



**Verde Energy USA Ohio, LLC**  
**RESIDENTIAL AND SMALL COMMERCIAL CUSTOMER DISCLOSURE STATEMENT**

|                            |   |
|----------------------------|---|
| Price Plan                 | Fixed - 100.0 % Renewable Plan  |
| Rate                       | 5.49¢ per kWh - Guaranteed Choice 24  |
| Monthly Administrative Fee | \$0.00  |
| Term of Agreement          | 24 Months   |
| Customer Rescind Process   | Residential and Small Commercial customers may rescind this Agreement without penalty within seven (7) calendar days of the postmark date on the notice of enrollment from your Local Distribution Utility.   |
| Termination Procedures     | You may cancel this Agreement at any other time by contacting Verde Energy, but you will be required to pay the early termination fee described below. You may also cancel this Agreement without being assessed an Early Termination Fee if you relocate outside the service territory of your Local Distribution Utility or within the service territory of a Local Distribution Utility that does not permit portability of your agreement with Verde Energy. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. |
| Early Termination Fee      | \$0.00 per meter  |
| Late Payments              | Late fees are calculated and billed by your Local Distribution Utility.   |
| Agreement Renewal          | This Agreement shall remain in effect until Customer notifies Verde Energy USA Ohio prior to Customer's requested end date, of intent to cancel, and the Local Distribution Utility completes the termination. See paragraph 6 for details on Agreement Renewal.  |
| Guaranteed Savings         | This Agreement offers no guaranteed savings   |

## Ohio Residential and Small Commercial Customer Terms of Service

This is an agreement for electric service between Verde Energy USA Ohio, LLC ("Verde Energy", "Verde" or "Company" or "We") and you ("You" or "Customer"), for the service address or addresses set forth in your Welcome Letter or Electric Service Agreement ("ESA"). Together, your Customer Disclosure Statement ("CDS"), the terms of service set forth herein, and your Welcome Letter or ESA collectively describe your agreement with respect to your purchase of electric service from Company ("Agreement"). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Company is licensed by the Public Utility Commission of Ohio ("PUCO" or "Commission") to offer and supply electric services in Ohio. We set the supply prices and charges that you pay. Your Local Distribution Utility will deliver the electricity to you. The Commission regulates distribution prices and services. The Federal Energy Regulatory Commission ("FERC") regulates transmission prices and services.

### Definitions

- Small Commercial Customer – A nonresidential customer that has annual usage of 700,000 kWh or less during the most recent consecutive 12-month period.
- Local Distribution Utility (LDU) – A gas or electric corporation owning, operating or managing electric or gas facilities for the purpose of distributing gas or electricity to end users.
- Generation Charge – Charge for production of electricity.
- Public Utility Commission of Ohio ("PUCO" or "Commission") – the Public Utility Commission of Ohio.
- Transmission Charge – Charge for moving electric from a supply point to the distribution system of an LDU.

**Right of Rescission - Customers have the right to rescind this Agreement within seven (7) calendar days following the postmark date on the LDU's confirmation notice. The right to rescind is without penalty and may be effectuated either by calling or writing your LDU.**

### Terms of Service:

#### 1. Basic Service Prices.

Your rate plan will be as specified in your CDS or ESA.

*Fixed Rate Plan:* You will pay the fixed rate per kWh as specified in your CDS or ESA for the length of your Term. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your CDS or ESA.

*Immediate Savings Plan:* For the first two months of your plan, you will receive a specified percentage savings (shown in your CDS or ESA) off of the LDU's base energy rate for electric supply. Thereafter, you will receive Company's standard variable rate, which will VARY FROM MONTH-TO-MONTH BASED ON A VARIABLE RATE METHODOLOGY WHICH SHALL REFLECT, FOR EACH MONTH, THE COST OF SUPPLY OBTAINED FROM ALL SOURCES (INCLUDING ENERGY, CAPACITY, SETTLEMENT, ANCILLARIES), RELATED TRANSMISSION IF APPLICABLE, AND OTHER MARKET-RELATED FACTORS, PLUS ALL APPLICABLE TAXES, FEES, CHARGES OR OTHER ASSESSMENTS, AND COMPANY'S COSTS, EXPENSES AND MARGINS. THERE IS NO LIMIT TO THE VARIABLE RATE, AND IT MAY BE HIGHER THAN THAT CHARGED BY THE UTILITY. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your CDS or ESA.

