. In limited circumstances where the certified product charges are listed on the electricity bill, but it is not possible to list the certified product name on the electricity bill due to billing constraints, Participant may request an exception from Center, which may be granted in Center’s sole discretion.

IV.C. Product Content Labels, Prospective and Historical

Participants must supply Product Content Labels (PCL) to customers as set forth in the previous section and this section. There are two types of PCLs: (1) the Prospective Product Content Label (PPCL) provides information about the supply the Participant is advertising and plans to provide the customer during a specific year, and (2) the Historical Product Content Label (HPCL) provides information, verified by Center through the Green-e verification process, about the *actual* supply that was retired on behalf of the consumer during the Reporting Year.

IV.C1. Required Information for All Product Content Labels

All PCLs must follow all applicable national and regional requirements *and* include the information required set forth below. Except as noted, these requirements apply to both Prospective and Historical Product Content Labels. **For all product types, all information must be included in one document.**

The following components are required for all PCLs:

1. **Title:** The PCL title must include whether it is the Prospective or Historical Product Content Label and the calendar year of sales to which it applies.
2. The resources in the renewable energy product, listed by fuel type percentage and geographic disclosure of facility location(s).
 - a. **Location:** City / County in Taiwan R.O.C.
 - b. **Resource:**
 - i. *Prospective Product Content Label:* Must list each resource type that is intended to be included in the product.
 - ii. *Historical Product Content Label:* Must list each resource type that was actually included in the product.
 - c. **Percentage:** What portion of the certified product is made up of each eligible resource type. See [Section V.B](#) for rules on allowable deviation between Prospective Product Content Label and Historical Product Content Label.
3. **Level of enrollment:** PCLs must include text describing the level of enrollment or enrollment options (e.g. 75 kWh per month, 50 percent of electricity), and whether the product is sold in kWh or as a percent of electricity use. Each PCL template contains the text that must be used for that product type (See [Section IV.C2](#) and www.green-e.org/pcl).
 - a. If multiple enrollment levels are displayed in the PPCL, the letter in the Welcome Packet must disclose the individual customer's enrollment level.
4. **Contact information:** All PCLs must include the Participant's customer service contact information, including a phone number, email address, and company website.
5. **Green-e Energy Program certified logo**
6. **Green-e Program Disclosure Language** in [Section IV.A2](#).
7. **Comparative Mix:** Include the comparative mix of the customer's default electricity mix, using the following phrase or similar "For comparison, the current average mix of resources supplying [region or your electric utility] includes: Coal (x%), Nuclear (x%), Oil (x %), Natural Gas (x %), Hydroelectric (x

- %), and Other (x %). This resource mix was prepared in accordance with [a particular best practice standard, or other cited source].” Any resource greater than 1% must be broken out individually or may appear as a table inside or next to the PCL.
- a. *Renewable electricity products*: Use the default electricity option from Taiwan Power. This data must come from the most recent year from which public data is available at the time of PCL publication.
 - b. *EAC products*: Comparative mix can be, at a maximum, equal to the national average resource mix. In all cases, using the resource mix most specific to the target customer is recommended.
8. **EAC Disclosure:**
- a. *All EAC products*: Must include the Short EAC Disclosure language
9. **Required Footnotes** (as applicable):
- a. *Prospective Product Content Label for all product types*: A footnote explaining that actual resource figures may vary and the date that the HPCL will be provided to customers (see PPCL variation of Footnote 1 in the templates).
 - b. *Historical Product Content Label for all product types*: A footnote explaining that the figures reflect the resource mix delivered to the customer (see HPCL variation of Footnote 1 in the templates).
 - c. *All residential products*: Include the following footnote describing the average residential electricity usage: “The average residence in Taiwan R.O.C. uses [XX] kWh per month. [Source: YY]”. The Participant should use the most recently available Taipower data at the time of publication. The geographic reference, data source, and year must be given.²
10. (Optional) **Vintage**: It is recommended, but not required, that the Historic Product Content Label contains more detailed information on the month or quarter of generation of the renewable energy used in the certified product, since some end-users rely on this information when comparing products and reporting to GHG inventory systems.

Note: It is acceptable for a large group of individual generators, areas or territories to be included in a Prospective Product Content Label if the Participant uses “or” to make it clear that supply might not be drawn from all of the listed locations. For example, when listing “Generator A, Generator B or Generator C” on a Prospective Product Content Label, the final resource mix and Historical Product Content Label may include any combination of these generators, and the removal of one of the generators in the Historical Product Content Label does not constitute a substantial change. If “Generator A, Generator B and Generator C” or “Generator A, Generator B, Generator C” is listed on the Prospective Product Content Label, the final content mix and Historical Product Content Label must include generation from all three of these generators.

² Data on national average electricity usage can be found on through Taipower’s statistics, for example: <https://www.taipower.com.tw/tc/page.aspx?mid=213&cid=350&cchk=442d7a5d-36f1-4036-89da-a40d392985c4>

IV.C2. Product Content Label Format and Templates

Participants must use the PCL format applicable to its certified product type. A Participant may be approved to use a different format for the label if required by a relevant regulation or law, as long as the label contains all the required information. Minor variations in formatting, such as rounding the edges and font changes, are allowed without approval.

