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#### **IMPORTANT CUSTOMER INFORMATION.**

**Right to Cancel.** You may cancel this agreement prior to midnight on the third day follow receipt of this agreement by contacting Customer Care by telephone or email.

**Dispute Resolution.** Contact Think Energy Customer Care via mail, facsimile, email, or telephone with any complaints or disputes. Alternative dispute resolution is available to customers for certain disputes involving their contractual relationship with electric suppliers such as Think Energy, which resolution options shall include mediation, arbitration, facilitation or other methods. The Massachusetts Department of Public Utilities may refer a dispute to The Massachusetts Office of Public Collaboration, which will provide mediation services to resolve disputes between electric suppliers and certain customers if the amount in dispute is greater than \$100. The subject matter of such cases must be within the Department's statutory and regulatory jurisdiction (i.e. complaints filed pursuant to G.L.c. 164, § 1F(2) and 220 CMR 11.07(4)). You may contact The Massachusetts Department of Public Utilities at [www.mass.gov/dpu](http://www.mass.gov/dpu), toll-free at 1-877-886-5066, or by mail at One South Station, Boston, MA 02110.

**Emergency Service.** The delivery of your electricity will continue to be provided by your local distribution company (local utility). Your local utility will respond to leaks and emergencies. In the event of a service outage or interruption, gas leak, or other type of emergency, you should contact your local utility at its emergency number.

**Cancellation Fee.** There is no Cancellation Fee for switching from Think Energy to another supplier or terminating this Agreement for any other reason.

Your fixed-rate price and fixed-rate term can be found on your Enrollment Confirmation. This Terms of Service Agreement, together with your Enrollment Confirmation in writing, by telephone, or through the internet, constitutes your contract for service with Think Energy.

**Purchase and Sale.** Think Energy will sell and supply and you will purchase and receive at the Contract Price all electricity necessary to meet your full requirements for your service location.

**Term.** Service will begin on the date of your first meter read following your confirmed enrollment with us by your

local utility. Because this date is determined by your local utility, we are not able to commit to a specific start date for your service. If you are a current customer renewing with Think Energy, your new fixed-rate term will begin on the first meter read date following the date your new renewal is processed by Think Energy. Upon completion of the fixed-rate term, if you fail to take action, the term will continue on a month-to-month basis based on monthly meter read cycles (referred to as "rollover service") with no change to these terms of service, except the Price will be a monthly variable rate described in the following paragraph. When receiving rollover service, you may terminate this agreement at any time with no cancellation fee. We will notify you of your renewal options between 14 days and 60 days prior to the end of the fixed-rate term.

**Price.** During the fixed-rate term you will pay the fixed-rate price per kWh of electricity consumed, which is inclusive of all electricity supply service including energy, an Intermediary Fee (in the case you used the services of a broker or consultant), ancillary services, installed (or unforced) capacity, congestion, losses, and other ISO charges or administrative fees incurred. The Price you will pay for rollover service after the fixed-rate term will be a monthly variable rate set by Think Energy that is based on the cost of electricity supply plus Think Energy costs and margin. Taxes and Utility Related Charges are not included in the Price and will be passed through to you. "Utility Related Charges" means charges or surcharges by your local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (other than network integrated transmission service); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of your state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization of above market purchases or energy load repurchases, public purpose programs and all similar items. "Taxes" means any and all taxes and fees imposed on the purchase and sale of electric energy by any governmental authority. "Intermediary Fee" means a fee included in the Price that you agree should be remitted to the broker/consultant you engaged, if any, in the selection of Think Energy as your electricity supplier. "ISO" means the New England Independent System Operator or any successor.

**Billing and Payment; Consolidated Billing.** You will be invoiced by your local utility showing the charges due for each preceding billing cycle, including the monthly charges for electricity consumption and any other charges or fees described herein, plus any Taxes and Utility Related Charges. Your local utility may, however, use estimated data for billing purposes, but such estimates will be reconciled once the local utility receives final data regarding the actual quantity of electricity consumed for the applicable billing cycle. Payment is due according to your local utility's billing due date. "Billing cycle" means the period between meter read dates.

Late Fees; Invoice Adjustments. Late or partial payments will be subject to a late payment fee equal to the past due balance multiplied by the lesser of (a) 0.89% and (b) the maximum rate permitted by applicable law, calculated and assessed monthly. We retain the right to report payment history to credit agencies. Any dispute with respect to an invoice is waived unless the other party is notified within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made; provided, however, that in the event the local utility adjusts its meter reading for any reason, we may make a corresponding adjustment to the next invoice or issue a separate invoice to reconcile such adjustment. You will reimburse Think Energy for reasonable fees incurred in collecting payment of invoices that remain outstanding beyond the due date.

Security Deposits. If you do not qualify for service based on your credit score or other payment history, Think Energy may require a security deposit before initiating service. We may also require a security deposit if you are late paying your invoice two months in a row. The deposit amount may be up to an estimate of two (2) months invoices during any twelve-month period and must be paid in the form of a check, credit card or funds transfer. We may apply your security deposit to any past due amounts owed to Think Energy. Once we are no longer your electricity supplier of record, any deposit balance remaining after full payment of your final balance will be refunded to you, and interest will be paid on cash deposits at the rate and schedule determined by your state regulation.

