

Ohio Small Commercial and Residential Disclosure Statement, Terms and Conditions



This disclosure statement, including the product summary, general terms, together with the enrollment authorization, is an agreement for electric generation services between you ("customer", "you" or "your") and CleanChoice Energy Inc.

Typical grid power in your region is produced almost entirely from fossil fuels like coal, oil, and gas. CleanChoice Energy Inc. matches 100% of your electricity usage with renewable energy credits which are derived from direct investment in clean energy sources such as wind and solar. This chart compares the content of the electricity plan you have chosen with your region's fuel mix. This enrollment may be pending your acceptance with the utility.

Product Summary

Product	Clean 12 Month Rate Lock			
Per kWh Price	9.30¢ / kWh for twelve (12) billing cycles, then variable month-to-month.			
Fixed Price or Variable Price	Fixed, then variable.			
Charges and Rates				
Monthly kWh Usage	250	500	1000	2000
100% Renewable Energy from CleanChoice Energy				
Supply Charges	\$23.25	\$46.50	\$93.00	\$186.00
Price to Compare	\$0.0930	\$0.0930	\$0.0930	\$0.0930
Utility Electric Supply				
Supply Charges	\$14.50	\$29.00	\$58.00	\$116.00
Price to Compare	\$0.0580	\$0.0580	\$0.0580	\$0.0580
Taxes	Pricing for the Product excludes Distribution Charges and other EDU charges and fees and taxes. You must also pay all applicable federal, state, and local taxes and charges.			
Sourcing/Renewable Content	CleanChoice Energy purchases renewable energy credits which are sourced from renewable energy generators. See "Product Content Label" and "Product" section for full details.			
Estimated Start Date	This contract will be effective from the first meter read date on or after the first of the next month (or the current date).			
Fees	Early Termination Fee - \$0.00			

Product Content Label

	Wind	Captured Methane	Solar Photo-Voltaic	Solid Waste	Steam	Wood/Biomass	Other Renewables	Total
Your Plan - Renewables	99.000%	0.000%	1.000%	0.000%	0.000%	0.000%	0.000%	100.000%
PJM System Fuel Mix - Renewables	1.565%	0.291%	0.000%	0.530%	0.000%	0.112%	0.000%	2.498%
	Coal	Fuel Cells	Gas	Gas and Oil	Nuclear	Oil	Conventional Hydro	Total
Your Plan - Non-Renewables	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
PJM System Fuel Mix - Non-Renewables	41.855%	0.001%	19.415%	0.000%	34.992%	0.349%	0.000%	97.502%

These figures reflect the power that we have contracted to provide. Actual figures may vary. We will annually report to you the actual resource mix of the electricity you purchased during the preceding year. The average home in the United States uses 900 kWh per month. [Source: U.S. EPA]

General Terms and Conditions

General Terms and Conditions: This disclosure statement, including the Product Summary, General Terms, Product Label, together with the enrollment authorization, electronic enrollment record or recorded telephonic voice enrollment confirming your enrollment (the Enrollment Authorization), are an agreement for electric generation services between you ("you", "your" or "customer") and CleanChoice Energy, Inc. ("CleanChoice Energy", "we" or "us"),

Background

CleanChoice Energy is licensed by the Public Utilities Commission of Ohio ("PUCO"), to offer and supply electric generation services in Ohio. (Cert. No. 13-702E (1)) We set the generation prices and charges that you pay. PUCO regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. You will receive a single bill from Duke Energy (your electric distribution company or "EDU") that will contain Duke Energy charges and CleanChoice Energy charges.

Definitions

- Agreement: This Disclosure Statement (including these General Terms and Conditions and Product Summary), as well as your Enrollment Authorization, and any amendments to these documents from time to time.
- Regulating Body/Commission: Public Utilities Commission of Ohio.
- Distribution Charge: Charge for delivering electricity over a distribution system to the home or business from the transmission system.
- EDU or Utility: Your Electric Distribution Company is Duke Energy.
- Generation Charge: Charge for production of electricity.
- Initial Term: The Initial Term is the time period during which you will receive a fixed price (if you have a fixed term Agreement with us).
- kWh: A kilowatt-hour. This is a measurement of your use of electricity.

- PJM Interconnection, LLC: The Regional Transmission Organization (RTO) servicing Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia.
- Transmission Charge: Charge for moving high voltage electricity from a generation facility to the distribution lines of an EDC.

