

## TERMS OF SERVICE

This Agreement is for the supply of Electricity and/or Natural Gas, between Just Energy Pennsylvania Corp. and/or Just Energy Solutions Inc., depending on Utility, and the Customer identified on the Agreement. Generation and commodity prices and charges are set by the retail supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission processes and services.

**1. Definitions.** **Agreement:** collectively, the Contract Summary, the Customer Agreement (front page or any enrollment correspondence, such as a letter, sales verification call or online portal), Terms of Service and any attached Schedule of multiple Locations. **Electricity:** the electricity commodity we supply to you. **Electricity Price:** the cost for the supply of Electricity per kWh as set out in your Agreement. **Energy:** the Electricity and/or Natural Gas that we supply to you. **Exit Fee:** the charge to you for early termination of this Agreement. See section 7. **Gas Price:** the cost for the supply of Gas per Ccf (if your Gas Utility is PECO) or per Therm (if your Gas Utility is Columbia) as set out in your Agreement. **Gas:** the natural gas commodity we supply to you. **JustGreen:** our green energy product option. **Just Energy:** Just Energy Pennsylvania Corp. and Just Energy Solutions Inc. Also referred to as "we", "our", and "us". **Location:** each Energy account on the Customer Agreement relating to your premises, is a separate "Location" bound by this Agreement. **PAPUC:** the Pennsylvania Public Utility Commission. **Utility:** your local utility.

**2. Duration.** as identified on the Contract Summary.

**3. Appointment of Agent.** You give us the exclusive right to act as agent on your behalf in making all supply and delivery arrangements with your Utility and others in order to provide your full Energy requirements to your Location.

**4. 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 Commonwealth of Pennsylvania; (c) we can verify that you have been offered the price tier that corresponds to your historical consumption, if applicable to the product; and (d) 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.

**5. Charges Under this Agreement.** Energy charges include fully bundled generation charges and transmission charges. **5.1 Electricity Charges.** You will be charged the Electricity Price per kWh. **5.2 Gas Charges.** You will be charged the Gas Price per Ccf or Therm. Should a regulatory or legislative change in law affect our cost to supply gas to you, this cost may be passed through to you at no markup. **5.3 JustGreen Charges.** If Applicable, 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. **5.4 Taxes.** You will pay all lawful taxes that may apply to the charges, including applicable state and local sales taxes. Gross receipts taxes may be passed through to you at no markup.

**6. Billing and Payment.** Your Utility will bill you on our behalf, but we have the right to bill you directly. We can correct a billing error up to 15 months after the original incorrect bill and you will then receive a forward credit or debit on your bill (we do not provide refunds).

**7. Penalties, Fees and Exceptions.** You understand that 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 you end this Agreement early, you must pay an Exit Fee in the amount of \$50 per commodity, per Location. If you call Just Energy to cancel, the Exit Fee will be waived. You also have the option to switch plans at any time without paying an Exit Fee if you call Just Energy directly. If this is an automatic renewal you will not be charged early termination fees.

**8. Cancellation Provisions, Default.** If this Agreement ends early, for any reason, you must still pay all amounts charged to you up to the early End Date. This Agreement will be cancelled without penalty if you move to a new Location. **Your Right to Cancel:** You can end this Agreement, without paying the Exit Fee, within 30 days from the date of

your first bill under this Agreement. If your Agreement ends before the End Date due to your default you will be subject to the Exit Fee listed above. **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 are not enrolled in the price tier that corresponds to your historical consumption, if applicable to the product; (vi) 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; or (vii) you fall into "Default". If we cancel this Agreement, we will provide you with the required notification. You will be in Default if you (a) breach a term of this Agreement or your Utility's rules; (b) fail to make timely payments; or (c) switch to another energy supplier, including the Utility.

**9. Change in Terms & Renewal.** If you have a fixed duration Agreement approaching the expiration date or whenever we propose to change the terms of service, you will receive two separate written notifications in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. For electricity customers, you will receive the first notice 45-60 days in advance and the second notice 30 days in advance. For gas customers, you will receive the first notice 60-75 days in advance and the second notice 45 days in advance.

