

# JUST ENERGY NATURAL GAS SERVICE

## General Terms and Conditions Residential Fixed Rate Plan

**1. Key Defined Terms. Agreement:** Collectively, this Natural Gas Price General Terms and Conditions together with the LOA, Confirmation or Welcome Letter and, if applicable, any attached schedule, as well as the recorded verification phone call constitutes your entire Agreement with Just Energy Solutions, Inc. **Just Energy:** Just Energy Solutions Inc., ("Just Energy"); also referred to as "we", "our" and "us". **CPUC:** California Public Utilities Commission. **End Date:** The date we no longer provide gas service under this Agreement, **Energy Charge:** The total monthly or per therm cost of supplying gas to your home, including the cost of JustGreen and/or Energy Efficiency products and additional service provided by Just Energy, if applicable. **Gas Supply:** the natural gas commodity Just Energy supplies to your Location(s) under this Agreement. **JustGreen:** our green energy product option for natural gas. **JustGreen Charge:** the charge, expressed in cents per therm or a flat fee included as part of your monthly supply charge, which cost depends on the level of JustGreen you select. **LOA:** Letter of Authorization. **Location:** each Gas account listed on the Customer Agreement (and on any attached schedule), relating to your premise(s) for service, or replacement thereof, is a separate "Location" bound by this Agreement. **Price:** as set out in the LOA, the Confirmation or Welcome Letter as the Natural Gas Price, as applicable. **Residential Customer :** Retail customers (account holder) that are primarily end users consuming natural gas at the customer's place of residence for personal, family or household purposes and who are not resellers of natural gas, also referred to as "I", "my", "you", and "your". **Start Date:** The date gas service begins with Just Energy. **Utility:** your local distribution and transportation Utility; Pacific Gas and Electric (PG&E) or Southern California Gas Company (SoCalGas).

**2. Notice and Details of Appointment of Agent.** You give us the exclusive right to act as agent on your behalf in making all supply and delivery arrangements with its Utility and others in order to provide your full Gas requirements to the Location (and authorize Just Energy to notify the Utility of same). This may include, but is not limited to, coordinating with the Utility for transportation, distribution, and delivery of Gas, and negotiating, entering, performing, amending, and terminating agreements and/or obligations relating to the supply of Gas. You agree, now and throughout the Term, that you: (a) are not, and will not be, bound by an agreement for your Location with an Gas supplier other than Just Energy; and (b) will not cancel or modify our appointment as your exclusive agent.

**3. Acceptance, Verification.** This Agreement is conditional upon acceptance by us. Just Energy's acceptance is at its sole discretion and depends, in part, on whether: (a) the Utility accepts and implements our request to enroll you into the Utility's Choice program; (b) we can verify the accuracy of your information by recorded telephone call, website remittance (or other means acceptable to us); (c) Just Energy's review and approval of your creditworthiness; and (d) you are not already enrolled with Just Energy (existing customers should contact Customer Service). If all conditions are met, or otherwise waived by us, we will supply Gas to your Location for the prescribed Term. You consent to the recording of phone calls related to this Agreement. We reserve the right to require you to provide collateral, including, a security deposit, letter of credit, or a guarantee deemed acceptable to Just Energy, prior to our acceptance of this Agreement or during the term of this Agreement. If you are unable to meet the Credit Requirements, we may require a deposit prior to implementing this Agreement. We may also require a deposit from you during the Term if during the previous 12 months of service under this Agreement you (a) were late in paying a bill more than once; or (b) had your service disconnected for nonpayment. We may require you to pay an additional deposit if within the previous 12 months (i) your average bills are at least twice the amount of the original estimated annual billing; and (ii) a disconnection notice has been issued to you. The total of all deposits will not exceed the greater of the sum of the next two months estimated billings. Estimated annual billings may be based on an estimate of average usage for your customer class. After 12 months of service, you may request that the deposit amount be recalculated based on your actual usage. We will refund your deposit by a bill credit when you have paid bills for 12 consecutive months with no late payments.

