Verde Energy USA Massachusetts, LLC

Massachusetts Residential and Small Commercial
Disclosure Statement and Terms of Service

Verde Energy USA Massachusetts, LLC, Massachusetts License Number 12-489(1) ("Verde"), with a business address of 12140 Wickchester Ln., Suite 100, Houston TX 77079, will supply you ("Customer") with electricity in the service territory of your local distribution company ("Utility"), subject to these Terms of Service ("Agreement"), which includes an agreement to ARBITRATION for any and all disputes between Customer and Verde. This is an agreement for electric generation service between Verde Energy USA Massachusetts, LLC, ("Verde Energy" "Verde" or "we") and you, for the service address or addresses set forth in your Welcome Letter or Electric Service Agreement. Together, this Disclosure Statement, including the terms of service set forth herein, and your Welcome Letter or Electric Service Agreement collectively describe your agreement with respect to your purchase of electric generation service from Verde Energy (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Verde Energy is licensed by the Massachusetts Department of Public Utilities to offer and supply electric generation services in Massachusetts. We set the generation prices and charges that you pay. Your Electric Distribution Company will deliver the electric generation to you. The Department of Public Utilities regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions:

- Electric Distribution Company (EDC) – The public utility providing facilities for the distribution of electricity to retail customers.
- Generation Charge – Charge for production of electricity.
- Department of Public Utilities (DPU) – the Massachusetts Department of Public Utilities.
- Transmission Charge – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

1. **Price:** Verde will supply electricity to Customer at a 100% renewable fixed generation rate of 10.89¢ per kWh for 12 Months. After the 12 Months, the 100% renewable generation rate will become a 100% renewable variable rate that may fluctuate monthly with market conditions. Verde will purchase and retire renewable energy certificates ("RECs") or attributes to ensure that an amount equal to 100% of Customer's electricity usage is generated by renewable wind power sources. The amount charged will be calculated by multiplying the then-current price of electricity per kilowatt hour (kWh) by the amount of electricity used in the billing cycle. In addition, Customer shall pay and be responsible for distribution and transmission charges including applicable taxes and any other charges. No deposit is required by Verde for service.

2. **Term:** Verde is authorized to switch Customer's utility supplier for the generation service charge. This Agreement will start when the Utility switches Customer's account to Verde. Customer will be responsible for the termination of any existing supplier agreement. Customer will receive a fixed rate for 12 Months. This Agreement will continue on a month-to-month basis thereafter until terminated by either Customer or Verde in accordance with this Agreement. Verde makes no representations beyond the expiration date of its contracted price as compared to the standard offer generation service.

3. **Right of Rescission & Termination:** Verde will not initiate service to Customer prior to midnight on the third day following Customer's receipt of this Agreement, during which period Customer shall have the right to rescind, without charge or penalty, his or her affirmative choice

of Verde. Either Verde or Customer may terminate this Agreement at any time, for any reason and without an early termination fee. The termination will become effective when the Utility switches Customer's account from Verde to the new supplier selected by Customer, to the Utility or to such other default provider established for Customer's account. Termination will not relieve Customer of any payment obligations for electricity provided to Customer by Verde prior to termination.

4. **Billing:** Customer will continue to receive one monthly electric bill from the Utility. Payment is due to the Utility in accordance with its standard billing practices by the date specified on Customer's bill. Verde will not contact a credit agency, and will not extend credit to Customer. In the event of a late payment or nonpayment, Verde has the right to terminate this Agreement. Verde will only charge Customer for generation service. All other fees and charges reflected on Customer's bills will be from the Utility. Customer's usage may be estimated by the Utility; however, an actual reading is required at least every other billing cycle and the procedure for estimated readings must be approved by the Massachusetts Department of Public Utilities. The bill will clearly indicate if it is an estimated reading by use of the word "ESTIMATE" in close proximity to the estimated amount. Customer may be subject to existing Utility fees, such as interest charges for unpaid balances, bad check charges and restoration charges, pursuant to the Utility's Terms and Conditions. In addition, if Customer received generation service from Utility at a fixed rate and is switching its account to Verde before the end of the six-month period that the Customer's fixed rate is in effect, Utility may review Customer's bills from the six-month period and adjust them based on the variable rate, which may result in a debit or a credit.

