

# Ohio Residential Fixed Electricity – Terms and Conditions

## Ohio Residential and Small Commercial Electric Generation Service

### DISCLOSURE STATEMENT AND TERMS OF SERVICE

This is an agreement for electric generation service between CenStar Energy Corp (CenStar) and you, for the service address or addresses set forth in your Welcome Letter or Electric Service Agreement. Together, this Disclosure Statement, including the terms of service set forth herein, and your Welcome Letter or Electric Service Agreement collectively describe your agreement with respect to your purchase of electric generation service from CenStar (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. CenStar is certified by the Public Utility Commission of Ohio to offer and supply electric generation services in Ohio. We set the generation prices and charges that you pay. Your Electric Distribution Utility will deliver the electric generation to you. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

### Definitions

- Electric Distribution Utility (EDU) – The public utility providing facilities for the distribution of electricity to retail customers.
- Generation Charge – Charge for production of electricity.
- Public Utility Commission of Ohio (PUCO) – the Public Utility Commission of Ohio.
- Transmission Charge – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

Right of Rescission – Customers have the right to rescind this Agreement by contacting the EDU by phone or United States mail within seven (7) calendar days following the postmark date on the EDU's confirmation notice. The EDU contact information is listed at the end of these Terms of Service.

### Terms of Service

#### 1. Basic Service Prices.

Your rate plan will be as specified in your Welcome Letter or Electric Service Agreement. Fixed Rate Plan: You will pay the fixed rate per kWh as specified in your Welcome Letter or Electric Service Agreement for the length of your Term. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Welcome Letter or Electric Service Agreement.

Immediate Savings Plan: For the first two months of your plan, you will receive a specified percentage savings (shown in your Welcome Letter) off of the EDU's base energy rate for electricity supply. Thereafter, you will receive CenStar's standard variable rate which will vary according to market conditions. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your Welcome Letter or Electric Service Agreement. Variable Rate Plan: A month-to-month plan where your rate may vary according to market conditions.

The rate you pay CenStar will include the Generation Charge but exclude the Transmission Charge for services provided under this Agreement. Your price does not include applicable Ohio sales tax or any local tax. You are responsible for any and all taxes (whether passed

through to you on EDU's bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and EDU charges for delivery and distribution services. Except as otherwise provided in this Agreement or as 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. If you are a tax-exempt entity, you must provide CenStar with the necessary certificates and other documentation to qualify for such status.

**2. Billing.** CenStar Services are only a portion of your total monthly bill for delivery of electricity. Your EDU will continue to issue a monthly bill with the same payment due date and the bill will include both your Transmission Charge and your Generation Charge, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. Unless otherwise provided herein, your payment terms and late payment penalties will be governed by the terms of the EDU's tariff. CenStar does not pay or arrange for the payment of any outstanding debts owed by you to the EDU or a previous electric supplier.

**3. Length of Agreement (Term).** The Term of this Agreement is as specified on your Welcome Letter or Electric Service Agreement. With the exception of a new meter installation or special meter reading date, you will buy your electric generation service for the service addresses set forth in your Welcome Letter or Electric Service Agreement from CenStar on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. Customer acknowledges that CenStar cannot guarantee a switch of a Customer's account by a specific date and hereby holds harmless CenStar from any liability from liability for, or arising out of, delays in this process. CenStar will provide you with at least 30 days notice prior to the end of the Term informing you of the Agreement end date. This Agreement shall remain in effect for the full Term or until you notify CenStar in writing or by phone of your intent to cancel at least 30 days prior to your requested end date and until such time as the EDU completes the termination in accordance with its rules. Upon expiration of the Term, if you do not provide verification of renewal or cancellation, this Agreement will continue on a month-to-month basis under the same terms and conditions, including pricing.