**4. Term.** The "Term" for this Agreement is disclosed within your LOA Form or your Confirmation or Welcome Letter and begins on the "Start Date" and expires on the "End Date". The term length is disclosed within your welcome letter. **Start Date:** Just Energy's first day of Gas supply to the Location under this Agreement. If the Location is not already enrolled under an existing agreement with us, then the Start Date will be between 15 and 120 days of the signing date of this Agreement. If the Location is currently enrolled under an existing agreement with Just Energy, the Start Date is the day following the end of the Customer's current agreement with Just Energy. The Start Date may be delayed (for reasons such as the Agreement being improperly completed, not submitted to Just Energy, not implemented by the Utility, etc.). **End Date:** Our last day of Gas supply to the Location under this Agreement. At the end of the Term, it may take up to 30 days or more to complete your switch back to the Utility or other supplier, during which time you remain responsible for all Just Energy charges.

**5. Renewal.** Subject to California Law, we can renew this Agreement with new or revised terms. We will send you written notice at least 30 days before the end of the existing Term. The notice will specify the date by which you must advise Just Energy that you do not want to renew. If you do not advise us by the specified date, this Agreement will automatically renew in accordance with the notice or alternatively, we reserve the right to supply you on a month-to-month term at a monthly variable rate at the end of your existing term. That rate will be based on current wholesale prices and fluctuates on a monthly basis. At that time you may cancel without Exit Fees.

**6. JustGreen Product Option.** For the JustGreen product participation level you select, we will purchase and retire verified emissions reductions,

allowances or instruments ("carbon credits") to offset 50% or 100% worth of your natural gas consumption. You can request to change participation level at any time, so long as you are not in breach of this Agreement at the time of the request. We can suspend or discontinue JustGreen at any time (you will then stop paying for it but the rest of this Agreement will remain in effect). Carbon credits that we purchase and retire on your behalf will remain our legal property. Depending on your Utility, JustGreen-related charges may appear as a separate line item on your bill or be included in the Energy Charge. Sources at our discretion; and (c) remain our legal property. Depending on your Utility, JustGreen-related charges may appear as a separate line item on your bill or be included in the Energy Charge.

**7. Charges under this Agreement.** We will supply your Location with Gas. You will pay the fixed price per therm and JustGreen as applicable for the full term as disclosed within your LOA Form, Confirmation or Welcome Letter. You agree to pay all related charge(s) plus taxes and surcharges. (a) **Natural Gas Charge.** The Natural Gas Charge is the product of your metered Gas consumption in therms and the Natural Gas Price. (b) **JustGreen.** You will pay the JustGreen Charge for your any JustGreen product you select. (c) **Service Fee.** If this Agreement is for a fixed or variable rate product, you will be charged a small monthly service fee as disclosed within you LOA form, Confirmation or Welcome Letter. (d) **Utility Charges.** You will pay all Utility pass-through charges and/or delivery charges billed to you either by Just Energy or the Utility. (e) **Taxes.** You shall pay any applicable surcharges and lawful local city and state taxes whether direct or indirect, relating to the sale, purchase or delivery of Gas (and whether in effect as of the effective date of this Agreement or thereafter). If you are exempt from state/local sales tax, you shall provide us with proof of such status within 10 days of having signed this Agreement or if you entered this Agreement by phone, within 10 days of the date listed in the package you received by email or mail. Otherwise, until you provide such proof, we are not required to recognize any exemption and will not be required to refund or credit previously paid taxes. You will defend, indemnify and hold Just Energy harmless for all taxes-related obligations under this Agreement.

**8. Billing, Payment.** You will be billed according to the bill option presented within the LOA Form, Confirmation or Welcome Letter. (We reserve the right to bill you under utility consolidated billing, which would result in one bill from the Utility including both our and the Utility's charges or under separate billing where you will receive one bill from us and a separate bill from the Utility.) Invoices from Just Energy will be due and payable 20 days after the date the bill is mailed or posted electronically. Late payments or partial payments will accrue a late payment fee of 1.5%. We reserve the right to estimate your bill. You shall pay all invoiced sums when due, including late payment fees on uncontested past due amounts. A history of late payments may be reason for cancellation of this Agreement together with Exit Fees, and possible referral to a collection agent. You shall pay Just Energy's reasonable fees and costs associated with the collection of amounts owed you to us, including, but not limited to, collection fees, attorney fees and other legal expenses. Non-payment of your natural gas bill may result in disconnection of service. Except as otherwise required by Governing Law or as set out herein, we do not offer refunds.