Center encourages Participants to use one of the PCL templates available in the *Participant Handbook* for Taiwan R.O.C. or at www.green-e.org/pcl. If Participant does not consider any of the provided templates appropriate for its certified product(s), please contact Center at energy@green-e.org for approval of a modified or alternative PCL.

IV.C3. Annual Update of the Prospective Product Content Label (PPCL)

Participants must update the PPCL by April 1 of each year to reflect the mix of resources planned to be offered in the new Reporting Year (See [Section III.A](#) “Important Dates for Compliance”).

Customers with automatically renewing subscriptions must receive the updated PPCL annually by April 1 via an approved mode of communication (see [Section IV.B1](#) for directions on sending this communication). Posting the updated PPCL online alone is insufficient.

For residential products: In addition to the mailing requirement above, the PPCL must be available to potential customers on the Participant’s website by April 1. The website posting must meet the requirements listed in [Section IV.E8](#).

IV.C4. Annual Update and Delivery of Historical Product Content Label (HPCL)

By August 1 of the year following the Reporting Year to which the HPCL applies, Participant must send the HPCL to all customers who purchased the certified product during the Reporting Year, even if those customers have since stopped purchasing the certified product (provided Participant still has the ability to contact the customer and if such contact is permitted by law). Participants that are electricity retailers can request an extension of this requirement for renewable electricity products if they can demonstrate a need for such extension. For one-time sales of certified products where the HPCL is provided at the time of purchase, see [Section IV.B2](#).

Center will cross-check the HPCL with data from the annual Green-e verification process to ensure that customers receive the product that was advertised. There may be no more than a four percentage point difference between the PPCL and the HPCL, and no more than a one percentage point difference between the HPCL and verified data. For more on allowed variance between PPCL and HPCL, and how such differences are addressed, see [Section V.B](#).

In cases where Participant has submitted and Center approved a Green-e Energy Certified Product Mix Change worksheet per [Section V.B](#) of this document,

Participant must include the approved change in the resource mix and the reason for the change in that Reporting Year's HPCL. Center must approve Participant's description of the reason for the resource mix change before Participant sends the HPCL to customers.

For residential products: The HPCL for the previous year must be present on the Participant's website each year by August 1. The website posting must meet the display requirements listed in [Section IV.E8](#).

IV.D. Price, Terms, and Conditions ("PTC")

Each Participant must provide customers with a Price, Terms, and Conditions ("PTC") disclosure document that clearly describes the customer's responsibilities in purchasing the Green-e Energy certified product. The PTC must be in a simple and easily understandable format. A template is provided in the *Participant Handbook* for Taiwan R.O.C.

IV.D1. Delivery Requirements for the Price, Terms, and Conditions

Participants must send the PTC to new customers within 60 days of purchasing the certified product as a part of their Welcome Packet (see [Section IV.B3](#)). The PTC must be sent to all existing customers (including customers engaged in automatically renewing contracts) any time the contents of the PTC change, and such customers must be given at least 30 days to cancel without penalty or fee. All information required in [Section IV.D2](#) below must be included in the same document that serves as the PTC.

For non-residential products: The contract may serve as the PTC if all of the required information is included.

IV.D2. Required Information for Price, Terms, and Conditions

The Price, Terms, and Conditions must include:

1. The **Green-e Energy Program certified logo** (as used in [Section IV.A1](#) and [Section IV.A2](#)) except in cases where the requirements of the PTC are included within the contract for a non-residential product.
2. The **Green-e Program Disclosure Language** from [Section IV.A2](#).
3. The **Participant's name** and any joint venture partners from whom the customer is purchasing or with whom the customer is contracting (if a subsidiary or joint venture, include both names). Such information must be prominently displayed to customers and must match the name provided to Green-e program.
4. **Participant customer service contact information**, including customer service number, address, email and website.
5. The **contract length** in months (optional for one-time sales). If the contract is month-to-month, this must be specified on the PTC.
6. The **rate**, including price of the certified product, the rate structure, and enrollment-level options (either kWhs or percentage of electricity use).
 - a. *For products sold under variable rates or that will switch from an introductory rate to a variable rate:* Prominently disclose the factors

that determine pricing, what variable rate means (i.e. that the price will change), and the frequency of the change (e.g. monthly). If the rate structure will change in the future (for example, from an introductory fixed rate to a variable rate), a schedule must be disclosed to the customer.

7. **Any other potential charges**, including, but not limited to, taxes, the obligations/charges associated with terminating the contract, or fees associated with changing electricity retailers.
8. **Bill logistics**, with information on how customer will be billed and who will bill the customer (not required for one-time sales to non-residential customers).
 - a. *For EAC products*: The PTC must state who will bill the customer for electricity, and whether or not the cost displayed within the PTC reflects the cost of the EAC, or the cost of EAC plus electricity charges.
 - i. *For EACs sold separately from electricity*: “[EAC Product Name] from [Participant Name] is an Energy Attribute Certificate (EAC) product. The price of EACs is in addition to charges for your electricity. You will be charged separately for your electricity charges by your electricity retailer.”
 - ii. *For Participants selling a certified EAC product and also electricity service to the same customer*: “[EAC Product Name] from [Participant Name] is an Energy Attribute Certificate (EAC) product. The price of EACs is in addition to charges for your electricity. You will be charged separately for your electricity charges by [Participant Name].”
9. The **cancellation policy**, including the process for early termination and if there are any fees associated with early termination.
10. **Short EAC Disclosure language** (*EAC products only*): The disclosure language in [Section IV.E2.a](#) must be included.
11. **Any requirements under applicable national or regional law**. If there are national or regional requirements or guidelines for format and content of the PTC, Participant must adhere to them, provided the Green-e program requirements above are also met. If the required format is excessively long or unclear, Center suggests Participants also supply their customers with a summary sheet of key information.

