

IDT ENERGY, Inc. Terms and Conditions

- 1. SCOPE.** These terms and conditions apply to the purchase by you (also referred to here as "Customer") and sale by IDT Energy of electricity and/or natural gas as specified herein.
- 2. AGENCY.** Customer designates IDT Energy as its agent for receiving customer billing information from local distribution company (LDC), and for procuring and scheduling the transmission and ancillary services necessary to deliver electricity and/or natural gas purchased by you to LDC system.
- 3. RATES.** Variable Price: The variable price for all electricity and natural gas sold under this Agreement and based upon electricity and natural gas market pricing, transportation or transmission, and other market and business price related factors. This price may be higher or lower than LDC's price in any particular month. IDT Energy may change its pricing methodology upon 30 days' notice to Customer. Introductory Price: For those customers enrolled by LDCs in a referral program, the price for electricity and natural gas sold under this Agreement for the first 2 months of service is offered at a 7% discount to the LDC's price. After the first 2 months of service, service is offered at the Variable Price. Renewable Energy Price: For those customers who select the renewable energy option, the variable price that supports the generation of electricity from water, wind and/or biomass. The Renewable Energy Price will be higher than the Variable Price. IDT Energy reserves the right to modify its renewable energy blend and delivery practices consistent with New York State law.
- 4. BILLING AND PAYMENT.** You will normally receive one bill each month issued by LDC, or by IDT Energy if directed by you or LDC. Unless otherwise provided herein, payment terms are governed by the terms of LDC's tariff if LDC issues the bill. If IDT Energy issues the bill, payment of the full amount billed is due 25 days after the date the bill is mailed. Late payments or partial payment balances will be subject to collection fees and/or reasonable attorneys' fees and court costs, as allowed by law. All accounts, which are overdue may be referred to a collection agency consistent with New York Law. Your bill will be based on scheduled meter readings and/or estimates provided by LDC. The parties agree to accept, for purposes of accounting for electricity and natural gas delivered under this Agreement, the quantity, quality, and measurement determined by LDC. A twenty-dollar (\$20) fee will be charged for all returned checks.
- 5. TITLE AND TAXES.** Under this Agreement, title to the electricity shall pass from IDT Energy to you prior to delivery to LDC, and title to gas shall pass from us to you prior to delivery to New York State. Our price does not include sale taxes that may apply, and these taxes generally will appear as a separate item on your bill. You shall reimburse IDT Energy for sales or other taxes, however designated, imposed with respect to the sale or transportation of electricity and/or natural gas unless, prior to execution of this Agreement, you have given us a valid tax exemption certificate(s).
- 6. TERM; TERMINATION.** Unless otherwise agreed, this Agreement shall be month-to-month and shall continue until either party provides at least fifteen (15) calendar days' notice of its intent to cancel and until LDC completes the termination in accordance with its rules. If notice of cancellation is not given at least 15 days prior to the next scheduled meter reading, the customer may request a special meter reading, which is typically subject to a service charge.
- 7. ASSIGNMENT.** Upon 30 days' advance notice, IDT Energy may assign or transfer its rights or obligations under this Agreement. You may not assign or transfer your rights or obligations under this Agreement.
- 8. CHOICE OF LAW.** This Agreement shall be construed in accordance with and be governed by the laws of the State of New York without regard to the conflicts of law provisions thereof.
- 9. NO WARRANTIES. THERE ARE NO WARRANTIES OR REPRESENTATIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND NO OTHERS SHALL BE HONORED.** Should any part of this Agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portion of this Agreement, which shall remain in full force and effect as if the part determined to be invalid had not been contained herein at the time of the execution of this Agreement. If at some future date there is a change in any law, rule, or regulation whereby IDT Energy is prevented, prohibited or frustrated from carrying out the terms of the Agreement, then, at the sole discretion of IDT Energy, this Agreement may be cancelled. If, at some future date, there is a change in a federal or state approved tariff affecting IDT Energy's costs to purchase electricity and/or natural gas required to provide your service, then, at the sole discretion of IDT Energy, this Agreement may be modified to reflect those costs.
- 10. FORCE MAJEURE.** Except as otherwise set forth herein, Force Majeure is the only excuse for non-performance and all other excuses (at law or in equity) are waived. Except for payment obligations, a Force Majeure event will, upon notice, excuse both parties' performance during the event. "Force Majeure" means those events not reasonably anticipated on the effective date hereof and outside the control of the claiming party and include Force Majeure events associated with LDC or the commodity supplier or others used to deliver electricity and/or natural gas to Customer's residence.
- 11. LIMITATION OF LIABILITY. IN NO EVENT SHALL IDT ENERGY OR CUSTOMER BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, WHETHER OR NOT IDT ENERGY OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IDT ENERGY'S LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDIES AGAINST IDT ENERGY, FOR ANY DAMAGES CAUSED BY ANY SERVICE OUTAGE, DEFECT OR FAILURE SHALL BE THE TERMINATION PROVISIONS SET FORTH ABOVE IN SECTION 6. IDT ENERGY'S LIABILITY FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR THIS AGREEMENT, IF NOT OTHERWISE LIMITED BY ANOTHER PROVISION OF THIS AGREEMENT, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY 12-MONTH PERIOD, THE TOTAL NET PAYMENTS MADE BY CUSTOMER FOR THE APPLICABLE SERVICE DURING THE 12 MONTH'S PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED).**
- 12. INDEMNIFICATION.** Customer is responsible for and will indemnify IDT Energy against any and all liabilities resulting from Customer's failure to fully comply with this Agreement, and damage or injury caused by the electricity and/or natural gas after its delivery to the Customer's residence.
- 13. DISPUTES.** Customer agrees first to contact IDT Energy in writing and attempt to resolve all billing disputes or service problems directly. Both Customer and IDT Energy shall try in good faith to resolve any dispute. If the dispute cannot be resolved within ninety (90) days of written notice of the existence of the dispute, either party may submit the dispute to small claims court or any other court of competent jurisdiction. The New York State Public Service Commission (NYPSC) monitors complaints against ESCOs (energy service companies), including IDT Energy. If a residential dispute is not resolved within 45 days, it may also be submitted by either party to the NYPSC for resolution pursuant to its Complaint Handling Procedures. Customer may contact NYPSC at 1-888-697-7728; in writing at: NYPSC, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us. The NYPSC does not resolve non-residential disputes. Non-residential disputes regarding transmission, distribution, power outages and bills from LDC should be directed to LDC.
- 14. NOTICE TO CUSTOMERS. YOU MAY CANCEL THIS AGREEMENT WITHIN 3 BUSINESS DAYS AFTER ITS RECEIPT.** A substantive change to this Agreement, other than a change of price pursuant to proper notice, requires Customer's consent pursuant to NYPSC order. Your LDC's transmission and distribution functions will continue to be regulated by the NYPSC. Electric and natural gas service may be disconnected only by LDC and only in compliance with rules set by the NYPSC. In the event of failure to pay IDT Energy for electricity and/or natural gas provided to you, IDT Energy may terminate the business relationship between us and service may be disconnected by LDC at the request of IDT Energy. Residential services are further governed by the rules of the LDC, the NYPSC's Uniform Business Practices and the Home Energy Fair Practices Act.
- 15. IDT ENERGY CONTACT INFORMATION.** Any questions regarding these terms and conditions or your service with IDT Energy should be directed to us at IDT Energy, Inc., 520 Broad Street, Newark, New Jersey 07102, or at 1-877-887-6866.