**9. Measurement.** The Utility will determine the amount of Gas supplied to the Location, generally using meters installed and maintained by the Utility in accordance with CPUC approved methods. You and we accept for the purposes of accounting for Gas delivered under this Agreement, the quantity, quality, and measurement determined by the Utility. We assume no liability for errors in measurement and shall be entitled to revise any bill, if necessary, to account for any errors or reassessment made by the Utility in connection with the quantity of Gas usage. You understand that Just Energy will not rebate or refund the Customer for billings based in any part on estimated Gas usage (only a forward credit will appear on the bill).

**10. Ending this Agreement Early, Breach.** You have the right to cancel this Agreement for Gas service until midnight of the third federal business day after the day you signed the LOA Form. If no LOA is signed, you have the right to cancel this Agreement for Gas service until midnight of the third federal business day after the third party verification or until midnight of the fifth business day after the mailing or provisioning of this Agreement, whichever is later. No fee or penalty may be imposed against you for exercising your right to cancel within this time period. If this Agreement is cancelled after the cancellation period and ends early, for any reason, you must still pay all amounts charged up to the early end date. We can end this Agreement, at no cost to us, if: (a) required/allowed by Governing Law; (b) the Utility is unable to service the Location; (c) a legislative or regulatory change materially alters our ability to profitably perform this Agreement; (d) you move; or (e) you fall into "Breach". You will be in Breach if, at any time during the Term, you: (a) change your supplier to the Utility or another natural gas marketer; (b) withdraw our authority to obtain and use information necessary to perform this Agreement; (c) fail to make timely payment of any amount due hereunder; or (d) otherwise fail to fully comply with the terms and conditions of this Agreement or the Utility's rules in relation to this Agreement. This Agreement shall be deemed terminated at no cost and without liability or damages to either party if: (a) we do not commence supply of Gas within 12 months of the date that you signed this Agreement, for whatever reason, and you have not contacted us to implement same; or (b) this Agreement is unable to be implemented for reasons beyond our control.

**11. Exit Fees.** In order for Just Energy to be able to supply Gas to its customers, we enter into long term supply arrangements with suppliers of Gas to meet the forecasted consumption of our customers. You have a 3 day right to completely cancel this Agreement. In addition, you may cancel at any time with no exit fee if you contact Just Energy directly to cancel. If you cancel through your Utility or by switching to another provider supplier after 30 days of your first bill, you will be charged an exit fee as disclosed within your LOA Form, your Confirmation or Welcome Letter.

**12. Suspension of Utility Service.** In the event of non-payment when due of all invoiced sums authorized under this Agreement, Gas supply and/ or distribution service may be suspended, disconnected or terminated by the Utility and/or Just Energy. You will be given at least 15 calendar days' prior notice. You give us the option to re-enroll the Customer on this Agreement upon re-connection.

**13. Credit Requirements.** We may require you to demonstrate and maintain satisfactory credit as a condition of providing service under this Agreement, and you authorize us to access and use information about you to review your credit history.

**14. Customer Information.** You authorize us for the duration of the Term, to access use and update information about you (including contact, billing and credit history, and consumption information), and to obtain it from and provide it to your Utility, credit reporting agencies, and our business partners and service providers. You may cancel our right to obtain or use your information at any time but, if you do, we will have the right to end this Agreement. We will use your information to perform our obligations (including to establish and collect money for your account, supply you with natural Gas, meet our contractual obligations with others, for law enforcement purposes, to comply with Governing Law and to collect past due amounts) and to communicate with you about other products and services offered by Just Energy and our affiliates and business partners.

**15. Representations.** As a material inducement to entering into this Agreement, each party, with respect to itself, represents and warrants to the other party that it has the power and the authority to enter into, and perform its obligations under, this Agreement; and, each party accepts this Agreement to be a legal, valid and binding obligation of such party enforceable against it in accordance with its terms. You further covenant that you: (a) shall provide us with all necessary physical access and information required to implement this Agreement; (b) shall abide by the rules of the Utility; (c) have made your own independent decision to enter into this Agreement based solely upon your own judgment and upon advice from such advisers as it has deemed necessary; and (d) agree no communication (written or oral) received from Just Energy or its affiliates (or its respective representatives) will be deemed to be an assurance or guarantee as to the expected results of this Agreement.

