

### Terms and Conditions for Commonwealth Edison ("ComEd")

These terms and conditions ("T&Cs"), together with the Letter of Agency ("LOA"), constitutes the agreement (collectively, the "Agreement") between Customer and Star Energy Partners LLC ("Star Energy Partners", "we", or "us")

## 1. Background

- Star Energy Partners is an independent seller of power and energy service certified by the Illinois Commerce Commission as an Alternative Retail Electric Supplier. Star Energy Partners does not represent or act on behalf of your utility, Commonwealth Edison Company ("ComEd"), governmental bodies or consumer groups.
- We set the electric supply prices that you pay. The Illinois Commerce Commission regulates distribution prices and 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 obligation.
- You will receive a single bill from ComEd that will contain both ComEd's and Star Energy Partners' charges.
- Right of Rescission You may rescind the Agreement within 10 calendar days after the electric utility processes the enrollment request, without penalty, by contacting either Star Energy Partners at 1-855-427-7827 or ComEd at 1-800-334-7661.
- You may cancel the Agreement up to 10 business days after receipt of your first bill, without incurring an Early Cancellation Fee, by contacting us at 1-855-427-7827 or ComEd at 1-800-334-7661.

#### 2. Definitions

- "Agreement" The Letter of Agency ("LOA"), Disclosure Statement, andy/or any other form of LOA via third party-verification, shall collectively serve as the legal contract for electric supply services between Customer and Star Energy Partners, and consists of the terms and conditions as well as any related agreement herein or therein. Notwithstanding any language to the contrary, the terms and conditions take precedence over any conflicting language in any other agreement.
- "ComEd" Is 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.

- "Customer" or "you" or "your" 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.
- "Fixed Rate" This is the fixed amount charged to you for supply charges for the term of the Agreement. The Fixed Rate does not include delivery service charges, applicable taxes or other ComEd charges associated with providing your electricity service; therefore, the fixed monthly charge indicated in the LOA is not the total monthly amount for electric service.
- "Kilowatt-hour" or "kWh" The basic unit of electric energy for which most customers are charged in cents per kWh. A kWh is the equivalent of using ten 100watt light bulbs for one hour.
- "Parties" Star Energy Partners and you.
- "Renewable Energy" 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" is the electric supply or electric generation service provided by us to you under the Agreement.
- "Supplier" or "we" or "us" Star Energy Partners.

## 3. Penalties, Fees and Exceptions

Cancellation/Early Cancellation Fees. You may rescind the Agreement within 10 calendar days after the electric utility processes the enrollment request, without penalty, by contacting either Star Energy Partners at 1-855-427-7827 or ComEd at 1-800-334-7661. If this Agreement is not rescinded during any applicable rescission period, then your enrollment will be complete. Thereafter, you may cancel this Agreement, without penalty, up to 10 business days after receipt of your first bill or if you move from the address detailed in this Agreement. If you cancel this Agreement for any other reason prior to the end of the term as identified in your LOA, you may be subject to the following Early Cancellation Fee ("ECF"): Residential Customers will be charged an ECF of \$50 and Small Commercial Customers will be charged an ECF of \$150. If you receive service on a month-to-month basis, you will not be charged an ECF.

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 ComEd, in which case you may not be served under the same rates, terms, and conditions that apply to other ComEd 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, plus any applicable ECF. The delivery of electricity to you cannot be cancelled or interrupted by ComEd as a result of any dispute between us and you, but may be cancelled by ComEd for nonpayment of ComEd's charges in accordance with applicable law. Since ComEd purchases our receivables attributable to

the Services provided to you hereunder, such receivables become ComEd charges for purpose of cancellation of Service.

- **4. Billing and Payment.** You will receive a single bill for the Service supplied by us and the electric distribution from ComEd at the monthly interval set with ComEd. 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 ComEd, ComEd will continue to manage your budget billing and determine your monthly payment for Service. Please contact ComEd with any questions regarding your budget. You will be billed additional charges, including taxes and charges to transmit and distribute the electricity to your home from ComEd, 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.
- **5. Agreement Expiration/Change in Terms.** If you have a fixed term ("Term") agreement with us that is longer than 6 months and is approaching the expiration date, 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 your end of Agreement options, and if you choose to do nothing, then this Agreement will automatically renew under the terms and conditions, including rate, contract, and early cancellation fee, if any, as spelled out in the most recent advance written notice provided by Supplier. You are responsible for arranging your Retail Electric Generation Service upon the cancellation of this Agreement.
- **6. Dispute Procedures.** Contact us with any questions concerning our terms of service at the contact information below. If you are still not satisfied after discussing the terms within this Disclosure Statement, you may call the ICC at the contact information below.

#### 7. Contact Information

Supplier

Name: Star Energy Partners LLC Address: 3340 W. Market Street, 1<sup>st</sup> Fl.

Akron. OH 44333

Phone Number: 1-855-427-7827

Internet Address: www.starenergypartners.com

Utility

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

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: <u>www.icc.illinois.gov</u>

# **Fixed Term**

Electric Generation Supplier Information  Price Structure	Star Energy Partners 3340 W. Market Street, 1st Floor Akron, OH 44333 1-855-427-7827 www.starenergypartners.com Fixed Pricing as identified in your Letter of Agency or Welcome Letter.
	The price is for electric supply charges only and does not include taxes and delivery service charges; therefore, the fixed monthly charge is not the total monthly amount for electric service.
Savings	The supply price may not always provide savings to the customer.
Term	The length of your term is identified in your Letter of Agency or Welcome Letter and begins on the date your Service is switched to Star Energy Partners by ComEd.
Cancellation/Early Cancellation Fees	Residential Customers: \$50 Small Commercial Customers: \$150
Renewal Terms	We will send you an advance written notice at least 30 days, but no more than 60 days, before the before the expiration date. If we propose to change our terms of service, we will send you advance written notice at least 30 days, but no more than 60 days, before the effective date of the change. If we are billing you directly for our services, then we will provide the notice as a bill message, a bill insert, or in a separate corresponding mailing. If the Utility is billing our charges for us, then we will provide the notice in a separate corresponding mailing. We will explain your options to you in the advance notification.  If you do nothing, this Agreement will automatically renew under the terms and conditions, including rate, contract length, and early cancellation fee, if any, as spelled out in the most recent advance written notice provided by us.  You are responsible for arranging your Service upon the cancellation of this Agreement.
Electric Distribution Company Information	Commonwealth Edison (ComEd) P.O. Box 805379 Chicago, IL 60680-5379 1-800-334-7661 www.comed.com