5. **Emergency:** In the event of an emergency, such as a power failure or a downed power line, Customer should contact:
   - Boston Edison Company: 1-800-592-2000
   - Massachusetts Electric Company: 1-800-322-3223
   - Western Massachusetts Electric Company 413-781-4300 (within the Springfield area)
     1-877-659-6326 (outside the Springfield area)

6. **Customer Relocation:** If Customer moves to a new address within Verde's service territory, Customer should contact Verde in order to re-enroll at the new location. The availability of Verde's service is dependent upon Customer being located within Verde's service territory.

7. **Customer Rights:** Customer is or may be eligible for (1) deferred payment arrangements whereby equal payments of past due charges in addition to currently due charges are billed to a customer over a minimum period of four months or a period approved by the Massachusetts Department of Public Utilities' Consumer Division, (2) third party notification whereby Customer may designate someone to receive a notification should Customer's account become overdue, (3) low-income rate eligibility whereby Customer may receive discounted distribution charges, and (4) third party billing. Customer's rights delineated herein do not form part of Customer's agreement with Verde and are a matter between Customer and the Utility.

8. **Default Generation Service:** Customer is not required to enter into an agreement with Verde for electric generation service. Customer may obtain Default Generation Service from the Utility at rates set by them from time to time. There is no fee for terminating or initiating Default Generation Services if it is done concurrent with a scheduled meter read.

9. **Miscellaneous:** Verde does not operate under collective bargaining agreements. Verde does not operate with employees hired as replacements during the course of a labor dispute.

10. **Changes to Agreement:** Verde may change, modify or amend this Agreement at any time (each a "Change"). Each Change will be made by Verde in the manner required by applicable law. Each Change will be posted on Verde's website (www.verdeenergy.com), and Customer will

receive individual notice of the Change if required by applicable law. Customer should review the website periodically for applicable Changes. Customer's continued use of Verde's products and services following a Change constitutes Customer's acceptance of this Agreement as so Changed.

11. **Assignment:** Customer may not assign this Agreement without Verde's written consent. Verde may assign this Agreement or the revenues or proceeds due it hereunder: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding to all or substantially all of Verde's assets or business in the Commonwealth of Massachusetts; or (d) to another supplier licensed by the Massachusetts Department of Public Utilities. This Agreement is binding upon Customer and Verde, and each party's heirs, successors and permitted assigns.

12. **Notice:** Subject to Paragraph 10 above, any notice will be considered to have been made if mailed or emailed to the address for Customer in Verde's records.

13. **Disputes:** Customer may contact Verde at 800-388-3862, Monday to Friday 8 A.M. – 6 P.M. EST. regarding this Agreement or any dispute related to this Agreement. Verde will attempt to resolve the dispute in an efficient, fair and timely manner. Customer may also contact the Massachusetts Department of Public Utilities as follows: (a) call 877-886-5066 or (b) write to Consumer Division, One South Station, Boston, MA 02110.

14. **Warranty Disclaimer:** VERDE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT.

16. **Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform caused by an event of Force Majeure. "Force Majeure" means events beyond a party's reasonable control, including, without limitation, acts of God, strikes, terrorism, wars, lightning, hurricanes, blizzards, floods, civil disturbances, shortages, unavailability of transmission facilities, and actions of any governmental authority or the Utility that materially impair a party's ability to perform.

17. **Rewards, Rewards, Bonuses and/or Incentives Program Terms.** Rewards, Bonuses and/or Incentives are subject to the following terms and conditions.
    For purposes of receiving any rewards, bonuses and/or incentives, active accounts are defined as those (i) that are billing more than $0 and (ii) for which we have not received a request to discontinue (drop) service or change programs and (iii) are in good standing (no past-due balance owed) during the minimum required number of days stated in the offer.
    Rewards, bonuses, and/or incentives are also subject to the rewards, bonuses, and/or incentives' terms and conditions stated in the offer and as may be located on our website(s) and those terms and conditions in the Terms of Service between Verde Energy and you, including, but not limited to, all terms related to dispute resolution, **in addition to the terms and conditions set forth herein**. More information on the terms and conditions of any reward, bonus, and/or incentive programs are available by calling 1-800-388-3862. Verde Energy reserves the right to disqualify any account holder from participation in rewards, bonuses and/or incentives' programs.

18. **Entire Agreement:** This Agreement sets forth the entire agreement between Customer and Verde and supersedes any oral or written statements made in connection with this Agreement. This Agreement is governed by the laws of the Commonwealth of Massachusetts.

19. **Governing Law:** Except as provided in Paragraph 20 below, this Agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to its choice of law principles.

