

Product Information Chart

Product Name:	GreenValueAssurance6	Energy Type:	Renewable Energy Product - 100% of the energy provided under this agreement shall be derived from renewable resources as specified in this agreement. See Section 4 – Terms and Conditions.
Product Description:	A Month-to-Month Variable Kilowatt Rate Product Electric Variable Price shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Clearview Energy's costs, expenses and margins.		
Agreement Term:	Month-to-month Variable Kilowatt Rate Product		
Electric Supply Rate:	\$0.1649 per kilowatt hour		
Monthly Base Charge:	\$0.00	Early Termination Fee:	\$0.00
Guaranteed Savings:	None		
Renewal:	See renewal provisions in Section 5 – Terms of Renewal		
Rescission:	Customer may rescind this Agreement within three (3) business days after receipt by contacting Clearview Energy. This Agreement is not legally binding until the rescission period has expired and you have not, directly or indirectly, rescinded your selection.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 the Customer returns to the Utility or another supplier. Please see Consumer Protections in the "Your Rights as an Energy Services Company Consumer" document included in your Welcome Packet.		
Promotion:	A promotional variable rate product with a kilowatt rate and base fee assurance for the first six billing cycles with Clearview Energy listed as the electric supplier. Any utility bill processed after this period will receive Clearview Energy's standard variable kilowatt rate of \$0.2899/kWh.		

This Agreement is for electric supply 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 Plan Information Chart is hereby made an integral part of this Agreement. Clearview Energy is certified as an Energy Service Company by the New York State Public Service Commission ("PSC"). Clearview Energy establishes your electric supply rate. The PSC regulates the distribution rates of your Distribution Utility ("Utility"). 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** - Customer may rescind this Agreement within three (3) business days after receipt by contacting Clearview Energy. 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 the Customer returns to the Utility or another supplier. Please see Consumer Protections in "Your Rights as an Energy Services Company Consumer" document included in your Welcome Packet.
- 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 Product Information Box. Clearview Energy's supply charges do not include any Utility charges applied to the Customer. The price may be higher or lower than your utility's price in any particular month.
 - 2a. Fixed Kilowatt Rate Product** – 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. Clearview may elect to return your service to the utility standard offer at its discretion.
 - 2b. Month-to-month Variable Kilowatt Rate Product** – Outside of any promotional period, Clearview may request a rate increase at any time. If you do not consent, Clearview may return your service to the utility standard offer at its discretion.

All pricing can be viewed at www.ClearviewEnergy.com.

- 3. Billing and Payment** - This Agreement does not contain a prepayment requirement to receive service. You will receive a single bill from your Utility that includes Clearview Energy's electric supply charges as well as the Utility's delivery charges. By the acceptance of this Agreement, you hereby authorize the Utility to provide billing and payment information to Clearview Energy.

The Customer will pay each invoice in full within twenty (20) days of the invoice date or in the timeframe established by the Utility. Customer payments remitted in response to a consolidated bill shall be pro-rated in accordance with procedures adopted by the PSC. If the Customer fails to remit payment when due, Clearview Energy reserves the right to terminate supply services and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act. Failure to remit payment is considered a breach of this Agreement and the Customer may be liable to Clearview Energy for any applicable early termination fee no greater than \$100.00 if the remaining term is less than twelve (12) months and \$200.00 if the remaining term is greater than twelve (12) months.

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, (2) 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. Energy Products**

Renewable Energy Product – 100% of your electricity usage is matched by the generation of energy from renewable resources by retiring renewable energy certificates (RECs). RECs represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources that comply with the appropriate locational and delivery requirements. RECs will be purchased and retired to satisfy the percentage of renewable generation guaranteed by this agreement. The renewable mix provided under this agreement must be at least 50% greater than the applicable Renewable Energy Standard (RES) obligation for the current year. In order to satisfy the terms of this contract, RECs must be purchased from

eligible renewable generators through NYGATS; by purchasing Tier 1 RECs from NYSERDA; by procuring RECs from eligible renewable generators through bilateral contracts; by entering into bundled energy and REC purchase agreements with eligible renewable generators; or by making Alternative Compliance Payments to NYSERDA.

5. Terms of Renewal

5a. Fixed Kilowatt Rate Product – The Agreement Term and Effective date can be found in the Plan Information Chart. Upon expiration of your fixed term, your service will be returned to the Utility on its Standard Offer unless you affirmatively consent to a new Clearview plan. You will receive one (1) renewal notice between thirty (30) and sixty (60) days prior to the renewal date.

