

State of Illinois
IDT ENERGY, Inc. - Terms and Conditions-V. 7

1. SCOPE. These terms and conditions apply to the purchase by you (also referred to here as “Customer”) and sale by IDT Energy, Inc. (“IDT”) of electricity as specified herein. The IDT sales agreement consists of the Terms and Conditions of Service and the Uniform Disclosure Statement. IDT is an independent seller of power and energy service certified by the Illinois Commerce Commission, any IDT agent is not representing or acting on behalf of an electric utility, governmental bodies or consumer groups. Your electric utility remains responsible for the delivery of power and energy to the customer’s premises and will continue to respond to any service calls and emergencies. Switching to IDT will not impact the customer’s electric service reliability. You will receive written notification from the electric utility confirming your switch to IDT Energy.

2. INFORMATION RELEASE AUTHORIZATION. Customer designates IDT as its agent for receiving customer billing information from the Electric Utility, and for procuring and scheduling the transmission and ancillary services necessary to deliver electricity purchased by you to the Electric Utility system. This information may be used by IDT 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. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to IDT or calling IDT at 1-877-887-6866. IDT reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

3. RATES. Variable Price: The variable price for all electricity sold under this Agreement shall be established on approximately a monthly basis based upon electricity market pricing, transportation or transmission, and other market and business price related factors. Notwithstanding any other provision in this Agreement, IDT may change the Variable Price without additional notice and such price may be higher or lower than the Electric Utility’s price in any particular month. There is no ceiling price. **Rebates and Special Promotions:** From time to time IDT Energy may offer a Rebate Program. If a Customer participates in IDT Energy’s Rebate Program, the Customer must remain in the program for the entire agreed upon term in order to qualify for the rebate. If a Customer cancels at any time prior to the agreed upon term, the Customer shall forfeit all rights and claims to any and all rebate offers. All rebate amounts advertised and presented to customers are estimates based upon customer’s prior electric usage. Actual rebate amounts will be based on customer’s actual usage over the term of this agreement, which may vary from any estimate provided. From time to time IDT may offer eligible new customers an Introductory Price, which will be in effect for the introductory price term, after which the price shall revert to the variable price. IDT will send any rebate or promotion payment to the customer address given to IDT at the time of enrollment. It is the responsibility of the Customer to notify IDT of any changes to the Customer’s billing address either by writing to IDT at: 520 Broad Street, Newark NJ 07102 or by calling IDT customer service at 1.877.887.6866. IDT will send all rebates and promotional payments and notices via first class mail and is not responsible for invalid addresses or undelivered items. **Green Supply Option:** If a customer chooses a green supply option, IDT will ensure that 100% of the Customer’s electricity usage is supplied with renewable energy certificates or renewable energy attributes. IDT may take up to 24 months after the end of each calendar year under which this Agreement is in effect to address any deficiency that may arise in the green renewable content of electricity sold under this Agreement in the previous calendar year. The price for green energy will be comprised of the IDT variable price plus an amount that represents the cost for green energy incurred by IDT not to exceed three (3) cents per kwh. Customer can cancel the green option of this Agreement with at least fifteen (15) calendar days’ notice of its intent to cancel by calling IDT Energy at 1-877-887-6866. The requested drop of the green supply option will occur on the next available date according to the Electric Utility’s switching/change request rules.

4. BILLING AND PAYMENT. You will normally receive one bill each month issued by the Electric Utility, or by IDT if directed by you or the Electric Utility. Unless otherwise provided herein, payment terms are governed by the terms of the Electric Utility’s tariff if the Electric Utility issues the bill. If IDT 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 the laws of the State of Illinois. Your bill will be based on scheduled meter readings and/or estimates provided by the Electric Utility. The parties agree to accept, for purposes of accounting for electricity delivered under this Agreement, the quantity, quality, and measurement determined by the Electric Utility. A twenty-dollar (\$20) fee will be charged for all returned checks.

5. TITLE AND TAXES. Under this Agreement, title to the electricity shall pass from IDT to you prior to delivery to the Electric Utility. 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 for sales or other taxes, however designated, imposed with respect to the sale or transportation of electricity unless, prior to execution of this Agreement, you have given us a valid tax exemption certificate(s).