*Variable Rate Plan:* THE VARIABLE RATE PLAN IS A MONTH-TO-MONTH PLAN BASED ON A VARIABLE RATE METHODOLOGY WHICH SHALL REFLECT, FOR EACH MONTH, THE COST OF SUPPLY OBTAINED FROM ALL SOURCES (INCLUDING ENERGY, CAPACITY, SETTLEMENT, ANCILLARIES), RELATED TRANSMISSION IF APPLICABLE, AND OTHER MARKET-RELATED FACTORS, PLUS ALL APPLICABLE TAXES, FEES, CHARGES OR OTHER ASSESSMENTS, AND COMPANY'S COSTS, EXPENSES AND MARGINS. THERE IS NO LIMIT TO THE VARIABLE GENERATION RATE, AND IT MAY BE HIGHER THAN THAT CHARGED BY THE UTILITY. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your CDS or ESA.

The rate you pay Company will include the Generation Charge and Transmission Charge unless such transmission charges are the responsibility of your LDU. If your plan includes a green, carbon neutral, or renewable component, then Company will purchase and retire renewable energy certificates ("RECs"), carbon offsets, verified emission reductions or other instruments or attributes to ensure that an amount of electricity equivalent to the specified percentage of your electricity usage, as disclosed in your CDS or ESA, if applicable, is generated by renewable resources. The renewable or green content of your plan, if applicable, is specified in your CDS or ESA. Your price does not include applicable Ohio sales tax, use tax, local tax or gross receipt taxes imposed by Ohio State Tax Law. You are responsible for any and all taxes (whether passed through to you on LDU's bill as a separate line item or as part of the price of electric supply, as required by law, rule or regulation) and LDU charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide Company with the necessary certificates and other documentation to qualify for such status. You will incur additional charges for the LDU's services.

**2. Billing.** Company services are only a portion of your total monthly bill for electricity. Your LDU will continue to issue a monthly bill and the bill will include Company's supply charges as well as your LDU's delivery charges, and any other charges incurred in accordance with this Agreement and your LDU's tariffs. Your LDU may provide Company with your customer billing and payment information as part of the billing process. Bills will continue to be based on actual or estimated meter readings. Unless otherwise provided herein, your payment terms and late payment penalties will be governed by the terms of the LDU's tariff. If you fail to pay your LDU bill or fail to meet any agreed-upon payment arrangement with your LDU, your service may be terminated in accordance with your LDU's tariff. If your service is terminated by your LDU, your Agreement with Company may be terminated resulting in early termination fees, if applicable. Company does not offer budget billing for the supply portion of your bill. Company does not pay or arrange for the payment of any outstanding debts owed by you to the LDU or a previous Competitive Retail Electric Supplier ("CRES"). You may request, free of charge, from Company up to twenty-four months of your payment history for services rendered by Company.

**3. Length of Agreement (Term)/No Guarantee of Switch Period.** The Term of this Agreement is shown on your CDS or ESA. With the exception of a new meter installation or special meter reading date, you will buy your electric service for the service addresses set forth in your Welcome Letter or ESA from Company on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. Customer acknowledges that Company cannot guarantee a switch of Customer's account by a specific date and hereby holds harmless Company from any liability for, or arising out of, delays in this process. This Agreement shall remain in effect until you notify Company in writing or by phone of your intent to cancel at least 30 days prior to your requested end date and until such time as the LDU completes the termination in accordance with its rules.

**4. Penalties, Fees and Exceptions.**

**You may be assessed an early termination fee if you cancel or terminate this Agreement prior to the end of the Term. If an early termination fee is applicable, the amount of the early termination fee will be specified in your CDS or ESA.**

You may terminate this agreement without being assessed an early termination or cancellation fee in the event you relocate outside an LDU service territory served by Company or into an LDU service territory where Company charges a different price. Notwithstanding the foregoing, this Agreement automatically terminates if any of the following occurs: (1) you relocate and your requested service location is not served by your previous LDU; (2) you relocate outside your LDU's service area or to an area not served by Company; or (3) Company returns you to your LDU's default sales service, pursuant to your violation of the terms and conditions stated herein. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you.

If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. Company may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account. Company may terminate this Agreement on at least fourteen calendar days written notice if you fail to pay your bill or fail to meet any agreed upon payment arrangements.

You will be assessed a fee of \$30.00 for payments returned for insufficient funds or credit card transaction not processed due to insufficient funds or credit availability by any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card.

