

## Terms of Service

**This Terms of Service, combined with the Contract Summary (collectively the “Agreement”) is for a Connecticut residential or small commercial customer (“Customer”) who has elected to purchase electricity from Choice Energy, LLC d/b/a 4 Choice Energy, LLC (“Choice Energy”), and supersedes any oral or written statements made in connection with the Agreement. Retain this Agreement for your records. The words “we” “us” and “our” also refer to Choice Energy; and the words “you” and “your” also refer to the Customer.**

- 1. Agreement to Purchase Energy.** You as a Connecticut retail electricity consumer have the option to purchase electricity generation services either from the utility company standard generation services, or from a licensed electricity provider such as Choice Energy. In either case, the utility company will continue to deliver electricity to your service location, read your meter, provide monthly billing, and respond to emergencies. A consumer will receive standard generation services from the utility company by default if a choice is not made. You have chosen Choice Energy for your generation services, and authorized us to enroll you as our customer. We agree to sell to you and you agree to buy from us the quantity of electricity that you consume as reported to us by your utility company (which in your case may either be Eversource or United Illuminating).
- 2. Pricing Term.** Your Rate Plan for our generation services is detailed in the Welcome Letter. Your utility company will continue to be your distribution supplier, and our generation charge does not include distribution charges from your utility company for its distribution services, or any applicable government fees and taxes.
- 3. Contract Term.** Your Rate Plan will begin after your utility has accepted your enrollment with us and switched your account to us as your generation supplier with this Rate Plan. It will continue until your utility company switches you away from us to the utility company’s standard generation service, or to another electricity provider that you choose. This Agreement will also terminate when your account with your utility company is terminated for whatever reason. Upon termination of this Agreement by either you or us or for any reason, you will continually be responsible for the balances that you owe us and all reasonable out-of-pocket expenses incurred by us in enforcing our rights.
- 4. Cancellation Rights.** You have until midnight of the third business day to rescind your authorization, after which you may terminate this Agreement and cancel our services to you at any time (see Contract Summary for detail concerning cancellation provisions and early termination fee if applicable).
- 5. Billing and Payment Term.** You will receive combined bills from your utility company that include our generation charges and the utility company’s delivery charges listed separately. If your utility company adjusts your meter reading for a previous bill, our generation charge also will be adjusted accordingly. You agree to make timely payment for the total bill amount to your utility company according to its payment terms. Consult with your utility company regarding its policy on late fees and interests, termination of service for non-payment, security deposits, payment plans and other payment and credit terms if applicable.
- 6. Disclosure Label.** Enclosed with your Welcome Letter is an Energy Generation Disclosure Label. You also may obtain one from us at any time by contacting our customer service department.
- 7. Customer Information.** You agree that your utility company may release to us certain information that we need to provide you with service, including but not limited to your address, telephone number, account number, historical usage information and peak electricity demand. This information may be used by us and our agents to determine whether we will commence and/or continue to provide our service to you, but will not be disclosed to any unaffiliated party without your consent unless required by law. This authorization will remain valid for as long as this Agreement is in effect.
- 8. Limitation of Liability and Warranty.** Our Service is provided on an “AS IS” basis. We make no representations or warranties other than those explicitly set forth in this Agreement, and disclaim all other warranties, whether written or verbal, expressed, implied or statutory, including but not limited to warranties of merchantability and fitness for a particular purpose. You agree that Our liability in connection with this Agreement is limited to direct damages actually incurred by you, and will not exceed the average monthly generation charges you have paid to us during the twelve (12) months immediately preceding the cause of the

**liability. Under no circumstances will we be liable for any indirect, special, consequential (including but not limited to Loss of Use, lost profits or revenues), incidental, or punitive damages.**

9. **Force Majeure.** We will use commercially reasonable efforts to provide our service. Certain Force Majeure events outside of our control may cause interruptions in service. If a Force Majeure event prevents us from performing our obligations in whole or in part, we will be excused for the duration of such event, and you agree that we will not be liable for damages associated with any delay or failure to perform as a result. The term “Force Majeure” includes, without limitation, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, terrorist acts, volcanic eruptions, earthquake, hurricane, flood, ice or snow storm, explosion, fire, lightning, landslide or similarly cataclysmic occurrence, shortage or unavailability of transmission facilities, action or inaction by your utility company or a governmental authority, or any change in law or any other action by a governmental authority that materially impairs our ability to perform our obligations under this Agreement. We will give you reasonable notice of a Force Majeure occurrence.

10. **Assignment or Transfer of Contract.** We may transfer our rights and obligations to another licensed electricity provider without notice, subject to applicable law.

11. **Termination by Us.** We reserve the right at our discretion to terminate this Agreement at any time and return you to the utility company’s standard generation service if: (i) you are in material breach of this Agreement; (ii) your utility company is unable to read your electric meter for three (3) months in a row; or (iii) there is a change in any law, regulation, market rule or tariff that materially impairs our ability to fulfill our obligations under this Agreement. We also may terminate this Agreement at any time for any reason by providing you with advance written notice so that you may select and enroll with another electricity provider of your choice, or select standard generation service of the utility company. Upon termination of this Agreement by either you or us or for any reason, you will continually be responsible for all our charges that you have incurred.

12. **Dispute Resolution.** In the event of a billing dispute or a disagreement involving our service, write to us or call our customer service toll free number during our operating hours to speak with a customer service agent. If you are not satisfied with our attempt to resolve the problem, you may seek assistance from the Connecticut Public Utilities Regulatory Authority (“PURA”) or request information from PURA regarding your consumer protection rights.

13. **Other General Provisions.** We may amend the terms of this Agreement at any time by providing you with written notice prior to the effective date of the change.

14. **Contact Information.** Following is our customer service contact information should you have any question or wish to contact us for any reason.

Mail: Choice Energy, LLC  
Customer Service Department  
601 SW 9th St  
Des Moines, IA 50309

Email: customerservice@4choiceenergy.com  
Phone: 1-888-565-4490  
Our normal hours of business operation is  
9:00AM to 5:00PM central time

In the event of a power outage, an emergency, a problem with your electric meter or other service needs, contact your utility company at the telephone number listed below:

Eversource  
1-800-286-2000

United Illuminating  
1-800-722-5584

You may also contact the Public Utilities Regulatory Authority regarding your consumer protection rights, or if you need assistance when you are not satisfied with our attempt to resolve any problem that you may have.

Mail: Public Utilities Regulatory Authority  
Consumer Assistance Division  
10 Franklin Square  
New Britain, CT 06051

Website: www.state.ct.us/pura  
Phone: 1-800-452-4699  
Fax: 1-860-827-2885

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