20. **Agreement For Mandatory Arbitration & Class Action Waiver (the "Arbitration Agreement"):**

Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of Customer's enrollment, purchase, this Agreement, or the relationship between the parties ("Dispute") shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term "Dispute" refers to any dispute, action, claim, or other controversy between the parties, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.

Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to Verde at 12140 Wickchester Ln., Suite 100, Houston TX 77079 or (2) to Customer at the postal address on file with Verde. Both Customer and Verde agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

Right to Opt Out of this Arbitration Agreement. Customer may opt out of this Arbitration Agreement within the first 30 days after the earlier of the first time Customer (a) enrolls and begins purchasing services from Verde; or (b) signs up for any further program or service provided by Verde. Customer may also opt out of this Arbitration Agreement within 30 days after Verde notifies Customer regarding a material change to this Arbitration Agreement. Customer may opt out by sending an email to Verde at customercare@verdeenergy.com or by sending a letter to 12140 Wickchester Ln., Suite 100, Houston TX 77079. Customer should include Customer's printed name, mailing address, and the words "Reject Arbitration."

How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") under the AAA Commercial or Consumer rules, as applicable, in effect at the time the claim is filed ("AAA Rules"). For information on how to file a claim, copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. Arbitration shall take place in the county of Customer's residence, as determined by Customer's mailing address on file with Verde. Verde agrees to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agrees to waive any right to recover an award of attorneys' fees and costs against Customer. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

Waiver of Right to Bring Class Action & Representative Claims. All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

Governing Law. This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the claim, the laws of the Commonwealth of Massachusetts, without regard to its

choice of law principles, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this Paragraph 20 or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."

21. **Privacy:** Verde's Privacy Policy governs the way Verde uses Customer's personal information. To review or obtain the current version of the Privacy Policy, please visit Verde's website at www.verdeenergy.com; email us at privacy@verdeenergyusa.com; or write to us at Privacy Policy Coordinator, Verde Energy USA, Inc., 12140 Wickchester Ln., Suite 100, Houston TX 77079. In general, Verde uses Customer's personal information to allow Verde to provide the products and services that Customer has chosen and to manage and develop Verde's business and operations, including informing Customer of products and services that carefully-selected third parties offer that may be of interest to Customer. Unless Customer contacts Verde and notifies Verde otherwise, by accepting electric service from Verde Customer consents to Verde collecting, retaining, using and disclosing Customer's personal information in accordance with the Privacy Policy.

22. **Information Release and Authorization, Credit Review.** By accepting the Agreement, you authorize Verde Energy to obtain information from the EDC through the Term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electric usage, rate classification, meter readings, characteristics of electric service, and billing and payment information. You (and your signatory, if signatory is noted as your spouse/civil union partner) agree to Verde Energy obtaining a credit report and investigating your (and, if applicable, signatory's) credit rating, credit history and Utility bill payment status and history. We are not obligated to accept, or continue performing, this Agreement if you do not meet our credit requirements. You further authorize Verde Energy to release that information to third parties who need to use or be aware of such information in connection with my electric service under the Agreement, as well as to Verde Energy's affiliates and business partners for marketing purposes. You further authorize Verde Energy, its affiliates, and its third party vendors, including marketing vendors, to communicate with you at the contact information included in your enrollment or contact information received at any time during the relationship of the parties, for future communications, including but not limited to communications through telephone call, voicemail, text message, pre-recorded message and electronic mail. By signing (including by voice or electronic affirmation or adoption) or otherwise accepting the Agreement and providing your phone number, you authorize Verde Energy to cause the transmission of up to 15 text messages per month to the phone number you provide using an autodialer. Consent is not a condition of purchase. Message and data rates may apply. Text STOP to withdraw consent. Text HELP for help. These authorizations shall remain in effect as long as the Agreement (including any renewal) is in effect and for two years thereafter. You may rescind these authorizations at any time by either calling Verde Energy at 1-800-388-3862 or providing written notice to Verde Energy. Verde Energy reserves the right to reject your enrollment or terminate the Agreement if you fail to meet minimum or maximum threshold electric consumption levels as determined by Verde Energy.

23. **Written Notice.** Written notice includes, but is not limited to, notice by electronic mail to a valid e-mail address provided by you. By entering into this Agreement you authorize us to send written notices to you through electronic mail as permitted by rule and law. The decision to send written notices to you via electronic mail is at our sole discretion. If the e-mail address you provide to us at enrollment becomes invalid, you agree to timely provide us with an updated, valid e-mail address to which we will send written notices. You are solely responsible for providing us with a valid e-mail address.

verdeenergyusa

AVERAGE PRICE INFORMATION

Average price per kWh at different levels of usage. Prices do not include regulated charges for customer service and delivery. Price is in cents.