**5. Cancellation Provisions.** After the expiration of your Right of Rescission on the seventh calendar day, you may cancel this Agreement at any time by contacting your LDU, but you will be required to pay the early termination fee described in Section 4 above, if applicable. You have the right to terminate this contract without paying an early termination fee if you relocate outside an LDU service territory served by Company or into an LDU service territory where Company charges a different price. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date Company notifies your LDU. You will be responsible for all payments due hereunder until the cancellation of electric service is completed. This Agreement may be cancelled at the sole discretion of Company if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Company is or becomes untrue. If this Agreement is canceled, expires, or is otherwise terminated, you will receive uninterrupted service from the LDU until you designate another provider of electric service or service is shut off by the LDU. If you switch back to your LDU for supply service, you may or may not be served under the same rates, terms and conditions that apply to other customers served by your LDU. Only the LDU may shut off your electric service. Switching fees may apply to you under your current LDU's tariff.

**6. Agreement Expiration/Renewal/Change in Terms. Company may automatically renew this Agreement at different prices, terms and conditions.** If you have a fixed term agreement with us and it is approaching the expiration date, your supply service will either continue with us on a month-to-month standard variable rate as described in Section 1 of your Agreement or be automatically renewed at a new price and term. You will receive at least one notice of contract expiration from us if your contract continues on a month-to-month standard variable rate or will be automatically renewed at a new price and term with no exit fees. If your agreement automatically renews on a new price and term with an exit fee of twenty-five dollars or less, then we will send you two notices in accordance with PUCO rules. If two notices are required, we will send the first notice at least 45 and not more than 90 days prior to the termination date of your agreement and the second notice no less than 35 days prior to the termination date of your agreement as required under PUCO rules. If there is a change in the terms of your Agreement, we will provide notice as required by applicable rules and laws.

**7. Change in Law or Regulation.** In the event that there is a change (including change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgement, or decree by a governmental authority, regulatory body or the regional Independent System Operator, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs (including, but not limited to transmission or capacity costs), protocols, market rules, load profiles, and such change results in Company incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed to you in your monthly bills for service as additional pass-through charges to the extent permitted by applicable law or regulatory rules.

**8. Information Release and Authorization, Credit Review.** By accepting the Agreement, you authorize Company to obtain information from the LDU 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 electricity 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 Company 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 Company to release that information to third parties who need to use or be aware of such information in connection with your electric service under the Agreement, as well as to Company's affiliates and business partners for marketing purposes. Your social security number and account number(s) will not be released without your express written consent except for the purposes of operation and maintenance of all products and services provided pursuant to your Agreement, assignment, collections, credit reporting, participation in the universal service fund and transfer of your account. You further authorize Company, 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 Company to cause the transmission of text messages 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 Company at 1-800-388-3862 or providing written notice to Verde Energy at 12140 Wickchester Lane, Suite 100, Houston, TX 77079. Company reserves the right to reject your enrollment or terminate the Agreement if you fail to meet minimum or maximum threshold electricity consumption levels as determined by Company.

**9. Dispute Procedures.** Contact us by any of the means provided at the bottom of these Terms and Conditions with any questions concerning our terms of service or your bill. If your complaint is not resolved after you have contacted Company and/or your LDU, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at <http://www.pickocc.org>.

**10. Warranties.** COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**11. Limitation of Liability.** You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electricity after receipt at the delivery point or points. COMPANY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

**12. ARBITRATION & CLASS ACTION WAIVER AGREEMENT:**

(a) Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of your enrollment, purchase, these Terms of Service, or the relationship among 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 us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.

(b) **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 Energy at 12140 Wickchester Lane, Suite 100, Houston, TX 77079 or (2) to you at the postal address on file with us. Both you and Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

(c) **Right to Opt Out of this Arbitration Agreement.** You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the first time you (a) enroll and begin purchasing services from Company; or (b) sign up for any further program or service provided by Company. You may also opt out of this Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email through Company's website at [Verdeenergy.com](http://Verdeenergy.com) or by sending a letter to Verde Energy, 12140 Wickchester Lane, Suite 100, Houston, TX 77079. You should include your printed name, mailing address, and the words "Reject Arbitration."

(d) **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](http://www.adr.org), or by calling 1-800-778-7879. Arbitration shall take place in the country of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys' fees and costs against you. 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.

(e) **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 parties' 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.

(f) **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 law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause 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."

