



UNIFORM DISCLOSURE STATEMENT

Name: Star Energy Partners
 Address: 3340 West Market Street
 Akron, OH 44333
 Phone: (855) 427-7827

Rates and Product Information			
Price (in cents/kWh) and number of months this price stays in effect:	[X.XX]¢/kWh fixed for [X] months		
Other monthly charges:	\$15/month Subscription		
Total Price (in cents/kWh) with other monthly charges:	This table sets out the total price in cents per kWh – including the \$15/month Subscription – at sample usage levels of 500kWh, 1,000kWh, and 1,500kWh		
	500kWh	1,000kWh	1,500kWh
	[\$X.XX]	[\$X.XX]	[\$X.XX]
Length of contract:	[X] months		
Price after the initial price:	The above price is fixed for the Term.		
Early Termination Fees and Contract Renewal			
Early Termination Fee:	\$0		
Contract Renewal:	This contract will automatically renew. See the Automatic Contract Renewal Disclosure sent to you under separate cover for details.		
Right to Rescind and Cancel			
Rescission:	You have a right to rescind (stop) your enrollment within 10 calendar days after your utility has received your order to switch suppliers. You may call us at (855) 427-7827 or your utility at (800) 334-7661 to accomplish this..		
Cancellation:	You also have the right to terminate the contract at any time without any termination fee or penalty if you contact us at (855) 427-7827.		

This is a sales solicitation and the seller is Star Energy Partners LLC, an independent retail electric supplier. If you are entering into a contract with the seller and are not currently a customer of the seller, you will be changing your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a governmental body or a governmental program, or a consumer group or a consumer group program.

If you have any questions or concerns about this sales solicitation, you may contact the Illinois Commerce Commission’s Consumer Services Division at 1-800-524-0795. For information about the electric supply price of your utility and offers from other retail electric suppliers, please visit PlugInIllinois.org.

Date: __[SALE/RENEWAL DATE]_____ Agent ID: ____ [ENTER “N/A” if no sales agent]_____

Illinois - ComEd Residential Service Terms and Conditions

The following Terms and Conditions apply to this Agreement between Star Energy Partners LLC, located at 3340 West Market Street, Akron, OH 44333, (“Star Energy Partners”, “SEP”, “we”, “our”, or “us”) and the Customer.

You authorize SEP , to either change your electricity supplier to, or renew your Agreement with, Star Energy Partners and to supply your home or small business with the Service you need, subject to the eligibility requirements of your local electric utility, Commonwealth Edison Company (“Comed” or “Utility”). These terms and conditions (“T&Cs”), together with the Letter of Agency (“LOA”) and any Enrollment Documentation (defined herein), constitute the agreement (collectively, the “Agreement”) between Customer and Star Energy Partners. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement as well as in the “Definitions” section herein.

- 1. Rate.** You agree to pay SEP the price, as specified on your Uniform Disclosure Statement (the “Rate”), for combined Transmission Charges, generation, RPSs, and generation related charges (“Retail Electric Service”). Your Rate will not change during the Term. In addition to the Rate, you will pay the Subscription, a \$15 a month charge, which allows us to purchase 100% national wind renewable energy credits based upon your individualized usage.
- 2. Estimated Total Bill.** The following provides an estimated total bill cost for electricity supply at sample usage levels of 500kWh, 1,000kWh, and 1,500kWh.

500kWh	1,000kWh	1,500kWh
$[RATE*500+15]$	$[RATE*1000+15]$	$[RATE*1500+15]$

- 3. Term.** The Term of your Agreement is specified in the Uniform Disclosure Statement and will commence on the first meter read after expiration of your current Term or after the acceptance of the enrollment request by SEP (at its discretion and consistent with the terms of this Agreement), and the processing of the enrollment by your Utility (and subject to any applicable rescission period).
- 4. Prepayment Requirements.** There are no prepayment requirements.
- 5. Rescission.** If this is a new enrollment, you may rescind the Agreement within ten (10) calendar days after the electric Utility processes the enrollment request, without penalty, by contacting Star Energy Partners at 1-855-427-7827 or your Utility at 1-800-334-7661.
- 6. Service.** Star Energy Partners is an independent seller of power and energy service certified by the Illinois Commerce Commission (“ICC”) as an Alternative Retail Electric Supplier. Star Energy Partners is not representing, endorsed by, or acting on behalf of, a utility program, a consumer group or consumer group program, or governmental body or program of a governmental body. Your Utility will remain responsible for the delivery of electric power and energy to your premises and will continue to read your meter, send your bill and make repairs and charge you for its services related to delivering your commodities. Your Utility will continue to respond to any service calls and emergencies and provide other traditional utility services. If this is a new enrollment, you will receive written notification from the Utility confirming your switch of electricity suppliers.

