



AGREEMENT TO PURCHASE NATURAL GAS STARION SECURE PLAN – OHIO

Terms of Service

Background: Starion Energy NY, Inc. (“Starion”) is a certified retail natural gas supplier (“CRNGS”) certified by the Public Utilities Commission of Ohio (“PUCO”) to offer and supply natural gas and related services in the State of Ohio. Starion is not affiliated with the Natural Gas Company (“NGC”) or the PUCO. The prices that Starion charges its customers are not regulated by the PUCO.

- (1) **Agreement to Purchase Natural Gas:** These Terms of Service (“TOS”), together with the Third-Party Verification (“TPV”) and Written Contract Summary or Customer Enrollment Form, constitute the agreement between Starion and the customer (“you” or “Customer”), whereby Starion agrees to sell and supply natural gas service to the Customer, and the Customer agrees to purchase of and accepts natural gas service from Starion (the “Agreement”). This Agreement is contingent upon Customer providing complete and accurate information to Starion. Your NGC will continue to deliver natural gas to your home or business, read your meter and respond to service requests. The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Starion or the NGC’s delivery schedule.
- (2) **Price:** Starion Secure is a fixed rate plan. The price per Ccf for natural gas sold under this Agreement during the Initial Term will be the rate per Ccf as indicated in your TPV and/or Customer Enrollment Form and confirmed in your Written Contract Summary. Starion will calculate your supply charges each month by multiplying (i) your price of natural gas per Ccf by (ii) the amount of natural gas used by the Customer during the billing cycle. In addition, an Account Management Fee (“AMF”) may apply each month, as indicated in your TPV and/or Customer Enrollment Form and confirmed in your Written Contract Summary. The AMF is charged for customer database management, utility data reconciliation, energy procurement, and other operating costs as determined in Starion’s discretion. After the Initial Term, your price will be Variable with no price cap and determined each month based on Starion’s Variable Price Methodology. The Variable rate may change in response to market conditions, including such factors as energy market pricing and commodity, capacity, storage, balancing, and transportation costs, applicable taxes, transmission costs, utility charges, and other market price related factors, plus Starion’s costs and margins as determined in Starion’s discretion. You can find Starion’s current Variable price by calling 1-800-600-3040. Your price does not include any applicable state and local taxes or the NGC’s service and delivery charges. Starion does not represent any guarantee of savings under this Agreement. Your price may be higher or lower than the NGC during any given month.
- (3) **Term:** The Initial Term under this Agreement will be as indicated in your TPV and/or Customer Enrollment Form and confirmed in your written Contract Summary. Service under this Agreement shall commence as of the date your enrollment is deemed effective by your NGC based on your next available meter-read date after processing. After the Initial Term, service under this Agreement will continue on a variable month-to-month term. While receiving service on a month-to-month term, either you or Starion may terminate this Agreement without penalty.
- (4) **Renewal:** Starion will send you written notice regarding the pending expiration of your Initial Term between forty-five (45) and ninety (90) calendar days prior to the expiration date. Following the expiration of the Initial Term, your account will automatically renew in a month-to-month variable rate. Your service will continue at a month-to-month term until you either choose another Starion plan, or it is terminated by you or Starion and your NGC thereafter switches your account to its natural gas supply or another CRNGS chosen by you. ***Starion can renew this Agreement without the Customer’s affirmative consent even when there is a change in the rate or other terms and conditions.***
- (5) **Rescission:** Following enrollment you will receive a confirmation notice from your NGC regarding the transfer of service. You have the right to rescind this Agreement within seven (7) business days following the postmark date of the confirmation notice. To rescind, you must contact your NGC and may do so orally, electronically, or in writing.
- (6) **Notices:** All notices sent by Starion to Customer regarding service under this Agreement will be sent in the method chosen by the Customer at the time of enrollment. If Customer does not select an option or the selected method is unsuccessful, notices will revert to the default method and be sent by U.S. Mail.
- (7) **Billing and Payment:** You will continue to receive one monthly bill from your NGC for both natural gas supply service provided by Starion and the delivery and other services and charges provided by your NGC, each with taxes thereon. You will make payment for all of these services directly to your NGC in accordance with the billing intervals set by the NGC and you will be responsible for any late payment fees charged by your NGC. Customer’s failure to pay or meet any agreed-upon payment arrangements may result in the customer being disconnected in accordance with the NGC’s tariff. Starion may terminate this Agreement on at least fourteen calendar days’ notice to you in the event you fail to pay the bill or meet any agreed-upon payment arrangements. Starion does not offer budget billing for the natural gas supply portion of the bill. Customer affirms Customer is **not** currently in arrears with the NGC or enrolled in the Percentage of Income Payment Program (PIPP) or other arrearage crediting program. You have the right to request from Starion, twice within a twelve-month period, up to twenty-four months of your payment history, without charge.
- (8) **Termination by Customer:** Under the Starion Secure Plan, you may cancel this Agreement at any time by contacting Starion at 1-800-600-3040, Monday through Friday, 9:00AM-5:00PM EST. You may also cancel by e-mail to cancel@starionenergy.com or by writing to Starion Energy, P.O. Box 845, Middlebury, CT 06762. If you effectively cancel service under this Agreement during the Initial Term, you will be assessed an Early Termination Fee of \$100 unless otherwise stated in writing. The effective date of termination will occur on the next applicable meter-read date as determined by the NGC and set forth in the NGC’s tariff and applicable Ohio law. This Agreement may be terminated without penalty upon Customer’s relocation to a different NGC territory or to an area where Starion charges a different price. If you terminate this Agreement, you will be returned to the NGC unless you

choose another CRNGS. Upon termination, if Customer returns to natural gas supply service provided by the NGC, the Customer may or may not be served under the same rates, terms and conditions that apply to other customers served by the NGC.