IV.E. Additional Required and Restricted Marketing Language

IV.E1. Marketing Language Requirements and Restrictions

This section outlines further requirements and restrictions on marketing language to ensure certified products are accurately advertised.

Requirements

1. Only use environmental marketing claims that are clear and factually based.
2. Comparative and superlative statements must be presented in a clear manner that avoids customer confusion. Participants must qualify

comparative or superlative statements and should be prepared to substantiate them during Marketing Compliance Review. These include statements comparing the product to others offered in the region, claiming to be the first supplier to offer certain product offerings or features, or comparing a product's generation sources to other generation sources.

3. Each separate certified product must have a distinct and consistently used product name throughout the sales materials and disclosures. The product name cannot contain the word "Green-e" or "certified." Such terms are available for describing the product, but not allowed to be part of the product name.

Restrictions

1. Participants must adhere to the applicable *Logo Use Guidelines* that are incorporated by reference and part of their certification contracts.
2. Do not use Green-e logo(s) in association with products that are not Green-e certified or in association with a company generally. When describing, advertising, offering, or selling both certified and non-certified products on the same marketing piece or website, clearly differentiate between which products are Green-e Energy certified and which products are not.
3. Do not engage in misleading marketing regarding resources used in the certified product. For instance:
 - a) Do not make general statements such as, "This product is made from 100% renewable resources such as wind, solar, and geothermal" unless the product contains all resources listed or, for variable mix products, could contain specific purchases of every one of those resources.
 - b) General descriptions or definitions of renewable resources in a general way must be accompanied by explanations of the specific resource types contained in Participant's Green-e Energy certified product(s).
 - c) Do not show pictures of renewable resources that are not contained in the certified product mix. For example, do not show a picture of a wind turbine if the certified product contains 100% solar.
4. Do not overstate environmental attributes or benefits, expressly or by implication. This includes overstating the scope of Green-e Energy certification.
 - a) Do not claim that renewable power found in the default system mix is Green-e Energy certified. Renewables in system power that are listed in a PCL or marketing statements must be categorized under the "non-certified" portion of an electricity product and specifically labeled as "non-certified" or "not certified." A template PCL for "Percent-of-Use Electricity Products With Less Than 100% Green-e Energy Certified Renewable Energy," which should be used with certified Renewable Energy Products subject to Section III.E of the *Standard for Taiwan*, is available at www.green-e.org/pcl.
 - b) Do not represent or imply that purchasing the certified product will reduce emissions that are capped under national or regional law or under voluntary agreements, unless the Participant has secured those emissions allowances and is conveying them to, or they have been retired on behalf of, the end-use customer (see the *Standard for*

Taiwan for more information, as well as [Section IV.E3](#). “Greenhouse Gas (GHG) Emissions Value of Renewable Energy Products”).

- c) Do not state or imply that a customer is receiving electricity directly from a specific facility, such as “Purchasing this product results in electrons going directly from the generation unit to a consumer’s residence.” It is acceptable to say “through [the renewable energy program] electricity is delivered onto the grid from [a particular facility]”, only if the Participant is purchasing EACs and electricity from that facility and selling both the EACs and electricity as part of the certified product.
5. Do not refer to EACs as offsets. Further, because of the confusion that such marketing can cause, it is recommended that marketing materials for certified renewable energy products not use the word “offset” as a verb, in order to avoid customer confusion. Please note that this policy does not preclude Participants from making environmental equivalency claims (see [Section IV.E3](#)).

IV.E2. Energy Attribute Certificate (EAC) Disclosure Language

Energy Attribute Certificate (EAC) disclosure language is required on certain materials as set forth below. This section applies to all certified EAC products.

a. Short EAC Disclosure

This language must be fully visible on the Prospective Product Content Label; Historical Product Content Label; Price, Terms, and Condition; and all marketing materials with a subscription mechanism (including prior to sign up through websites):

[Product Name] is an Energy Attribute Certificate (EAC) product and does not contain electricity. An EAC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see [hyperlink to Participant’s or the Green-e program’s website containing Long EAC Disclosure language: www.green-e.org/rec].

