



P.O. Box 6036
 Austin, TX 78762
 (800) 279-9023
 www.quakeenergy.com

Quake Energy Terms and Conditions Summary	
Rate Type	Per e-mail enrollment confirmation
Rate Plan	Per e-mail enrollment confirmation
Estimated Starting Date	Next Meter Reading
Early Termination Fee	Per e-mail enrollment confirmation

Quake Energy Terms and Conditions
Version: W.05.24.19.1e

Quake Energy is certified by the Public Utilities Commission of Ohio (“PUCO”) to provide electricity to Local Distribution Company (“LDC”) customers through *the Energy Choice* Program. This document outlines Quake Energy’s Terms of Service (“Agreement”) and is effective as of the customer’s enrollment date. By enrolling with Quake Energy, the customer consents to this Agreement.

Rate and Term (Fixed): Quake Energy agrees to provide your LDC with electricity at the agreed upon rate which will be distributed to the customer at the registered service address(es) for the period of time indicated on the e-mail enrollment confirmation notice. After this, the customer will default to Quake Energy’s monthly variable rate plan and can cancel at any time without a fee. The monthly rate will vary based on the wholesale price of electricity as furnished by PJM Interconnection, LLC, and other relevant market factors, including, but not limited to, the Quake Energy’s assessment of applicable market conditions, capacity, ancillary, costs of Renewable Energy Credits, administrative, balancing, transportation, line loss, and credit costs, and a profit margin that may vary from month to month. The customer may also contact Quake Energy to enroll in another available rate plan. The Quake Energy rate excludes taxes and delivery fees. Quake Energy service is estimated to begin with the next available meter reading after processing of the request by the LDC. If an Early Termination Fee is in effect for this plan, it is noted above.

Rate and Term (Variable): Quake Energy agrees to provide your LDC with electricity at the agreed upon rate which will be distributed to the customer at the registered service address(es) on a month-to-month basis as demarcated by the customer’s meter reading dates and until canceled by notice as indicated on the e-mail enrollment confirmation notice. The monthly rate will vary based on the wholesale price of electricity as furnished by PJM Interconnection, LLC, and other relevant market factors, including, but not limited to, the Quake Energy’s assessment of applicable market conditions, capacity, ancillary, costs of Renewable Energy Credits, administrative, balancing, transportation, line loss, and credit costs, and a profit margin that may vary from month to month. The customer may also contact Quake Energy to enroll in another available rate plan. The Quake Energy rate excludes taxes and delivery fees. Quake Energy service is estimated to begin with the next available meter reading after processing of the request by the LDC. If an Early Termination Fee is in effect for this plan, it is noted above.

Cancellation/Changes: The customer is allowed a seven (7) calendar-day period from the confirmation notice postmark date (“Rescission Period”) to rescind the enrollment. If the customer wishes to rescind this enrollment, he or she should contact the LDC orally, electronically, or in writing using the below information. After the Rescission Period, the customer may cancel the enrollment by contacting Quake Energy at 1-800-279-9023, 8:00 A.M.- 5:00 P.M. (CST) Monday through Friday, by written notice to Quake Energy, P.O. Box 6036, Austin, TX 78762 or customercare@quakeenergy.com. Quake Energy agrees to submit the customer’s cancellation to the LDC within three (3) business days of receipt of notice, after which time the customer’s account will be re-assigned according to the LDC’s policies. An Early Termination Fee may apply for cancellations occurring after the Rescission Period. Unless prohibited by governing law (including but not limited to a LDC service change, change in law, or other regulatory order), Quake Energy may make changes to this Agreement with thirty (30) days written notice and with affirmative consent from the

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customer before such changes. If, due to a change in market conditions, Quake Energy wishes to lower the price per kilowatt hour charged to the customer under an existing contract, it may do so without consent provided there are no other changes to the terms and conditions to the contract.