6. TERM; TERMINATION; EARLY TERMINATION FEES AND RESCISSION RIGHTS. Customers may rescind this agreement prior to IDT submitting the enrollment request by contacting IDT at 1.877.887.6866. Customer may rescind this agreement and the pending enrollment, within 10 days after the electric utility processes the enrollment request. A residential customer may cancel this Agreement at any time by calling IDT at 1.877.887.6866 or the electric utility at 1.800.334.7661. The Electric Utility will complete the switch and any subsequent termination on the next available date in accordance with its rules. There are no termination fees for variable price agreements.

7. RENEWAL: If enrolled in the IDT Energy Smart Budget, upon completion of the Initial Term, this Agreement will automatically renew for an additional term of 12 months, unless you notify the Company that you reject the terms and conditions of the automatic renewal. The Company will send you a notice of contract renewal at least 30 days but no more than 60 days prior to the end of the Initial Term of this Agreement. This notice will state the fixed rate and any changes in terms and conditions of service that will be in effect for the additional term of 12 months.

If upon receipt of the renewal notice, you do not want to continue to receive service from the Company under the renewal terms, you must provide notice to the Company before the end of the Initial Term of this Agreement by contacting IDT Energy at 1-877-887-6866.

8. ASSIGNMENT. IDT 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.

9. CHOICE OF LAW. This Agreement shall be construed in accordance with and be governed by the laws of the State of Illinois without regard to the conflicts of law provisions thereof.

10. 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 specifically disclaims all other warranties, expressed or implied including any warranty of merchantability or fitness for a particular purpose or use.

11. 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 is prevented, prohibited or frustrated from carrying out the terms of the Agreement, then, at the sole discretion of IDT, this Agreement may be cancelled. If, at some future date,

there is a change in a federal or state approved tariff affecting IDT's costs to purchase electricity required to provide your service, then, at the sole discretion of IDT, this Agreement may be modified to reflect those costs.

12. FORCE MAJEURE. "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 the Electric Utility or the commodity supplier or others used to deliver electricity to Customer's residence. 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.

13. LIMITATION OF LIABILITY. In no event shall IDT 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 or customer has been advised of the possibility of such damages. IDT's liability and customer's exclusive remedies against IDT, for any damages caused by any service outage, defect or failure shall be the termination provisions set forth above in section 6. IDT'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 month's preceding the month in which the damage occurred.

14. INDEMNIFICATION. Customer is responsible for and will indemnify IDT against any and all liabilities resulting from Customer's failure to fully comply with this Agreement, and damage or injury caused by the electricity after its delivery to the Customer's residence.

15. DISPUTE RESOLUTION. Customer agrees first to contact IDT in writing and attempt to resolve all billing disputes or service problems directly. All disputes regarding transmission, distribution, power outages, and bills from the Electric Utility should be directed to the Electric Utility. Both Customer and IDT 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 Illinois Commerce Commission (ICC) pursuant to its Complaint Handling Procedures ("Procedures") by calling the ICC at 1.800.524.0795 or by writing to the ICC at: Illinois Commerce Commission, 527 E. Capitol Ave, Springfield Illinois, 62701 or through its website at: www.icc.illinois.gov. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

16. MODIFICATION. Subject to Section 3 herein, IDT 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 will provide Customer thirty (30) days prior written notice of any such modification. After receipt of such notice, Customer may cancel the Agreement by providing written notice to IDT Energy before the commencement of the next billing cycle.

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 Electric Utility, and the ICC. Your Electric Utility's transmission and distribution functions will continue to be regulated by the ICC. Electric service may be disconnected only by the Electric Utility and only in compliance with rules set by the ICC. In the event of failure to pay IDT for electricity provided to you, IDT may terminate the business relationship between us and service may be disconnected by the Electric Utility. The ICC may be contacted at 1.800.524.0795; <http://www.icc.illinois.gov> (internet address); or at 527 E Capitol Ave, Springfield, Illinois, 62701.

18. IDT ENERGY CONTACT INFORMATION. Any questions regarding these terms and conditions or your service with IDT should be directed to us in writing at IDT Energy, Inc., 520 Broad Street, Newark, New Jersey 07102. IDT may also be contacted by telephone at 1-877-887-6866, by fax at 1-716-664-2297 or by e-mail at catchall@idtenergy.com.