The Short EAC Disclosure must contain a link to the Long EAC Disclosure language hosted on Participant’s website. If Participant does not reference the product on its website, Participant may link to the Long EAC Disclosure on the Green-e program’s website (www.green-e.org/rec).

b. Long EAC Disclosure

This language must be included in Welcome Packets and on Participant’s website (on the certified product page or in a general Frequently Asked Questions page) if the certified product is referenced on the website:

Your purchase of Energy Attribute Certificates (EACs) supports renewable electricity production in Taiwan R.O.C. An EAC represents the environmental benefits of 1 megawatt-hour (MWh) of renewable energy. For every unit of renewable electricity generated, an equivalent

amount of EACs is produced, and by purchasing and pairing EACs with your electricity supply you are using and receiving the benefits of that renewable electricity. Your EAC purchase also helps build a market for renewable electricity. Increased demand for, and generation of, renewable electricity helps reduce conventional electricity generation in Taiwan R.O.C. It also has other local and global environmental benefits, which may include emitting little or no regional air pollution or carbon dioxide.

The EACs in [Product Name] are verified and certified under the Center for Resource Solutions’s Green-e program, and [Company Name] is required to disclose the quantity, type and geographic source of each certificate. Please see the Product Content Label for this information. CRS also verifies that the Energy Attribute Certificates are not sold more than once or claimed by more than one party. For information on Green-e certification, please visit www.green-e.org.

On Participant’s website, the Long EAC Disclosure may be either fully displayed or accessible by hyperlink. If linked, a sentence such as the following must be included in place of the full description: “For more information about Energy Attribute Certificates (EACs), see: [hyperlink to the Participant’s or the Green-e program’s webpage containing Long EAC Disclosure language at www.green-e.org/rec]”. See other website requirements in [Section IV.E8](#) and [Section IV.F2](#).

c. Prohibited Language for EAC Sellers about EAC Products

Center does not allow Participants that sell Green-e Energy certified EAC Products to refer to or represent any of their EAC products, whether Green-e certified or not, as “renewable energy.” Any implication that such products are comprised of renewable energy (such as “green power” or “clean energy”) is also prohibited. Center imposes this prohibition because EAC products do not contain electricity. Participants that sell EACs and *also* provide electricity, must distinguish between such products and are not permitted to state that they are selling or delivering renewable energy through their EAC product. EAC sellers that advertise the certified EAC product plus electricity under a separate program name cannot market this program, or the EAC product, as renewable energy. Instead, sellers can say that they are matching or covering the customer’s electricity demand with EACs. EAC sellers may state that EACs are sourced from renewable energy.

Terms like “energy,” “electricity,” or “power” are acceptable in the name of a company selling EACs or an EAC product where it is clear throughout all marketing that the certified EAC product does not contain energy, electricity or power. An EAC product name must not contain terminology implying that the product contains electricity.

IV.E3. Greenhouse Gas (GHG) Emissions Value of Renewable Energy Products

Green-e Energy certified products must be denominated in common electricity units (e.g. megawatt-hours (MWh), kilowatt-hours (kWh), kilowatts (kW), or percentage of a user’s kWh of electricity consumption).

Center does not permit Participants to market (implicitly or explicitly) Green-e Energy certified renewable electricity and EAC products as a means to address or reduce emissions from anything other than the consumption of electricity purchased from the grid.³ Likewise, Center does not permit Participants to represent that the certified product causes global reductions in emissions or offsetting emissions.

All statements related to the GHG emissions value of renewable energy products must be supported by generally accepted scientific methodologies.

a. Avoided Grid GHG Emissions Claims for Certified Products

Participants may make statements about avoided grid GHG emissions in association with the renewable energy generation or the supply used for the renewable energy product, where the renewable generation being used has the effect of net avoiding GHG emissions on the electricity grid. However, Participants may not make statements or otherwise suggest that a customer's carbon footprint (or Scope 2 emissions) may be reduced by the amount of avoided grid emissions. Participants must not imply a causal link between the purchase of renewable energy and avoided emissions (i.e. that purchases result in generation or avoided grid emissions). They must also not present avoided grid emissions as equivalent to absolute reductions on the grid or global reductions. For examples of avoided grid emissions statements permissible in Green-e certified product marketing, please see Section VII of the *Participant Handbook* for Taiwan R.O.C.

To calculate avoided grid GHG emissions, Participants should use the grid emissions rate (“電力排碳係數”) for Taiwan R.O.C. published by the Bureau of Energy and subtract direct emissions from the renewable generator itself (if any).⁴

Center recognizes that Participants may want to use another methodology to make these conversions in certain cases. Regardless of the methodology and/or emission rates used, all Participants must be able to provide Center and Participant's customers with their carbon calculation methodology to substantiate stated environmental claims upon request.

³ Reducing the consumer's emissions from sources other than electricity must be done directly or with carbon offsets, which are held to a different set of quality criteria, including additionality criteria. This can be accomplished with products certified under Center's Green-e Climate certification program. For further information about Green-e Climate certification, please visit www.green-e.org/climate or contact Center at climate@green-e.org or +1-415-561-2100.

⁴ Programs that specifically work with end-use consumers in communicating or recognizing their renewable energy purchases may require consumers to use a separate methodology for deriving the carbon value of renewable energy purchases, including using different conversion factors or calculating rates by different regions of generation. End-use consumers will need to work directly with these separate programs to determine what environmental claims are permitted under their respective guidelines.

