

## NATURAL GAS FIXED PRICE PROGRAM (Customer Agreement)

DEO/COH SVC/MVC

Ohio PUC Certification #02-023G(5)
P.O. Box 2210, Buffalo, New York 14240-2210

**Customer Information** 

The Customer is responsible for ensuring the accuracy of the information set out below.									
This Agre	ement is for a	a: Home	□ В	usiness	Signatory is:	Account Holder		Spouse/Power of Attorney	
Account Holder ("Customer"). Provide full legal business name (and name on Utility bill, if different).									
Billing Ad	ddress	Unit Numb	er		Street Number Street Name				
City		State			Country	Zip Code		<u>=</u>	
Contact Information		Preferred I	Phone (with	ext.)	Alternative Phone	E-Mail			
Service Address is: Same as Billing Address OR Unit Number Street Number Street Name City State Country Zip Code									
Tax Status:									
(If exempt, attach a copy of the tax exempt certificate)									
Essential Agreement Information									
I CHOOSE Commerce Energy, Inc. d/b/a Just Energy ("Just Energy") to be my supplier of natural gas ("Gas") for the Term and Price selected below.									
								Title (if a business)	
I have received a completed and signed copy of this Agreement, and I have read and agree to it.  I am at least 18 years old and I have signing authority.									
Natural Gas Fixed Price Program  OH.DM.G.ENG.FX.SVC.									
Utility	Term	Code	Volume	Gas Price	JustGreen % Offset		<b>V</b>	OH.DM.G.ENG.FX.MVC.  Authorization	
Othity	161111		Volume	(\$/Mcf)	Gas and Price	iviy i fice (ψ/ivici)		Addionzation	
			svc		100% @ \$2.00/Mcf	Gas Price + \$2.00		Customer selects the Term, Natural Gas Price and JustGreen	
DEO	Year			 \$/Mcf				Gas Price as indicated.	
	IGai	M	☐ MVC	φ/IVICI	0% @ \$0.00/Mcf	Gas Price		Customer Signature	
Natural Gas Fixed Price Program								OH.CB.G.ENG.FX.SVC OH.CB.G.ENG.FX.MVC	
Utility	Term	Code	Volume	Gas Price (\$/Ccf)	My Pric	e (\$/Ccf)	V	Authorization	
			svc		Gas Price			Customer selects the Term,	
сон								Natural Gas Price and JustGreen Gas Price as indicated.	
	Year	M	☐ м∨с	\$/Ccf					
					 	_}		Customer Signature	
Natural Gas Account Number (the "Location")  Verification Code  Gas Contract ID  (for office use only)									
Independent Contractor Information								Customer Service Information	
Source Code Valid Permit:									
N/A YES Permit Number (if applicable)							CSR		
Independent Contractor Number Independent Contractor Name (print) Independent Contractor Signature CSR Name (print)								Name (nrint)	

