

TERMS OF SERVICE

Electricity Maine, LLC (“Electricity Maine”)

Terms of Service

Last Updated 4/18/13: Version 10

Purchase of Electric Generation Service. Electricity Maine agrees to sell and you agree to buy, your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement (the “Supply Contract”) throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that Electricity Maine provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.

1. **Price Structures.** You will be billed at the fixed rate in cents per kilowatt hour set forth in your Confirmation Letter for your actual consumption of electricity. The Price Structures do not include any applicable taxes. In addition, you are responsible for paying your local utility distribution and transmission charges as well as any other applicable charges.

2. **Duration and kind of contract.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Confirmation Letter. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with Electricity Maine. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted. This Supply Contract will renew automatically until terminated by you or Electricity Maine per the Terminations Provisions set forth below. Between thirty (30) and sixty (60) calendar days prior to the end of the term of service of your Supply Contract, Electricity Maine will send you a new Confirmation Letter for the renewal period, which notifies you of the existence and operation of this automatic renewal provision and that sets forth the electricity price and term that will apply to the renewal period. You will have ten (10) days from receipt of a new Confirmation Letter to decline the auto renewal notice and terminate the Supply Contract effective at the end of the then-current term. If you do not notify Electricity Maine within ten (10) days of such intent to decline the auto renewal notice then the auto renewal period shall be in effect and through the term stated in the renewal Confirmation Letter. For the MaineStrong charitable contribution/cash back program: Customers on the 18 month MaineStrong rate that are in good standing and current on their balance with Electricity Maine have the option of 2% of monthly supply charges for donation to a charity of their choice, or as cash back for the term of their contract.

3. **Termination Provisions.** Electricity Maine may terminate this Supply Contract upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract. You may terminate this Supply Contract by written notice to Electricity Maine delivered no later than ten (10) days from your receipt of a renewal Confirmation Letter from Electricity Maine, with such termination to be effective at the end of the current Supply Contract. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a “Cost Recovery Fee” outlined in Section 8.

4. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility, and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. Electricity Maine reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by Electricity Maine, all invoiced balances not paid in full by the due date are subject to the Utility’s late payment policies and procedures, including assessment by the Utility of late payment fees and interest. In the event you default in your payment or other obligations under this Supply Contract, Electricity Maine has the right to cancel this Supply Contract upon thirty (30) days written notice, at which subsequent time you will automatically be transferred to the Utility’s Standard Offer rate plan. You will remain

responsible for balances owed to Electricity Maine for generation service and Electricity Maine's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs. If at any time you enter into a payment plan with the Utility while you have an outstanding balance owed to Electricity Maine, you must notify Electricity Maine within fifteen (15) days. Outstanding balances owed to Electricity Maine may not be accounted for by the Utility payment plan, may appear as a separate balance on your bill, and will remain your responsibility..

5. **Credit Reporting.** When you first apply for service and during the term of the Supply Contract with Electricity Maine we may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, Electricity Maine reserves the right to report your payment history to a credit reporting agency.

6. **Customer Deposits.** Electricity Maine does not require a customer deposit to enroll.

7. **Warranty Disclaimer; Damages; Force Majeure.**

ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY ELECTRICITY MAINE ON AN "AS IS" BASIS. ELECTRICITY MAINE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ELECTRICITY MAINE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that Electricity Maine shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Electricity Maine shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. Electricity Maine's liability 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. In no event shall Electricity Maine be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. Electricity Maine will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of Electricity Maine's control (Force Majeure events) may result in interruptions in service and Electricity Maine shall not be liable for any such interruptions. Electricity Maine does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that Electricity Maine shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond Electricity Maine's control.

8. **Charges, Fees and Penalties.** You will be charged for electric generation service supplied at the contract rate. No additional fees will be assessed to you by Electricity Maine unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for Electricity Maine to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00 and any cost associated with the cost of selling the unused portion of your electricity to others as well as estimated lost revenue that Electricity Maine may incur from such a sale. In the event you default in your payment or other obligations under this Supply Contract, Electricity Maine has the right to cancel this Supply Contract upon thirty (30) days written notice. Electricity Maine reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation service, late payment or interest charges owed to your Utility as per paragraph 3 of this agreement. In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the Maine PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the Maine PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change results in Electricity Maine incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge.

9. **Estimated Bills.** In the event the 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.

Electricity Maine reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.

10. **Disclosure of Risks and Costs Associated With Real-Time or Indexed Electricity Products.** Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index.

Volatility Risk: Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

Future Performance: Past results regarding particular electricity products are not necessarily an indication of future results.

11. **Right to Rescind.** YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN FIVE BUSINESS DAYS OF YOUR SUBSCRIPTION. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:

1. By telephone at: 866-573-2674;

2. By mailing us a written notice to rescind at:

Electricity Maine, LLC

PO Box 1150

Auburn, Maine 04211-1150; or

3. Electronically through Electricity Maine's website at www.electricityme.com.

12. **Questions and Complaints.** If you have a question or complaint about your electricity supply, you can contact Electricity Maine by phone, toll-free by calling 1-866-573-2674 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at www.electricityme.com.

13. **Standard Offer Generation Service.** All retail electricity customers in Maine are entitled to purchase their electricity supply from a competitive supplier or through standard offer service. Standard offer service is provided automatically to customers who do not sign a contract with a supplier for their electricity supply.

14. **Changes in Terms of Service.** In the event of any material changes in these Terms of Service, we will notify you in writing by your email address on record between 30 and 60 calendar days in advance of such material change.

15. **Assignment.** This contract may be assigned or transferred by Electricity Maine without your consent with thirty (30) days prior written notice to your e-mail address on record. You may not assign this contract, in whole or part, or any of your rights or obligations hereunder, without prior written consent from Electricity Maine. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than Electricity Maine and Customer.

16. **Do-Not-Call List.** The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at www.donotcall.gov, or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.

17. **Consumer Protection Rights.** You may contact the Maine Public Utilities Commission to obtain information on consumer protection rights by calling the Commission's Consumer Assistance Division Hotline at 1-800-452-4699, Monday through Friday, 8:30 a.m. to 4:30 p.m. or by writing to the Commission at:

Maine Public Utilities Commission

Consumer Assistance Division

18 State House Station

Augusta, ME 04333-0018

18. **Net Metering.** If your account is subject to Net Metering under Chapter 313 (CNEBA) it requires an additional contract to be signed with Electricity Maine to cover specific payment arrangements for excess payment of power purchased over historical account usages at the time of enrollment. In addition to these terms, and ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of this account. Failure to sign this agreement may result in immediate return to Standard Offer of your account. Please call Electricity Maine at 866-573-2674 to set up this arrangement.