- (9) **Termination by Starion:** Starion reserves the right to terminate this Agreement for any reason upon at least 45 calendar days', but no more than 90 days' advance written notice to you at the Service Address you provided. If Starion terminates this Agreement early, Customer may be returned to the NGC unless Customer chooses another CRNGS, with no early termination fee. The effective termination date will be on the next applicable meter read date after the 45-day period has expired as set forth in the NGC's tariff and applicable Ohio law.
- (10) **Cancellation of Existing Service:** If you presently purchase your natural gas service from another CRNGS, you are responsible for cancelling that service pursuant to the terms of your contract/agreement with your existing CRNGS. Your existing CRNGS and/or your NGC may charge switching fees to the Customer, which the Customer will be liable for, if applicable.
- (11) **Privacy Policy and Customer Information Release Authorization:** By entering into this Agreement, you agree that your NGC may release to Starion, and Starion may obtain, information needed to provide service to you, including your address, account number(s), billing and payment history, credit information, historical and future natural gas usage and peak natural gas demand, meter readings, and characteristics of natural gas service. Starion will not give or sell your personal information without your consent unless required to do so by law or if necessary to enforce the terms of this Agreement. Starion is prohibited from disclosing Customer's SSN and/or account number(s) without the Customer's consent except for (i) Starion's own collections and credit reporting; (ii) in accordance with 4901:1-28-04 and 4901:1-29-09 of the Ohio Admin. Code; or (iv) assigning this Agreement to another CRNGS.
- (12) **Representations and Warranties:** Starion makes no representations or warranties other than those expressly set forth in this Agreement, and Starion expressly disclaims all other warranties, express or implied. Starion does not represent any guarantee of savings under this Agreement.
- (13) **Limitation of Liability:** Starion's liability in connection with this Agreement, including without limitation any alleged liability for Early Termination by Starion as explained above, shall not exceed the amount of your largest monthly invoice for natural gas service during the twelve (12) months immediately preceding termination of this Agreement. In no event shall either party be liable to the other for any indirect, special, consequential (including lost profits or revenue), incidental, indirect or punitive damages for claims arising under this Agreement.
- (14) **Binding Effects, Agency, Assignment:** This Agreement shall extend to and be binding upon Starion's and Customer's respective successors and permitted assigns; provided, however, that Customer may not assign this Agreement without Starion's prior written consent, and any purported assignment without such consent shall be void. You appoint us as your agent to provide retail natural gas service, including the related services appropriate to provide that service to you. Starion may assign its rights and obligations under this Agreement to an affiliate of Starion or to another CRNGS licensed to do business in Ohio, in whole or in part, in which case Starion will provide Customer any notice required by law.
- (15) **Force Majeure:** Performance of any obligation required by this Agreement shall be suspended if compliance is prevented by an Act of God, strike, fire, war, civil disturbance, embargo, explosion, breakage or accident to machinery or lines of pipe; repairing or altering machinery or lines of pipe; freezing of wells or lines of pipe; by federal, state or local law, rule, order or regulation or by any other cause reasonably beyond the control of a party. Any party claiming such interference with the performance of its obligations hereunder shall provide notice to the other party, specifying the cause of such interference. A party shall not be required by this paragraph to settle a labor dispute with its own employees on terms it deems unfavorable.
- (16) **Dispute Resolution:** In the event of a dispute or disagreement involving Starion's services, you and Starion agree to use our best efforts to resolve the dispute. To discuss your dispute, please contact Starion Customer Service by telephone at 1-800-600-3040, or by email at info@starionenergy.com, or by letter mailed to Starion Energy, P.O. Box 845, Middlebury, CT 06762. Starion's Customer Service is available Monday through Friday from 9:00AM to 5:00PM, EST. Starion will try to resolve any customer inquiry or dispute fairly and in an efficient and timely manner. If your complaint is not resolved after you have called Starion and/or your NGC, 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 PUCO. The OCC can be contacted at 877-742-5622 (toll-free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.
- (17) **Emergencies and Interruptions of Service:** If Customer smells gas immediately call the Natural Gas Company at its emergency number and contact local emergency personnel. Customer should contact the NGC for all service interruptions.
- (18) **Other Provisions:** This Agreement sets forth the entire agreement between you and Starion for the purchase and sale of natural gas supply service and supersedes all prior agreements, either written or oral. Nothing in this Agreement shall create or be construed as creating any express or implied rights in any person or entity other than you and Starion. Electronic acceptance of the terms is an agreement to initiate service and begin enrollment. By executing this Agreement, the Customer represents and warrants that he or she is the necessary authority to execute this Agreement. This Agreement is subject to all applicable statutes and to all present and future orders, rules and regulations of governmental authorities having jurisdiction over the subject matter hereof. This Agreement shall be governed by Ohio law.
- (19) **Contact Information:**
STARION ENERGY: P.O. Box 845, Middlebury, CT 06762 www.starionenergy.com
Toll-Free Customer Service Line: 1-800-600-3040 (Monday through Friday, 9:00AM-5:00PM EST).
In the event of an emergency such as a gas leak, contact your Natural Gas Company.
Duke Energy – Emergencies: 800-634-4300; General: 800-544-6900; P.O. Box 1326, Charlotte, NC 28201; duke-energy.com/ohio