Carbon equivalency claims (i.e., comparisons between the amount of avoided emissions associated with the renewable generation to the amount of emissions avoided by other activities a customer may be familiar with, like trees planted or cars taken off the road) are permitted. To make equivalency claims, Participant must use and cite an authoritative source for the conversion factor or avoided emission rate of the other activities, as well as be prepared to substantiate all emissions equivalency statements made on marketing materials.

b. Carbon Footprint Reduction Claims and Indirect GHG Emissions Claims for Certified Products

Using the methodology described below, Participants may make statements about: (1) the direct emissions associated with the renewable energy the customer purchases (which the customer can claim as its own indirect or Scope 2 emissions), and (2) the benefits of switching to renewable energy or a Green-e Energy certified product in terms of changes to the consumer's carbon footprint (i.e. changes to the customer's Scope 2 emissions). For examples of Scope 2 emissions and carbon footprint statements permissible for the Green-e certified products, please see Section VII of the *Participant Handbook* for Taiwan R.O.C.

- (1) To communicate the direct emissions associated with the electricity purchased (i.e., the indirect Scope 2 emissions that may be claimed or reported by customers as a part of their carbon footprints), Participants must calculate the direct emissions of the generation used as supply for the Green-e Energy certified product, following the market-based accounting method in the WRI GHG Protocol Scope 2 Guidance: http://www.ghgprotocol.org/scope_2_guidance.

To communicate the benefits of switching to renewable energy or a Green-e Energy certified product in terms of reductions to the consumer's carbon footprint, Participants must calculate the difference between the direct emissions associated with the renewable energy product (i.e. Scope 2 emissions as in (1) above) and the direct emissions associated with the default or alternative electricity product/mix in the consumer's location (i.e. the emissions the consumer would otherwise report). This default mix is most often the residual mix regional grid average (a regional grid average emissions factor minus voluntary purchases in that region). Where a residual mix regional grid average is not available, regional grid averages are typically used. Where regional grid averages are not available, a national grid average is typically used. Participants must use and cite an authoritative source (e.g. a government agency) for the grid average emissions factors.

IV.E4. Statements Implying Carbon Neutrality

Center does not support or endorse claims of carbon neutrality in connection with its Green-e Energy certification program. Accordingly, Center prohibits Participants from making carbon-neutral claims in relation to Green-e certified products, and such claims therefore cannot be present on Product Content Labels or Price, Terms, and Conditions, or other marketing materials for the certified product.

If a claim of carbon neutrality is made about a non-certified product, and this statement is in proximity to discussion of the Green-e certified product, the following clarifying language must be located immediately beside the claim: “Center for Resource Solutions, which operates the Green-e certification program, does not verify this claim.”

IV.E5. Describing Products with Special Features

Participants may wish to market aspects of a certified product that fall outside of Green-e program criteria. In such cases, it is necessary for the Participant to clearly state that those aspects of the product are not subject to Green-e certification.

For example, if the Participant is claiming that part or all of the revenue associated with sales of the certified product is allocated toward avian protection, it must be clearly stated in the area where this aspect of the product is discussed that avian protection is not subject to Green-e certification.

Likewise, if Participant is claiming that a specific portion of revenue associated with sales of the certified product is set aside for development of new renewable energy projects, Participant must clearly state in the area where this aspect of the product is discussed that this activity is not subject to Green-e certification.

IV.E6. Statements Implying Local or Regional Benefits

Local or regional claims (such as advertising based on sourcing from a particular neighborhood) require prominent disclosure of the detailed location of generation (matching the Product Content Label) within the same marketing piece or webpage.

IV.E7. Advertising Through TV, Radio, and Electronic Media

All advertising, regardless of medium, also must follow the requirements on marketing and language in other sections of this *Code for Taiwan*.

If customers can subscribe or buy the certified product through a form of electronic media, such as a mobile interface, the subscription mechanism requirements apply (see [Section IV.FI](#)). All subscription mechanisms advertising EAC products require Short EAC Disclosure language.

IV.E8. Websites

Any and all information related to the certified product provided on the Participant’s website must be clear and not deceptive. Websites that do not market the certified product do not need to include information about the Green-e certification program or provide Product Content Labels or Price, Terms, and Conditions.

Websites that make reference to a certified product must include on the most prominent product page the quoted language below, which must be fully visible with the “Green-e Energy certified” logo in compliance with the *Logo Use Guidelines* applicable to the Participant:

“[Product Name] is Green-e Energy certified and meets the environmental and consumer-protection standards set forth by the Center for Resource Solutions. Learn more at www.green-e.org.”

As an acceptable alternative, Participant may fulfill the above requirement by fully displaying the PPCL and the PTC on the most prominent product page.

Residential products: The most recent PPCL, HPCL (if applicable), and PTC must be visible and prominently displayed on the certified product’s website.

Non-residential products: The PPCL, HPCL (if applicable), and PTC are not required to be displayed online.

Participant may display the above documents either fully and prominently on the product page or make them accessible through hyperlinks, which must be clearly labeled to reflect the contents and include the document names of “Prospective Product Content Label,” “Historical Product Content Label,” and “Price, Terms, and Conditions,” as applicable. The links must be accompanied with a descriptive sentence, such as: “For a complete list of the resources included in [Product Name] view the Prospective Product Content Label.” “To see what customers received last year, view the Historical Product Content Label.” “To view highlights of the conditions of your subscription, see the Price, Terms, and Conditions.”

