



## OHIO RESIDENTIAL SERVICE TERMS AND CONDITIONS

These Terms & Conditions (“T&Cs”) together with the enrollment materials are your Agreement for electric generation service with Star Energy Partners LLC (“SEP”), located at 3340 West Market Street, Akron, OH 44333.

Phone: 855-427-7287 8AM – 5PM EST Monday - Friday

Website: [www.StarEnergyPartners.com](http://www.StarEnergyPartners.com)

### PLEASE READ THESE T&Cs CAREFULLY.

#### Purchase of Electric Supply Service:

SEP is certified by the Public Utilities Commission of Ohio (“PUCO”) to offer and supply electric generation services in Ohio. As a Competitive Retail Electric Service (“CRES”) provider, SEP will supply the electric generation to your local Electric Distribution Utility (“EDU”), based on your usage. Your EDU then distributes or delivers the electricity to you. SEP sets the generation prices and charges that you pay. The PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission (“FERC”) regulates transmission prices and services. SEP will deliver and sell, and you will buy your Service in accordance with the EDU’s electric delivery service program during the time this Agreement is in effect. SEP will purchase Ohio Certified or National Wind renewable energy certificates (“RECs”), as applicable, in an amount as required to satisfy its REC purchase obligation. SEP reserves the right to revoke its Services offer at any time prior to your acceptance of this Agreement.

#### Definitions:

As used in these T&Cs, the following words have the following respective meanings:

“**Agreement**” means the legal contract for Services between you and SEP, and consists of these terms and conditions as well as any related agreement referenced herein or therein. Notwithstanding any language to the contrary, these terms and conditions take precedence over any conflicting language in any other Agreement.

“**Customer**” or “**you**” or “**your**” 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.

“**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 a new 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 during the Term of this Agreement. The Rate will not change for the duration of 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 50 cents per day charge you pay for service with SEP.

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

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

**Right of Rescission – You understand that if you are a new customer to SEP, your EDU will send you a confirmation letter once you have been enrolled to receive generation service from SEP. You have a right**

**to rescind your enrollment within seven (7) calendar days following the postmark date of the confirmation letter by following the instructions contained in the letter. The Right of Rescission only applies when a customer switches to a generation supplier and not on renewal enrollments. Your EDU will not send a confirmation notice upon any renewal of this Agreement.**

## **TERMS AND CONDITIONS OF SERVICE**

1. **Eligibility.** Only residential customer accounts are eligible for this offer, except for the following: (1) any residential customer accounts participating in energy assistance or low-income rate programs that will pay a higher rate or that will be otherwise negatively affected under this Agreement; (2) any residential customer of an electric cooperative or municipally owned utility; or (3) any net metered residential customers. SEP reserves the right to refuse enrollment to any Customer with an outstanding balance.

2. **Rate.** You agree to pay SEP the Rate, as specified on your Enrollment Documentation or the Renewal Notice sent to you (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 50 cents per day charge, which allows us to purchase 100% national wind renewable energy credits based upon your individualized usage.

The Service you buy from SEP will be included in your EDU's monthly bill. The EDU will read your meter and bill for electricity and distribution services, as well as various other charges. In addition to the charges described herein, if any RTO or similar entity, EDU, governmental entity or agency, North American Electric Reliability Corporation or other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon SEP a new or additional charge or requirement, or a change in the method or procedure for determining charges or requirements, relating to your Retail Electric Service under this Agreement (any of the foregoing, a "Pass-Through Event"), which are not otherwise reimbursed to SEP, Customer agrees that SEP may pass through any additional cost of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs. If due to a change in market conditions SEP wishes to lower the price per kilowatt hour charged to the customer under an existing contract, we may do so without consent, provided there are no other changes to the T&Cs.

3. **Term.** This Agreement will become effective and your new Rate will commence with the first meter reading either after: a) acceptance of the enrollment request by SEP (at its discretion and consistent with the terms of this Agreement, specifically Paragraph 9 below), and the processing of the enrollment by your EDU, or b) expiration of your current Agreement with SEP. This Agreement is for a Term of [TERM] months (the "Term"). Your Retail Electric Service will continue until the meter read date of the final month of the Term, unless renewed in accordance with Paragraph 4.

4. **Renewal Notice and Notification of Changes.** When the Term of this Agreement is approaching expiration, we will send you advance written notice at least 45 days before the expiration date via a separate corresponding mailing. The notice will explain that you will automatically be renewed under the same or different terms and conditions. If you instead choose to cancel this Agreement you understand that you are responsible for arranging for your Retail Electric Generation Service and that there is no cancellation fee. Each new renewal period after your initial Agreement will be deemed a "Renewal Plan".

5. **Cancellation/Termination.** You may terminate this Agreement, without penalty, for any reason at any time, by providing written notice to SEP via email or U.S. mail, or by contacting us at 1-855-427-7827.

