

Terms of Service

This Terms of Service together with the Third Party Contract Summary (collectively the “Agreement”) is for a New Jersey 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”). Choice Energy’s NJ BPU License Number is ESL-0130. 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.** New Jersey retail electricity consumers have the right to purchase electricity from either the utility company basic generation service or a licensed electricity supplier such as Choice Energy. By entering into this agreement, you are authorizing a switch to Choice Energy as Your electric supplier. 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 be either PSE&G or JCP&L). Your utility company will continue to deliver electricity to your service location, read your meter, provide monthly billing, and respond to emergencies.

2. **Pricing Term.** The Rate Plan that you have chosen with us is detailed in the Third Party Contract Summary, incorporated herein by reference. It defines our generation charge pricing and fee structure according to which you will be billed, NJ Sales and Use Tax, and, if applicable, an explanation of any price variability and price level adjustments that may cause the rate to vary. 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 government fees and taxes that are billed by your utility company.

3. **Contract Term.** For a new enrollment your utility company will send you a Confirmation Notice indicating that you have chosen Choice Energy as your electricity supplier. You have seven (7) days from the date of the Confirmation Notice to contact your utility company should you wish to rescind your decision to become our customer. Your Rate Plan will begin after your utility company has accepted your enrollment with us and effectively switched your service 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 basic generation service, or to another electricity supplier that you choose. This Agreement will also terminate when your account with your utility company is terminated for whatever reason.

4. **Cancellation Rights.** You may cancel our services to you at any time (see Contract Summary for more detail concerning cancellation provisions under your Rate Plan). To cancel your service with us, call our customer service toll free number during operating hours to speak with a customer service agent.

5. **Billing and Payment Term.** You will receive consolidated bills from your utility company which 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 will also 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 interest, termination of service for non-payment, security deposits, payment plans and other payment and credit terms if applicable. Choice Energy does not offer separate budget billing at this time.

6. **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.

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 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 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, wind or snow storm, explosion, fire, lightning, landslide or other 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.

9. **Assignment.** We may transfer our rights and obligations to another licensed electricity supplier by providing you with thirty (30) day advance notice of the transfer and informing you of your right to cancel as applicable.

10. **Termination by Us.** We may terminate this Agreement at any time for any reason by providing you with thirty (30) day advance written notice so that you may select and enroll with another electricity supplier of your choice, or select basic generation service of the utility company. Upon termination of this Agreement by either you or us or 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.

11. **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 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 New Jersey Board of Public Utilities (“BPU”) or request information from the BPU regarding your consumer protection rights. Contact information for the BPU can be found in Section 13 below.

12. **Other General Provisions.** This Agreement sets forth the entire agreement between you and us, and supersedes all prior agreements, whether written or oral. We may amend non-material terms of this Agreement at any time by providing you with written notice prior to the effective date of the change.

13. **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	Email: customerservice@4choiceenergy.com
Customer Service Department	Phone: 1-888-565-4490 (Our hours of normal
1031 Office Park Rd.	operation is 9:00AM to 5:00PM central time)
West Des Moines, IA 50265	

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:

Public Service Electric & Gas Co.	Jersey Central Power & Light Co.
Customer Service: 1-800-436-7734	Customer Service: 1-800-622-3115
Emergency: 1-800-436-7734	Emergency: 1-888-544-4877

The contact information for the BPU is as follow:

Mail: Division of Customer Assistance	Website: www.bpu.state.nj.us
44 S. Clinton Ave., 9 th Floor	Phone: 1-800-624-0214
P.O. Box 350	Fax: 1-609-777-3329
Trenton, NJ 07102	