For information about when the PPCL, HPCL, and PTC are required to be updated, see [Section IV.C](#) and [Section IV.D](#).

For EAC products only: The Participant website must include the Long EAC Disclosure language, which may be either fully displayed or accessible through a link. See [Section IV.E2](#) for specific Long EAC Disclosure language. If accessible through a link, a sentence such as the following must be included: “For more information about Energy Attribute Certificates (EACs), see: [hyperlink to Participant’s or the Green-e program’s webpage containing Long EAC Disclosure language: www.green-e.org/rec].”

For information on websites that also function as a sales channel, see [Section IV.F](#), including [Section IV.F2](#).

IV.F. Sales Channels & Subscription Mechanisms

IV.F1. Rules That Apply to All Sales Channels & Subscription Mechanisms

The following rules apply to all mechanisms through which a customer can enroll in or purchase a certified product.

1. Participants must provide the following information to residential and non-residential customers **prior to** subscription, enrollment, or purchase (whichever applies). This information must also be included in any Request for

Proposal responses. Additional requirements and exceptions are noted in the applicable sales channel subsection below.

- a) **Resource mix:** The renewable energy resources in the product, listed by fuel type percentage (%). This information must match the current Prospective Product Content Label.
- b) **Geographic location:** The geographic location of renewable energy sources in the product. This information must match the current Prospective Product Content Label.
- c) **Price:** The price of the certified product, the rate structure, and enrollment level options (either kWhs or percentage of electricity use).
 - a. If the price is variable, disclose the frequency of the variability (e.g. monthly). If the rate will change in the future, disclose what the change will be and when the change will occur.
 - b. For EAC products, disclose if the price contains the cost of the certified EAC product and the cost for electricity.
- d) **Contract length:** The required contract length (if any) and fee for early termination (if applicable).
- e) **The “Green-e Energy certified” logo:** The logo with www.green-e.org (hyperlinked in electronic documents) or the Green-e program description language from [Section IV.A2](#).
- f) **EAC products:** The Short EAC Disclosure language in [Section IV.E2.a](#) must be fully visible. This requirement could also be met by displaying the Long EAC Disclosure language ([Section IV.E2.b](#)) prior to purchase.

By displaying the Prospective Product Content Label and the Price, Terms, and Conditions prominently on the subscription mechanism itself, the above requirements are achieved.

2. Participant is responsible for all marketing materials and subscription mechanisms that relate to its certified product(s), including those prepared and operated by third-parties retained by Participant. Participants must maintain control over all advertising and sales channels of their certified product. Non-compliance by third-parties acting on behalf of Participant will be deemed to be non-compliance by Participant and may result in enforcement action by Center.

While third parties without contracts with Center may endorse or refer customers to Participants selling Green-e certified products, they cannot sell certified products, market such services, or use any Center marks, including without limitation the Green-e logo. It must always be clear to prospective customers who is the seller of a Green-e certified product, and which party has the contract with Center.

All sales must be done through the Participant itself, which is the company that has a contract with CRS. Third parties without contracts with CRS, and their affiliated sales associates, can direct potential customers to the Participant’s website or phone service, but cannot sell directly through their own website. Third parties without contracts with CRS, and their affiliated associates who are employed by the Participant, can enroll customers via physical documents, but enrollments must be processed by the Participant.

Sales associates are not allowed to create or use marketing materials that have not been provided by the Participant. All websites and marketing materials must be provided by the Participant to sales associates. This includes any reference to the product online. In addition, the Green-e program may require all marketing materials also be pre-approved by the Green-e program. Multi-level marketing is not allowed for the sale of Green-e Energy certified products.

IV.F2. Sales Channel: Websites

In addition to the requirements for websites listed in [Section IV.E8](#), websites with subscription mechanisms must either:

1. Fully display the PTC, current year PPCL, and prior year HPCL (if applicable) for customers **prior to** sign-up, or
2. Fully display disclosures as required for all sales mechanisms and as listed in [Section IV.F1](#), and provide visible hyperlinks for PTC, current year PPCL, and prior year HPCL (if applicable), for customers **prior to** sign-up. The links to these documents must be clearly labeled, including the document names, and must be accompanied with a descriptive sentence, such as, as applicable: “For a complete list of the resources included in [Product Name] view the Prospective Product Content Label.” “To see what customers received last year, view the Historical Product Content Label.” “To view highlights of the conditions of your subscription, see the Price, Terms, and Conditions.”

By posting the PPCL, HPCL, and PTC on a prominent page that all customers enrolling online will see **before** sign up, Participant meets the requirements of both [Section IV.F2](#) and [Section IV.E6](#).

Websites offering EAC products: The EAC Disclosure language requirements listed in [Section IV.E2](#) apply.

IV.F3. Sales Channel: Bill Inserts/Paper Sign-up Forms

All subscription mechanism disclosure requirements in [Section IV.F1](#) apply. Physical enrollment forms (such as physical mailers, bill inserts, postcard enrollment forms, etc.) must include the certified product’s resource mix, geographic location, price/rate structure, contract length, and Short EAC Disclosure language (if a EAC product).

