

# NATURAL GAS AND ELECTRICITY FIXED PRICE PLAN (Customer Agreement)

SVC

Ohio PUC Certification #02-023G(5) and Certification # 01-074E(6)

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## General Terms and Conditions

**1. Key Defined Terms. Agreement:** collectively, the Customer Agreement (front page, any enrollment correspondence), Acknowledgment Form, these General Terms and Conditions. **Breach:** you will be in Breach if you (i) violate a term of this Agreement or your Utility's rules; or (ii) switch to another Commodity supplier. **Commodity:** the Electricity and/or Gas commodity that we will supply to your Location(s) as per this Agreement. **Customer:** the account holder named on the Customer Agreement, also referred to as "I", "my", "you" and "your". **Electricity:** the electricity commodity that we will supply to your Location(s). **Gas:** the natural gas commodity that we will supply to your Location(s). **Generation Charges:** The charges for the production of electricity. **Just Energy:** Just Energy Solutions Inc. Also referred to as "we", "our", and "us". **JustGreen:** the verified emissions reductions, allowances or instruments we purchase and retire on your behalf based on the participation level you choose. **Location:** each Service Delivery Identifier and/or Electricity and/or Gas account on the Customer Agreement. **PJM:** The regional transmission organization and wholesale electric market for your Utility's service territory. **Price:** as set out on the Customer Agreement, the Electricity and/or Gas Price. **PUCO:** the Public Utility Commission of Ohio. **Transmission Charges:** charges for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company. **Transmission Service Charges:** fees for switching, disconnecting, reconnecting or maintaining electric service or equipment, or transmission or transmission-related charges, that are imposed by law, rule, regulation or tariff, or Commission rule or order. **Utility:** your local electricity or natural gas distribution utility.

**2. Right of Rescission.** Once you have enrolled to receive generation service from Just Energy, your Utility will send you a confirmation letter. You have the right to rescind your enrollment without penalty within seven (7) days following the postmark date of that letter by following the instructions contained therein. The Right of Rescission only applies when a customer initially switches to a supplier and not upon renewal.

**3. Notice of Appointment.** You give us the exclusive right to act as your agent in making all supply and delivery arrangements with your Utility and others so that we may provide your full Electricity and/or Gas and JustGreen.

**4. Enrollment.** Your ability to enter this Agreement depends on whether you meet certain requirements: (a) your Utility accepts our request to enroll you in accordance with the Utility's enrollment rules; (b) we can verify your information by recorded phone call (or other means acceptable to us) as required by the rules of the State of Ohio; (c) if you are an Electricity customer, you are creditworthy; (d) we can verify that you have been offered the price tier that corresponds to your historical consumption, if applicable to the product, and (e) you are not already enrolled with us (existing customers cannot enter into this Agreement except pursuant to a re-contract, as reflected by a capital letter "R" in the upper right corner of the Customer Agreement). At our discretion, if you have not been enrolled within 60 days of executing this Agreement, it may terminate without penalty to either party."

**5. Term.** The Term begins on the "Start Date" and expires on the "Expiration Date". **Start Date:** the day we begin supplying Electricity and/or Gas to your Location which shall begin with the next available meter reading after processing of the request by us and your Utility. If this is a re-contract or renewal the Start Date is the day following the end of your current agreement. **Expiration Date:** our last day of Electricity and/or Gas supply to your Location. Please contact us to terminate this Agreement and allow for time needed to obtain a final meter read. A new Term will begin if Agreement is renewed.

**6. Renewal. This Agreement may be automatically renewed with new Terms and Conditions. We will provide renewal notices in advance of any changes to your Terms and Conditions in accordance with governing Ohio Law. This Agreement may also be automatically renewed on to a Variable Rate.**

**7. JustGreen.** We will purchase and retire verified emissions reductions, allowances or instruments ("carbon credits") to offset your natural gas consumption multiplied by the JustGreen Gas participation level you selected up to 100%. We will purchase and retire renewable energy certificates or attributes ("green energy") equivalent to your electricity usage multiplied by the JustGreen Power participation level you selected up to 100%. You can request (a) to change your level or (b) to discontinue your participation at any time, so long as you are not in Breach of this Agreement at the time of the request. We can suspend or discontinue JustGreen at any time. If JustGreen is discontinued by you or by us, you will then stop paying for it but the rest of this Agreement will remain in effect. Carbon credits and green energy that we purchase and retire on your behalf will remain our legal property.