Change in Law. If there is a change in law, ISO zonal boundaries, administrative regulation, or any fees or costs imposed by your ISO or by a governmental authority and such change causes Think Energy to incur any capital, operating or other costs relating to your electricity service, then such costs will be passed through to you.

Force Majeure. There may be certain events that are beyond the reasonable control of Think Energy that could not have been prevented by our exercise of due diligence such as acts of God, acts of any governmental authority, accidents, labor strikes, etc. If we are unable to carry out, in whole or part, our obligations under this agreement that may result in interruptions of service due to such an event, we will give you notice and provide full details of the event in writing as soon as practicable after the occurrence of the event. During this period, our obligations will be suspended to the extent required.

**TERMINATION BY THINK ENERGY; CANCELLATION FEE.** Think Energy may terminate service upon ten (10) days prior written notice in the event of any of the following: (a) you fail to make any payment required under this agreement; (b) any representation or warranty made by you in this agreement proves to have been false or misleading or ceases to remain true, or (c) you are deemed ineligible for consolidated billing, or you request dual billing from your local utility. This paragraph

**does not limit any right of setoff, combination of accounts, lien or other right which Think Energy may have or acquire (through operation of law, contract or otherwise).**

Limitation of Liability. NEITHER PARTY IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, AND SUCH DAMAGES AND REMEDIES ARE WAIVED.

Miscellaneous. Notices, correspondence, and address changes must be in writing and delivered by regular or electronic mail, or facsimile. Notice by facsimile, electronic mail or hand delivery is deemed to have been received on the date transmitted or delivered (after business hours deemed received on next business day). All notices must be provided to the person and addresses specified by the receiving party. Title, liability and risk of loss associated with the electric energy purchased and sold under this agreement passes from Think Energy to you at the delivery point into your local utility. Unless and until you provide valid exemption certification, you will be responsible for, pay, and indemnify Think Energy for all Taxes, whether imposed on you or Think Energy, and such Taxes will be stated on your invoice. We may collect such Taxes from you by increasing Think Energy charges for the amount of such Taxes. Each of you and Think Energy will defend the other party from claims, demands and causes of action, and indemnify against any losses, costs, judgments, and damages, asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such party. No waiver by you or Think Energy of any one or more defaults by the other party in the performance of any of the provisions of this agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any provision or section of this agreement declared or rendered unlawful by a court of law or regulatory agency with applicable jurisdiction or deemed unlawful because of a statutory change, will not affect the lawful obligations under this agreement. All indemnity obligations will survive termination of this agreement. ALL MATTERS ARISING OUT OF, OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF MASSACHUSETTS, WITHOUT REGARD TO LAWS REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE. Except as specifically stated herein, Think Energy and its successors and assigns make NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE with regard to the services provided or the activities you undertake, pursuant to this agreement. We are solely a counterparty in all transactions with you under this or any other

agreement and we have no duty to advise you or exercise judgment on your behalf as to the merits or suitability of any transactions that we propose to enter into with you.

Assignment. You may not assign this agreement or any of your rights or obligations under this agreement without the prior written consent of Think Energy. We may, without your consent (a) transfer or sell our receivables (along with corresponding rights of disconnection), accounts, or proceeds, (b) assign this Agreement to an affiliate of Think Energy or to any other person or entity succeeding to all or a substantial portion of our assets, and/or (c) assign this agreement to a certified electric supplier or affiliated entity. Any assignment in violation of this paragraph is void. After our assignment of this agreement, we will have no further obligations under this agreement.

Changes to Terms of Service. This agreement constitutes the entire agreement between you and Think Energy. No amendment, modification, waiver or change will be enforceable except as outlined in this paragraph. If we wish to make changes to this agreement, we will first send you a written notice at least 14 days in advance through a separate document or on your invoice. Notice is not required for any changes that benefit you. This written notice will be clearly labeled "Important Notice Regarding Changes to Your Terms of Service." If you are satisfied with the changes, no action is necessary to continue to receive service. If you find the changes unacceptable, you may choose to switch to another supplier before the changes go into effect, without any charge or cancellation fee, however all outstanding balances will still be due. A new Terms of Service will be provided to you whenever a change is made and upon request at any time free of charge.

Privacy and Information Release Authorization. You authorize Think Energy to obtain and review information regarding your credit history from credit reporting agencies and the following information from your local utility: consumption history, billing determinants, local utility account number, credit information, public assistance status, existence of medical emergencies, status as to whether you have a medical emergency, are human needs, elderly, blind or disabled and data applicable to cold weather periods, and information pertaining to tax status and eligibility for economic development or other incentives. This information may be used by Think Energy in accordance with applicable law to determine whether we will commence and/or continue to provide electric supply service to you and will not be disclosed to a third party unless required by law. Your acceptance of this agreement constitutes authorization for the release of this information to Think Energy. This authorization will remain in effect during the agreement Term. You may rescind this authorization at any time by providing written notice or by calling Customer Care, however such a rescission entitles Think Energy to terminate service.