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 Commodity supplier. **Commodity:** the Electricity and/or Gas commodity that we will supply to your Location(s) as per this Agreement. **Customer:** the account holder named on the Customer Agreement, also referred to as "I", "my", "you" and "your". **Electricity:** the electricity commodity that we will supply to your Location(s). **Gas:** the natural gas commodity that we will supply to your Location(s). **Generation Charges:** The charges for the production of electricity. **Intro Price:** the rate we charge you for Electricity and/or Natural Gas during the first billing cycle which will be 5% below your published Utility Price or Price to Compare. See section 8 for details. **Just Energy:** Commerce Energy, Inc. d/b/a Just Energy. Also referred to as "we", "our" or "us". **JustGreen:** the verified emissions reductions, allowances or instruments we purchase and retire on your behalf based on the participation level you choose. **Location:** each Electricity and/or Gas account on the Customer Agreement. **NYMEX Price:** the published NYMEX Monthly Contract Last Settlement Price for the applicable month, as can be found at www.eia.doe.gov. **PJM:** The regional transmission organization and wholesale electric market for your Utility's service territory. **Small Commercial Customer:** A Customer that uses less than 5,000 Ccf or 500 Mcf or 50,000 kWh annually. **Medium Commercial Customer:** A Customer that uses between 5,000 and 15,000 Ccf or 500 and 1,500 Mcf or 50,000 and 150,000 kWh annually, or is otherwise accepted by Just Energy to qualify under this Agreement. **Price:** as set out on the Customer Agreement, the Electricity and/or Gas Price. **PUCO:** the Public Utility Commission of Ohio. **Transmission Charges:** charges for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company. **Transmission Service Charges**: fees for switching, disconnecting, reconnecting or maintaining electric service or equipment, or transmission or transmission-related charges, that are imposed by law, rule, regulation or tariff, or Commission rule or order. **Variable Rate:** the variable fluctuating rate we charge you for Gas and/or Electricity after the first billing cycle and will be determined by us based on market conditions at our sole discretion and will not change more than once per billing cycle. See section 8 for details. **Utility:** your local electricity or natural gas distribution utility. Term: Month to Month.

2. Right of Rescission. Once you have enrolled to receive generation 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 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 Electricity and/or Gas and JustGreen.

4. Acceptance. Agreement takes effect when you sign (which includes electronic, e-mail and fax 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 Electricity and/or 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 Electricity and/or Gas supply to your Location. Please contact us to terminate this contract and allow for 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 any changes to your Terms and Conditions in accordance with governing Ohio Law.

7. JustGreen. If you select JustGreen Electricity, we will purchase and retire renewable energy certificates or attributes to ensure that up to 100% worth of your electricity usage is produced by renewable sources such as wind. If you select JustGreen Gas, we will purchase and retire verified emissions reductions, allowances or instruments to offset 100% of your Gas consumption. We can suspend or discontinue JustGreen at any time (you will then stop paying for it but the rest of this Agreementwill remain in effect).

8. Charges (and Credits) under this Agreement. We will supply you with Electricity and/or Natural Gas and JustGreen for the Location, as applicable. You agree to pay for all these related charges. **8.1 Electricity Charge.** You will be charged the Intro Price for the first billing cycle from the Start Date. After the Intro Price period expires, you will be charged a Variable Rate per kWh which will be capped at the lower of: (i) 150% of the sum of PJM Generation Charges (PJM Western Hub Peak Calendar-Month Real-Time LMP Swap Futures as settled on the 15th calendar day of the previous month on cmegroup.com), PJM Capacity Charges (as found in "RPM Base Residual Auction Results" for the RTO for the respective year at pjm.com) and 5¢/kWh or (ii) 35% over the rate from the previous billing cycle. To find your monthly rate, please contact one of our Customer Service Representatives. **8.2 JustGreen Electricity Charge.** Your Electricity consumption, in kWh, multiplied by your JustGreen Electricity Price. **8.3 Gas Charge.** You will be charged the Intro Price for the first billing cycle from the Start Date. After the Intro Price period expires, you will be charged a Variable Rate. The Variable Rate is subject to change each month and the rate will not be more than NYMEX + $0.599/Ccf or NYMEX + $5.99/Mcf. At any time you can call the Just Energy Customer Service number for your monthly price. **8.4 JustGreen Gas Charge.** Your Gas consumption, in Ccf or Mcf, multiplied by your JustGreen Gas Price **8.5 Utility Charges.** Utility charges relate to the Natural Gas and/or Electric Utility's costs for balancing and delivery. For consumers who purchase their gas and/or electricity supply directly from a Utility, the costs associated with these charges, as well as additional costs, are recovered through the Utility's commodity charge. You understand that upon entering into this Agreement, the Utility Charges: (i) will be itemized as a separate line item on your Electricity or Natural 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. **8.6 Taxes.** You will pay all lawful taxes that may apply to the above charges.

9. Billing, Payment. Your Utility will bill you on our behalf at the same billing inter vals used for their customers. We have the right to bill you directly. Electricity and/or 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 the 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. 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. Lock-In Option. At any time after your Start Date, you may request a "Fixed Rate" for Electricity and/or Gas supply for the Agreement for up to the entire remaining portion of your Term. If you exercise this option you will be charged a Fixed Price (your consumption in kWh and/or Ccf multiplied by the Fixed Rate) for the remainder of your Term. JustGreen and Utility Charges are not included in the Fixed Rate. To find out what the Fixed Rate for Electricity and/or Gas is, you must call Just Energy Customer Service at: 1.866.587.8674. The Fixed Rate at the time will be determined by Just Energy at its sole discretion, and will be consistent for all customers according to their applicable Utility during that calendar month. Should you exercise this option, it may take up to 2 billing cycles for the Fixed Rate to take effect. If you select the Lock-In Option and subsequently terminate this Agreement early you will be responsible for $50 Early Termination Fee per commodity.

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 paragraph 2. In addition you may cancel through Just Energy at any time without an early termination fee. If this Agreement has already been processed by your Utility, then it may take between 1-2 meter reads for cancellation to take effect. 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 Electricity and/or 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 and/or electric supplier and/or your 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 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov Residential customers may also contact the Ohio Consumers' Counsel (OCC) for assistance with complaints and utility issues at 1.877.742.5622. (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.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 paragraphs 2 & 11 for your Right of Rescission and Ending this Agreement Early. The services provided by Just Energy are subject to the Terms and Conditions of this Agreement. We will use your personal information as per paragraph 12 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 Electricity and/or Natural 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 paragraph 22 below. We may provide a general notice by posting it on our website at justenergy.com.

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 at 1.800.362.7557, Columbia Gas of Ohio at 1.800.344.4077, Duke Energy at 1.800.544.6900, Vectren Energy Delivery of Ohio at 1.800.227.1376, AEP Ohio at 1.800.672.2231.

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