7. **Contact Information.** The following are toll-free phone numbers to contact Us, your Utility, and the ICC’s Consumer Services Division:

SEP	Utility	ICC
1-855-427-7827	1-800-334-7661	1-800-524-0795

8. **Renewal Notice.** When the Term of this Agreement is approaching expiration, we will send you advance written notice at least 30 days, but not more than 60 days, before the expiration date via a separate corresponding mailing. The notice will explain that you will automatically be enrolled in a new fixed rate term under the same terms and conditions and will include your new Rate and Term. If you instead choose to cancel this Agreement, you understand that you are responsible for arranging for your Retail Electric Generation Service. Each new renewal period after your initial Hybrid Advantage Plan will be deemed a “Renewal Plan”.

9. **Cancellation.** You may cancel this Agreement, without penalty, for any reason at any time. We may also cancel this Agreement without penalty to you or us if such cancellation by us is due to a change in law or other act beyond our reasonable control that would cause us to no longer be able to provide Service to you so long as such cancellation notice is provided prior to cancelling the Agreement. Upon any cancellation of the Agreement, unless you have selected another electric supplier, you will return to receiving standard service offered from your Utility.

Any cancellation notice sent by you or us must specify the cancellation date. Upon any cancellation, other than as stated herein, you will remain responsible for any unpaid electric supply balance as of the cancellation date. The delivery of electricity to you cannot be cancelled or interrupted by your Utility as a result of any dispute between us and you but may be cancelled by your Utility for nonpayment of Utility charges in accordance with applicable law. Since your Utility purchases our receivables attributable to the Service provided to you hereunder, such receivables become Utility charges for purposes of cancellation of Service.

10. **Billing and Payment.** You will receive a single bill from your Utility for the Service supplied by us and the electric distribution from your Utility at the monthly interval set with your Utility. While we do not offer budget billing, if you have chosen budget billing and are receiving a single bill for both Service and the delivery of such Service from your Utility, your Utility will continue to manage your budget billing and determine your monthly payment for Service. Please contact your Utility with any questions regarding budget billing. You will be billed additional charges by your Utility, including taxes and charges to transmit and distribute the electricity to your home from your Utility, consistent with its filed tariffs. You are responsible for paying any new or increased taxes imposed on us or you regarding transmission or distribution of the electricity during the term of this Agreement. Star Energy Partners shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement. SEP will calculate your bill for the Service based on meter readings and consumption information that we receive from your Utility.

11. **Customer Information.** All authorizations provided herein will remain in effect for the duration of the Term and, if applicable, the Renewal Plan of this Agreement; however, authorization may be rescinded by you any time by contacting Star Energy Partners. You authorize Star Energy Partners to obtain your Customer Information from your Utility. This Agreement provides authorization for us to contact you about our other products and services or share information about your account with any designated partner or with any third-party vendor we use to provide services to you. Star Energy Partners reserves the right to share your Customer Information with our Agents, to the extent permitted by law.

- 12. Dispute Procedures.** Contact SEP with any questions concerning the terms of service by calling 1-855-427-7827 (toll-free), Monday – Friday 8AM - 5PM EST; by sending a letter to SEP, 3340 West Market Street, Akron, OH 44333; or by sending an email to: feedback@starenergypartners.com. SEP will refer all complaints to a representative who will attempt to reach a mutually satisfactory solution. If your complaint is not resolved after you have called SEP, you may call your Utility or you may contact the ICC using the contact information set forth in Paragraph 7 of this Agreement.
- 13. Limitation of Liability.** FOR ALL CLAIMS BY CUSTOMER AGAINST SEP, CUSTOMER’S SOLE REMEDY IS FOR THE DIFFERENCE BETWEEN THE COST OF REPLACEMENT POWER, INCLUDING ANY APPLICABLE RECS, IN EXCESS OF THE COST OF POWER SUPPLIED BY SEP UNDER THIS AGREEMENT.
- 14. Warranties.** SEP WARRANTS TITLE AND THE RIGHT TO ALL ELECTRICITY SOLD HEREUNDER. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. THIS PARAGRAPH WILL SURVIVE TERMINATION OR EXPIRATION OF THE AGREEMENT.
- 15. Force Majeure.** SEP will not be responsible for supplying Service to you in the event of circumstances beyond its control such as events of Force Majeure. Customer and SEP both agree that the following will constitute force majeure events under this Agreement and that SEP shall have the right to terminate or modify the Agreement without liability if: (1) the Electric Security Plan (ESP), Market Rate Offer (MRO) and/or Competitive Bid Process (CBP), or other generation procurement process results in a Price To Compare (PTC) that is equal to or less than the comparable annualized generation and transmission rates and riders in effect as of the effective date of this Agreement or (2) the ICC approves or implements a phase-in credit for generation and/or transmission charges of the Utility or takes any other action which affects the PTC or otherwise does not allow the Utility to reflect the full cost to procure generation and transmission in the PTC or other regulatory action. In the event that the program is terminated, you will be returned to your Utility’s standard service offer.
- 16. Miscellaneous.** This Agreement is subject to any future legislation, orders, rules, regulations, or Utility tariff or policy changes. You may not assign your interests and obligations under this Agreement without the express written consent of SEP. SEP may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof in connection with any financial agreement and may assign this Agreement to another energy supplier or other entity as authorized by the ICC. Any required notice will be considered to have been made if mailed to you at the address in SEP’s records for your account or emailed to you at the email address in SEP’s records for your account. Section headings are for descriptive purposes only and are not intended to be used to interpret the Agreement. Any reference to days or periods shall mean calendar days. You have the right to request from SEP, twice within a 12-month period, up to 24 months of payment history, without charge. SEP is prohibited from disclosing the Customer’s social security number and/or account number(s) without the customer’s consent except for SEP’s own collections and credit reporting or assigning a customer contract to another ARES provider. SEP assumes no responsibility or liability for the following items that are the responsibility of the Utility: operation and maintenance of the Utility’s electrical system, any interruption of service, termination of service, or deterioration of the Utility’s service. In the event of a power outage, you should contact your Utility. Customer is responsible for providing SEP with accurate account information. If said

