

JUST ENERGY AC FILTER AGREEMENT

Just Energy is referred to in this AC Filter Agreement as "Company". The Customer, also referred to as "you" and "your", is responsible for ensuring the accuracy of the information set out below.

AC Filter Subscription: Customer shall receive 2 AC Filters, delivered to the service address on file, every 3 months.

AC Filter Size: The Company will email Customer a form to fill out to collect AC filter sizes. Customer must fill out all information required on the form and submit. If Company does not receive AC Filter Sizes, the Filters will not be delivered. Customer can also call the phone # listed above to provide Filter sizes.

AC Filter Delivery: The AC Filters will be shipped to the Service Address on file. To change delivery address, please call the phone # at the top. The first Filters will be shipped within 2-4 weeks.

AC Filter Grade: Company will ship Merv 10 Grade AC Filters as part of this Subscription.

Charges: There is no charge for choosing an AC Filter Subscription as part of your contract. There will be no separate charges nor any increase in charges on your monthly electricity bill.

Term: The subscription is valid through the duration of your fixed contract term. After your term ends, your subscription will automatically expire. You will not be re-enrolled at the end of your term, and no charges will appear on your bill. To continue subscription at the end of your current fixed term, please call 1-877-240-3931 and your options will be presented to you.

Cancelation: You can cancel at any time by calling 1-877-240-3931. There is no fee for canceling.

Filter Size Changes: You may make changes to your filter size, by contacting us using the information at the top of this page. Requests for changes received after an order has been processed may not take effect until the following shipment.

Refunds and Exchanges: Refunds are not applicable with this Subscription. You may not exchange the Filters for other items or cash.

Warranty: WITH RESPECT TO FILTERS, WE DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: THE MAXIMUM LIABILITY BY US TO YOU RELATED TO YOUR FILTERS IS \$50.00. WE ARE NOT LIABLE FOR ANY INCIDENTAL CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS FILTER AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE, OR OTHER ACTIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Governing Law: The laws of the State of Texas govern theses filter terms and conditions.

Miscellaneous: These terms and conditions can only be amended if agreed to by us in a written notice or recorded telephone call with you with a specific reference to these terms and conditions. If a part of these terms and conditions is deemed unenforceable, for any reason, we can make the minimal changes for it to be legal and enforceable. No delay by us to exercise our rights under these terms and conditions will constitute a waiver of our rights. No waiver of a breach by you shall be interpreted as a waiver of any other breach.