



## Terms and Conditions for Illinois

You authorize Star Energy Partners LLC (“Star Energy Partners”, “we”, “our”, or “us”) to change your electricity supplier to 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 (“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 and supersedes any oral or written statements made in connection with this Agreement or the supply of your Services. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement as well as in the “Definitions” section herein.

- 1. SERVICE.** Upon successful completion and receipt of all customer enrollment requirements, Star Energy Partners will supply Service for your home or small business. 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 does not represent or act on behalf of your Utility, governmental bodies or consumer groups. We set the electric supply prices that you pay. The ICC regulates distribution prices and services. Your Utility will continue to deliver Services to your home or small business, read your meter, send your bill and make repairs and charge you for its services related to delivering your commodities. Your Utility will also respond to emergencies and provide other traditional utility services. The Federal Energy Regulatory Commission regulates transmission prices and services. If you elected Renewable Energy, as specified in the Agreement, Star Energy Partners will purchase renewable energy certificates (“RECs”), as applicable, in an amount as required to satisfy its REC purchase obligations. Switching to Star Energy Partners will not impact your Service reliability. You understand that you are not required to switch your Service to Star Energy Partners. This Agreement is subject to the eligibility requirements of your Utility and we may choose not to accept this Agreement for any reason. If you are enrolled in any Utility or government programs, enrolling with us may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with us.
- 2. PRICE.** Star Energy Partners does not charge any fee for you to switch suppliers. Each month you will pay for the Services you consume. Your bill will be calculated by multiplying your Rate by the amount of electricity you consumed in kilowatt-hours during the billing cycle, plus any applicable Fees. The following provides an estimated price per kWh based on an average of our best available rate during the month of September 2016 together with the Advantage Fee: \$0.09532 cents/kWh if you consume 500 kWhs, \$0.08011 cents/kWh if you consume 1000 kWhs, and \$0.07250 cents/kWh if you consume 1500 kWhs. Depending on your Utility’s billing practices, your Rate during the billing cycle may be applied pro rata, resulting in a blended rate of the previous month and the current month Rate. If your price is based on an estimated usage for such Service, we have the right to bill you on actual usage when such information is made available and you have the obligation to pay Star Energy Partners for such actual usage amounts.

3. **RATE.** You will be enrolled in the Hybrid Advantage Plan with Star Energy Partners for a term of 36 months (the “Term”), which includes one or more Price Segments throughout the Term. You have selected your preferred initial Rate, which is indicated in your Enrollment Documentation (“First Price Segment”). Your First Price Segment will continue for a length of 6 – 36 months, depending on the Price Segment you selected. The Rate will not change during any Price Segment, but each subsequent Price Segment may feature a different rate. In addition to the Rate, you will pay a fee of \$.50 a day during the Term, which allows us to purchase 100% national wind renewable energy credits based upon your individualized usage and to provide you the lowest available Rate for each subsequent Price Segment (“Advantage Fee”). You may contact us if you prefer to select a different Price Segment. Additionally, you have the right to cancel your Agreement with us at any time without penalty by contacting us as 1-855-427-7827.
4. **RENEWAL NOTICE.** When the Term of your Hybrid Advantage Plan 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 36 month Hybrid Advantage Plan under the same terms and conditions and will include your new low Price Segment. You may contact us if you prefer to select a different Price Segment. If you instead choose to cancel this Agreement and not to enroll in a new Hybrid Advantage Plan, 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”.
5. **RESCISSION; CANCELLATION.** You may rescind or terminate this Agreement as provided below.
  - a. **Rescission.** 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; Ameren (800) 755-5000; ComEd (800) 334-7661.
  - b. **Cancellation.** If this Agreement is not rescinded during the applicable rescission period, then your enrollment will be complete. Thereafter, 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, in which case you may not be served under the same rates, terms, and conditions that apply to other Utility customers.

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.

**6. 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 your budget. 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. You will be billed and pay Star Energy Partners for the Service based on meter readings and consumption information that we receive from your Utility.

