

## General Terms and Conditions

**1. Key Defined Terms. Agreement:** collectively, the Customer Agreement (front page, welcome letter, 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 Energy supplier. **Just Energy:** Just Energy Solutions Inc. Also referred to as "we", "our", "us". **Customer:** the account holder named on the Customer Agreement, also referred to as "I", "my", "you" and "your". **Energy:** electricity and/or natural gas commodity that we will supply to your Location(s). **Price:** the secured rate we charge for your Energy during the Term of the Agreement. **JustGreen:** our green energy product option. **Location:** each Energy account listed on the Customer Agreement. **Utility:** your local distribution Utility. **Variable Price:** the rate based upon the price that we are able to obtain for wholesale electricity and natural gas in the PJM market at your utility load zone for the applicable period, plus an adder to cover all other charges related to supplying energy.

**2. 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 Energy and/ or JustGreen.

**3. Enrollment.** Your ability to enter this Agreement depends on whether you meet certain requirements: (a) your Utility accepts our request to enroll you in accordance with the Utility's enrollment rules; (b) we can verify your information by recorded phone call (or other means acceptable to us) as required by the rules of the State of New Jersey; (c) you are creditworthy; (d) we can verify that you have been offered the price tier that corresponds to your historical consumption, if applicable to the product; and (e) you are not already enrolled with us (existing customers cannot enter into this Agreement except pursuant to a re-contract, as reflected by a capital letter "R" in the upper right corner of the Customer Agreement). At our discretion, if you have not been enrolled within 60 days of executing this Agreement, it may terminate without penalty to either party.

**4. Term.** The Initial Term begins on the "Start Date" and expires on the "Expiration Date". **Start Date:** the day we begin supplying Energy 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 Energy supply to your Location (the Term from the Start Date plus any time needed to obtain a final meter read).

**5. RENEWAL. UPON THE END OF THE INITIAL TERM, THIS AGREEMENT WILL CONTINUE ON A MONTH-TO-MONTH BASIS ("RENEWAL PERIOD") UNLESS EITHER YOU OR JUST ENERGY PROVIDES THE OTHER WITH THIRTY (30) DAYS' NOTICE OF TERMINATION. DURING THE RENEWAL PERIOD, JUST ENERGY WILL CHARGE YOU A VARIABLE PRICE. YOU WILL NOT BE CHARGED AN EXIT FEE IF YOU CANCEL YOUR AGREEMENT IN THE RENEWAL PERIOD.**

**6. Charges (and Credits) under this Agreement.** We will supply you with Energy for the Location, as applicable. You agree to pay for these and related charges. You agree to pay for the related charges, taxes, and other amounts charged by the Utility including, without limitation, charges relating to transmission, delivery, uplift, congestion and service charges. **6.1 Electricity Charge.** Your electricity consumption multiplied by the Price. **6.2. Natural Gas Charge.** Your natural gas consumption multiplied by the Price. **6.3. JustGreen Charges.** If you selected a 3 year term: We will purchase and retire renewable energy certificates or attributes ("green energy") equivalent to 100% of your electricity usage. We will purchase and retire verified emissions reductions, allowances or instruments ("carbon credits") to offset 100% of your natural gas consumption. Green energy and carbon credits that we purchase and retire on your behalf will remain our legal property. You can request to change your level or discontinue your participation at any time. so long as you are not in Breach of this Agreement at the time of the request. We can suspend or discontinue Just Green at any time. If Just Green is discontinued

by you or by us , you will then stop paying for it but the rest of this agreement will remain in effect.

**7. Billing, Payment.** Your Utility will normally bill you on our behalf, but we have the right to bill you directly. If you do not pay all amounts on your bill by the stated due date , then (a) you will be charged a late payment fee as set by your Utility; (b) we may cancel this Agreement and return you to the Utility.

**Budget Billing:** You can choose to be billed under the budget billing (level payment) for your supply portion. If you selected the budget billing plan method the true-up of the account subject shall be made at least once every 12-month period during the term of the contract. Contact your utility for the deliveries charges portion.

**8. Ending this Agreement Early, Default.** If this Agreement ends early, for any reason, you must still pay all amounts charged to you up to the early end date. **Your Right to Cancel:** You may rescind this contract within 7 calendar days from date of the confirmation letter from your Utility notifying you of your choice of Just Energy as your Energy supplier. In addition, Just Energy extends your cancellation period to 30 days after your first bill. After this time, an Exit Fee will be charged, but this Exit Fee is waived if you contact Just Energy directly to cancel. See Paragraph 9. This Agreement may be terminated without penalty upon 48 hours' notice to us, in the event of your death, your relocation, or if you become disabled and your disability renders you unable to pay your charges to us. **Our Right to Cancel:** We can end this Agreement, at no cost to us, if: (i) required/allowed by law; (ii) the Utility is unable to service your Location; (iii) a legislative or regulatory change materially alters our ability to profitably perform this Agreement; (iv) you move; (v) you fall into "Default"; (vi) you are not enrolled in the price tier that corresponds to your historical consumption, if applicable to the product; or (vii) there is a material change in the way you consume electricity and/or natural gas, such as but not limited to installation or removal of equipment. You will be given 30 calendar days prior notice of termination and an opportunity to remedy the termination condition. We may still terminate this agreement regardless of whether you remedy the condition that triggered the termination notice. You will be in Default if you (a) Breach a term of this Agreement; (b) fail to make timely payments; or (c) switch to another energy supplier, including the Utility.

