

**Clearview Energy – Ohio Sales Agreement and Terms of Service  
For Residential and Small Commercial Customers**

**Product Information Chart**

<b>Electric Product Name:</b>	ClearGreenGuarantee12
<b>Product Description:</b>	Fixed Kilowatt Rate Product
<b>Energy Type:</b>	Renewable Energy Product
<b>Agreement Term:</b>	12 month fixed rate term
<b>Monthly Base Charge:</b>	None
<b>Early Termination Fee:</b>	\$50.00

This Agreement is for electric generation service between Clearview Electric, Inc. dba Clearview Energy (“Clearview Energy”) and Customer. Customer and Plan information can be found in the Product Information Chart. The Product Information Chart is hereby made an integral part of the Agreement. Clearview Energy is certified as a Competitive Retail Electric Service (CRES) provider by the Public Utilities Commission of Ohio (“PUCO”) [Certificate # 16-1076E]. Clearview Energy establishes your electric supply rate. The PUCO regulates the distribution rates of your Electric Distribution Utility (“EDU”). The Federal Energy Regulatory Commission regulates transmission prices and services.

PLEASE READ THIS DOCUMENT CAREFULLY. This Agreement is the entire contract between the parties and supersedes any prior written or oral representations.

1. **Right of Rescission**

You may rescind this transaction within seven (7) calendar days following the postmark date on the electric utility’s confirmation notice. To rescind enrollment, please contact your EDU at the number provided in Contact Information. This Agreement is not legally binding until the rescission period has expired and you have not, directly or indirectly, rescinded your selection. The Customer is liable for all Clearview Energy charges until all Clearview Energy charges until the Customer returns to the EDU or another supplier.

2. **Price of Electricity**

The price in cents per kilowatt includes: electric generation supply, transmission, capacity charges, and renewable energy credits in the Independent System Operator’s (or equivalent’s) market; any

applicable state and/or local taxes; and a margin adder. The price of electricity may include a Monthly Base Charge as outlined in the Plan Information Box. Clearview Energy’s supply charges do not include any EDU charges applied to the Customer.

If Clearview Energy would like to propose a change to a fixed kilowatt rate product, you will be notified by the process described in Change of Terms. Fixed price products may change due to new or modified federal, state or local laws; or regulatory actions that impose new or modified fees. All pricing can be viewed at [www.ClearviewEnergy.com](http://www.ClearviewEnergy.com).

3. **Billing and Payment**

You will receive a single bill from your EDU that includes Clearview Energy’s generation supply charges as well as the EDU’s delivery charges. By the acceptance of this Agreement, you authorize the EDU to provide billing and payment information to Clearview Energy. Clearview Energy’s supply charges include the fee for electric generation service and transmission. This Agreement does not include EDU delivery charges. Clearview Energy does not offer budget billing options for the generation supply portion of your bill. However, you may be able to continue with budget billing on the EDU portion of your bill if the EDU allows.

The Customer will pay each invoice in full according to the EDU prescriptions. The Customer will continue to receive a single bill on a monthly basis. Customer payments remitted in response to a consolidated bill shall be pro-rated in accordance with procedures adopted by the PUCO. If the Customer fails to remit payment when due,

Clearview Energy reserves the right to terminate supply service and return you to your EDU after providing you with fourteen (14) days' notice.

For any payment sent directly to Clearview Energy, which is returned by your financial institution for any reason, Clearview Energy will charge \$20.00 for each payment transaction that is returned unpaid or not processed including: (1) returned checks, returned electronic fund transfers, and (3) any other form of dishonored payment. This charge will be reflected as NSF fee on your next bill, if applicable.

#### 4. Renewable Energy Product

Supports 100% green energy producers in the United States through the purchase of Renewable Energy Certificates equivalent to the power you consume.

#### 5. Terms of Renewal

The Agreement Term and Effective date can be found in the Product Information Chart. Upon expiration of your fixed term, your service will automatically continue under a Clearview Energy variable month-to-month renewal product for which rates may change at Clearview Energy's discretion outside of any applicable promotion. You will receive one (1) renewal notice forty-five (45) days prior to the renewal date. If you do not respond to the renewal notice, at its discretion, Clearview Energy may renew your account under the terms described in the renewal notice.

#### 6. Termination

If you terminate this Agreement prior to its expiration, you will be charged an Early Termination Fee. Your service will remain in effect until such time as the EDU completes the termination in accordance with its rules. However, you may terminate this Agreement without penalty as a result of relocation, disability that renders the customer of record unable to pay for Clearview Energy's service, or the customer of record's death.

Upon termination of this Agreement, a final bill will be rendered within twenty (20) days after the final scheduled meter reading or, if access is unavailable, an estimate of consumption will be used in the final bill which will be trued-up subsequent to the final

meter reading. Clearview Energy does not physically cut off electric service, only your EDU may do that. If Clearview Energy cancels this Agreement for any reason other than non-payment you will be mailed one (1) notice between forty-five (45) and ninety (90) days prior to your service being returned to the EDU's supply service.