information is incorrect, SEP reserves the right to reprice the applicable account(s) or terminate the Agreement. SEP reserves the right to return Customer to the Utility if Customer's rate code is changed and the account is no longer eligible for this program. Customer authorizes, but does not obligate, SEP to exercise Customer's governmental aggregation opt-out rights. If we do not enforce a claim or right, this does not amount to a waiver of our right to enforce such a claim or right. The provisions of the Agreement that are contemplated to be enforceable after the termination of the Agreement survive termination of the Agreement.

17. Definitions.

"Agents" means parties that need to know Customer Information in connection with Service and Star Energy Partners' affiliates and subcontractors.

"Agreement" means the legal agreement for Services between you and SEP and consists of these T&Cs as well as any Enrollment Documentation. Notwithstanding any language to the contrary, these T&Cs take precedence over any conflicting language in any other Agreement.

"Change in Usage" means a change, or an anticipated or planned change, in the consumption of Service that materially exceeds your historical usage.

"Customer" or **"you"** or **"your"** or **"I"** means the person subscribing to our services and with whom we have entered into the Agreement. This includes a person we reasonably believe is acting with the authority or knowledge of the person whose name is on the account based on information provided in the LOA and/or third-party verification.

"Customer Information" means account contact information, account number, meter number, billing history, payment history, historical and future electricity usage, meter readings and characteristics of your electricity service. It includes information obtained from the Utility as well as any information that you provide directly to Star Energy Partners or its Agents.

"Default" means (i) a Change in Usage event or (ii) any material breach of the requirements of, or representations made under, this Agreement.

"Distribution Service" means basic service for delivering electricity over a distribution system to a customer from the transmission system.

"Enrollment Documentation" means the welcome letter you receive after enrollment that will include these T&Cs and any application or enrollment documents, whether in paper, electronic, internet, phone or otherwise provided to Customer in order to commence Services, unless this Agreement is for a Renewal Plan.

"Fees" means the Subscription and taxes, fees, assessments, government charges and charges levied by your EDU for distribution and other services and taxes, fees and charges levied by us or any other entity authorized to levy taxes, fees or charges for or related to the Services. This may include, but shall not be limited to, EDU taxes, gross receipts taxes, and sales or use taxes imposed on SEP and/or you by federal, state, and/or local authorities that we pass through to you.

"Kilowatt-hour" or **"kWh"** means the basic unit of electric energy for which most customers are charged in cents per kWh. A kWh is the equivalent of using ten 100-watt light bulbs for one hour.

"Parties" means SEP and you.

"Rate" means the fixed amount per kWh charged to you for supply charges for the Term of this Agreement. The Rate will not change throughout the Term. The Rate does not include delivery service charges, applicable taxes, other Utility charges associated with providing your electricity service or the Subscription; therefore, the Rate is not the total monthly amount for electric service.

"RPS" means Renewable Portfolio Standard, which is a state mandated requirement to increase the production of energy from renewable energy sources, such as geothermal, wind, biomass, and solar.

"RTO" means the Regional Transmission Organization.

"Service" or **"Services"** means any electric generation service or product that SEP provides to you, including, if applicable, its purchase of RECs.

"Subscription" means the \$15 per month charge you pay for service with SEP.

“Supplier” or **“we”** or **“us”** or **“our”** means SEP.

“Utility” means your public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by the ICC. Exceptions include building or facility owners or operators that manage their internal distribution system and supply electric power and electric services to occupants of the building or facility.

“Transmission Charge” means the charge for moving high voltage electricity from a generation facility to the distribution lines of EDU.