**4. Penalties, Fees and Exceptions.**

You may be assessed an early termination fee if you cancel or terminate this Agreement prior to the end of the Term. If an early termination fee is applicable, the amount of the early termination fee will be specified in your Welcome Letter or Electronic Service Agreement. Notwithstanding the foregoing, you may cancel this Agreement without being assessed an early termination or cancellation fee if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you. For residential customers, there is no penalty to start or stop service from CenStar, if done within the terms of this Agreement.

If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. CenStar may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

You will be assessed a fee of \$30.00 for payments returned for insufficient funds or credit card transaction not processed due to insufficient funds or credit availability by any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card.

**5. Cancellation Provisions.** Residential customers may cancel this Agreement without being assessed an early termination or cancellation fee any time before midnight of the seventh calendar day after the date of the confirmation notice from the EDC of your enrollment. Otherwise, you may cancel this Agreement at any time by calling CenStar at 1-877-529-6701, but you will be required to pay the early termination fee described in Section 4 above, if applicable. If you are a residential customer, with 48 hours notice you may cancel this Agreement without penalty as a result of relocation, or if disability renders you unable to pay for service, or upon your death. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date CenStar notifies your EDC. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. If for any reason CenStar is no longer able to economically continue this Agreement, CenStar may terminate this Agreement at any time with at least thirty (30) calendar days notice to you after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of CenStar if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to CenStar is or becomes untrue. Residential customer contracts will not be terminated if charges are in dispute, all undisputed charges are paid, and the parties agree to resolve the dispute within 30 days of when the residential customer notified CenStar of the dispute. CenStar may terminate residential service by the next meter reading subject to the preceding after 30 days notice has been provided. CenStar will not terminate residential service due to non-payment of optional services.

If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the EDC until you designate another provider of electric generation service or service is shut off by the EDC. Only the EDC may shut off your electric power.

**6. Agreement Expiration/Change in Terms.** If you have a fixed term agreement with us and it is approaching the expiration date, we will send you advance notice either in your bill or in a separate mailing at least 45 days before the expiration date. We will explain your options in this advance notice and we will follow your instructions. If you do not respond to the notice, at our discretion, we may renew your electric generation service under a month-to-month Variable market rate.

If we propose to change our terms of service, CenStar will provide written notice to you of any material change to this Agreement at least 45 days prior to the date any such change becomes effective. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective.

**7. Information Release and Authorization.** By accepting this contract I authorize CenStar to obtain information from the EDU through the term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service, and when charges under this Agreement are included on my EDU bill or other billing and payment information from the EDU. I authorize CenStar to release that information to third parties who need to use or be aware of such information in connection with my electric generation service as well as to its affiliates and business partners for marketing purposes. These authorizations shall remain in effect as long as this Agreement (including any renewal) is in effect. I may rescind these authorizations at any time by either calling CenStar at 1-877-529-6701 or providing written notice to CenStar. CenStar reserves the right to reject my enrollment or terminate the agreement if I rescind these authorizations, if I fail to meet or maintain satisfactory credit standing as determined by CenStar, or if I fail to meet minimum or maximum threshold electricity consumption levels as determined by CenStar. If I fail to remit payment in a timely fashion, CenStar may report the delinquency to a credit reporting agency.

**8. Dispute Procedures.** Contact us by any of the means provided at the bottom of these Terms and Conditions with any questions concerning our terms of service or your bill. If your complaint is not resolved after you have contacted CenStar or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (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 PUCO 7-1-1 (Ohio relay service). The Ohio consumers counsel (OCC) represents residential customers in matters before PUCO. The OCC can be contacted 1-877-742-562 (toll free) from 8 am to 5 pm weekdays or at <http://www.pickocc.org>.

