

## ENERGY PLUS TERMS OF SERVICE FOR NATURAL GAS SUPPLY

We appreciate your business. This document is a contract between us, Energy Plus, and you that allows us to switch your natural gas account(s) to our service. It describes the nature of our service with you and provides important information for you to be aware of. We will begin supplying your natural gas under this contract, but your utility will continue to be responsible for delivering your natural gas sending you a bill for both of our services.

<b>Customer Disclosure Statement</b>	
<b>Price for Your Natural Gas</b>	You'll receive a promotional natural gas supply price for your first three billing cycles that is 5% lower than your utility's natural gas supply rate effective on the first day of each month for residential and commercial rate classes.
<b>Price Changes</b>	We will determine the variable supply price in our discretion based on many different factors, which may include competitive prices, industry charges we are responsible for, applicable state and local taxes, profit margins, or other business conditions. During the term of a fixed price plan, we reserve the right to change the price to recognize regulatory changes made by a duly constituted governmental authority or independent system operator and we will provide you with 30 days' written notice of any such change to the fixed price.
<b>Length of Your Commitment</b>	Month-to-Month. We will begin providing service to you after your utility processes our request to switch your service. The switch will not occur before the expiration of your "Right to Rescind" period. Our service will continue until either of us cancels the contract.
<b>Your Right to Rescind</b>	You have 3 business days to rescind this contract. This is called your "Right to Rescind" period, which means you will not start service with us until after this period.
<b>Your Right to Cancel</b>	Once service has started, you may cancel by contacting us. It may take one or two billing cycles before the cancellation is finalized, depending on your utility's timeframes.
<b>Applicable Fees</b>	None. You can cancel without a fee. Cancellation may take 1-2 billing cycles depending on your utility's timeframe.
<b>Renewal</b>	Our service will continue until either of us cancels the contract.
<b>Benefits and Savings Details</b>	If you do cancel this contract, you may forfeit some of the rewards that we describe in your Welcome Confirmation, and you will be responsible for unpaid balances as of the cancellation date. See Rewards Program Disclosures.

### A. Important Information

**Length of Your Commitment:** *Month-to-month.* We will begin providing service to you after your utility processes our request to switch your service. The switch will not occur before the expiration of your "Right to Rescind" period. Our service will continue until either of us cancels the contract.

**Price for Your Natural Gas:** The promotional natural gas supply price you will receive during your first three billing cycles with us will be 5% lower than your utility's natural gas supply rate effective on the first day of each month for residential and commercial rate classes. For your reference, our prices include natural gas and supply, but they do not include any utility distribution charges or other utility fee or charge. After the promotional period, your prices with us will be variable. We will determine the variable supply price in our discretion based on many different factors, which may include competitive prices, industry charges we are responsible for, applicable state and local taxes, profit margins, or other business conditions. Our current and historical prices are not an indicator of our future prices and we do not guarantee any savings. Our prices may be higher than your utility's supply rate. No matter what, we will not increase your variable price in any given month by more than 30% from the prior month's supply price.

**Applicable Fees:** *None.* If you are currently in a contract with another natural gas supplier, the request to switch you to our service will automatically cancel your service with the other natural gas supplier. You are responsible for any penalties the other natural gas supplier may charge.

**Right to Rescind:** You have the "Right to Rescind" this contract for three business days, which means you can cancel your request to switch your natural gas service and never start service with us. You will receive a Welcome

**Confirmation from us, which will include this contract, and you will have until midnight of the third business day after receipt of the Welcome Confirmation to rescind this contract by contacting us at the telephone number or email address listed below. This contract is not binding until your "Right to Rescind" period has ended with no action on your part to rescind the contract.**

**Your Right to Cancel:** You may cancel this contract without having to pay any cancellation fee by calling us at our contact information listed below. We will request that the utility cancel your service with us, but the utility controls the effective date of your cancellation. The effective date is usually the next date that your meter is read after the utility has processed our request to cancel your service with us. If you do cancel this contract, you may forfeit some of the rewards that we describe in your Welcome Confirmation, and you will be responsible for unpaid balances as of the cancellation date.

**Our Right to Cancel:** We have the right to cancel this contract for any reason as long as we give you fifteen days' written notice, but if we are canceling the contract due to your conduct or your breach of this contract, you will have an opportunity to fix this condition within the fifteen days. Your utility will control the effective date of our cancellation request, but this is usually the next date that your meter is read. If your utility terminates your service, this contract will be automatically cancelled.

**Your Authorization to Release Your Information:** This contract provides authorization for your utility to release all information regarding your natural gas account to us and for us to contact you about our other products and services or share information about your account with any designated rewards partner or with any third-party vendor we use to provide services and rewards to you. We reserve the right to share

information with our affiliates, to the extent permitted by law.