IV.F4. Sales Channel: Door-to-Door Cold Marketing

All subscription mechanism requirements apply. All enrollment forms used must include the certified product’s resource mix, geographic location, price/rate structure, contract length, and Short EAC Disclosure language (if a EAC product). See [Section IV.F1](#) for details on these requirements.

IV.F5. Sales Channel: Relationship and Warm Marketing

All subscription mechanism requirements apply. All enrollment forms must include the certified product's resource mix, geographic location, price/rate structure, contract length, and Short EAC Disclosure language (if an EAC product). See [Section IV.F1](#) for details on these requirements.

IV.F6. Sales Channel: Electronic Media

All subscription mechanism requirements apply. Electronic subscriptions mechanisms (such as social media, mobile apps, electronic interfaces at kiosks, and email solicitations) must include the certified product's resource mix, geographic location, price/rate structure, contract length, and Short EAC Disclosure language (if a EAC product), even in cases with minimal space for disclosure. See [Section IV.F1](#) for details on these requirements.

IV.F7. Sales Channel: Customer Service Center

Participants must communicate the information in [Section IV.F1.1](#) to customers **prior to** over-the-phone enrollment in a Green-e Energy certified program or purchase of a Green-e Energy certified product. EAC products must include the Short EAC Disclosure Language:

“[Product Name] is an Energy Attribute Certificate (EAC) product and does not contain electricity. An EAC represents the environmental benefits of 1 megawatt-hour (MWh) of renewable energy that can be paired with electricity.”

Requirements also apply to enrollment through third-party verification (TPV) software. Center does not require call centers to have 24-hour availability, but representatives must respond within two business days. See *Participant Handbook* for Taiwan R.O.C. for additional guidance for call centers.

Participants selling only to large electricity users may be given an exemption from this requirement at the discretion of CRS.

IV.G. Complaints Record

All participants must maintain an internal record of all complaints received pertaining to the Participant's Green-e® Energy certified product's compliance with Green-e® Energy requirements. Complaints may relate to a perceived lack of compliance of the certified product with the Green-e® Energy Standard, Code of Conduct, or intent of the Green-e® rules. Participants must submit all complaints (in PDF, Microsoft Word, or Excel formats) for review by CRS during their Marketing Compliance Review. CRS staff will review this Complaint Record and, if needed, ask the participant to take appropriate action to reconcile any deficiencies that may affect compliance with Green-e® certification requirements. CRS reserves the right to request the Complaints Record from participants at any time.

Enforcement and Censure

Participants are obligated to comply with the requirements of this Code of Conduct, as well as the other terms of their certification agreements. Failure to remedy non-compliance may lead to termination of Participant's Agreement and, as result, product decertification. Product decertification also occurs when a Participant voluntarily terminates its Agreement covering the product. Whether decertification occurs as a result of termination by Center for cause or by Participant voluntarily, Participants are subject to certain requirements as set forth here and elsewhere in Participant's Agreement.

V.A. Deficient or Different Supply

V.A1 Replacement Supply or Refunds

Where the Green-e verification process reveals significant differences between what has been disclosed or sold to customers and what was actually delivered, Participant is required to make the affected customers whole. This may be done by purchasing extra supply to match the disclosures made, or in some cases Center may approve a notification plan to actively provide relevant customers with information about the change in supply and offer customers a refund if they desire. Replacement supply must be audited by a qualifying independent auditor upon request by CRS and must meet the requirements in the *Standard for Taiwan*. Such notice of changed supply and the offer of the refund must be mailed or emailed to customers (as described in [Section IV.B2](#) "Required Mailings: Historical Product Content Label"), rather than only appearing on the Participant's website. Examples of common supply and claims issues are described in Section IV.D of the *Participant Handbook*.

V.A2 Substantial Differences in Supply

Products will be considered to have a "Substantial Difference" in supply in any given Reporting Year where there is a difference from that Reporting Year's Prospective Product Content Label such that:

1. The type, source or proportion of renewable resources changes by greater than four (4) percentage points of the certified product's mix⁵
2. A specific geographic location of generation provided in the PPCL changed or removed from the mix (see [Section IV.C1](#) for how use of "and" and "or" affects geographic disclosure), or
3. A resource type is added or removed from the mix.

⁵ For example: A 100% solar product that is sold to a customer to cover 50% of their electricity usage will be considered significantly changed if the customer receives 47% of their total electricity from certified solar and 3% from wind, as the certified product would have changed by 6%, from 100% solar to 94% solar. However, a certified product that covers 100% of a customer's electricity load and is made of 50% solar and 50% wind would not be considered to have changed substantially if it changes to 53% solar and 47% wind, as this is only a change of 3% of a resource as a percent of total load.

Worksheet Requirement. When one of the above Substantial Differences occurs, Participant must submit a completed Green-e Energy Certified Product Mix Change worksheet (available on the Green-e website) detailing the change in mix. The worksheet is due no later than the due date of the unaudited report worksheet for the year that the resource mix changed.⁶

The Green-e Energy Certified Product Mix Change worksheet requires applicants to submit an explanation of why the new mix provides more value to the customer. Such value to the customer should be demonstrated. The argument that the new mix is a lower cost to the consumer will not be persuasive. Examples of persuasive reasons may include providing customers with more local resources or providing more of a resource type that is particularly valued among those customers.

