

**IDT ENERGY, INC. - District of Columbia – Terms and Conditions - V.07012019**

District of Columbia PSC Order Number 16840 (Electric), PSC Order No. 17245 (Gas)

**1. AGREEMENT TO SELL AND PURCHASE ENERGY.** These Terms and Conditions, together with the Contract Summary, constitute your contract with IDT Energy, Inc. (“IDT Energy”) for electricity and/or natural gas supply (this “Agreement”). Under this Agreement, IDT Energy agrees to sell, and you (also referred to herein as “Customer”) agree to purchase and accept, the quantity of electricity and/or natural gas necessary to meet your requirements, as estimated by IDT Energy based upon consumption data obtained by IDT Energy or the delivery schedule of the local utility company (“Local Utility”), subject to the terms and conditions contained herein. IDT Energy is not affiliated with, and does not represent, the Local Utility.

**2. INFORMATION RELEASE AUTHORIZATION.** Customer designates IDT Energy as its agent for receiving Customer’s historic and current billing and electricity and/or natural gas usage information from the Local Utility, and for procuring and scheduling the transmission, transportation and ancillary services necessary to deliver electricity and/or natural gas purchased by Customer to the Local Utility. This information may be used by IDT Energy to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. Customer’s execution of this Agreement shall constitute authorization for the release of this information to IDT Energy. This authorization will remain in effect for the duration of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to IDT Energy or calling IDT Energy at 1-877-887-6866. IDT Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**3. PRICE.** For each monthly billing cycle, the price for the electricity and/or natural gas supplied pursuant to this Agreement will be calculated by multiplying (i) the variable rate or fixed rate for the electricity and/or natural gas, by (ii) the amount of electricity and/or natural gas consumed, as determined by the Local Utility’s actual or estimated meter reads. IDT Energy’s price for the electricity and/or natural gas does not include any tax, Local Utility distribution charge, or other Local Utility fee or charge. The prices quoted in this Agreement are for the specified commodity provided by IDT Energy, and the D.C. Public Service Commission does not regulate IDT Energy’s electricity or natural gas prices.

*Variable Rate Plan:* If your Contract Summary indicates that you have chosen a Variable Rate electric product, the rate for the electricity supplied pursuant to this Agreement may change monthly at IDT Energy’s discretion. When setting rates, IDT Energy will consider numerous factors including, but not limited to, current conditions on the PJM wholesale electricity market, the cost of obtaining electricity from all sources, capacity costs, settlement costs, costs of ancillary services, hedging costs, balancing costs, line loss costs, costs to comply with any applicable Renewable Portfolio Standards, IDT Energy’s expenses and margins, and all applicable taxes, fees, or assessments. The Variable Rate may be higher or lower than the Local Utility’s rate in any particular month or over the duration of this Agreement, and IDT Energy cannot guarantee savings as compared to the Local Utility’s rates. There is no limit on how much the IDT Energy Variable Rate may change from one billing cycle to the next.

If your Contract Summary indicates that you have chosen a Variable Rate natural gas product, the rate for the natural gas supplied pursuant to this Agreement may change monthly at IDT Energy’s discretion. When setting rates, IDT Energy will consider numerous factors including, but not limited to, current conditions on the NYMEX commodity exchange, the wholesale cost of natural gas, capacity costs, storage costs, balancing costs, cost of transportation of gas to the delivery point, IDT Energy’s expenses and margins and all applicable taxes, fees, or assessments. The Variable Rate may be higher or lower than the Local Utility’s rate in any particular month or over the duration of this Agreement, and IDT Energy cannot guarantee savings as compared to the Local Utility’s rates. There is no limit on how much the IDT Energy Variable Rate may change from one billing cycle to the next.

*SmartBudget (Fixed Rate) Plan:* If you have chosen a SmartBudget electric or natural gas product, your Contract Summary will indicate the number of initial billing cycles that constitute the “Fixed Rate Billing Cycles.” The rate for the electricity and/or natural gas supplied to you by IDT Energy during the Fixed Rate Billing Cycles will be the fixed rate set forth on your Contract Summary. After the Fixed Rate Billing Cycles have ended, the rate will be a variable rate which may change monthly at IDT Energy’s discretion based on the factors detailed above in the description of the Variable Rate Plan.

**Rebate Programs:** From time-to-time IDT Energy may offer a rebate program for new customers who enroll with IDT Energy and maintain active accounts with IDT Energy for a specified period of time. To be eligible to earn a rebate under any such rebate program, Customer will have 60 days to complete a validation process in accordance with the instructions that will be provided to Customer. Customer will also have to be an active customer of IDT Energy, in good standing, at the time the rebate is to be issued in order to qualify for the rebate. Rebate amounts appearing in IDT Energy's advertising materials or presented orally to potential customers are merely examples of rebate amounts that customers might be eligible to receive. The actual amount of any rebate will be computed by reference to Customer's actual usage over the term of this Agreement, which may vary substantially from any estimate provided. Any rebate earned by Customer will be sent to Customer at the address provided by Customer during the validation process. Rebates can be issued in a variety of forms including, but not limited to, checks, stored-value cards, or electronic gift cards. Stored-value cards and electronic gift cards will be issued by an issuing bank, pursuant to a direct relationship between Customer and the issuing bank and will be subject to the terms and conditions of a Cardholder Agreement. Stored-value cards and electronic gift cards will expire 6 months after issuance.