Pricing

Fixed Price Agreement: You are enrolled on a fixed price plan for twelve (12) months. Your price is for the kWh usage described in the Product Summary. This price includes generation and transmission charges and estimated total state taxes, including gross receipts tax; but excludes federal, state and local taxes other than state gross receipts tax. Your price described here excludes charges imposed by your utility or government agencies including but not limited to transmission, distribution, transportation, federal, state and local taxes, and other fees. The price detailed in the product summary above will be the price you pay plus all additional state and local taxes.

Length of Contract

You will buy your electricity generation service for the street address specified in your enrollment authorization from CleanChoice Energy beginning on the next available meter reading after processing of the request by the utility and us. This is a twelve (12) month fixed rate contract which continues month-to-month until cancelled by one of the parties.

Product

Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address, but CleanChoice Energy ensures that the applicable percentage of your electricity usage is matched by the generation of energy from renewable resources on an annual basis. CleanChoice Energy does so by purchasing and retiring "renewable energy certificates" representing the environmental attributes associated with the applicable amount of renewable energy generation from the renewable sources specified on your Product Label. Your purchase helps support the development and operation of renewable energy in the areas specified in your product. CleanChoice Energy may take up to three (3) months following the close of a calendar year to make up any deficiency in the renewable resource content for this product. Information on generation energy sources for your product, energy efficiency, environmental impacts or historical billing data is available upon request.

Rescission and Effective Date

Residential and small commercial customers have the right to rescind their contracts, within seven (7) calendar days following the postmark date on the electric utility's confirmation notice by calling the electric utility at the local or toll-free number designated in the confirmation notice or by written notice to the electric utility, which is effective as of the date of the postmark. The right of rescission only applies when a customer switches to a generation supplier and does not apply to renewal enrollments.

Cancellation and Termination of Service

Customer Initiated Cancellation: To cancel this Agreement, please call CleanChoice Energy at 888-444-9452 or email support@cleanchoiceenergy.com. You will be responsible for all CleanChoice Energy charges incurred up to the date your EDU effectuates cancellation.

Non-Payment: We may terminate this contract with at least fourteen (14) days written notice should you fail to pay the bill or fail to meet any agreed-upon payment arrangements.

Company Initiated Cancellation: We may cancel this Agreement for any reason other than arbitrary and illegal discrimination based on personal characteristics of the customer. If we cancel this Agreement, your service will return to your utility's default electric supply service unless you choose another supplier.

Relocation/Move: If you move from the address listed above or are unable to pay due to disability or death, you may cancel this Agreement with no cancellation fee. You will owe us for amounts unpaid for our charges for electric generation service up to the date of cancellation.

Penalties, Fees and Exceptions

There are no cancellation fees and no early termination fees.

Billing and Payment

You will receive a single bill from Duke Energy (your EDU) that will contain separate charges from both Duke Energy and CleanChoice Energy. We will charge you the generation price and fees as described above. Your price described here excludes charges imposed by your utility or government agencies including but not limited to charges related to transmission if non-bypassable, distribution and transportation and federal state and local taxes, and other fees. Payment is due to the utility within twenty (20) days of the invoice date. Failure to pay your bills on time may result in late payment penalties and in discontinuation of service in accordance with the electric utility tariff and PUCO rules. Budget billing is available as offered by your utility. CleanChoice Energy does not offer budget billing for the generation portion of the bill.

Taxes

Except as otherwise provided in this Agreement or required by law, all applicable state and federal 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.

Renewal/Expiration

YOUR CONTRACT WILL RENEW AT THE END OF THE TWELVE (12) MONTH TERM, AT A VARIABLE RATE, MONTH-TO-MONTH. If you switch back to your electric utility, you may not be served under the same rates, terms and conditions that apply to other customers. The contract will renew at the rate specified in the notification unless you, the customer, affirmatively cancels the contract.

Complaint/Dispute Procedures

Please call CleanChoice Energy at 888-444-9452 or email support@cleanchoiceenergy.com with any complaints. If your complaint is not resolved after you have called your electric supplier and/or your electric Utility, or for general Utility 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 <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 eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

Power Outages and Emergencies

In an electrical emergency or a power outage, immediately contact Duke Energy: 1-800-543-5599.