**7. CUSTOMER INFORMATION.** All authorizations provided herein will remain in effect for the duration of the Hybrid Advantage Plan and, if applicable, the Renewal Plan of this Agreement; however, authorization may be rescinded by you any time by contacting Star Energy Partners.

- a. Price Segment Selection. You authorize Star Energy Partners to select each Price Segment subsequent to the First Price Segment, as applicable.
- b. Customer Information. 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 and rewards to you. Star Energy Partners reserves the right to share your Customer Information with our Agents, to the extent permitted by law.

**8. DISPUTE RESOLUTION AND MANDATORY AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS.** If you have billing questions or would like to make an inquiry about Star Energy Partners' terms of service, you may contact us using the contact information set forth in Section 12. In the event of a dispute or a disagreement under this Agreement, the parties will use their best efforts to resolve the dispute. If you are not fully satisfied after discussing your dispute with us, you may contact the ICC at the contact information set forth in Section 12.

Regardless of whether you choose to pursue your dispute with the ICC, your right to pursue individual arbitration with us will not be impacted under this Agreement as set forth below.

You and Star Energy Partners both agree to resolve Disputes (as defined below) only by arbitration or in small claims court (for qualifying claims), subject to specific exceptions listed herein. The parties expressly agree that they are waiving their right to sue in court and that arbitration is the parties' sole remedy to resolve disputes. There is no judge or jury in arbitration, the procedures may be different, and it is subject to very limited review by a court. An arbitrator, however, can award you the same damages and relief, and must honor the same terms in this Agreement, as a court would. If the law allows for an award

of attorneys' fees, an arbitrator can award them too. In addition, you and Star Energy Partners also both agree that:

- a. "Disputes" are any claims or controversies against each other related in any way to, or arising from our Service, this Agreement, or any related agreements, including but not limited to, billing, services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your Service with Star Energy Partners has terminated. Disputes include any claims that: (i) you bring against Star Energy Partners or any of its employees, agents, affiliates, or other representatives; (ii) you bring against a third party that are based on, relate to, or arise from Star Energy Partners' services, this Agreement or any related agreements; or (iii) that Star Energy Partners brings against you. It also includes, but is not limited to, claims related in any way to, or arising from any aspect of the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.
- b. Except as otherwise provided under Section 13(e) below, the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA") applies exclusively to this agreement to arbitrate, and this agreement to arbitrate is intended to be broadly interpreted. The arbitrator's decision and award is final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court with jurisdiction.
- c. Prior to initiating arbitration, a party must first send to the other, by certified mail, a written notice of dispute ("Dispute Notice"). The Dispute Notice to Star Energy Partners should be addressed to the Notice Address listed in Section 12. The Dispute Notice must (i) describe the nature and basis of the claim or Dispute; and (ii) set forth the specific relief sought ("Demand"). If Star Energy Partners and you do not reach an agreement to resolve the claim within thirty (30) days after the Dispute Notice is received, you or Star Energy Partners may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator.
- d. Unless the parties agree otherwise, the arbitration will be conducted by a single neutral arbitrator and will take place in the county (or parish) of the service address.
- e. The arbitration will be conducted by (i) a neutral third-party arbitrator mutually agreed upon by you and Star Energy Partners; or (ii) the American Arbitration Association (the "AAA"). The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the AAA, as modified by this Agreement. Where the terms of this agreement to arbitrate conflict with the AAA Rules, the terms of this agreement to arbitrate shall override and govern. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address for Star Energy Partners, which is listed in Section 12. The arbitrator is bound by the terms of this agreement to arbitrate. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through

a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Upon your request, and you supplying appropriate documentation, we will reimburse your administrative costs for the arbitration over and above the costs associated with filing a case in court. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. However, nothing in this paragraph will require or allow you or us to arbitrate on a class wide, representative or consolidated basis. An arbitration award and any judgment confirming it apply exclusively to the specific case. The arbitration award and judgment cannot be used for any other case except to enforce the award itself.