Please locate your utility on the right to view the Average Price

Average Usage/Month	Residential				Commercial			
	250	500	1000	2000	1000	10,000	20,000	40,000
Boston Edison	12.43	12.43	12.43	12.43	19.99	19.99	19.99	19.99
Cambridge Electric Light Co.	12.37	12.37	12.37	12.37	19.99	19.99	19.99	19.99
Commonwealth Electric Co.	12.05	12.05	12.05	12.05	19.99	19.99	19.99	19.99
Massachusetts Electric Co.	10.96	10.96	10.96	10.96	19.99	19.99	19.99	19.99
Western Mass Electric Co.	13.08	13.08	13.08	13.08	19.99	19.99	19.99	19.99

Please see most recent bill for actual pricing

CUSTOMER SERVICE INFORMATION: 1-800-388-3862 (for residential and business customers)

POWER SOURCES

Residual Mix Demand for this electricity product in the Q2 2019 period are from the following sources:

Power Source	Known Resources	Residual Power	Total
BIOMASS	0%	1.97%	1.97%
COAL	0%	7.76%	7.76%
DIESEL	0%	0.68%	0.68%
HYDRO	0%	7.67%	7.67%
IMPORTS	0%	0%	0%
MUNICIPAL TRASH	0%	0.65%	0.65%
NATURAL GAS	0%	35.49%	35.49%
NUCLEAR	0%	28.54%	28.54%
OIL	0%	5.26%	5.26%
OTHER RENEWABLE RESOURCES	0%	5.37%	5.37%
SOLAR	0%	3.44%	3.44%
WIND	0%	3.17%	3.17%

AIR EMISSIONS

System Residual Mix average emission rates for each of the following pollutants are presented as a percent of the region's average and were prepared by ISO New England.

Emission Type	Lbs. per MWH
Carbon Dioxide (CO_2)	941.42908
Nitrogen Oxides (NOx)	1.63155
Sulfur Dioxide (SO_2)	2.89588

New unit emissions data (1998) for CO2 is 760 lbs/MWh; for NOx is 0.06 lbs/MWh; for SO2 is 0.08 lbs/MWh

LABOR INFORMATION: 76% (as of 1998) of the electricity assigned to this product came from power sources with union contracts with their employees. There were no labor disputes requiring replacement employees during this period.

verdeenergyusa

AVERAGE PRICE INFORMATION

Average price per kWh at different levels of usage. Prices do not include regulated charges for customer service and delivery. Price is in cents.

Please locate your utility on the right to view the Average Price

Average Usage/Month	Residential				Commercial			
	250	500	1000	2000	1000	10,000	20,000	40,000
Boston Edison	12.43	12.43	12.43	12.43	19.99	19.99	19.99	19.99
Cambridge Electric Light Co.	12.37	12.37	12.37	12.37	19.99	19.99	19.99	19.99
Commonwealth Electric Co.	12.05	12.05	12.05	12.05	19.99	19.99	19.99	19.99
Massachusetts Electric Co.	10.96	10.96	10.96	10.96	19.99	19.99	19.99	19.99
Western Mass Electric Co.	13.08	13.08	13.08	13.08	19.99	19.99	19.99	19.99

Please see most recent bill for actual pricing

CUSTOMER SERVICE INFORMATION: 1-800-388-3862 (for residential and business customers)

POWER SOURCES

Residual Mix Demand for this electricity product in the Q2 2019 period are from the following sources:

*Note: This is only applicable to 100% renewable energy credit-backed products.

Power Source	Renewable Product Contents*	Known Resources	Residual Power	Total
BIOMASS		0%	1.97%	1.97%
COAL		0%	7.76%	7.76%
DIESEL		0%	0.68%	0.68%
HYDRO		0%	7.67%	7.67%
IMPORTS		0%	0%	0%
MUNICIPAL TRASH		0%	0.65%	0.65%
NATURAL GAS		0%	35.49%	35.49%
NUCLEAR		0%	28.54%	28.54%
OIL		0%	5.26%	5.26%
OTHER RENEWABLE RESOURCES		0%	5.37%	5.37%
SOLAR		0%	3.44%	3.44%
WIND	100%	0%	3.17%	3.17%

AIR EMISSIONS

System Residual Mix average emission rates for each of the following pollutants are presented as a percent of the region's average and were prepared by ISO New England.