Limitations of Liability and Warranty/Force Majeure

YOU AGREE THAT EVENTS OF FORCE MAJEURE MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE RESPONSIBLE FOR SUPPLYING ELECTRICITY TO YOU AND WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. EXAMPLES OF SUCH EVENTS

INCLUDE: EXTREME WEATHER EVENT, ACTS OF GOD, FIRE, FLOOD, HURRICANE, WAR, TERRORISM; LABOR DISPUTES; DECLARATION OF EMERGENCY BY A GOVERNMENTAL ENTITY OR THE UTILITY; CURTAILMENT, DISRUPTION OR INTERRUPTION OF ELECTRICITY DISTRIBUTION OR SUPPLY; REGULATORY, ADMINISTRATIVE, OR LEGISLATIVE ACTION, OR ACTION OR RESTRAINT BY COURT ORDER OR OTHER GOVERNMENTAL ENTITY; AND ACTIONS TAKEN BY THIRD PARTIES NOT UNDER OUR CONTROL, SUCH AS THE UTILITY. YOU AGREE THAT OUR LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AS THE SOLE AND EXCLUSIVE REMEDY; AND NEITHER OF US IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Disclosure of Customer Information

By entering into this Agreement, you authorize CleanChoice Energy to obtain and share information that we may need to provide electricity service to you, including your account information, usage history, billing and payment history, credit history, rate class, meter reading data, account number, address, phone, whether you are on a budget billing plan, and medical or disability status requiring uninterrupted service. We will not give or sell your personal information to any unaffiliated third-party unless you provide us with your consent or unless we are required to do so by law. We are prohibited from disclosing your social security number and/or account number(s) without your consent except in connection with our own collections and credit reporting, participation in programs funded by the universal service fund, or assigning your contract to another provider. By entering into this Agreement, you authorize CleanChoice Energy to take such actions as may be necessary to establish your EDU services with Duke Energy (your EDU). You also authorize CleanChoice Energy to protect your privacy at all times including under the FTC's Do Not Call requirements.

Title, Risk of Loss and Indemnity

Title to the electricity will pass from CleanChoice Energy to you when we have delivered it to the delivery point for Duke Energy (your EDU). CleanChoice Energy will cease to have title to and risk of loss related to the electricity when it is delivered to the delivery point for your EDU.

Regulatory Changes

If there is a future change in any applicable law, rule, regulation, order, filed tariff, market rule or pricing structure whereby CleanChoice Energy is prevented, prohibited or frustrated from carrying out the terms of this Agreement, in its sole discretion CleanChoice Energy will have the right to cancel this Agreement by giving notice to you as required under applicable law. If there is a future change in any applicable law, rule, regulation, order, filed tariff, market rule or pricing structure, or in charges or new charges, imposed by your EDU, PJM Interconnection, LLC, the Public Utilities Commission of Ohio or any governmental agency, whereby CleanChoice Energy incurs additional charges or costs as a result of such changes, then CleanChoice Energy will have the right in its sole discretion to (i) propose to adjust your price to reflect such additional charges or costs to CleanChoice Energy by giving two advance written notices in separate mailing or email and (ii) if you do not accept such proposed price change, CleanChoice Energy will cancel this Agreement by giving notice to you as required under applicable law.

Other Provisions

This Disclosure Statement (including these General Terms, Product Summary, Privacy Policy, and Product Label) along with your enrollment authorization or renewal letter constitutes the entire Agreement between you and CleanChoice Energy with regard to your purchase of electric generation and other related services from CleanChoice Energy. This Agreement supersedes all prior agreements between us, either written or oral. This Agreement is subject to any Law enacted during the term of this Agreement. "Law" means any law, legislation, statute, regulation, rule, tariff, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction. You may not assign this Agreement, in whole or in part, or any of your rights or obligations under this Agreement without our prior written consent. CleanChoice Energy may, without your consent: (i) assign, sell or pledge this Agreement or its accounts, revenues or proceeds, as a part of any financing or other financial arrangements, purchase of receivables program or billing services agreement; or (ii) assign this Agreement to an affiliate of CleanChoice Energy; or (iii) assign this Agreement to any other person or entity succeeding to all or a substantial portion of the assets of CleanChoice Energy or a competitive electricity supplier licensed to do business in Ohio, in accordance with the rules and regulations of the PUCO. This Agreement is binding upon the parties and their respective successors and assigns. There are no third party beneficiaries to this Agreement. Any required notice shall be deemed to have been made if mailed to your last known mailing address in CleanChoice Energy's records for your account. This Agreement will be governed by the laws of the Ohio without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of this Agreement will lie exclusively in Ohio. You agree to receive notices for contract renewal and changes to terms and conditions through electronic means, where permitted under applicable law.

Supplier Info

CleanChoice Energy
1055 Thomas Jefferson St NW #650
Washington, DC 20007
1-888-444-9452
support@cleanchoiceenergy.com
<https://cleanchoiceenergy.com>
<https://facebook.com/cleanchoiceenergy>
twitter: @cleanchoice

Commission Info

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215
800-686-7826
PUCO Certificate No. 13-702E(3)

Utility Info

Duke Energy
139 E. 4th St.
Cincinnati, OH 452024034
(513) 421-9500
www.duke-energy.com/ohio.asp