**9. Warranties.** YOU REPRESENT AND WARRANT THAT YOU DO NOT HAVE ANY EXISTING PAST DUE BALANCE WITH YOUR EDU OR ANOTHER SUPPLIER THAT WOULD RENDER YOU INELIGIBLE FOR CONSOLIDATED BILLING BY YOUR EDU. CENSTAR MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**10. Limitation of Liability.** You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. CENSTAR WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

**11. Mandatory Arbitration.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. MANDATORY ARBITRATION OF A CLAIM MEANS WAIVER OF THE RIGHT TO SUE IN A COURT AND WAIVER OF A RIGHT TO A TRIAL BY JURY. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability,

enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".

**12. Class action Waiver.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

**13. Miscellaneous.**

(a) CenStar will not assess a charge to a residential customer for starting or stopping service, if done within the terms of this Agreement. This provision does not prohibit an early termination fee or penalty for failure to adhere to this Agreement.

(b) If CenStar is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of CenStar that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, PJM, RTOs, aggregators, other suppliers, qualified scheduling entities, EDUs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

(c) Energy delivery shall continue to be provided by your . You should contact your EDC in the event of a power outage or emergency. Your electric service will be provided in accordance with your existing connection requirements unless you request a change by the EDC and pay for the cost of that change. You may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric power under this Agreement will be measured at the delivery point by the EDC providing the delivery service in accordance with the terms of the applicable tariff for electric generation service. CenStar and you will be bound by the measurement from the meters owned, installed, maintained and read by the EDC.

(d) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of Ohio, without regard to principles of conflicts of laws.

(e) A wet or faxed signature on an Electric Service Agreement is an agreement to initiate service and begin enrollment with CenStar. These Terms of Service, along with your Welcome Letter or Electric Service Agreement, constitute the entire agreement between you and CenStar relating to the subject matter hereof and supersede any other agreements, written or oral, between you and CenStar concerning the subject matter of the Agreement.

(f) You may not assign this Agreement or your obligations under this Agreement without CenStar's prior written consent. CenStar may assign this Agreement, together with all rights and obligations hereunder, to (i) CenStar's electricity supplier, or such supplier's designee, (ii) an affiliate of CenStar or to any other person succeeding to all or substantially all of CenStar's assets, or (iii) in connection with any financing or other financial arrangement.

(g) Any failure by CenStar to enforce any term or condition of your electric generation service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

(h) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

(i) The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration, and waiver of class actions will survive the termination or expiration of this Agreement.

(j) The parties may execute the Agreement in counterparts, each of which is deemed an original and all of which constitute the same instrument.

**14. Contact Information.** Information regarding CenStar's energy sources, energy efficiency, environmental impacts, or historical billing data is available upon request.

**Energy Supplier:**

**CenStar Energy Corp.**

**1 Radisson Plaza, Ste. 704**

**New Rochelle, NY 10801**

**1-877-529-6701**

**OH License No.: 12-585E(3)**

**[www.censtarenergy.com](http://www.censtarenergy.com)**

**Hours of Operation: Monday through Friday (except holidays), 8:00 a.m. to 8:00 p.m., Eastern Standard Time**

**Electric Distribution Company & Dominion East Ohio**

P.O. Box 5759

Cleveland, OH 44101-0759

1-800-362-7557

[www.dom.com](http://www.dom.com)

In the case of a gas emergency, call: 1-877-542-2630

**Duke Energy**

P.O. Box 1326

Charlotte, NC 28201

1-800-544-6900

[www.duke-energy.com](http://www.duke-energy.com)

In the case of a gas emergency, call: 1-800-543-5599

**First Energy**

FirstEnergy Corp.

76 South Main Street

Akron, Ohio 44308

Toledo Edison 800-447-3333

Ohio Edison 800-633-4766

Cleveland Illuminating 800-589-3101

In the case of a gas emergency, call: 888-544-4877

**Public Utility Commission:**

Public Utility Commission of Ohio

180 E. Broad St.

Columbus, OH 43215  
(800) 686-PUCO (7826)  
(800) 686-1570 (TTY-TDD)  
[www.puco.ohio.gov](http://www.puco.ohio.gov)

Residential customers may also contact the Ohio Consumers' Counsel 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).