



## Sperian Energy Corp Illinois Electric Service Area Customer Terms and Conditions IL: 11-0743

The following is your Terms of Service and, coupled with your authorization, either through online enrollment, signed agreement, or a recorded call verification process, reflects the agreement ("Agreement") between Customer and Sperian Energy Corp ("Sperian") for the purchase of electricity service. Sperian agrees to sell and Customer agrees to buy the quantity of electricity delivered to you, as measured or estimated by your Electric Distribution Company ("EDC"), Commonwealth Edison ("ComEd"). Sperian is an Alternative Retail Electric Supplier ("ARES") and will supply electricity for your service location enrolled under this Agreement. The words "we," "us," and "our" refer to Sperian, and the words "you" and "your" refer to the Customer. Retain this Agreement for your records. Sperian is licensed as an ARES with the Illinois Commerce Commission ("ICC") in the State Of Illinois.

For Energy Assistance such as Low Income Home Energy Assistance Program ("LIHEAP"), call (877) 411-9276. In Cook County, dial 311 or (312) 795-8800 to reach the Community & Economic Development Association ("CEDA"), or please call ComEd at (800) 334-7661.

**Eligibility:** Sperian does not deny electric service or determine eligibility for pricing based on credit history, utility payment data or credit score. Sperian does not deny service based on a customer or applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.

**Service Term:** Your service under this Agreement is provided under either a term product or a month-to-month product. Should you cancel your service before the end of a term plan, you will be subject to an early termination fee. If you are a new Customer, your selected product will become effective on the day your service begins with Sperian, which coincides with the date your meter is read by the EDC. Because this date is determined by your EDC, Sperian is not able to commit to a specific date for the commencement of service. If you are currently a Sperian Customer and are switching to another Sperian product, your selected product will become effective within 24 hours of the request to switch to the new plan.

**Sperian Energy Promotions:** All promotions associated with Sperian Energy enrollment rate plans are subject to the terms and conditions listed on the customer's Welcome Letter.

**Contract Renewal:** This agreement does not renew automatically. At the end of the initial term, if you do not

choose a new plan, your plans will rollover into a month-to-month variable rate. A contract-expiration notice will be sent to you at least thirty (30) days but no more than sixty (60) days prior to the end of your initial contract term explaining your renewal options.

**Pricing & Payment:** Each payment period, you will receive a single bill from your EDC that includes Sperian generation supply charges as well as the EDC's delivery charges. Your term and contract rate will be disclosed to you at the time of enrollment in your Welcome Letter. If you selected a variable plan, rates are subject to change monthly at the discretion of Sperian, based on changing market conditions and Sperian's cost for electricity. The price will include Electricity Supply Charges and Transmission Charges, but does not include Sperian's monthly recurring Energy Service Fee of \$4.93 or any fixed charges specified in your plan, Distribution Charges from your local EDC, applicable Illinois sales tax, or any local tax. You are responsible for any and all taxes (whether passed through to you on your EDC's bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and EDC 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 Sperian Energy's acquisition cost increases more than 10% over a one month period from the average cost to Sperian in a calendar month (a "Material Adverse Change"), Sperian reserves the right to increase the rate by the percentage increase received by Sperian. Sperian will comply with all applicable rules for notice in advance of any change. If you do not agree with the proposed revised terms or rate, you may cancel your term price Agreement without penalty.

Your payment will be due to the EDC by the date specified in the EDC bill. Except as otherwise provided in this agreement or by law, all taxes of any kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**Access to Customer Information:** Customer acknowledges that customer billing and payment information will be provided to Sperian from your EDC. This information includes, but is not limited to, Customer's account number, meter reading data, rate class and electric usage, Customer's address(es) and telephone number, and Customer's budget billing plan or payment arrangement preference. Customer further understands that the EDC is required by the ICC to communicate with Customer



following a notice of change of ARES to confirm the change was authorized.

**Dispute Resolution:** In the event of a billing dispute or a disagreement involving any element of this Agreement, the parties will use their best efforts to resolve the dispute.

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Customer should contact the EDC regarding any billing dispute, and should contact Sperian in writing at 2605 Camino Del Rio S., San Diego, CA 92108 or by telephone at (888)682-8082 for any terms of service dispute. If after discussing your problem with Sperian or the EDC you remain dissatisfied, you may file an informal complaint with the ICC by telephoning (800) 524-0795 or by writing to the following address: ICC, 527 East Capitol Ave., Springfield, IL, 62701.

