

## **Eligo Energy OH, LLC Terms of Service**

### **Ohio - Residential Customer**

This agreement ("Agreement") authorizes Eligo Energy OH, LLC ("Supplier"), located at 201 West Lake Street, Suite 151, Chicago, IL 60606-1803, to change my ("Customer") electric supplier in the territory of Duke Energy Ohio, Inc ("Duke Energy" or "Utility").

**Service:** Customer will begin receiving electricity at the time of the first scheduled meter reading by the Utility after the date on which Customer is eligible to switch suppliers. Supply of energy to Customer shall continue pursuant to this Agreement. By executing or approving this Agreement, under the terms of Ohio's Rules for Competitive Retail Electric Service (CRES), Customer agrees to initiate service and begin enrollment.

**Price:** For fixed price products during the Initial Term, Customer shall pay the fixed generation rate and a monthly charge (if any) as provided in the Agreement Summary after enrollment at the next applicable billing period. Following the Initial Term as provided in the Agreement Summary, the generation rate will be based on 100% renewable energy (through use of Renewable Energy Certificates) and will continue as a monthly variable rate that may be periodically adjusted to market conditions, plus a monthly charge (if applicable). Customer may compare price terms by looking at the rates posted on Supplier's website (<http://www.eligoenergy.com>) and on Customer's monthly bill. In addition, Customer shall pay and be responsible for all other amounts, such as service and delivery charges, from the Utility, including any applicable taxes. Customer also understands that the Utility may charge a switching fee when enrolling with Supplier. Customer is responsible for cancelling any existing supplier agreement.

**Right of Rescission:** Customer may rescind the Agreement by contacting the Supplier or the Utility and communicate his/her intent to rescind the Contract: (1) before the Supplier submits the enrollment request to the electric utility; (2) for written or Internet contracts, within 7 calendar days of signing the Agreement or transmitting the electronic acceptance of the Agreement via the Internet; and (3) for telephonic enrollments, within 7 calendar days following the postmark date on the Utility's confirmation notice. Customer may rescind the authorization for release of information at any time.

**Term:** Service with Supplier will commence on the next applicable billing cycle, after enrollment, and will continue monthly until the cancellation of this Agreement by either Supplier or the Customer or automatically renew with notice to Customer.

**Cancellation:** Customer may cancel this Agreement, for any reason, at any time, as provided in the Agreement Summary. The cancellation becomes effective when Customer's new supplier or the Utility completes the change. Cancellation will not relieve Customer of any payment obligations for electricity provided to Customer by Supplier before cancellation. Customer may make such a cancellation by contacting Supplier or the Utility (orally, electronically or in writing). Customer may not be served under the same rates, terms, and conditions that apply to others when switching back to the Utility. Supplier may revert Customer to Utility for non-payment at the time of the next meter reading with at least 15 days written notice and an opportunity to cure. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or, if access is unavailable, an estimate of consumption will be used in the final bill, which will be reconciled subsequent to the final meter reading.

**Billing:** Supplier will serve only the supply portion of Customer's electricity bill. All other services currently supplied by the Utility will continue to be supplied by the Utility. Customer will continue to receive one monthly electric bill processed and provided by the Utility in accordance with its billing practices. If the Customer fails to pay their Utility charges, it may result in the Customer being disconnected in accordance with the Utility tariff. In the event of Customer bankruptcy, late payment, or nonpayment, Supplier has the right to cancel this Agreement.

**Collection of Past Due Charges:** Utility will remain responsible for collecting late payments. The utility will charge 1.50% of the unpaid balance as a Late Payment Fee. This fee is in addition to the unpaid balance.

**Environmental Disclosure Information:** Information regarding the approximate generation resource mix and environmental characteristics of the power supply are available at: [https://www.eligoenergy.com/signup/d/duke\\_oh/oh-environmental-disclosure](https://www.eligoenergy.com/signup/d/duke_oh/oh-environmental-disclosure).

**Confidentiality:** Supplier will not disclose Customer's social security number and/or account number(s) without the Customer's consent except for the Supplier's own collections and credit reporting efforts, participation in programs funded by the Universal Service Fund, or assigning Customer's Agreement to another supplier.

**Contact Information:** In the event of an emergency such as a power failure, downed power line, or other life-threatening emergency, Customer should contact the Utility at 1-800-543-5599 (toll free) or Emergency Services at 911. For other service matters Customer can call Utility at 1-800-543-5599 (toll-free). For all other inquiries, the Customer may contact Supplier at 1-888-744-8125 from 7 a.m. to 6 p.m. Central Time weekdays. Customer shall contact Supplier with any change in Customer's email address and/or withdrawal of consent for electronic retention of Customer information. If Customer's complaint is not resolved after they have called Supplier and/or Utility, or for general Utility information, Customer may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 from 8 a.m. ET to 5 p.m. ET weekdays or at <http://www.puco.ohio.gov>.

**Dispute Resolution:** In the event of a billing dispute or a disagreement involving Supplier's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Supplier by telephone or in writing as provided above. The dispute or complaint relating to Customer may be submitted by either party at any time to the Public Utilities Commission of Ohio ("PUCO") pursuant to its Complaint Handling Procedures ("Procedures") by calling the PUCO at 1-800-686-7826 or by writing to the PUCO at: Public Utilities Commission of Ohio, 180 East Broad Street, Columbus, Ohio 43215, or through its website at: <http://www.puco.ohio.gov>. During the pendency of any dispute, Customer must pay the bill in full minus the specific disputed amount. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms herein shall lie exclusively in the Ohio. This Agreement shall be construed under and shall be governed by the laws of the Ohio without regard to application of its conflicts of laws and principles.

**Customer Relocation:** If Customer moves to a new address within Supplier's current service territory, Customer should contact Supplier in order to re-enroll at the new location.

**Changes to Agreement:** This is an Agreement for residential service. In the event that Customer's account under this Agreement is not a residential account and for other reasons provided herein, Supplier may modify this Agreement at any time from residential to commercial terms. Supplier may modify this Agreement, or change these terms in connection with any renewal of this Agreement, or if there are adverse changes in the laws, rules or market conditions affecting Supplier's ability to perform hereunder, by providing thirty (30) to sixty (60) days prior written notice.

**Assignment:** Customer may not assign this Agreement without Supplier's written consent. Customer hereby acknowledges and consents to Supplier's pledge and contingent assignment or subrogation of any and all rights and obligations hereunder. This Agreement is binding upon Customer and Supplier, and each party's heirs, successors and permitted assigns. Any required notice of assignment will be considered complete when it is mailed to the Customer's address on file with the Supplier. There are no third-party beneficiaries to this Agreement.

**Limitations of Liability:** Neither the Customer nor the Supplier shall assume liability or responsibility for any special, indirect, consequential or punitive damages for items associated with the failure of Utility to perform its duties, including but not limited to operations and maintenance of their system or interruptions of service, termination of service, or from damages arising from structural damage as a result of negligence.