### 13. Miscellaneous.

(a) **Customer Protections for Residential Customers:** The services provided by Company are governed by the terms and conditions of this document and the LDU's tariff. In the event of non-payment of any charges owed to Company, you may be subject to termination of electric service and the suspension of distribution service under procedures approved by the Public Utility Commission of Ohio. You may obtain additional information by contacting Company or the LDU by the means provided at the bottom of these Terms of Service.

(b) **Force Majeure:** If Company is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of Company that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, wholesale suppliers, aggregators, other CRESs, qualified scheduling entities, LDUs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

(c) **Energy delivery shall continue to be provided by your LDU.** Your electric service will be provided in accordance with your existing connection requirements unless you request a change by the LDU and pay for the cost of that change. You may not resell or use any electricity provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electricity under this Agreement will be measured at the delivery point by the LDU providing the delivery service in accordance with the terms of the applicable tariff for electric service. Company and you will be bound by the measurement from the meters owned, installed, maintained and read by the LDU.

- (d) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of Ohio, without regard to principles of conflicts of laws.
- (e) A wet, electronic, or faxed signature, on an Agreement, or a voice-recorded verification of authorization of enrollment, is an agreement to initiate service and begin enrollment with Company. These Terms of Service, along with your CDS or ESA and your Welcome Letter, constitute the entire agreement between you and Company relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Company concerning the subject matter of the Agreement.
- (f) You may not assign this Agreement or your obligations under this Agreement without Company's prior written consent. Company may assign this Agreement, together with all rights and obligations hereunder, to (i) Company's electric supplier, or such supplier's designee, (ii) an affiliate of Company or to any other person succeeding to all or substantially all of Company's assets, (iii) in connection with any financing or other financial arrangement, or (iv) another CRES.
- (g) Any failure by Company to enforce any term or condition of your electric service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.
- (h) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.
- (i) The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.
- (j) The parties may execute the Agreement in counterparts, each of which is deemed an original and all of which constitute the same instrument.

**14. Contact Information.** In the event of an after-hours emergency, you can contact Company to hear a recorded message containing the emergency contact numbers for your LDU.

Energy Services Company:

**Verde Energy USA Ohio, LLC**  
**12140 Wickchester Lane, Suite 100**  
**Houston, TX 77079**  
**1-800-388-3862**  
**www.Verdeenergy.com**  
**Hours of Operation: Monday through Friday (except holidays), 8:00**  
**a.m. to 6:00 p.m. Eastern Standard Time**

Local Distribution Utility:

**Dayton Power & Light (DP&L)**  
P.O. Box 1247  
Dayton, OH 45401-1247  
1-800-433-8500  
www.dpandl.com

In the case of emergency, call:

**1-877-467-8243**

**Duke Energy**  
P.O. Box 1326  
Charlotte, NC 28201-1326  
1-800-362-7557  
www.duke-energy.com

In the case of emergency, call:

**1-800-634-4300**

**Ohio Edison**  
1-800-633-4766  
1910 West Market Street  
Akron, OH 44313  
www.firstenergycorp.com

In the case of emergency, call:

**1-888-544-4877**

**Cleveland Illuminating Company**

1910 West Market Street  
Akron, OH 44313  
1-800-589-3101  
www.firstenergycorp.com

In the case of emergency, call:

**1-888-544-4877**

**Toledo Edison**

1-800-447-3333  
www.firstenergycorp.com

In the case of emergency, call:

**1-888-544-4877**

**AEP Ohio Power**

1-800-672-2231  
www.aepohio.com

In the case of emergency, call:

**1-800-672-2231**

**Columbus Southern Power Company (CSPO)**

1-800-672-2231  
www.aepohio.com

In the case of emergency, call:

**1-800-672-2231**

Public Service Commission:

Public Utility Commission of Ohio  
180 E. Broad St.  
Columbus, OH 43215  
(800) 686-PUCO (7826)  
(800) 686-1570 (TTY-TDD)  
www.puco.ohio.gov

Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

**15. Rewards, Bonuses, Rebates and/or Incentives Program Terms.** Rewards, Bonuses, Rebates and/or Incentives are subject to the following terms and conditions.

For purposes of receiving any rewards, bonuses, rebates 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, rebates and/or incentives are also subject to the rewards, bonuses, rebates 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 Company 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, rebate and/or incentive programs are available by calling 1-800-388-3862. Company reserves the right to disqualify any account holder from participation in rewards, bonuses, rebates and/or incentives' programs.

**16. 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.