#### 7. Switching Back

If you switch back to your utility company you may or may not be served under the same rate, terms, and conditions that apply to other customers served by the electric utility.

#### 8. Change in Terms

Changes to this Agreement will be provided to the customer in one (1) mailing between forty-five (45) and ninety (90) days prior to the effective date of the changes. Prior to implementation, Clearview Energy must receive affirmative consent from the customer.

#### 9. Dispute Resolution Process

If you have any questions or disputes regarding Clearview Energy's service, please contact Clearview Energy's customer service department at 1.800.746.4702 (toll free) from 9:30 a.m. to 6:30 p.m. EST weekdays, or email [CustomerService@ClearviewEnergy.com](mailto:CustomerService@ClearviewEnergy.com). 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 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 Customers' 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 [www.pickocc.org](http://www.pickocc.org).

#### 10. Remedies

Any claim under this Agreement must be brought within one (1) year after the cause of action arises,

or such claim or cause of action is barred, notwithstanding any state statute of limitation to the contrary. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. If a dispute arises out of or relates to this contract, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within thirty (30) days, then the parties shall submit to binding arbitration. The process shall be confidential based on terms acceptable to the mediator and/or arbitrator.

#### 11. Assignments

Customer may not assign its interests or delegate its obligations under this Agreement without the express written consent of Clearview Energy. Clearview Energy may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, or other entity as authorized by the PUCO.

#### 12. Severability

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

#### 13. Force Majeure

The term "Force Majeure" shall mean any cause not reasonably within the control of the party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, an act of God, natural disaster, an act of war, and any act or cause which is deemed a Force Majeure by the EDU or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party will give

immediate written notice, to the maximum extent practical, to the other party and not be held liable.

#### 14. Limitations of Liability

Liabilities not excused by Force Majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, special, exemplary, or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Clearview Energy. There are no third-party beneficiaries to this Agreement.

#### 15. Customer Information and Release Authorization

Throughout this Agreement, you authorize Clearview Energy or its agents to obtain and review information from credit-reporting agencies regarding your credit history and information from the EDU relating to you and your account that includes, but is not limited to: account name and number; billing history; payment history; rate classification; historical and future electricity usage; meter readings; and characteristics of electricity service. Clearview Energy is prohibited from disclosing your social security number and/or account numbers without your consent except for Clearview 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 your contract to another CRES provider. Clearview Energy reserves the right to reject your enrollment, or terminate this Agreement, in the event you rescind these authorizations.

You may request a copy of your payment history with Clearview Energy without charge, for up to twenty-four (24) months of history, twice within a twelve (12) month period.

#### 16. Power Outages and Emergencies

If you have any electrical emergency or power outage, please contact your EDU at the number provided in Contact Information.

## 17. Contact Information

CRES Provider: Clearview Electric, Inc.  
dba Clearview Energy  
P.O. Box 130659  
Dallas, TX 75313-0659  
1.800.746.4702  
Representatives available  
Monday – Friday  
9:30 a.m. – 6:30 p.m. EST  
[www.ClearviewEnergy.com](http://www.ClearviewEnergy.com)

Electric Distribution Utility: AEP Ohio  
P.O. Box 24401  
Canton, OH 44701  
Customer Service-1-800-672-2231  
Power Outage-1-800-672-2231  
[www.AEPOhio.com](http://www.AEPOhio.com)

Electric Distribution Utility: Dayton Power & Light  
P.O. Box 1247  
Dayton, OH 45401  
Customer Service-1-800-253-5801  
Power Outages- 1-877-468-8243  
[www.dpandl.com](http://www.dpandl.com)

Electric Distribution Utility: Duke Energy  
1000 E Main Street  
Plainfield, IN 46168  
Customer Service-1-800-544-6900  
Power Outages- 1-800-543-5599

Electric Distribution Utility: Ohio Edison  
P.O. Box 3637  
Akron, OH 44309-3637  
Customer Service-1-800-633-4766  
Power Outages-1-888-544-4877  
[https://www.firstenergycorp.com/ohio\\_edison.html](https://www.firstenergycorp.com/ohio_edison.html)

Electric Distribution Utility: Toledo Edison  
P.O. Box 3687  
Akron, OH 44309-3687  
Customer Service-1-800-447-3333  
Power Outages-1-888-544-4877  
[https://www.firstenergycorp.com/toledo\\_edison.html](https://www.firstenergycorp.com/toledo_edison.html)

Electric Distribution Utility: The Cleveland Illuminating  
P.O. Box 3638  
Akron, OH 44309-3638  
Customer Service-1-800-589-3101  
Power Outages-1-888-544-4877  
[https://www.firstenergycorp.com/illuminating\\_company.html](https://www.firstenergycorp.com/illuminating_company.html)

Public Utilities Commission:

Public Utility Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215  
1.800.686.7826  
[www.puco.ohio.gov](http://www.puco.ohio.gov)

Ohio Consumers Counsel (OCC):

1.877.742.5622  
[www.pickocc.org](http://www.pickocc.org)