## **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 gas supplier. Customer: the account holder named on the Customer Agreement, also referred to as "I", "my", "you" and "your". Gas: the natural gas commodity that we will supply to your Location(s). Just Energy: Commerce Energy, Inc. d/b/a Just Energy. Also referred to as "we", "our" or "us". Utility: your local gas distribution utility, Dominion East Ohio or Columbia Gas Ohio. Small Commercial Customer: a Customer that uses less than 500 Mcf or 5000 Ccf annually. Medium Commercial Customer: a Customer that uses between 500 Mcf and 1,500 Mcf or 5000 Ccf and 15,000 Ccf annually or is otherwise accepted by Just Energy to qualify under this Agreement. Location: each Gas account(s) on the Customer Agreement. Gas Price: The fixed price you will be charged for your Natural Gas consumption in Ccf or Mcf for the term of this Agreement. PUCO: the Public Utility Commission of Ohio. Utility Price: your Utility's published residential natural gas supply price, including adjustment, as charged by the Utility from time to time.
- 2. Right of Rescission. Once you have enrolled to receive gas 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 gas 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 Gas and JustGreen.
- **4. Acceptance.** Agreement takes effect when you sign (which includes electronic signatures) it and is conditional upon our acceptance at our sole discretion.
- **5. Term.** The Term begins on the "Start Date" and expires on the "Expiration Date". *Start Date:* the day we begin supplying 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 Gas supply to your Location (the Term from the Start Date plus any 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 your Term Expiration Date in accordance with governing Ohio Law.
- **7. JustGreen.** If you select JustGreen, we will purchase and retire carbon offsets to offset 100% of your natural gas consumption. We can suspend or discontinue JustGreen at any time (you will then stop paying for it but the rest of this Agreement will remain in effect).
- 8. Charges (and Credits) under this Agreement. We will supply you with Gas and JustGreen for the Location, as applicable. You agree to pay for all these related charges. 8.1 Gas Charge. Your gas consumption (in Mcf or Ccf) multiplied by your Natural Gas Price. You understand that at any given time, the Utility's Gas Price may be lower or higher than your Natural Gas Price. 8.2 JustGreen Gas Charge. Your Gas consumption, in Mcf or Ccf, multiplied by your JustGreen Gas Price. 8.3 Utility Charges. Utility charges relate to the Utility's costs for pipeline transportation, storage, balancing and delivery costs. For consumers who purchase their gas supply from a Utility, the costs associated with Utility Charges, as well as additional costs, are recovered through the Utility Charges; (i) will be itemized as a separate line item on your 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. 8.4 Taxes. You will pay all lawful taxes that may apply to the
- **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. 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 any 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 and any early termination fees may apply. 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. Early Termination Fees. You understand that in order for Just Energy to be able to supply Fixed Price Gas and JustGreen to its customers, we enter into long term supply arrangements with suppliers of Gas and JustGreen to meet the forecasted consumption of its customers. If this Agreement ends early due to your Breach (see para. 1), you must pay us liquidated damages in the amount of \$50 for a 1 year term and less, or \$100 for a term greater than 1 year (the "Early Termination Fee") for each location subject to this agreement. You agree that the Early Termination Fee is a genuine pre-estimate of the damages we would suffer and not a penalty or other type of charge. You understand that it may take us 1-2 billing cycles to complete the switch back to default supply. If you voluntarily return to Utility default supply, you may be charged a price other than the Gas regulated sales service rate.
- 11. 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 para. 2. In addition you may cancel without penalty through Just Energy up to 30 days after the date on your first bill with Just Energy listed as your supplier, without an early termination fee. It may take between 1-2 meter reads for cancellation to take effect if this Agreement is already processed by your Utility. You may terminate this Agreement without penalty if you move outside our service area or into an area where we charge a different price. *Our Right to Cancel:* We may end this Agreement, at no cost to us, if: (a) required /allowed by law; (b) the Utility is unable to service your Location; (c) a legislative or regulatory change materially alters our ability to perform this Agreement; (d) you move; or (e) you commit a "Breach".
- 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 will not release your social security number without your written consent except where such release is required by court order or by PUCO order or rule.
- **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 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 your gas supplier and/or your gas 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 eight a.m. to five p.m. weekdays, or at www.puco.ohio.gov. 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 www.picocc.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. Consumer Protections.** If you are a new customer and Just Energy processed your agreement for service and it was approved, your Utility will send you a confirmation notice to confirm your decision. See paras. 2 & 10 for your Right of Rescission and Ending this Agreement Early. To cancel this Agreement, you must contact your Utility. You can call Dominion East Ohio at 1.800.362.7557 or Columbia Gas Ohio at 1.800.344.4077. The services provided by Just Energy are subject to the Terms and Conditions of this Agreement. We will use your personal information as per para. 11 except where other use is required by court order or Public Utilities Commission of Ohio (PUCO).
- **16. Amendment, Assignment.** We may amend this Agreement by sending you written notice. Unless required by Governing Law (including, for example, a Utility service change, administrative fee change, change in law, or other regulatory order), you will have 30 days to reject the amendment, in writing. We will not amend the Term or Price without your oral or written consent and can use these same Terms and Conditions for the new Term or Price. 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.
- 17. 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 Gas or JustGreen at your Price. If this happens, you or Just Energy may, without liability, cancel this Agreement.
- **18. Notice.** We will send notices to your billing or service address. You must send us notice to our address in para. 22 below. We may provide a general notice by posting it on our website at <u>justenergy.com</u>.
- 19. Governing Law. Laws of the State of Ohio govern this Agreement.
- 20. 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. 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.
- 21. Utility Contact Information. You can reach Dominion East Ohio by calling 1.800.362.7557 or Columbia Gas of Ohio at 1.800.344.4077
- 22. Just Energy Contact Information. You can contact Just Energy at 1.866.587.8674 weekdays from 9:00 am to 7:00 pm Eastern Standard Time or at P.O. Box 2210, Buffalo, New York 14240-2210.

Just Energy

Executive Vice President