**Your Protections:** Our residential services are governed by the terms and conditions of this contract, HEFPA, and other applicable law. We will notify you at least fifteen days prior to the cancellation of your service, and if you fail to make payments, you may be subject to cancellation of our service and/or the suspension of utility services. You may obtain additional information by reaching out to us or the NYPSC at the contact information listed below. You may also call the NYPSC with inquiries regarding the competitive retail energy market at 888-697-7728.

**Electronic Communication:** If you provide us with your Email address, you are consenting to this contract and other forms of communication being provided to you in electronic form and you must provide us with any update to your valid Email address should it change. You are required to notify us of any change in Email address and/or any withdrawal of consent for the electronic transmission of contracts or other customer information. If you enroll electronically, please note that our website and application is best viewed in Internet Explorer 8.0 or higher.

**Billing:** Your local utility is responsible for sending you a bill that includes the charges for our service and charges for the utility's service. The bill that the utility sends should include a separate line item for our service. Under this contract, you agree to pay your utility directly for our service.

You also agree to review your bills in a timely manner, and if there are any inaccuracies with the portion of the bill for our services, you agree to notify us within ninety days after the date of the bill. If we do not hear from you, you are agreeing that the billed amounts are correct and you are waiving any right to dispute the billed amounts to the extent permitted by law.

**Taxes:** Any applicable tax charges are included on the one bill you will receive from your utility. If you are exempt from any taxes, you are responsible for requesting an exemption by filing all required documentation with us and/or your utility.

**Contract Details:** Our full, legal name is Energy Plus Natural Gas LLC, but we have used "Energy Plus", "we", "us", or "our" to refer to ourselves for the purposes of this contract. We use "you" or "your" to refer to you, the customer.

This contract is for the sale and purchase of all of your natural gas for the residential account(s) listed in your Welcome Confirmation (letter or email). By entering into this contract, you are authorizing us to take the steps necessary to switch your natural gas supply service to us, and you agree to appoint us as your agent to acquire the necessary information to meet your natural gas needs as required by your "utility", which we use to refer to your local distribution company. Your utility is responsible for the delivery of natural gas to you and we are not. This contract and the Welcome Confirmation (letter or email) you received create your entire contract with us and replace any prior oral or written statements or representations.

**Contract Changes:** If we propose a material change to the terms of this contract, we will notify you in advance and explain your options going forward. We will not change or alter the waiver of jury trial provision under any circumstances, and any changes to this contract must be made in writing.

**Customer Complaints and Dispute Resolution:** If you have questions about our prices or our service, you should call us at the contact information listed below. Pursuant to the Home Energy Fair Practices Act, if you are not satisfied with the response from our Customer Care representative, you may ask that your questions be referred to one of our supervisors, who will respond promptly. If you remain unsatisfied with our

attempts to resolve the issue, you may seek assistance from the NYPSC or request information from the NYPSC regarding your consumer protection rights. The NYPSC's contact information is listed below.

THE EXCLUSIVE MEANS FOR RESOLVING DISPUTES ARISING OUT OF OR RELATING TO THIS CONTRACT IS THROUGH THE CONSUMER COMPLAINT PROCEDURES ENACTED PURSUANT TO THE HOME ENERGY FAIR PRACTICES ACT (HEFPA) (16 N.Y. Comp. Codes R. & Regs. § 12), AND YOU WAIVE ANY RIGHT TO FILE ANY ACTION OR SUIT BEFORE ANY COURT OF LAW, EXCEPT AS MAY BE PERMITTED PURSUANT TO ARTICLE 78 OF THE NEW YORK CIVIL PRACTICE LAW AND RULES (Article 78).

**BY ENTERING INTO THIS CONTRACT, YOU AND WE ARE GIVING UP THE RIGHT TO SEEK REMEDIES IN COURT AND FILE OR PARTICIPATE IN CLASS OR COLLECTIVE LEGAL ACTIONS, AND THE RIGHT TO A JURY TRIAL, OTHER THAN AS MAY BE PERMITTED BY HEFPA OR ARTICLE 78.**

IF A COURT OR THE NYPSC DETERMINES THAT THE PROVISION IN THE "CUSTOMER COMPLAINTS AND DISPUTE RESOLUTION" SECTION ABOVE RELATING TO THE EXCLUSIVE MEANS OF RESOLVING DISPUTES IS INVALID, VOID, UNENFORCEABLE, INAPPLICABLE OR OTHERWISE DEFECTIVE, THEN ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING, TO OR IN CONNECTION WITH THIS CONTRACT, SHALL EITHER BE (i) FINALLY RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA CONSUMER ARBITRATION RULES, OR (ii) AT THE ELECTION OF EITHER PARTY, BROUGHT IN NEW YORK SMALL CLAIMS COURT ("SMALL CLAIMS COURT"), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF THAT COURT'S JURISDICTION.

THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. THE ARBITRATOR CAN AWARD THE SAME DAMAGES AND OTHER RELIEF THAT A COURT CAN AWARD. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION.

THE AAA SHALL HAVE THE AUTHORITY TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION.

AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF A COURT OR THE AAA DETERMINES THAT THE PRECEDING SENTENCE PROHIBITING CLASS ARBITRATION IS INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE.

THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

#### **CONTACT INFORMATION:**

#### **ENERGY PLUS:**

**We are deemed eligible to provide natural gas supply by the NYPSC.**

Internet address: [www.energypluscompany.com](http://www.energypluscompany.com)

Mailing address: P.O. Box 38815, Philadelphia, PA 19104  
Email address: nysupport@energypluscompany.com  
Telephone number: 1-877-320-0356

National Grid: 1-800-892-2345 (Niagara Mohawk) or  
1-718-643-4050 (Keyspan NY)

#### **YOUR UTILITY:**

New York State Electric & Gas: 1-800-572-1121

**If you experience a power outage or other emergency, a problem with your natural gas meter or any other service need, please contact your local utility at the emergency number below.**

Orange & Rockland: 1-800-533-5325

Con Edison: 1-800-752-6633

#### **NYPSC:**

Internet address: [www.dps.ny.gov](http://www.dps.ny.gov)  
Mailing address: New York State Public Service Commission,  
Office of Consumer Services, Three Empire State Plaza,  
Albany, New York 12223 Telephone number: 888-697-7728

National Fuel Gas: 1-800-444-3130

### **B. Other Important Information**

**Assignment:** We may sell, transfer, pledge or assign the accounts, revenues or proceeds associated with this contract in connection with any financial contract, and we may assign the rights and obligations under this contract to another energy supplier consistent with applicable law. You may not assign this contract.

**No Reliance:** You acknowledge that (1) you are not relying on any advice, statements, recommendations or representations of ours other than the written representations in this contract; (2) that you consulted with your own advisors to the extent you deemed necessary; and (3) that you understand the risks of entering into this contract, including the risk that our prices may be higher than your utility's rates. You acknowledge that you are capable and willing to assume those risks (whether financial, economic or otherwise) and that you have made your own decision to enter into this contract.

**Force Majeure:** We will use commercially reasonable efforts to provide natural gas supply to you pursuant to this contract, but we do not guarantee a continuous supply of natural gas. Certain Force Majeure events outside of our control may cause interruptions in service. If a Force Majeure event prevents us from performing any of our obligations in any way, our performance shall be excused for the duration of such event, and we will not be liable for damages associated with any delay or failure to perform as a result. "Force Majeure" includes, without limitation, acts outside of our control, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, terrorist acts, natural disasters, explosions, fires, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units or transmission facilities, or nonperformance by your local utility that materially impairs our ability to perform our obligations under this contract.

**Severability:** In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected shall remain in full force and effect.

**LIMITATIONS ON WARRANTY AND DAMAGES:** THE NATURAL GAS PROVIDED UNDER THIS CONTRACT WILL MEET THE QUALITY STANDARDS OF YOUR UTILITY. YOU UNDERSTAND AND AGREE THAT THERE ARE NO OTHER

WARRANTIES, EITHER EXPRESS OR IMPLIED, ASSOCIATED WITH THE SERVICE PROVIDED BY US. WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING FROM SUCH INTERRUPTIONS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. WE WILL BEAR NO LIABILITY TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OR LOST PROFITS. THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE HARM OR LOSS, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

**Regulatory Changes:** This contract is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority or independent system operator having jurisdiction over this contract or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this contract including, but not limited to price, we shall have the right to modify this contract to reflect such Regulatory Change (including by adjusting the price to reflect any increase in our costs as result of such Regulatory Change) by providing 30 days' written notice of such modification to you.

**Other Provisions:** This contract is made and shall be construed in accordance with the laws of the State of New York. There are no third party beneficiaries to this contract. This contract is binding upon us and you, as well as any successors or legal assigns. Failure to exercise any right we have under this contract should not be considered as a waiver of the right to exercise any such right at a later date. The headings and Summary of Important Information chart in this contract are for reference only and do not affect the interpretation of this contract.

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**New York State Public Service Commission  
Your Rights as an Energy Services Company Consumer  
ESCO Consumers Bill of Rights**

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
  - price and all variable charges or fees;
  - length of the agreement;
  - terms for renewal of the agreement;
  - cancellation process and any early termination fees, which are limited by law; and
  - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumer Bill of Rights), in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to <http://www.dps.ny.gov/resright.html>.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

You can find more information about your energy alternatives by visiting: [www.askpsc.com](http://www.askpsc.com).

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