



# SWITCH ENERGY

Name:

## Service Address

Address 1:

Address 2:

City:

State:

Zip:

County:

## Billing Address:

Address 1:

Address 2:

City:

State:

Zip:

County:

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## Product Information

Product:

Rate/kWh:

Term:

Early Termination Fee:

Promotion/Special Offer:

## Utility Information

Utility Name:

Utility Account Number:

Name Key Code:

Account Type:

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## OHIO RESIDENTIAL & SMALL COMMERCIAL TERMS AND CONDITIONS

### Electricity Supply Service with Switch Energy, LLC

- 1. Terms of Service.** These Terms and Conditions together with the Rate Plan Summary (defined below), which is incorporated herein by reference, constitute the agreement ("Agreement") between you and Switch Energy, LLC, ("Switch Energy"). "Rate Plan Summary" means, as applicable, either the section of the enrollment consent form/letter of authorization entitled 'Rate Plan Summary' or the Schedule A accompanying these Terms and Conditions entitled 'Rate Plan Summary – Schedule A to Terms and Conditions.'
- 2. Agreement to Purchase Electric Generation Service.** This Agreement serves as the agreement for competitive retail electric service ("electric service") to be provided to you by Switch Energy. Subject to Switch Energy's acceptance of this Agreement and enrollment by your Electric Distribution Utility ("EDU"), you agree to become a Switch Energy customer and appoint Switch Energy as your limited agent to perform the necessary tasks associated with your electric service and fulfill the terms of this Agreement. Switch Energy agrees to sell and deliver to you, and you agree to purchase and accept, the quantity of electricity delivered to you, as measured or estimated by your EDU, all in accordance with the prices and other terms and conditions set forth in this Agreement. Your electricity will be delivered to you by your EDU. You understand that as part of Switch Energy's process of qualifying you for this Agreement, Switch Energy may investigate your credit history and choose to obtain a consumer credit report on you from a consumer-reporting agency. If Switch Energy learns that your credit, payment history, or account status is not satisfactory, Switch Energy may decline to provide retail electric service to you at the time of application or refuse a requested rate plan change. Switch Energy is licensed by the Public Utilities Commission of Ohio (the "Commission") as a competitive retail electric service provider to offer and supply retail electric generation services in Ohio. Switch Energy's license number is 13-686E (1).
- 3. Term of Agreement.** Once you enter into this Agreement, the term of this Agreement will begin on the next available meter read date after your electric generation supplier is changed to Switch Energy by the EDU. The Initial Term of your service will begin on the start date of the next monthly billing cycle with your EDU and continue for the number of monthly billing cycles set forth in the Rate Plan Summary. Switch Energy will provide written notice to you of pending contract expiration between forty-five (45) and ninety (90) calendar days before the Agreement expires. When the Initial Term expires, this Agreement will automatically renew on a month-to-month basis, as described in the Rate Plan Summary and in Section 4 below. This Agreement will be effective during the Initial Term and through any of these monthly Renewal Periods, subject to the cancellation provisions of Sections 8 and 9 below.
- 4. Renewal.** Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis. The renewal is automatic and does not require your affirmative consent, although there may be a change to the price or the terms and conditions in this Agreement. Before the Agreement expires, Switch Energy will provide you with two separate notices that describe any changes and state that the Agreement will renew at the specified rate unless you affirmatively cancel the Agreement. To cancel your service, you must contact Switch Energy by telephone or in writing at least 35 days prior to the date on which such service is intended to be cancelled using the contact information set forth in Section 16. The first notice that Switch Energy will provide of pending contract expiration will be a written notice to you between forty-five (45) and ninety (90) calendar days before the Agreement expires. The second notice may be in writing, by telephone, a notice on your monthly bill, or

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by electronic mail at least thirty-five (35) calendar days in advance of the contract expiration in accordance with O.A.C. 4901:1-21-11(F) and will contain the rate at which the Agreement will renew, which will be a variable price per kWh, based upon generally prevailing market and business conditions. While taking service on a month-to-month basis (the "Renewal Period"), Switch Energy will charge you for all electricity billed by your EDU at variable price per kWh, based upon generally prevailing market and business conditions. Your price will include generation and transmission charges, but will not include charges for EDU service (generally, delivery charges and other utility service fees) and taxes. You may obtain next month's variable price by calling a Switch Energy Customer Service Representative at the toll-free telephone number set forth in Section 16.