SEP may also terminate this Agreement upon 14 calendar days' written notice, without penalty to you or SEP, if such termination by SEP is due to your failure to pay or to meet any agreed-upon payment arrangements, a change in governing law or regulation or other act beyond our reasonable control that would physically prevent or legally prohibit us from continuing to serve load.

Upon any termination of the Agreement, unless you have selected another supplier, you will return to receiving standard service offered from your EDU, in which case you may not be served under the same rates, terms, and

conditions that apply to other EDU customers. You also will remain responsible for any unpaid balance as of the termination date. The delivery of electricity to you cannot be terminated or interrupted by the EDU as a result of any dispute between SEP and you but may be terminated by the EDU for nonpayment of EDU charges in accordance with applicable law. Since the EDU purchases the receivables of SEP attributable to the Services provided to you hereunder, such receivables become EDU charges for purpose of termination of Service.

6. **Billing and Payment.** You will receive a single bill for the Service supplied by SEP and the electricity delivery from the EDU at the monthly interval set with the EDU. While SEP does 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 EDU, EDU will continue to manage your budget billing and determine your monthly payment for Service. Please contact EDU with any questions regarding your budget. You will be billed additional charges by EDU, including taxes and charges to transmit and distribute the electricity to your home from the EDU, consistent with its filed tariffs. Failure to pay electric utility charges may result in you being disconnected per the electric utility tariff. 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. Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with the EDU's billing and late payment policies and procedures. In addition, you agree to pay us our costs incurred in collecting amounts owed us, including reasonable attorney fees and returned check charges. SEP reserves the right to change billing methods. SEP reserves the right to cancel this Agreement after giving you a minimum of 14 days written notice should you fail to pay your bill by the due date.

7. **Service Outage or Emergency.** FOR SERVICE PROBLEMS OR IN THE EVENT OF AN EMERGENCY, YOU SHOULD IMMEDIATELY CALL YOUR LOCAL EDU:

American Electric Power	(800) 672-2231 or TTY at (800) 617-1234;
Dayton Power & Light	(877) 468-8243 or TTY at (800) 750-0750;
FirstEnergy Corporation	(888) 544-4877;
Duke Energy	(800) 543-5599.

8. **Additional Fees.** If you are not currently an SEP customer, your current CRES provider or the EDU may charge you switching fees for exercising your choice to purchase electric generation service under this Agreement.

9. **Customer Consent and Information Release Authorization.** 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 SEP. By choosing to accept this offer from SEP, you understand and agree to these T&Cs and the Agreement with SEP. You acknowledge and authorize SEP to obtain your information from your EDU that includes, but is not limited to billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. SEP reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. SEP is prohibited from disclosing your social security number and/or account number without your consent except for collections and credit reporting. This Agreement shall be considered fully executed by SEP following acceptance of your enrollment request by SEP, the end of any applicable rescission period, and subsequent acceptance of the enrollment by your EDU.

10. **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 (note these hours may change); by sending a letter to SEP, 3340 West Market Street, Akron, OH 44333; or by sending an email to: [feedback@starenergypartners.com](mailto:feedback@starenergypartners.com). SEP will refer all complaints and inquiries to a representative who will attempt to reach a mutually satisfactory solution. If your complaint or inquiry is not resolved after you have called SEP and/or the EDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll-free) from 8AM – 5PM weekdays, or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). Residential customers may also contact the Ohio Consumers' Counsel (OCC) for assistance with complaints and utility issues at 1-877-742-5622 (toll-free) from 8AM – 5PM weekdays or at [www.pickocc.org](http://www.pickocc.org).

11. **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.

12. **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.**

13. **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, including but not limited to acts of terrorism, strikes, sabotage, acts of God, pandemics, acts of governmental authority, and events of Force Majeure occurring with respect to the Utility, PJM Interconnection LLC, or other third party systems or assets. 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 PUCO approves or implements a phase-in credit for generation and/or transmission charges of the EDU or takes any other action which affects the PTC or otherwise does not allow the EDU 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 EDU's standard service offer.

14. **Miscellaneous.** This Agreement is subject to any future legislation, orders, rules, regulations, or EDU 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 PUC. Any required notice will be considered to have been made if mailed to you at the 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, participation in programs funded by the universal service fund pursuant to Section 4928.52 of the Revised Code, or assigning a customer contract to another CRES provider. SEP's environmental disclosure statement is available for viewing on our website – <https://www.starenergypartners.com/disclosures/> . You agree that SEP will make the required quarterly updates to the statement electronically on our website. SEP will also provide the information upon request. SEP assumes no responsibility or liability for the following items that are the responsibility of the EDU: operation and maintenance of the EDU's electrical system, any interruption of service, termination of service, or deterioration of the EDU's service. In the event of a power outage, you should contact your EDU. 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 EDU 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.