Center will review the submitted Green-e Energy Certified Product Mix Change worksheet and communicate its decisions to Participant. Participants may request an estimated timeline for approval. In cases of changes of greater than ten (10) percentage points, Center will decide if such a change is in the best interest of the customer and, if so, Center will take the case to the Green-e Governance Board for final determination.

Failure to submit the Green-e Energy Certified Product Mix Change worksheet before the due date will result in the Participant being in breach of the Participant's *Agreement* as of the date of discovery of the mix change by Center.

Customer Notification Requirement. If Participant changes a certified product's mix at any time during a Reporting Year in such a way as to constitute a Substantial Difference, Participant must notify customers of that product for the Reporting Year (including those purchasing the product over time or through automatic renewals), unless Center has approved a Green-e Energy Certified Product Mix Change worksheet.⁷ This notification is in addition to the required mailing of the annual HPCL. Changes that are Substantial Differences for which Center has approved a Participant's Product Mix Change worksheet must be explicitly stated on the required mailing of the annual HPCL, and include an explanation for why the difference occurred. A product's content might also change substantially between distribution of the PPCL and either annual verification of that product or when the HPCL is distributed. Changes that are not Substantial Differences do not require an updated Product Content Label to be distributed to customers.

See Section IV.C of the *Participant Handbook* a diagram of the process for addressing substantial differences in supply.

⁶ For example, a Green-e Energy Certified Product Mix Change worksheet for a product sold in 2021 must be received by Center in March 2022 in accordance with the Reporting Year 2021 Verification Timeline.

⁷ Green-e Energy Certified Product Mix Change worksheet is available to Participants through the Participant Portal on www.green-e.org.

V.A3. Additional Steps Required for Different or Deficient Supply

Where a Substantial Difference in or deficient supply is identified, Participant must obtain Center approval and either:

- a. Procure eligible replacement supply, or
- b. Notify customers and allow them the option of canceling without penalty and receiving a refund in the amount of the premium they paid beyond their standard electricity service for the certified product, for the period of time the certification was misrepresented. The notification must be approved in advance by Center and must be sent to all customers who received such product.

If the HPCL delivered to customers differs from the data submitted and audited during the annual verification process by one (1) percentage point or more, then Participant must work with Center to amend the product and/or redistribute an updated HPCL and may also be required to offer a refund.

If the above actions are not taken the Participant's products may be decertified or subject to other enforcement action. If problems with supply result in decertification, Participant must follow the requirements of [Section V.E](#) "Required Action in the Event of Product Decertification."

V.B. Marketing Compliance Review

If Marketing Compliance Review reveals that Participant is out of compliance with the Green-e program requirements with respect to marketing, including those contained in this *Code for Taiwan* and the applicable *Logo Use Guidelines*, Participant is required to cooperate with Center to bring all marketing materials and disclosures into compliance, including through revision of marketing and/or verification materials. Center also may require additional disclosure to affected customers. Such cooperation does not derogate from or undermine any Participant's contractual obligations and Center's right under the terms of its certification contract, including with respect to suspension and termination for non-compliance and breaches.

V.C. Customer Notification Required for Product Decertification

Once a product is decertified (whether voluntarily by a Participant or for cause by Center), Participant must fulfill all remaining certification obligations, including obligations described in the *Agreement* and *Code for Taiwan*.

In addition, Participants must provide customers with a notice approved by Center within 60 days after the date of decertification (typically, the date of the Agreement terminates). The notice must be sent to all customers who received the decertified product. The notice must contain the following information:

1. A statement that:

- a. ***If the product is still offered***, it is no longer Green-e certified as of the date of decertification, and customers may cancel the product that was previously certified, free of charge, starting on the date of decertification, *or*
 - b. ***If the product is no longer offered***, the product has been discontinued.
2. A hyperlink or the address for the Green-e program website, www.green-e.org, with instructions that the customer can find Green-e certified products there.
3. If customer refunds are required by Center, the customer is entitled to refund(s) and the process for obtaining such refund(s).

Proof that notification has been sent must be provided to Center within 14 days of sending the notification. Such proof includes, but is not limited to: a copy of the letter of notification, email confirmation of notification, or a statement from a mailing service.

If a compliant and satisfactory notification is not sent on time, the Participant must offer a refund to affected customers for the premium customers paid for the product above their normal electricity rates for the period in which the customer thought they were receiving a certified product but were not.

V.D. Restrictions on Future Green-e Certification

If a Participant's product is decertified due to non-compliance (i.e., terminated for cause), Participant will not be permitted to certify any new products through the Green-e program for 12 months, unless it obtains approval from the Green-e Governance Board. After 12 months, the Green-e Governance Board may at its discretion deny certification of any new products for which the Participant seeks certification.

V.E. Public Announcements of Decertification

Center reserves the right to make public announcements, including website posts, concerning product decertification and Participant termination. For example, Center would expect to announce product decertification if Center does not receive proof of the notification required under Section V.D, if the product is terminated for cause, or if any of the actions listed in [Section V.C](#) have not taken place. Public announcements may include: listing on the Green-e program website as "Decertified Due to Non-Compliance;" market advisories and press releases describing the noncompliance; and notification to customers, consumer associations, or governmental or other oversight bodies.