Quake Energy may also cancel this Agreement with fourteen (14) days written notice or immediately upon the customer's violation of Quake Energy's policy or should the customer fail to pay the bill or fail to meet any agreed-upon payment arrangements. Unless required by governing law (including but not limited to a LDC service change, change in law, or other regulatory order), Quake Energy may make changes to this Agreement with thirty (30) days written notice before such changes. **If, due to a change in market conditions, Quake Energy wishes to lower the price per kWh, it may do so without consent provided there are no other changes to the terms and conditions of the contract.**

Billing: The LDC will continue to read your meter, provide emergency service, transmit the electricity, and send a monthly bill. This bill will include applicable fees and charges from LDC and the Commodity (Quake Energy) Charge. The customer is responsible for providing Quake Energy with accurate account information, including telephone numbers and billing addresses. Quake Energy may terminate this Agreement on at least fourteen calendar days' written notice should the customer fail to pay the bill or fail to meet any agreed-upon payment arrangements. Quake Energy and its affiliates reserve the right to perform a credit check on the customer. Any adverse decisions arising out of such credit check will be provided to the customer in writing, and no early termination fee will apply to cancellations initiated by Quake Energy. In the event a customer's credit or payment history is unsatisfactory, Quake Energy will offer the customer the option to a) cancel the enrollment; or b) provide a deposit to process the enrollment. The deposit amount shall not exceed \$250 and will not accrue interest. Any deposit requirement will be noted in a written correspondence. The deposit will be returned to the customer within seven (7) business days if the customer cancels the contract during the rescission period. Quake Energy will apply the deposit to the final bill and promptly refund any excess to the customer when service is terminated. Any outstanding balances owed by the customer will remain in full effect. Quake Energy and its affiliates retain the right to collect any outstanding balances directly or via a third-party collections agency. Transmission billing and metering issues should be addressed with LDC using the information on the customer's bill. The customer will incur additional service and delivery charges from the LDC. All billing terms and conditions set forth by the LDC and the LDC Tariff apply.

Moving/Termination: This Agreement will automatically terminate without an Early Termination Fee if the customer relocates outside the LDC service territory, if the new service location is not served by Quake Energy, or if Quake Energy does not offer the same rate plan in the new service location. In the event the customer relocates within the LDC service territory, the customer agrees to provide Quake Energy with new account information in order to continue Quake Energy service. Quake Energy may assign this Agreement subject only to regulatory approvals.

Limitation of Liability/Eligibility/Jurisdiction: The customer acknowledges that this Agreement is for residential and small commercial customers in the LDC territory. By entering this Agreement, the customer guarantees that the enrolled accounts are residential or small commercial. Quake Energy is not responsible for any decision arising out of LDC regarding the termination of customers from any LDC service. In the event of a Force Majeure as defined by LDC or any transmitting or transporting entity, Quake Energy is not responsible for providing electricity.

Entire Agreement: This document represents the entire agreement between Quake Energy and the customer and supersedes all other agreements that have come before it.

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Privacy Policy: Quake Energy is prohibited from disclosing a customer's social security number and/or account number(s) without the customer's consent except for Quake Energy's own collections and credit reporting, participation in programs funded by the universal service fund pursuant to section 4928:52 of the Revised Code or assigning a customer contract to another CRES provider.

Disclosures, Contacts, and Dispute Resolution: For account inquiries, the Quake Energy customer care desk is available during normal business hours from 9:00 A.M. – 6:00 P.M. (EST), Monday through Friday at: 1-800-279-9023 or customer@quakeenergy.com, mailing address: P.O. Box 6036, Austin, TX 78762. If your complaint is not resolved after you have called your electric supplier and/or your electric LDC, or for general LDC information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five 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 LDC customers in matters before PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

The customer may terminate the contract without penalty in one of the following circumstances:

- (a) The customer moves outside of Quake Energy's service area or into an area where Quake Energy charges a different price.
- (b) The contract allows Quake Energy to terminate the contract for any reason other than the customer's failure to pay or the occurrence of a force majeure event, including but not limited to, a change in any governing law or regulation that physically prevents or legally prohibits the CRES provider from performing under the terms of the contract.

The customer has the right to request, twice within a twelve-month period, up to twenty-four months of the customer's payment history from Quake Energy. The LDC may charge switching fees to the Customer. Quake Energy is not responsible for any fees from the LDC or other electric providers. Quake Energy is not responsible for any late charges, cancellation fees, or billing disputes between the customer and LDC or another supplier.

If the customer switches back to the LDC, he/she may or may not be served under the same rates, terms and conditions that apply to other customers served by the LDC. Any budget billing arrangements must be made with the Customer's LDC. Failure to pay LDC charges may result in the customer being disconnected in accordance with the LDC tariff.

Environmental Disclosure: The environmental disclosure information is shown at our website: www.quakeenergy.com. Customer agrees that Quake Energy may make its required environmental quarterly updates electronically at its website and will provide this information in hard copy form upon customer request.

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