**Renewable/Green Energy Option:** If you have chosen the Renewable/Green Energy Supply option, IDT Energy will ensure that 100% of your electricity usage is matched with renewable energy certificates. [A renewable energy certificate is a tradable, non-tangible energy commodity that represents proof that 1 megawatt-hour (MWh) of electricity was generated from an eligible renewable energy resource and was fed into the shared system of power lines which transport energy]. IDT Energy may take up to 24 months from the end of each calendar year to address any deficiency in the renewable content of electricity sold under this Agreement during such calendar year. If you have chosen a Variable Rate electric product and the Renewable/Green Energy option, or if you chose a SmartBudget electric product with the Renewable/Green Energy option and the fixed-rate portion of your service has ended, your rate for the electricity supplied will be IDT Energy's Variable Rate plus an "adder" of up to 3 cents per kWh. If you wish to cancel the Renewable/Green Energy Option, you may call IDT Energy at 1-877-887-6866.

**Carbon Offset Gas Option:** If you have chosen a Variable Rate natural gas plan and the Carbon Offset Gas option, or if you have chosen a SmartBudget natural gas plan with the Carbon Offset Gas option and the fixed rate billing cycles have ended, your rate for the natural gas supplied will be IDT Energy's standard Variable Rate plus an "adder" of up to 20¢ per therm. If you wish to cancel the Carbon Offset Gas option, call IDT Energy at 1-877-887-6866. If you choose the Carbon Offset Gas option, IDT Energy will purchase carbon offsets and/or carbon credits to match 100% of your natural gas consumption (at a rate of 1 metric ton of offsets/credits per 188.6 therms of natural gas supplied). IDT Energy may take up to 12 months following each calendar year in which this Agreement is in effect to address any deficiency that may arise in the carbon offsets/credits purchased.

**4. BILLING AND PAYMENT.** You will receive one bill each month issued by your Local Utility. Payment terms are governed by the terms of the Local Utility's tariff and billing procedures. Your bill will be based on scheduled meter readings and/or estimates provided by Local Utility. The parties agree to accept, for purposes of accounting for electricity and/or natural gas delivered under this Agreement, the quantity, quality, and measurement determined by the Local Utility. Should the Local Utility cease billing you and/or commence billing IDT Energy for any charges relating to you, IDT Energy will bill you and you will pay for all such charges, and you will be liable for all costs, including legal fees, associated with the collection of outstanding balances. Your obligations under this Agreement will end when your account balance is paid in full.

**5. TITLE AND TAXES.** Under this Agreement, title to the electricity shall pass from IDT Energy to you prior to delivery to the Local Utility and title to gas shall pass from us to you prior to delivery to the District of Columbia. Our price does not include sales taxes that may apply, and these taxes generally will appear as a separate item on your bill. You shall reimburse IDT Energy for sales or other taxes, however designated, imposed with respect to the sale or transportation of electricity and/or natural gas unless, prior to execution of this Agreement, you have given us a valid tax exemption certificate.

**6. TERM AND TERMINATION.** This Agreement shall commence as of the date Customer's enrollment with IDT Energy is deemed effective by the Local Utility, and it shall continue until terminated by Customer or by IDT Energy. IDT Energy will provide notice 35 days prior to termination. Customer may terminate this agreement at any time by providing written notice to IDT Energy. In the event of termination, IDT Energy will notify the Local Utility and the Local Utility will complete the termination on the next available date in accordance with its rules. If this Agreement is terminated and Customer does not enroll with a new supplier, Customer will return to Local Utility default service.

**7. ASSIGNMENT.** IDT Energy may assign or transfer its rights or obligations under this Agreement and will inform you in writing of such transfer or assignment. You may not assign or transfer your rights or obligations under this Agreement.

**8. CHOICE OF LAW.** This Agreement shall be construed in accordance with and be governed by the laws of the District of Columbia without regard to the conflicts of law provisions thereof.

**9. NO WARRANTIES.** Customer acknowledges and agrees that no warranty, duty or remedy, whether expressed, implied or statutory, is given or intended to arise out of this Agreement except as otherwise expressly stated herein, and IDT ENERGY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

**10. SEVERABILITY.** Should any part of this Agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portion of this Agreement, which shall remain in full force and effect as if the part determined to be invalid had not been contained herein at the time of the execution of this Agreement. If at some future date there is a change in any law, rule, or regulation whereby IDT Energy is prevented, prohibited or frustrated from carrying out the terms of this Agreement, then, at the sole discretion of IDT Energy, this Agreement may be cancelled. If at some future date there is a change in a federal or state approved tariff affecting IDT Energy's costs to purchase electricity and/or natural gas required to provide your service, then, at the sole discretion of IDT Energy, this Agreement may be modified to reflect those costs.

**11. FORCE MAJEURE.** Except as otherwise set forth herein, Force Majeure is the only excuse for non-performance and all other excuses (at law or in equity) are waived. Except for payment obligations, a Force Majeure event will, upon notice, excuse both parties' performance during the event. "Force Majeure" means those events not reasonably anticipated on the effective date hereof and outside the control of the claiming party and include Force Majeure events associated with Local Utility or the commodity supplier or others used to deliver electricity and/or natural gas to Customer's residence.

**12. LIMITATION OF LIABILITY.** In no event shall IDT Energy or Customer be liable to the other or to any third party for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, whether or not IDT Energy or Customer has been advised of the possibility of such damages. IDT Energy's liability and Customer's exclusive remedies against IDT Energy, for any damages caused by any service outage, defect or failure shall be the termination provisions set forth above in section 6. IDT Energy's liability for other claims arising in connection with any service or this agreement, if not otherwise limited by another provision of this agreement, shall be limited to proven direct damages not to exceed per claim (or in the aggregate during any 12-month period), the total net payments made by customer for the applicable service during the 12 months preceding the month in which the damage occurred.

**13. INDEMNIFICATION.** Customer is responsible for, and will indemnify IDT Energy against, any and all liabilities resulting from Customer's failure to fully comply with this Agreement, and damage or injury caused by the electricity and/or natural gas after its delivery to the Customer's residence or place of business, as applicable.

**14. DISPUTE RESOLUTION.** Customer agrees to first contact IDT Energy in writing and attempt to resolve all billing disputes or service problems directly. All disputes regarding transmission, distribution, service outages, and charges from the Local Utility should be directed to the Local Utility. Both Customer and IDT Energy shall try in good faith to resolve any dispute. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the Public Service Commission of the District of Columbia pursuant to its Complaint Handling Procedures by calling the DCPSC at 202-626-5120 or by writing to the PSC at: Public Service Commission of the District of Columbia, Office of Consumer Services, 1325 G Street, N.W., Suite 800, Washington, D.C. 20005 or through its website at: [www.dcpsc.org](http://www.dcpsc.org). Alternatively, a Customer may also contact the Office of the People's Counsel (OPC) an independent agency of the District of Columbia Government that is the advocate for ratepayers and consumers of natural gas, electric and local telephone services in the District. OPC is located at 1133 Fifteenth St, N.W., Suite 500, Washington D.C. 20005. Its telephone and fax numbers are 202-727-3071 and 202-727-1014, respectively, and the website for the OPC is [www.opc-dc.gov](http://www.opc-dc.gov). Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

**15. MANDATORY ARBITRATION and CLASS ACTION WAIVER.** Any dispute, controversy or claim arising out of, or related to, IDT Energy’s services under this Agreement that is not resolved directly between the parties or by the PSC (collectively, the “Claims”), shall be resolved by arbitration before the American Arbitration Association (“AAA”) conducted under the AAA Commercial Rules and if customer is a residential customer the Consumer-Related Disputes Supplementary Procedures.

BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, AND THE RIGHT TO A JURY TRIAL. THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR’S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION.

THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING. FURTHER, CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE. JUDGMENT ON THE ARBITRATOR’S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**16. MODIFICATION.** IDT Energy may modify the terms of this Agreement at any time and such amended Agreement will supersede any previous agreement between Customer and IDT Energy. IDT Energy will provide Customer forty-five (45) days’ prior written notice of any such modification. After receipt of such notice, Customer may cancel the Agreement in accordance with Section 6 above.

**17. PROTECTION OF CUSTOMER RIGHTS.** IDT Energy hereby provides notice that its services are governed by the terms of this Agreement, the rules and regulations issued by the Local Utility, and the DCPSC. Your Local Utility’s transmission and distribution functions will continue to be regulated by the DCPSC. Electric and/or natural gas service may be disconnected only by the Local Utility according to the procedures in its tariff and as set forth in the DCPSC’s rules.

**18. CONTACT INFORMATION.** Any questions regarding these terms and conditions or your service with IDT Energy should be directed to us in writing at IDT Energy, Inc., 520 Broad Street, Newark, New Jersey 07102. IDT Energy may also be contacted by telephone at 1-877-887-6866, by fax at 1-716-664-2297 or by e-mail at [contactus@idtenergy.com](mailto:contactus@idtenergy.com). Customer shall be responsible for providing IDT Energy with up-to-date contact information, including telephone number and email address. Customer agrees to receive all notices, including those in this Agreement, by email.

**19. ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between the parties and any other understandings or representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.

**20. RIGHT OF RESCISSION.** A residential customer may rescind this Agreement, without penalty, within a Rescission Period of three (3) business days. The Rescission Period begins on one of the following dates: (a) when the customer signs the Agreement; (b) when a positive third-party verification or electronic recording has been made; (c) when the customer transmits the electronic acceptance of the Agreement electronically; or, (d) if the Agreement was mailed to the customer, when it was deposited in the U.S. Mail.