

Terms of Service

This Terms of Service, combined with your Welcome Letter and Contract Summary (collectively, the “Agreement”) is an electric generation services agreement for a Massachusetts residential or small commercial customer (“Customer”). The words “we” “us” and “our” also refer to Choice Energy as your Competitive Electric Provider (“CEP”); and the words “you” and “your” refer to the Customer. We are licensed by the Massachusetts Department of Public Utilities (“DPU”) to offer and supply electric generation services in Massachusetts. Our DPU license number is CS-095. You will receive a single bill from your utility company (“Local Distribution Utility” or LDU) that will contain our charges and the LDU’s distribution charges. You may cancel this agreement at any time within three days of receiving this Agreement by calling our toll free number to speak with a customer service agent.

1. **Agreement to Purchase Energy.** You have chosen Choice Energy for your electric generation services. You agree to buy from us the quantity of electricity that you consume as reported to us by your LDU. Your LDU will continue to deliver electricity to your service location, read your meter, provide monthly billing, and respond to emergencies.

2. **Pricing.** The Rate Plan that you have chosen with us is detailed in the Contract Summary. It defines our Generation charges, pricing and fee structure according to which you will be billed for our generation services, and, if applicable, an explanation of any price variability and price level adjustments that may cause the rate to vary. Our charge does not include distribution charges from your LDU for its delivery services, or any government fees and taxes that are billed by your LDU.

3. **Contract Term.** Your chosen Rate Plan with us will begin with your next available meter read after your LDU has accepted your enrollment with us and switched your account to us as your generation supplier, which may take up to two billing cycles. It will continue until your LDU switches you away from us to the LDU’s basic generation service, or to another electricity supplier that you choose. This Agreement will also terminate when your account with your LDU is terminated for whatever reason. Upon termination of this Agreement by either you or us for whatever reason, you will continue to be responsible for all charges that you owe us and all reasonable out-of-pocket expenses incurred by us in enforcing our rights.

4. **Customer Cancellation Rights.** You may cancel without penalty if your LDU account is cancelled for reason of your relocation out of our service area. See the Contract Summary for early cancellation provisions and fees, if applicable, under your chosen Rate Plan. To cancel your service with us, call our customer service toll free number during our operating hours to speak with a customer service agent.

5. **Billing and Payment.** You will receive your regular bills from your LDU which includes our charges and the LDU’s charges. If your LDU adjusts your meter reading for a previous bill, our charge will also be adjusted accordingly. You agree to pay your total bill amount according to your LDU’s payment terms. Consult with your LDU regarding its policy on late fees and interest, termination of service for non-payment, security deposits, payment plans and other payment and credit terms as applicable.

6. **Customer Information.** You agree that your LDU 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.

7. **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 UNDER ANY AND ALL CIRCUMSTANCES 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.

8. **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 may cancel this Agreement at our option, or 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 or other wind conditions, flood, ice or snow storm, explosion, fire, lightning, landslide or other cataclysmic occurrence, shortage or unavailability of transmission facilities, action or inaction by your LDU or a governmental authority, or any change in law or regulation or any other action by an authority that materially impairs our ability to perform our obligations under this Agreement.

9. **Assignment.** We may transfer our rights and obligations to another licensed electricity supplier with 30 day advance notice. You may not transfer this Agreement to others. This Agreement will automatically terminate when your account with your LDU is terminated.

10. **Termination by Us.** We may terminate this Agreement without notice if you are in breach of this Agreement, in which case early cancellation fee, if any is associated with your Rate Plan, will apply. We also may terminate this Agreement at any time for any reason, including a change in any governing law or regulation that physically prevents us from performing under the terms of this Agreement, by providing you with the advance notice required by law. Upon termination of this Agreement by either you or us or for any reason, you will continue to be responsible for all of our charges that you owe.

11. **Dispute Resolution.** In the event of a dispute or disagreement involving our service, write to us or call our customer service toll free number during operating hours to speak with a customer service agent. You may contact the DPU if you are not satisfied after discussing the dispute with us.

12. **Renewal Provision/Agreement Expiration/Change in Terms.** If you have a fixed term contract approaching the term date, we will send you a written notice in advance with your renewal options. If we propose to make any material changes to the Agreement, we will send you a written notice as required by applicable law.

13. **Other General Provisions.** This Agreement sets forth the entire agreement between you and us, and supersedes all prior agreements, whether written or oral.

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

Mail: Choice Energy, LLC	Email: customerservice@4choiceenergy.com
Customer Service Department	Phone: 1-888-565-4490 (Our normal hours of operation are 9:00AM to 4:00PM CT)
601 SW 9th St,	Website: www/4choiceenergy.com
Des Moines, IA 50309	

15. **Electric Distribution Company.** In the event of power outage, emergency, billing questions, problem with your electric meter or other general service needs, contact your LDU at the corresponding telephone number listed below.

LDU Name: Eversource/Western Mass Electric
Customer Service Phone #: 1-877-659-6326
Emergency Phone #: 1-877-659-6326

16. **DPU Contact Information.** Following is the DPU mailing address and its contact phone #.

Department of Public Utilities	1-877-886-5066 (toll-free)
Consumer Division	1-617-305-3742 (fax)
One South Station	
Boston, MA 02110	