**Right to Rescind:** You may rescind this Agreement without fee or penalty of any kind within ten (10) days after the EDC processes your enrollment; the EDC will provide you with this date. You can rescind this agreement by calling Sperian at (888) 682-8082 or ComEd at (800) 334-7661.

You may rescind in writing, orally, or electronically, if available. Please provide your name, address, phone number and a statement that you are rescinding your Agreement under the ten (10) day Right of Rescission.

**Cancellation:** To cancel a month-to-month product, you may call or fax Sperian at the contact information provided above. Under a term product, you agree to remain a Customer of Sperian until the term expires. In the case you choose to leave Sperian's service while under term contract and past the initial ten (10) day rescission period, you will be charged the early termination fee set forth in your Welcome Letter; provided, you may terminate the contract without any termination fee or penalty within ten (10) business days after the date of the first bill issued for products or services provided by Sperian, or in the event of a revision to our Agreement due to a Material Adverse Change event that you do not agree to. When you cancel services, you agree to pay for the services provided by Sperian through the date you are switched to another ARES or returned to the EDC for service. You are responsible for all charges incurred through the date on which cancellation is effected by the EDC, and for any collection fees incurred by Sperian for non-payment of amounts due.

Sperian reserves the right to cancel this agreement (i) if your EDC is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your EDC and Sperian Services; or (iii) if the EDC removes you from their consolidated billing program and requires that Sperian bill you separately for your electricity supply. We will notify both you and your EDC of the cancellation of this agreement at least 14 days prior to the effective date of cancellation.

Sperian may amend the terms of this Agreement at any time, to the extent not precluded by any applicable law, rule or regulation, by providing notice to Customer of such amendment at least forty five (45) days prior to the effective date thereof. Customer may cancel a term agreement with Sperian at any time prior to the effective date thereof, without penalty, in the event Sperian notifies you of a Material Adverse Change to the Terms of Service and you elect to opt out of the Agreement due to the Material Adverse Change.

**Governing Law:** This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of Illinois and venue shall be in Sangamon County, Illinois. The provisions of the Uniform Commercial Code (UCC) shall apply to this Agreement to the extent you are a merchant under the UCC, and in that event you agree that electricity shall be a "good" for purposes of the UCC.

**Assignment:** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Sperian. Sperian may, without your consent, (a) pledge or encumber this Agreement or the accounts, revenues or proceeds hereof; (b) transfer or assign this Agreement to an affiliate of Sperian or any person or entity succeeding to all or substantially all of the assets of Sperian; or any other person; so long as the forgoing is an ICC-certified ARES. In the case of (b), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Provided, in the event Sperian surrenders or otherwise cancels its certificate of service authority or is no longer seeking to serve certain customers, Sperian shall provide fifteen (15) calendar days prior written notice. Upon any such assignment, Customer agrees that Sperian shall have no further obligations hereunder.

**LIMITATIONS OF LIABILITY:** LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. EXCEPT AS SPECIFICALLY OTHERWISE SET FORTH HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES. LOST PROFITS OR PENALTIES OF ANY NATURE ARE HEREBY WAIVED. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE, INCLUDING THE NEGLIGENCE OF SPERIAN. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

**Severability:** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**No Warranties:** Unless otherwise expressly set forth in this Agreement, Sperian provides and Customer receives no warranties, express or implied, statutory, or otherwise and



Sperian specifically disclaims any warranty of merchantability or fitness for a particular purpose. Delay or Failure to Exercise Rights: No partial performance, delay or failure on the part of Sperian in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

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**Force Majeure:** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party suspending performance and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the EDC or any transportation or transmitting entity. Provided, in no case shall force majeure excuse the obligation to pay money due when owed. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**Entire Agreement:** This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.

**Acceptance:** This Agreement shall not become effective until accepted by Sperian

**Contact Information:** For questions concerning your rate, service initiation, or service cancellation, please contact Sperian using the contact information below:

**Sperian Energy**  
2605 Camino Del Rio S.  
San Diego, CA 92108  
Customer Service (888)682-8082  
Fax (800)256-6181  
Operating Hours: M – F 9:00 a.m. – 6:00 p.m. EST  
[www.sperianenergy.com](http://www.sperianenergy.com)

In the event of a power outage, please contact your local EDC using the contact information following:

**Electric Distribution Company:**

**ComEd**  
Customer Care Center  
PO Box 805379  
Chicago, IL 60680-5379  
(800) 334-7661

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

**Regulatory Contact – Complaint resolution:**

**Illinois Commerce Commission (ICC)**  
527 East Capitol Ave.  
Springfield, IL 62701 (800) 524-0795