- 5. Pricing, Billing and Payment Terms.** You will receive one bill each month from your EDU, which will include Switch Energy's charges as well as your EDU's charges for all electric services provided to you during the EDU's billing cycle as actually measured or estimated by the EDU. You will be charged for Switch Energy's electric generation service at the price set forth in the Rate Plan Summary for the Initial Term and, if applicable, the Renewal Term. You will also pay distribution/transmission charges and taxes to your EDU. The Initial Term and Renewal Period rate from Switch Energy is exclusive of all applicable EDU related taxes and charges. Your payment will be due to the EDU by the date specified in the EDU bill and must be paid in accordance with the EDU's billing and payment terms. If you fail to pay it on time, you could be subject to interest and late charges imposed by the EDU and/or Switch Energy, and your service could be disconnected in accordance with the EDU's tariff. Your EDU may offer you budget or other payment plans. Switch Energy may also offer budget billing for the generation portion of the bill at its discretion. If you are interested in budget billing for the generation portion of the bill, please call a Switch Energy Customer Service Representative at the toll-free telephone number set forth in Section 16.
- 6. Failure to Pay.** Under the Initial Term or during the Renewal Period, in the event that you fail to pay the EDU's charges or fail to meet any agreed-upon payment arrangement, you are subject to disconnection of your service from your EDU, pursuant to the electric utility tariff. If you fail to pay your bill, or fail to meet any agreed-upon payment arrangement, Switch Energy may cancel this Agreement upon fourteen (14) calendar days advance written notice. Such disconnection and/or cancellation will not relieve you of your payment obligations to Switch Energy, including any applicable early cancellation fee, or your EDU for service to the date of such disconnection and/or cancellation. You have the right to request twice within a twelve (12) month period, up to twenty-four (24) months of your payment history for services rendered by Switch Energy without charge to you.
- 7. Switching.** If you change your electric supplier, your EDU may charge you a switching fee. If you return to your EDU after switching to a retail electric service provider, you may or may not be served under the same rates, terms and conditions that apply to other customers served by the EDU.
- 8. Right of Rescission and Early Cancellation Policy.** Your EDU will send you a written notice confirming your decision to enroll with Switch Energy. You have the right to rescind your enrollment, without an early cancellation fee, within seven (7) calendar days after the postmark date on the EDU enrollment confirmation notice. You can do this by contacting your EDU at the toll-free telephone number set forth in the EDU enrollment confirmation notice, or in writing, also set forth therein. Thereafter, you may cancel service under this Agreement at any time during the Initial Term. However, if you cancel during the Initial Term and an early cancellation fee is set forth in the Rate Plan Summary, then you will be required to pay such early cancellation fee to us immediately, but in any event no later than ten (10) days after the date you receive an oral or written notice requesting payment. During the Renewal Period, there is no cancellation fee. If you are relocating, please refer to Section 9. Otherwise, to cancel your service, you must contact Switch Energy by telephone or in writing using the contact information set forth in Section 16.
- 9. Cancellation/Termination as a Result of Relocating.** - You may terminate this Agreement without penalty if you move outside your EDU's service territory, outside Switch Energy's service area or into an area where Switch Energy charges a different price. If you cancel service with Switch Energy, you will return to your EDU's regulated electric service commodity rate for at least one service month before being able to re-enroll with Switch Energy or another competitive retail electric service provider.
- 10. Disputes Resolution.** You understand that Switch Energy will attempt to resolve any disagreement or complaint you may have. If your complaint is not resolved after you have called Switch Energy 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 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](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 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](http://www.pickocc.org).
- 11. Actions of Government Regulated Entities.** If action is taken by the Utility, applicable regional transmission organization, transmission provider, or any federal, state or local governmental authorities which materially changes the amounts charged by such entities to us or charged by such entities to our wholesale supplier and charged to us, or which materially changes the manner in which we provide Service to you, we may, in our sole discretion, elect to adjust the price for Service under this Agreement to account for any such cost increases or other changes.
- 12. Force Majeure (Uncontrollable Forces).** Switch Energy will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events are out of Switch Energy's reasonable control and may result in interruptions in service. Switch Energy is not responsible for transmitting or distributing electricity. Switch Energy is not liable for damages caused by acts of God, changes in laws, rules, or

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regulations or other acts of any governmental authority (including the Commission or MISO Interconnection), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDU or any other cause beyond Switch Energy's reasonable control. In addition, you may be required to pay any additional or increased fees or charges that are generally beyond Switch Energy's reasonable control including, but not limited to, 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. These charges or fees will be passed through to you and added to your price.