**8. Charges (and Credits) under this Agreement.** We will supply you with Electricity and/or Gas and JustGreen for the Location, as applicable. You agree to pay for all these related charges. **8.1 Electricity Charge.** You will be charged your Electricity consumption (in kWh) multiplied by the Electricity Price. **8.2 JustGreen Electricity Charge.** Your Electricity consumption, in kWh, multiplied by your JustGreen Electricity Price. **8.3 Gas Charge.** You will be charged your Natural Gas consumption (in Mcf or Ccf) multiplied by the Gas Price. **8.4 JustGreen Gas Charge.** Your Gas consumption, in Ccf or Mcf, multiplied by your JustGreen Gas Price. **8.5 Utility Charges.** Utility charges

relate to the Gas and/or Electric Utility's costs for balancing and delivery. For consumers who purchase their gas and/or electricity supply directly from a Utility, the costs associated with these charges, as well as additional costs, are recovered through the Utility's commodity charge. You understand that upon entering into this Agreement, the Utility Charges: (i) will be itemized as a separate line item on your Electricity or Gas bill; (ii) are charged to you based on your total usage in each billing period; and (iii) are subject to change (the underlying rates are filed by the Utility with the PUCO). You also understand that the Utility may charge you a fee to switch to us. **8.6 Budget Billing.** Just Energy does not offer budget billing/level payment plan. **8.7 Taxes.** You will pay all lawful taxes that may apply to the above charges.

**9. Billing, Payment.** Your Utility will bill you on our behalf at the same billing intervals used for their customers. We have the right to bill you directly. Electricity and/or Gas usage will be measured or estimated by your Utility. We can correct a billing error up to 15 months after the original incorrect bill and you will then receive a check or invoice for the applicable credit or debit. You agree to pay all amounts on your bill by the stated due date. If you fail to do so your service may be terminated in accordance with the Utility's tariffs and this Agreement may be terminated after we give you at least fourteen (14) days written notice. You may request from us without charge, up to twice within a 12-month period, up to 24 months of your payment history for services rendered by us.

**10. Ending this Agreement Early, Breach.** If this Agreement ends early, for any reason, you must still pay all amounts charged to you up to the early end date. If you switch back to your Utility you may or may not be served under the same rates, terms, and conditions that apply to other customers served by your Utility. **Your Right to Cancel:** You may cancel this Agreement early per your right to rescind described in paragraph 2. You may cancel this Agreement via verbal communication to Just Energy at any time and an Exit Fee will not apply. In addition you may cancel without penalty if this a renewal. If this Agreement has already been processed by your Utility, then it may take between 1-2 meter reads for cancellation to take effect. **Our Right to Cancel:** We may end this Agreement, at no cost to us, if: (a) required /allowed by law; (b) a legislative or regulatory change materially alters our ability to perform this Agreement; (c) you move; (d) you are not enrolled in the price tier that corresponds to your historical consumption, if applicable to the product; (e) there is a material change in the way you consume electricity and/or natural gas, such as but not limited to installation or removal of equipment; or (f) you commit a "Breach." This Agreement automatically terminates without penalty to either party if: (1) your Location is not serviced by the Utility; (2) you move outside the service area or to an area not serviced by Just Energy or the Utility; (3) Just Energy returns you to the Utility; (4) you fail to make timely payments; or (5) it is not implemented within 12 months.

**11. Exit Fee.** You may cancel this Agreement via verbal communication to Just Energy at any time and no Exit Fee will apply. If you switch to another supplier or cancel this Agreement via verbal or written communication to your Utility more than 30 days after the issuance of your first bill with Just Energy as your supplier, an Exit Fee of \$50 (the "Exit Fee") per Commodity will apply. No Exit Fee will be applied if this is a renewal. You understand that it may take us 1-2 billing cycles to complete the switch back to default supply. You have the option to switch plans at any time without paying an Exit Fee by calling Just Energy directly.

**12. Customer Information, Credit Review.** You authorize us to request, access, use and update information about you (including contact, billing and credit history, and consumption information) and, with the exclusion of your credit history, to obtain it from and provide it to your Utility, our affiliates and service providers, and to communicate with you about other products and services offered by us and our affiliates. Just Energy is prohibited from disclosing your social security number and/or account number(s) without your consent except for (i) Just Energy's own collections and credit reporting; (ii) participation in programs funding by the universal service fund pursuant to section 4928.52 of the Ohio Revised Code; or (iii) assigning your contract to another energy provider.

**13. Limitation of Liability.** Our liability under this Agreement is limited to direct actual damages. We are not liable for incidental, consequential, punitive, or indirect damages, lost profits or lost business or for any act or omission of your Utility relating to the supply of or delivery of Electricity and/or Gas to your Location(s).

**14. Disputes.** Both parties will use good faith reasonable efforts to resolve a dispute. If your complaint is not resolved after you have called Just Energy, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1.800.686.7826 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1.877.742.5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.pickocc.org>. To avoid being in Breach, you must still pay all undisputed sums by their due date. Any dispute resolution proceedings,

whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative or private attorney general action.

**15. Amendment, Assignment.** We may amend this Agreement by sending you written notice. If a Change in Law occurs, Just Energy may pass through any associated costs or credits to you without markup. "Change in Law" means any judicial decision, order, new law or regulation, or change in the application of any applicable law or utility rate structure that alters the market structure in the Utility or ISO, requires a change in the method by which prices are calculated (including but not limited to changes to formula rate calculations) under this Agreement or materially affects Just Energy's ability to perform its obligations under this Agreement. If this happens, these costs or credits will be passed through to you at no markup and you will be given 30 days' notice. We may assign all or any part of our interest in this Agreement, including to another retail natural gas supplier, without your consent. You cannot assign this agreement without our consent.

**16. Inability to Perform.** You accept that certain events beyond our control, including force majeure, events declared by our direct or indirect suppliers, may affect our ability to supply Electricity and/or Gas or JustGreen at your Price. If this happens, you or Just Energy may, without liability, cancel this Agreement.

**17. Notice.** We will send notices to your billing or service address. You must send us notice to our mailing address. We may provide a general notice by posting it on our website at [justenergy.com](http://justenergy.com).

**18. Governing Law.** Laws of the State of Ohio govern this Agreement.

**19. Miscellaneous.** The Agreement contains the entire agreement between Just Energy and you and may not be contradicted by any prior or contemporaneous oral or written document and can only be amended if agreed to by our head office via written notice or recorded telephone call. You agree to the recording of phone calls related to this Agreement. Electronic, e-mail and fax signatures are for legal purposes equivalent to original signatures. If any part of this Agreement is deemed unenforceable the remainder of the Agreement will remain in full force and effect. If this Agreement is not implemented within 12 months of signing, it will be deemed terminated at no cost to either you or us. This Agreement benefits and binds the parties and their respective successors and assigns. No delay by us to exercise our rights will constitute a waiver of such rights.

**20. Utility Contact Information.** You can reach Dominion East Ohio at 1.800.362.7557, Columbia Gas of Ohio at 1.800.344.4077, Duke Energy at 1.800.544.6900, Vectren Energy Delivery of Ohio at 1.800.227.1376, Dayton Power & Light Company at 1.800.433.8500, AEP Ohio at 1.800.672.2231, Ohio Edison at 1.800.633.4766, The Illuminating Company at 1.800.589.3101, Toledo Edison at 1.800.447.3333.

**21. Just Energy Contact Information.** You can contact Just Energy at 1.866.587.8674 weekdays from 9:00 am to 5:00 pm Eastern Standard Time or at P.O. Box 2210, Buffalo, New York 14240-2210.