5b. Month-to-month Variable Kilowatt Rate Product – The Agreement Term and Effective date can be found in the Plan Information Chart. This Agreement shall commence for a one (1) month term (“Initial Term”) and shall be an evergreen contract with no end.

6. Termination

6a. Fixed Kilowatt Rate Product – 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 Utility 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.

6b. Month-to-month Variable Kilowatt Rate Product – This Agreement will remain in effect at Clearview Energy’s discretion or until you notify Clearview Energy of your desire to choose a fixed plan, or another provider. Customer may cancel this Agreement at any time by providing thirty (30) days’ notice to Clearview Energy at 1.800.746.4702. There is no penalty for cancellation of variable month-to-month products.

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 your electric service, only your Utility may do that. If Clearview Energy cancels this Agreement for any reason other than non-payment you will be mailed one (1) notice fifteen (15) days prior to your service being returned to the Utility’s supply service.

7. Consumer Protections. The services provided by Clearview Energy to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and other applicable requirements including the NYS Home Energy Fair Practices Act (HEFPA) (for residential customers). Clearview Energy will provide at least 15 days’ notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Clearview Energy, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting Clearview Energy at 1-800-746-4702 or the DPS at 1-800-342-3377 (General Helpline), or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza,

Albany, New York 12223, or through its website at: <http://www.dps.ny.gov>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728 (ESCO Hotline).

8. Change in Terms - Changes to this Agreement will be provided to the customer in one (1) mailing between thirty (30) and sixty (60) days prior to the effective date of the changes. All material changes must receive express consent from the Customer prior to implementation. Other changes may be implemented as described in the mailing.
9. Dispute Resolution Process - If you have any questions, disagreements, or billing disputes regarding Clearview Energy’s service, please contact Clearview Energy’s customer service department by telephone at 1.800.746.4702 or in writing at PO Box 130659, Dallas, TX 75313. The services provided by Clearview Energy are governed by the terms and conditions of this Agreement and HEFPA for residential customers. For consumer complaints that cannot be resolved with Clearview, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: <http://www.dps.ny.gov/complaints>; DPS Helpline at 1-800-342-3377 (M-F 8:30am – 4:00pm); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.
10. Remedies – Subject to HEFPA, 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 PSC.
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 Utility 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 Utility 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 will not provide or sell such information to any other party without your consent unless required to do so by law, or it is necessary to enforce the terms of this Agreement. Clearview Energy reserves the right to reject your enrollment, or terminate this Agreement, in the event you rescind these authorizations.
16. Power Outages and Emergencies - If you have any electrical emergency or power outage, please contact your Utility at the number provided in Contact Information.
17. Contact Information - Clearview Energy's representatives are available Monday through Friday from 9:30 a.m. to 6:30 p.m. EST at 1.800.746.4702. Please email CustomerService@ClearviewEnergy.com to contact Clearview Energy after hours.

Distribution Utility:

Rochester Gas & Electric Corporation (RGE)
89 East Avenue
Rochester, NY 14649
1.800.743.2110
www.rge.com

Public Service Commission:

New York State Public Service Commission
3 Empire State Plaza
Albany, NY 12223
1.800.342.3377
Esco Hotline: 1.888.697.7728
www.dps.ny.gov

Energy Service Company:

Clearview Electric, Inc.
dba Clearview Energy
P.O. Box 130659
Dallas, TX 75313-0659
1.800.746.4702
www.ClearviewEnergy.com

Distribution Utility:

Central Hudson Gas & Electric Corporation
284 South Avenue
Poughkeepsie, NY 12601
1.800.527.2714
www.cenhud.com

Distribution Utility:

National Grid
Long Island New York Customers:
1.800.490.0045
Metro New York Customers:
1.718.643.4050
Upstate New York Customers:
1.800.892.2345
www.nationalgridus.com

Distribution Utility:

New York State Electric and Gas Corporation (NYSEG)
P.O. Box 5240
Binghamton, NY 13902-5240
1.800.572.1111
www.nyseg.com

Distribution Utility:

Orange & Rockland Utilities, Inc.
390 W. Route 59
Spring Valley, NY 10977
1.877.434.4100
www.oru.com