13. **Privacy of Customer Information.** Switch Energy will not release your social security number and/or account number(s) without your affirmative written consent except for Switch Energy's own collections and credit reporting, participation in programs funded by the universal service fund, pursuant to Section 4928.52 of the Revised Code, or when assigning this Agreement to another retail electric service provider.
14. **Limitations of Liabilities.** LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. SWITCH ENERGY WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. SWITCH ENERGY IS NOT LIABLE FOR INTERRUPTIONS TO, OR SHORTAGES OF, ELECTRICITY SUPPLY, NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING THEREFROM. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.
15. **Switch Energy's Representations and Warranties; Limitation.** THE ELECTRICITY PROVIDED UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARD OF THE APPLICABLE EDU AND WILL BE SUPPLIED FROM A VARIETY OF ELECTRIC GENERATION SOURCES INCLUDING THE ELECTRICITY PRODUCT REQUIREMENT. SWITCH ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. SWITCH ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
16. **Switch Energy Contact Information.** You may contact Switch Energy in one of the following ways: (a) call toll-free 1-855-737-3722, Monday through Friday 9:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice); (b) email [customercare@switchenergypartners.com](mailto:customercare@switchenergypartners.com), or (c) write to Switch Energy at 17 High Street, Norwalk, CT 06851 (be sure to include your account number(s)). Switch Energy's Internet domain address is: <http://www.switchenergypartners.com>. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available from Switch Energy upon request.
17. **EDU Contact Information and Emergency Contact.** The contact number for your EDU is set forth in the Rate Plan Summary.
18. **Choice of Law.** You agree that this Agreement shall be governed by the laws of the state of Ohio, without regard to its conflict of law principles.
19. **Taxes.** Except as otherwise provided in this Agreement or required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you.
20. **Environmental Disclosure Label.** Pursuant to O.A.C. 4901:1-21-12, Switch Energy is incorporating herein by reference an Environmental Disclosure Label specifying the approximate generation resource mix and environmental characteristics of the power supply being offered under this Agreement. See Switch Energy's website at [www.switchenergypartners.com](http://www.switchenergypartners.com) for a copy of its Environmental Disclosure Label.
21. **Miscellaneous Provisions.** This Agreement is subject to applicable laws and supersedes any previous promises, understandings and agreements. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, you agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If a provision cannot be modified in a manner that would make it valid, legal and enforceable, the provision shall be severed from the Agreement, and all other provisions shall remain in full force and effect. Any failure on our part to enforce any of the terms of this Agreement or to exercise any right under such terms shall not be considered a waiver of Switch Energy's right to enforce each and every such term, exercise such right or exercise any other right under this Agreement. You may not assign this Agreement without Switch Energy's prior written consent. Switch Energy may: (a) transfer or sell this Agreement or your account in connection with any financing; (b) transfer this Agreement to any of its affiliates; (c) transfer or assign this Agreement to anyone succeeding to all or substantially all of Switch Energy's assets or business; and (d) transfer this Agreement to another supplier licensed by the Commission. If Switch Energy assigns this Agreement to another retail electric service provider, Switch Energy will provide you with written notice prior to your next bill that includes a statement that following the assignment your service will continue under the same rates, terms and conditions established under this Agreement and includes the new retail electric service provider's name, toll-free telephone number and address. After assignment, Switch Energy will have no further obligations under this Agreement. This Agreement is binding upon you and Switch Energy, and will further bind each of your successors and permitted assigns.

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By typing my name in the space below I am agreeing that my address, product information and utility information is correct, and that I have read and agree to the terms and conditions shown above.

Name:

Date: