

IDT ENERGY, INC. - Ohio Terms and Conditions - V.05012019 - ETF

1. AGREEMENT TO SELL AND PURCHASE ENERGY. IDT Energy, Inc. ("IDT Energy") will provide competitive retail electric service and/or competitive retail natural gas service to you and 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 electric distribution utility ("EDU") or natural gas distribution utility ("NGDU"), subject to the terms and conditions contained herein (this "Agreement"). IDT Energy is not affiliated with, and does not represent, the EDU or NGDU.

2. INFORMATION RELEASE AUTHORIZATION. Customer hereby authorizes the EDU and/or NGDU to release to IDT Energy, and authorizes IDT Energy to obtain from the EDU and/or NGDU and review, detailed information regarding Customer's account including, but not limited to: account number; meter number; consumption history; billing determinants; payment history; credit information; public assistance status; and participation in utility low income discount programs. This information may be used by IDT Energy to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer's execution of this Agreement shall constitute authorization for the release of this information to IDT Energy. This authorization will remain in effect during the Initial Term of this Agreement and any renewal thereof. 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.

IDT Energy is prohibited from disclosing Customer's social security number and/or account number(s) without Customer's consent except for the following purposes: (i) IDT Energy's own credit evaluation, (ii) IDT Energy's own collections and/or credit reporting, (iii) participation in programs funded by the universal service fund, or (iv) the assignment of a Customer contract to another competitive retail provider.

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 agreed-upon variable 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 EDU/NGDU's actual or estimated meter reads.

If you have chosen a Variable Rate electric product, the rate for the electricity supplied pursuant to this Agreement will fluctuate at IDT Energy's discretion. The rate will initially be set at _____ per kWh. 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 rate may be higher or lower than the EDU's rate in any particular month. There is no cap on the rate.

If you have chosen a Variable Rate natural gas product, the rate for the natural gas supplied pursuant to this Agreement will fluctuate at IDT Energy's discretion. The rate will initially be set at _____ per Ccf. 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 rate may be higher or lower than the NGDU's rate in any particular month. There is no cap on the rate.

If you have chosen a Fixed Rate (SmartBudget) electric product, the rate for the electricity supplied pursuant to this Agreement during the Initial Term will be a Fixed rate of _____ per kWh. Upon expiration of the Initial Term, this Agreement shall automatically renew on a month-to-month basis with a Variable Rate that will fluctuate at IDT Energy's discretion as described above. Your rate for electricity, whether a variable rate or fixed rate, does not include the EDU's charges and fees.

If you have chosen a Fixed Rate (SmartBudget) natural gas product, the rate for the natural gas supplied pursuant to this Agreement during the Initial Term will be a Fixed rate of _____ per Ccf. Upon expiration of the Initial Term, this Agreement shall automatically renew on a month-to-month basis with a Variable Rate that will fluctuate at IDT Energy's discretion as described above. Your rate for natural gas, whether a variable rate or fixed rate, does not include the NGDU's charges and fees.

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) Electricity: If you have chosen a renewable (green) electricity plan, 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 following each calendar year in which this Agreement is in effect to address any deficiency in the renewable energy certificates purchased. If you have chosen a Variable Rate electric product and the renewable (green) electricity plan, or if you have chosen a Fixed Rate electric product with the renewable (green) electricity plan and the Agreement has renewed on a month-to-month Variable Rate basis, your rate for the electricity supplied will be IDT Energy's standard variable rate plus an "adder" of up to 3¢ per kWh. If you wish to switch to a standard electricity plan, please call IDT Energy at 1-877-887-6866.

Carbon Offset Gas: If you have chosen a carbon offset gas plan, 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 in the carbon offsets/credits purchased. If you have chosen a Variable Rate gas product and the carbon offset gas plan, or if you have chosen a Fixed Rate gas product with the carbon offset gas plan and the Agreement has renewed on a month-to-month Variable Rate basis, your rate for the natural gas supplied will be IDT Energy's standard variable rate plus an "adder" of up to 20¢ per Ccf. If you wish to switch to a standard natural gas plan, you may call IDT Energy at 1-877-887-6866.

4. BILLING AND PAYMENT. You will normally receive one bill each month issued by your EDU or NGDU, or by IDT Energy if directed by you or the EDU or NGDU. Unless otherwise provided herein, payment terms are governed by the terms of the EDU or NGDU's tariff if the EDU or NGDU issues the bill. IDT Energy does not offer a budget-billing option, but the EDU or NGDU may offer a budget-billing option that includes IDT Energy's portion of the bill. Failure to pay for electric or natural gas utility charges may result in Customer's service being disconnected in accordance with the EDU or NGDU's tariff. If IDT Energy issues the bill, payment of the full amount billed is due twenty-five (25) days after the date the bill is mailed. Late payments or partial payment balances will be subject to collection fees and/or reasonable attorneys' fees and court costs, as allowed by law. All accounts, which are overdue, may be referred to a collection agency consistent with Ohio law. Your bill will be based on scheduled meter readings and/or estimates provided by the EDU or NGDU. 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 EDU or NGDU. A twenty-dollar (\$20) fee will be charged for returned checks.

5. TITLE AND TAXES. Under this Agreement, title to the electricity shall pass from IDT Energy to you prior to delivery to the EDU and title to gas shall pass from IDT Energy to you outside the State of Ohio. Our price does not include any 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 or natural gas unless, prior to execution of this Agreement, you have given us a valid tax exemption certificate(s).

6. TERM; RENEWALS; TERMINATION; EARLY TERMINATION FEES. For the Variable Rate product, this Agreement shall commence as of the date Customer's enrollment with IDT Energy is deemed effective by the EDU or NGDU, which shall be in approximately 15-45 days, depending on your next meter reading, and it shall continue on a month-to-month basis with a variable rate until either Customer or IDT Energy cancels or terminates it by providing 30 days' notice of termination to the other party. In the event such notice is given, the EDU or NGDU will complete the termination on the next available date in accordance with its rules. There is no early termination fee for termination of a Variable Rate Agreement.

For the Fixed Rate (SmartBudget) product, this Agreement shall commence as of the date Customer's enrollment with IDT Energy is deemed effective by the EDU or NGDU, which shall be in approximately 15-45 days, depending on your next meter reading, and shall continue for [redacted] monthly billing cycles thereafter ("Initial Term"). Upon expiration of the Initial Term, **THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS, WITH A VARIABLE RATE THAT WILL FLUCTUATE AS DESCRIBED IN SECTION "3" ABOVE, WITHOUT THE NEED FOR CUSTOMER'S AFFIRMATIVE CONSENT.**

Except as otherwise set forth in this Agreement, if Customer terminates this Agreement during the Initial Term, or if IDT Energy terminates this Agreement due to Customer's breach, Customer shall pay IDT Energy, in addition to any other applicable charges, an early termination fee equal to: \$10.00 for each monthly billing cycle, or portion thereof, remaining in the Initial Term. The parties acknowledge and agree that the actual damages that IDT Energy will suffer as a result of Customer's early termination or breach are difficult to assess, the early termination fee described herein is a reasonable estimate of such damages, and such early termination fee constitutes liquidated damages rather than a penalty.

IDT Energy may terminate this Agreement with at least fourteen (14) calendar days' written notice should Customer fail to pay a bill or fail to meet any agreed-upon payment arrangements. This Agreement will automatically terminate, with respect to the effected account(s), if (i) the requested service location is not serviced by the EDU or NGDU, or (ii) IDT Energy returns Customer's account(s) to the EDU or NGDU's applicable tariff service (provided that IDT Energy is permitted to return the account(s) under the terms of this Agreement). If Customer chooses to switch back to the EDU or NGDU, Customer may or may not be served under the same rates, terms and conditions that apply to other customers served by the EDU or NGDU. If, due to a change in market conditions, IDT Energy wishes to lower a natural gas customer's price per Ccf under this Agreement, it may do so without Customer's consent provided there are no other changes to the terms and conditions of this Agreement.

7. ASSIGNMENT. IDT Energy may assign or transfer its rights or obligations under this Agreement after first informing 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 State of Ohio 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 portions 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.

11. FORCE MAJEURE. IDT Energy will make commercially reasonable efforts to provide electricity and/or natural gas hereunder but does not guarantee a continuous supply of electricity and/or natural gas to Customer. Certain causes and events out of the control of IDT Energy ("Force Majeure Events") may result in interruptions in service. IDT Energy will not be liable for any interruptions caused by a Force Majeure Event, and IDT Energy is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the EDU or NGDU (including, but not limited to, a facility outage on its electric facilities), or any other cause beyond IDT Energy's control.

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 may contact IDT Energy directly to resolve a billing dispute or service problem. Customer and IDT Energy shall try in good faith to resolve any such dispute or problem. All disputes regarding transmission, distribution, power outages, and bills from the EDU or NGDU should be directed to the EDU or NGDU. If your complaint is not resolved after you have contacted IDT Energy and/or your EDU or NGDU, 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 8:00 am to 5:00 pm weekdays or at <http://www.puco.ohio.gov>. Hearing or speech impaired customer may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customer in matters before the PUCO. The OCC can be contacted at 1.877.742.5622 (toll-free) from 8:00 am to 5:00 pm weekdays, or at <http://pickocc.org>.

15. MODIFICATION. IDT Energy may supplement, modify, or amend the non-material terms of this Agreement upon at least 30 days' prior written notice to Customer. Such amended Agreement will supersede any previous agreement between Customer and IDT Energy.

16. 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 EDU and/or NGDU and the PUCO. Your EDU and/or NGDU's transmission and distribution functions will continue to be regulated by the PUCO. Electric service may be disconnected only by the EDU and only in compliance with rules set by the PUCO. Natural Gas service may be disconnected only by the NGDU and only in compliance with rules set by the PUCO.

17. 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, NJ 07102. IDT Energy may also be contacted by telephone (toll-free) at 1-877-887-6866 between the hours of 9:00 am and 5:00 pm Eastern time, or by e-mail at 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 referenced in this Agreement, by email.

18. RIGHT OF RESCISSION. You will be receiving a confirmation notice from your EDU and/or NGDU confirming the transfer of your service to IDT Energy. For electric service, you may rescind this Agreement, without penalty, within seven calendar days of the postmark date on the EDU's confirmation notice, by contacting the EDU. For natural gas service, you may rescind this Agreement, without penalty, within seven business days of the postmark date on the NGDU's confirmation notice, by contacting the NGDU. You may also rescind by calling IDT Energy at 1-877-887-6866 or by writing to IDT Energy at 520 Broad Street, Newark, NJ 07102 and stating that you wish to rescind under the seven-day Right of Rescission.

19. RELOCATION. If an electric customer relocates outside of IDT Energy's service area, or outside the EDU's service area, or into an area where IDT Energy charges a different price, he/she may terminate this Agreement with respect to the electric account(s), without penalty, upon 30 days' written notice to IDT Energy at 520 Broad Street, Newark, NJ 07102. If a natural gas customer relocates outside of IDT Energy's service area, or outside the NGDU's service area, this Agreement will automatically terminate with respect to the gas account(s).

20. CHANGE IN LAW. If at some future date there is a change in any law, order, rule, regulation, or state-approved tariff whereby IDT Energy is prevented or prohibited from carrying out the terms of this Agreement, then this Agreement may be terminated by either party without penalty. If at some future date there is a change in any law, order, rule, regulation or state-approved tariff affecting IDT Energy's costs to purchase electricity and/or natural gas required to provide service, then, IDT Energy may revise this Agreement by proposing new terms to Customer. If Customer affirmatively consents to the new terms, this Agreement will remain in place subject to the new terms. If Customer does not consent to the new terms, either party may terminate this Agreement without penalty.

21. ENTIRE AGREEMENT. This Agreement, together with any enrollment forms and attachments and any third-party verification audio recording, 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.

22. SWITCHING FEES. The EDU and/or the NGDU may charge switching fees to Customer.

23. CUSTOMER PAYMENT HISTORY. Customer has the right to request from the CRES/CRNG provider, twice within a twelve-month period, up to twenty-four months of Customer's payment history without charge.

24. ENVIRONMENTAL DISCLOSURE. Information regarding the approximate generation resource mix and environmental characteristics of IDT Energy's power supplies can be found at www.idtenergy.com.