**9. Exit Fee.** You understand in order for us to be able to supply Energy to customers, we enter into long term supply arrangements with suppliers of Energy to meet the forecasted needs of our customers. If this Agreement ends early due to your default, you must pay us liquidated damages (the "Exit Fee") of \$50, per Location. Exit Fee will be waived if you contact Just Energy to cancel.

**10. 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 to obtain it from and provide it to your Utility, our affiliates, business partners and service providers, and for us, our affiliates and business partners to communicate with you about other products and services offered by us and our affiliates. We will disclose any of your information where required by court order or NJPBU.

**11. 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 Energy to your Location(s).

**12. Disputes.** In the event of a billing dispute or a disagreement involving Just Energy's service hereunder, the parties will use their best efforts to resolve the dispute. You should contact Just Energy by telephone at 1.866.587.8674 or in writing at P.O. Box 2210, Buffalo, New York 14240-2210. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the NJBPU by calling the NJBPU at 1.800.624.0241 or by writing to the NJBPU at: New Jersey Board of Public Utilities, Division of Customer Assistance, 44 South Clinton Street, 9th Floor, Post Office Box 350, Trenton, NJ 08625-0350, or through its website at: [www.nj.gov/bpu](http://www.nj.gov/bpu). Any Claim permissible herein must

be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). Each of the parties expressly waives any ability to maintain any Class Action in any forum. 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 AGREE THAT BY ENTERING INTO THIS AGREEMENT THEY CAN BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY AND EXPRESSLY WAIVE THE RIGHT TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION ARISING OUT OF THIS AGREEMENT.

**13. Moves.** You will give us 48 hours notice before you move or change your Location (each, a "move"). When you move you may terminate this Agreement upon 48 hours notice without penalty or, if operationally possible, have it apply to your new location. If the latter, then: (i) your new location will be a Location bound by this Agreement; (ii) you authorize us to deal with your Utility in this regard; and (iii) if Governing Law requires that you give us additional written authorization at the time of the move, you will have the option of providing it to us or terminating the Agreement without penalty.

**14. Consumer Protections.** If you are a new customer and Just Energy has processed your Agreement for service and it has been approved, your Utility will send you a confirmation notice to confirm your decision. You can end this agreement early as per paragraph 9. We will use your personal information as per paragraph 10 except where other use is required by law. Residential Customers enjoy consumer protections relating to termination, suspension, disconnection or restoration of service, special medical or physical conditions, aged persons, recipients of social services assistance, budget billing, complaints and disputes, and deferred payment agreements. For details, contact Just Energy or the New Jersey Board of Public Utilities ("NJBPU"), Division of Customer Assistance, 44 South Clinton Street, 9th floor, Post Office Box 350, Trenton, NJ 08625-0650; 1.800.624.0241.

**15. Amendment, Assignment.** We may amend this Agreement by sending you written notice. If a Change in Law occurs, Just Energy may pass through any associated costs or credits to you without markup. "Change in Law" means any judicial decision, order, new law or regulation, or change in the application of any applicable law or utility rate structure that alters the market structure in the Utility or ISO, requires a change in the method by which prices are calculated (including but not limited to changes to formula rate calculations) under this Agreement or materially affects Just Energy's ability to perform its obligations under this Agreement. If this happens, these costs or credits will be passed through to you at no markup and you will be given 30 days' notice. We may assign all or any part of our interest in this Agreement, including to another retail Energy supplier, without your consent. If we do assign this Agreement, you will be provided a 30 day notice with your options. You cannot assign this agreement without our consent.

**16. 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 Energy at your Price. If this happens, you or Just Energy may, without liability, cancel this Agreement.

**17. Notice.** We will send notices to your billing or service address. You must send us notice to our address in paragraph 21 below via registered mail. You give us permission to deliver automated or pre-recorded phone messages to you concerning your account. You may opt out of receiving automated or prerecorded phone messages by contacting our Customer Service Department. We may provide a general notice by posting it on our website at [justenergy.com](http://justenergy.com).

**18. Governing Law.** Laws of the State of New Jersey govern this Agreement.

**19. 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. You agree to the recording of phone calls related to this Agreement. 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.

**20. Emergency.** In an emergency situation relating to your Energy supply, call the Utility: PSEG 1.800.436.7734 or JCPL: 1-888-544-4877 or 1-800-662-3115.

**21. Just Energy Contact Information.** You can contact Just Energy at 1.866.587.8674 weekdays from 9:00 am to 6:00 pm Eastern Standard Time or at P.O. Box 2210, Buffalo, New York 14240-2210.