**You and Star Energy Partners each agree that arbitration will only be pursued on an individual basis, and will not be pursued on a class wide, representative or consolidated basis. This Agreement does not allow class, representative or collective arbitrations even if the AAA procedures or rules would. If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then this agreement to arbitrate does not apply and the dispute must be brought in court.**

- f. You and Star Energy Partners agree that notwithstanding this agreement to arbitrate, either party may bring qualifying claims in a small claims court. In addition, this arbitration provision does not prevent you from bringing your dispute to the attention of federal, state, or local government agencies (including the ICC), and if the law allows, they can seek relief against us on your behalf.
  - g. If for any reason a claim proceeds in court rather than through arbitration, you and Star Energy Partners agree that there will not be a jury trial. You and Star Energy Partners unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Agreement or the Services provided by us. In the event of litigation, this paragraph may be filed to show a written consent to a trial by the court.
9. **EMERGENCY.** In the event of an emergency such as a power failure or a downed power line, you should call your Utility: Ameren (800) 755-5000; ComEd (800) 334-7661. You can also call your local emergency personnel at 911 if the emergency warrants.
10. **LIMITATIONS OF LIABILITY AND WARRANTY.** NEITHER YOU NOR STAR ENERGY PARTNERS WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. STAR ENERGY PARTNERS DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STAR ENERGY PARTNERS WILL NOT BE LIABLE FOR BILLING OR COMMUNICATION ERRORS AFTER 90 DAYS IF YOU DO NOT CONTACT US REGARDING SUCH ERRORS WITHIN 90 DAYS AFTER THE STATEMENT SHOWING THE TRANSACTION HAS

BEEN MAILED TO YOU. IF YOU CAN SHOW A GOOD REASON (SUCH AS A LONG TRIP OR HOSPITAL STAY) KEPT YOU FROM INFORMING US, WE MAY EXTEND THE TIME PERIOD.

11. **FORCE MAJEURE.** Star Energy Partners will not be responsible for supplying Service to you in the event of circumstances beyond our control such as events of force majeure, as defined by your Utility or any transmitting or transportation entity, which includes but is not limited to acts of terrorism, sabotage or acts of God.

12. **CONTACT INFORMATION.**

Supplier

Name: Star Energy Partners LLC  
Address: 3340 West Market Street, Suite 100  
Akron, OH 44333  
Phone Number: 1-855-427-7827  
Internet Address: [www.starenergypartners.com](http://www.starenergypartners.com)

Utility

Name: Ameren Illinois  
Address: P.O. Box 88034  
Chicago, IL 60680-1034  
Phone Number: 1-800-755-5000  
Emergency Number: 1-800-755-5000  
Internet Address: [www.ameren.com/illinois](http://www.ameren.com/illinois)

Name: Commonwealth Edison (ComEd)  
Address: P.O. Box 805379  
Chicago, IL 60680-5379  
Phone Number: 1-800-334-7661  
Emergency Number: 1-800-334-7661  
Internet Address: [www.comed.com](http://www.comed.com)

Illinois Commerce Commission (ICC)

Address: 527 East Capitol Avenue  
Springfield, IL 62701  
Phone Number: (In IL) 1-800-524-0795  
(Outside IL) 1-217-782-2024  
(TTY) 1-800-858-9277  
Internet Address: [www.icc.illinois.gov](http://www.icc.illinois.gov)

13. **MISCELLANEOUS.**

- a. Agency and Point of Sale. You hereby designate Star Energy Partners as your agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by your Utility) for the delivery of electricity.
- b. Assignment. You may not assign this Agreement without prior written consent of Star Energy Partners. We reserve the right to sell, transfer, pledge or assign this Agreement and your account, and related revenues and proceeds for financial purposes or in connection with a sale. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