**Environmental Disclosure for the Electricity Products of
Choice Energy, LLC d/b/a 4 Choice Energy, LLC**

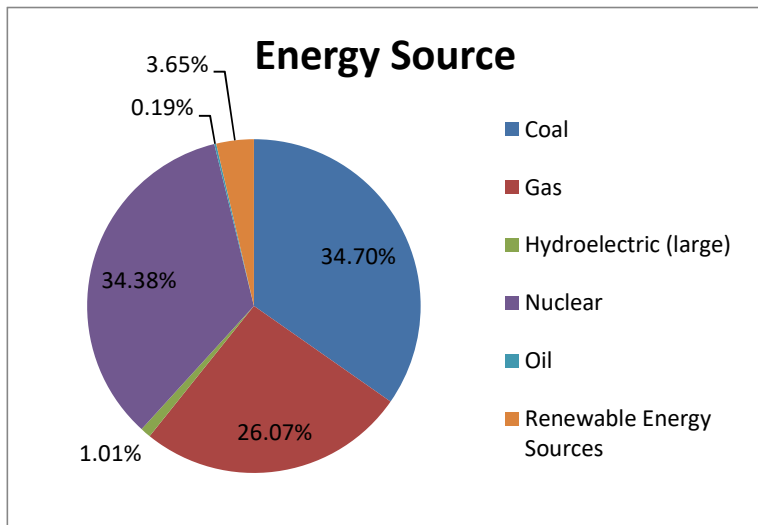
Electricity Supplied from June 1, 2016 to May 31, 2017

Electricity can be generated in a number of ways with different impacts on the environment. The standardized environmental information shown below allows you to compare this electricity product with electricity products offered by other electric suppliers. The data shown below are default values and do not necessarily reflect the energy that Choice Energy will supply.

Energy Source

Choice Energy relied on these energy resources to provide the electricity product.

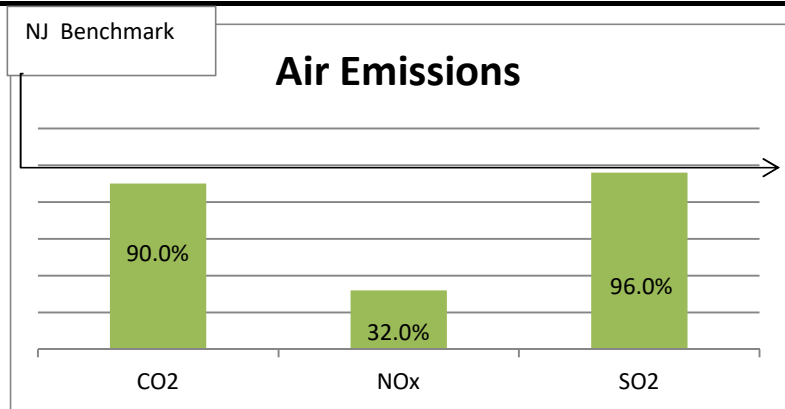
Coal	34.70%
Gas	26.07%
Hydroelectric (large)	1.01%
Nuclear	34.38%
Oil	0.19%
Renewable Energy Sources	
Captured methane gas	0.31%
Fuel cells	0.00%
Geothermal	0.00%
Hydroelectric (small)	0.00%
Solar	0.15%
Solid waste	0.49%
Wind	2.43%
Wood or other biomass	0.27%
Total:	100.00%
Renewable Energy Sources Subtotal	3.65%



Air Emissions

The emission data given are default values and represent the average amount of air pollution associated with the generation of electricity in the region. This amount is compared to the New Jersey benchmark. The benchmark approximates the average emission rate for all electricity generation in New Jersey.

CO₂ is a "greenhouse gas" which may contribute to global climate change. NO_x and SO₂ react to form acids found in acid rain. NO_x also reacts to form ground level ozone, an unhealthful component of "smog."



Source	CO ₂	NO _x	SO ₂
Total	90.0%	32.0%	96.0%

Energy Conservation

Choice Energy is not investing in energy conservation measures for this electricity product. Energy conservation measures means less electricity needs to be generated and pollution is avoided.

Source	CO ₂	NO _x	SO ₂
Avoided Generation	0 kWh	0 tons CO ₂	0 tons NO _x
Avoided Air Emissions		0 tons SO ₂	