**10. Dispute Procedures.** You may contact us by phone, email, mail, or fax with any questions concerning our terms of service. Just Energy will make every effort to resolve all customer complaints within 10 days of receipt. For electricity customers, call the PAPUC if you are not satisfied after discussing your terms with us. Information about shopping for a gas supplier is available at [www.PaGasSwitch.com](http://www.PaGasSwitch.com) or other successor media platform as determined by the Commission, by calling the Commission's telephone number at 1-800-692-7380, and at [www.oca.state.pa.us](http://www.oca.state.pa.us). 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 name or unnamed member in a class, consolidated, representative or private attorney general action.

**11. Governing Law.** This Agreement is governed by the laws of the Commonwealth of Pennsylvania.

**12. 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 or JustGreen at your Price. If we are unable to supply Energy or JustGreen at your Price you will be provided with notifications pursuant to Sec. 9 of this Agreement (Change in Terms and Renewal) which will include new contract terms and conditions and require your affirmative consent. Should you not consent or choose another supplier you will return to default service without early termination fees.

**13. Limitation of Liability.** Our liability under this Agreement is limited to direct actual damages. We are not responsible for incidental, consequential, punitive, or indirect damages, lost profits or lost business or for any act or omission of your Utility.

**14. Customer Information, Credit Review.** You authorize us to access, use and update information about you (including contact, billing and credit history, and historical billing data), and to obtain it from and provide it to your Utility and our service providers. You authorize us, our affiliates and business partners to use your information to communicate with you about other products and services. You may notify us at any time that you wish to restrict the release of any of your customer information provided, as well as your historical billing data by notifying us through mail, email, telephone, or fax. After such notification is received, your information will be restricted subject to Governing Law.

**15. Notice.** We will send written notices relating to this Agreement to your billing address (as may be amended from time to time). At our discretion (if, for example, there is a fault with regard to your billing address), we may instead send notices to your service address (as may be amended). You consent to the recording of phone calls related to this Agreement. You give us permission to contact you via automated or pre-recorded phone calls concerning your account. You must send written notices to us at our address listed on the Customer Agreement and be able to give proof of delivery upon request. If a change in Governing Law necessitates that a group of customers be given a general notice, we may give it by posting it on our website at [justenergy.com](http://justenergy.com).

**16. Contact Information.** Just Energy Solutions Inc., P.O. Box 2210, Buffalo, New York 14240-2210, Phone: 866.587.8674, Fax: 1.888.548.7690 Email: [cseast@justenergy.com](mailto:cseast@justenergy.com), Website: [justenergy.com](http://justenergy.com). Just Energy is a licensed energy supplier. Your utility will still be responsible for distribution charges. License Numbers: Just Energy Solutions Inc.: Electric A-110117 and Gas

A-125138; Just Energy Pennsylvania Corp.: Electric A2009-2097544 and Gas A-2009-8098011. Public Utility Commission (PAPUC). PO Box 3265, Harrisburg, PA 17105-3265. Website: puc.state.pa.us. Utilities/Default Service Provider: Columbia: 888.460.4332, Duquesne: 888.393.7000, Met-Ed: 800.545.7741, Penelec: 800.545.7741, PECO: 800.494.4000, PPL: 888.668.4775, West Penn Power: 800.686.0021. Universal Service Program Information: Columbia: 800.537.7431, Duquesne: 888.393.7600, Met-Ed: 800.962.4848 Penelec: 800.962.4848, PECO: 800.744.7040, PPL: 800.358.6623, West Penn Power 800.207.1250.

**17. Amendment, Assignment.** If we assign any part of this Agreement to another supplier, we will provide you with 30 days advance notice. The notice will include the name and contact information of the new supplier. Your Agreement terms and conditions will remain unchanged.

**18. Miscellaneous.** This Agreement is the entire contract between you and us. It can only be amended if agreed to by Just Energy's head office in a written notice to, or recorded telephone call with you. If we amend this Agreement we will provide you with 2 prior written

notices. Electronic, e-mail and fax signatures are for legal purposes equivalent to original signatures. If a part of this Agreement is deemed unenforceable, for any reason, we can make the minimal changes for it to be legal and enforceable. If our name does not appear on your Utility bill within 12 months of the anticipated start date and you have not contacted us in writing to implement this Agreement; or if we are unable to implement this Agreement for reasons beyond our control; then it will be deemed cancelled at no cost to either you or us. No delay by us to exercise our rights under this Agreement will constitute a waiver of such rights.