Emission Type	Lbs. per MWH
Carbon Dioxide (CO_2)	941.42908
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New unit emissions data (1998) for CO2 is 760 lbs/MWh; for NOx is 0.06 lbs/MWh; for SO2 is 0.08 lbs/MWh

LABOR INFORMATION: 76% (as of 1998) of the electricity assigned to this product came from power sources with union contracts with their employees. There were no labor disputes requiring replacement employees during this period.

Label Definitions

Average Price Information: The Price is the generation price and does not include charges for Distribution Service, other Department regulated services or other non-generation products or services.

Power Sources: Verde Energy USA Massachusetts, LLC procures its generation from system power contracts. System Power represents power purchased from the regional electricity market. The System Power distribution in the table is based on the most recently available information provided by the NEPOOL Generation Information System. Known Resources include resources that are owned by, or under contract to, the supplier. Biomass refers to power plants that are fueled by wood or other plant matter. Electricity customers in New England are served by an integrated power grid, not particular generating units. This label's information is based on generating units assigned to this electricity product. Verde Energy USA Massachusetts, LLC does not own or operate any generating units. This information will be updated quarterly on Verde Energy USA Massachusetts, LLC's website, www.verdeenergy.com.

Air Emissions: Emissions for carbon dioxide (CO_2), nitrogen oxides (NO_X) and sulfur dioxide (SO_2) are presented as a percent of the regional average emission rate.

Labor Information: The information in this label regarding whether generators or suppliers operate under collective bargaining agreements is provided to inform you about whether the energy was produced in plants where employee wages and working conditions are mutually determined by employees and management, and protected by union contracts. The information in this label regarding the use of replacement employees during a labor dispute is provided to inform you of whether or not a generator or supplier, during a strike by or lock-out of its employees, has replaced them with other workers.

For More Information:
Verde Energy USA Massachusetts, LLC Customer Service: 1-800-388-3862
Department of Public Utilities Consumer Division: 1-617-305-3500
Department of Public Utilities website: http://www.mass.gov/eea/grants-and-tech-assistance/guidance-technical-assistance/agencies-and-divisions/dpu/
Massachusetts Division of Energy Resources website: www.mass.gov/doer

April 2019

Annual Booklet to Retail Customers

Competitive Electricity Suppliers licensed by the Department of Public Utilities to do business in the Commonwealth of Massachusetts are required to annually prepare and mail an information booklet (document) describing customer's protections and rights with respect to competitive energy supply, pursuant to M.G.L. c.164 § 1F(5)(i) and 220 C.M.R. 11.07(4). Below is Verde Energy USA's booklet:

Customers may purchase energy from a competitive electricity supplier such as **Verde Energy USA (Verde)** or from a traditional utility. If you choose to purchase energy from a supplier you are entitled to:

- Notification in writing of the terms of your supply agreement at the time service is initiated.
- Rates and other information shall be displayed to you in a written statement which you may retain. Your rate (fixed – the actual price per kWh) is displayed in both the Terms & Conditions of your contract and its associated Disclosure Label. In addition to Verde's charges for electricity supply, you will also be responsible to pay your local utility for the delivery charges associated with the electricity.
- At least 30 days' prior written notice of any material changes to the Terms & Conditions governing your service.
- Your electricity supply charges through Verde are based on actual meter reads by your local utility. However, in the event that your utility is unable to read your electric meter, the utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill.
- Your utility offers budget billing options for your electric supply.
- Verde neither represents nor offers any warranty, whether expressed or implied, regarding the electricity sold to you.
- Verde shall not be liable for consequential, incidental, punitive, exemplary, or indirect damages, lost profits or other business interruption damages. Verde's liability to you shall be limited to direct actual damages only which will not exceed the amount of your single largest monthly invoice during the preceding 12 months.
- If at any time Verde terminates your electric supply service, you will be transferred without interruption to basic service with your local utility.
- Verde does not operate under collective bargaining agreements. Verde does not operate with employees hired as replacements during the course of a labor dispute.
- Verde purchases 100% of its electricity wholesale from the "grid", Independent System Operator New England (ISO NE). Therefore, the fuel mix and emissions of the generation sources are the same as the system mix for ISO NE, as depicted on the Disclosure Label.
- Please contact Verde's Customer Service Center toll-free at 1-800-388-3862 with any questions or concerns.