

Terms of Service

This Terms of Service (“Agreement”) is for an Ohio residential or small commercial customer (“Customer”) who is not a participant of the Percentage of Income Payment Plan (“PIPP”) and not under the electric utility’s arrearage crediting program. 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 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 utility company (“Electric Utility”). Your Electric Utility 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 Welcome Letter. It defines our generation charge pricing and fee structure according to which you will be billed, the renewable energy content of the electricity that we provide, and, if applicable, an explanation of any price variability and price level adjustments that may cause the rate to vary. Our generation charge does not include distribution charges from your Electric Utility for its delivery services, or any government fees and taxes that are billed by your Electric Utility. Your Electric Utility may charge switching fees, and, if you switch back to your Electric Utility, you may or may not be served under the same rates, terms, and conditions that apply to other customers of the Electric Utility.

3. **Contract Term.** Your chosen Rate Plan with us will begin with your next available meter read after your Electric 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 Electric Utility switches you away from us to the Electric Utility’s basic generation service, or to another electricity supplier that you choose. This Agreement will also terminate when your account with your Electric Utility is terminated for whatever reason. Upon termination of this Agreement by either you or us, 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. **Cancellation Rights.** For a new enrollment your Electric Utility will send you a confirmation notice indicating that you have chosen Choice Energy as your electricity supplier. You will have seven (7) calendar days from the date of the notice to cancel if you wish to rescind your decision without penalty (your Electric Utility will provide you with a cancellation confirmation number as proof). You may also cancel without penalty if you move outside our service area or into an area where we charge a different price. See your Welcome Letter for early cancellation provisions and fees, if applicable under your chosen Rate Plan, should you wish to cancel at any other time. 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 Term.** You will receive your regular bills from your Electric Utility which includes our generation charges and the Electric Utility’s delivery charges. If your Electric Utility adjusts your meter reading for a previous bill, our generation charge will also be adjusted accordingly. You agree to pay your total bill amount according to your Electric Utility’s payment terms, otherwise your Electric Utility may disconnect your service in accordance with the Electric Utility’s tariff. Consult with your Electric Utility 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. Unless stated in the Welcome Letter, as applicable to the Rate Plan that you chose, there is no budget billing option for the generation portion of the bill. You may request from us, twice within a 12 month period, up to 24 months of your generation charges payment history with us without charge.

6. **Customer Information.** You agree that your Electric Utility 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. We are prohibited from disclosing any of your confidential information, including your social security number and/or account number, without your consent except for collections and credit reporting, participating in programs funded by the universal service fund pursuant to section 4928.52 of the Revised Code, where otherwise required by law, or when assigning your contract to another supplier.

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 Electric Utility or a governmental authority, or any other action 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 without notice or your consent. You may not transfer this Agreement to others. This Agreement will automatically terminate when your account with your Electric Utility is terminated.

10. **Termination by Us.** We may terminate this Agreement on at least 14 calendar days written notice should you fail to pay your bill or fail to meet any agreed-upon payment arrangements. 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 us.

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 your complaint is not resolved after you have called us and/or your Electric Utility, 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 8AM to 5PM weekdays, or at <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 8AM to 5PM weekdays, or at <http://www.pickocc.org>.

12. **Other General Provisions.** This Agreement, together with the Welcome Letter, 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. **Customer Service Contact Information.** Following is our customer service contact information should you have any question or wish to contact us for any reason.

Choice Energy, LLC Customer Service Department 601 SW 9th St., Des Moines, IA 50309	Email: customerservice@4choiceenergy.com Phone: 1-888-565-4490 (Normal hours of operation: 9:00AM - 5:00PM CT)
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