- c. Change in Law/Third Party Charges. This Agreement is subject to any federal, state, local, or utility changes in law, which includes changes in legislation, orders, rules, tariffs, regulations, policies, riders, fees, pricing structures, capacity charges, and changes in customer load profiles (each, a “Change in Law”). If there is a Change in Law which results in an increased cost to Star Energy Partners, we may terminate this Agreement with notice to you, or adjust your rate based upon such Change in Law. This provision applies to all rate plans, whether fixed, index or variable.
- d. Governing Law; Venue; Waiver of Jury Trial. To the maximum extent permitted by law, (i) Venue for any lawsuit brought to enforce any term or condition of this Agreement shall lie exclusively in the State of California, (ii) the Agreement shall be construed under and shall be governed by the laws of the State of California without regard to the application of its conflicts of law principles, and (iii) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL, ARBITRATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- e. Non-Waiver. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- f. Severability. If any provision of this Agreement is held unenforceable, then such provision will be automatically modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
- g. Non-Reliance. You acknowledge that (i) you are not relying on any advice, statements, recommendations or representations of Star Energy Partners, other than the written representations in this Agreement; (ii) you understand the risks of entering into this Agreement, including the risk that Star Energy Partners' prices may be higher than your Utility's rates, and you are capable and willing to assume those risks; and (iii) you have made your own decision to enter into this Agreement, after consultation with your own advisors to the extent you deem necessary.
- h. Complete Agreement. This Agreement constitutes the final and complete agreement between you and Star Energy Partners. It is the complete and exclusive expression of the terms and conditions agreed upon for the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- i. Electronic Signatures and Notices. Each party agrees that electronic signatures, whether digital or encrypted, of the parties to execute this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic

signatures. Customer agrees that Star Energy Partners may send Customer notices via electronic means if Customer provides an email address or other way of communicating electronically. You have a duty to provide a correct, working email address and update it accordingly; if you fail to do so, you could miss important notices.

- j. Customer Representation. I am at least 18 years old and fully authorized to enter into this Agreement. I am the authorized account holder or have been given proper and binding authorization to change the Services and enter into this Agreement on behalf of the account holder.
- k. Environmental Disclosure. Star Energy Partners will provide regularly updated environmental disclosures regarding the known sources of electricity and emissions. These disclosures will be available at: <https://www.starenergypartners.com/disclosures/>.

#### **14. DEFINITIONS.**

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

“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.

“Enrollment Documentation” means the welcome letter you will receive after enrollment that will include these T&Cs, your LOA and any application or enrollment documents, whether in paper, electronic, internet, phone or otherwise provided to Customer in order to commence Services.

“Fees” means the Advantage Fee and taxes, fees, assessments, government charges and charges levied by your Utility 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, Utility taxes, gross receipts taxes, and sales or use taxes imposed on Star Energy Partners and/or you by federal, state, and/or local authorities that we pass through to you.

“Hybrid Advantage Plan” means the 36-month period of time during which you have authorized us to select the lowest available Price Segment on your behalf, subject to



your right to select an alternate Price Segment or to cancel the Agreement without penalty.

“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.

“Price Segment” means a number of calendar months during which you have a low fixed Rate that we select for you and that you may change if you prefer a different Rate for a different duration. The Rate and duration of the First Price Segment are set forth in the LOA; each subsequent Price Segment during the Term, if applicable, will be communicated to you in advance.

“Rate” means the fixed amount per kWh charged to you for supply charges for each Price Segment during the Term of this Agreement. The Rate will not change for the duration of a given Price Segment. The Rate does not include delivery service charges, applicable taxes, other Utility charges associated with providing your electricity service or the Advantage Fee; therefore, the First Price Segment indicated in the LOA is not the total monthly amount for electric service.

“Renewable Energy” means resources used to generate electricity that are replaced naturally, or by mankind’s contribution (municipal solid waste incineration and landfill methane). Renewable Energy may include fuels and technologies such as solar photovoltaic energy, solar thermal energy, wind power, low head hydropower, geothermal energy, landfill and mine based methane gas, energy from waste and sustainable biomass energy.

“Service” or “Services” means all the electricity supply that Star Energy Partners must purchase for your home or small business, as you have selected to be provided to you by us in your Enrollment Documentation. Not all Services are available in all areas.

“Supplier” or “we” or “us” or “our” means Star Energy Partners.

“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.