**16. Indemnification.** We will arrange for the Utility to deliver Gas to the facility/meter(s) associated with the Location (the "Delivery Point"). From and after the Delivery Point, you agree to defend, indemnify and hold Just Energy harmless from any and all claims (including claims for personal injury, death, or property damage), losses, expenses (including attorneys' fees), damages, suits, causes of action and judgments of any kind related to Just Energy's duties and obligations hereunder. You agree that we shall not be liable for matters within the control of the Utility controlled pipelines (including, by way of example only, maintenance of the distribution system, gas pipelines, service interruptions, loss, deterioration or termination of service, or meter readings) or any damages claimed to have been incurred due to any act or omission of Just Energy, where such act or omission is due in whole or in part to any event or circumstance beyond its reasonable control (including, by way of example only, labor problems, severe weather or economic conditions, failure of Just Energy's actual or notional supply, or 'acts of God'). Each party shall use commercially reasonable efforts to mitigate damages.

**17. Limitation of Liability.** Notwithstanding any other provision in this Agreement, in no event will Just Energy or any of its affiliated companies be liable for any consequential, exemplary, special, incidental or punitive damages, including, without limitation, lost opportunities or lost profits, even if Just Energy has been advised of the possibility of such damages. Our liability related to this Agreement, whether arising under breach of contract, tort and strict liability or otherwise, is limited to direct actual damages as the sole remedy and all other remedies or damages are expressly waived.

**18. Dispute Resolution.** You may contact us in regards to a concern or dispute under this Agreement. If you have a billing-related or service-related dispute with us you may complain directly to us by contacting our Customer Service. We will do our best to resolve any issues. Please contact our Customer Service Department. If Customer Service is unable to assist please refer to the CPUC.

**How to Contact Just Energy**

**Telephone: 1-866.587.8674, Weekdays 9 AM to 8 PM,  
Sat 9 AM to 6 PM, PST**

**By Email: [customersupport@justenergy.com](mailto:customersupport@justenergy.com)**

**By Mail: Just Energy P.O. Box 460008**

**Houston, TX 77056**

**Website: [www.JustEnergy.Com](http://www.JustEnergy.Com)**

**19. Amendments.** We may amend this Agreement by sending you notice. Unless required under Governing Law (including, for example, a Utility tariff change or CPUC order), you will have 30 days to reject the amendment. We will not amend the Term or Price without your consent however, if any law, order or regulation is passed, modified, implemented or interpreted by judicial or regulatory order or legislative enactment under Governing Law, which creates additional costs (or credits) not currently included in the Price, then we shall be entitled to pass through such incremental charge (or credit) to you.

**20. Assignment /Cancellation.** If this Agreement ends early, for any reason, you must still pay all amounts charged to you, including applicable Exit Fees up to the early End Date. **Your Right to Cancel:** You have a three-day right of rescission following the receipt of this Agreement at the time of initiating service or when informed of a change in your Agreement. You may cancel in writing or electronically by contacting our Customer Service department. **Our Right to Cancel:** We can end this Agreement, at no cost to us, if: (i) required/allowed by law; (ii) the utility is unable to service your Location; (iii) a legislative or regulatory change materially alters our ability to profitably perform this Agreement; (iv) you move; or (v) you fall into "Default" or service is disconnected for non-payment. You will be given 15 calendar days prior notice. You will be in Default if you (a) breach a term of this Agreement or your local utility's rules; or (b) switch to another natural gas service provider. Automatic Termination: This Agreement will automatically terminate if: (a) the requested service location is not served by the local utility; or (b) you move outside that utility's service area to an area not served by us.

**21. Moves.** You will provide us with 45 days prior notice before moving or changing your Location (each, a "move"). Upon you moving to a new Location, we may, in our sole discretion: (a) end this Agreement; or (b) apply this Agreement to your new Location. If the latter, then: (i) your new Location will be a Location bound by this Agreement; (ii) we are authorized to deal with your Utility in this regard; and (iii) if Governing Law requires you to provide us with additional written authorization at the time of the move, you will have the option of providing it to us or paying the Exit Fees.

**22. Inability to Perform.** You accept that certain events beyond the control of Just Energy, including force majeure events declared by our direct or indirect suppliers, may affect our ability to supply Gas at the agreed upon Price. If this happens, we may at our sole discretion, without liability: (a) temporarily supply them to you at the market price available to us; or (b) suspend this Agreement until as soon as we are reasonably able to resume performance. This Agreement will otherwise remain in full effect. "Force majeure" means those events not reasonably anticipated on the effective date of this Agreement and beyond the control of Just Energy including events associated with the Utility, the commodity supplier or others used to deliver Gas to the Location, curtailment or disruption by the Utility, the commodity supplier or the Utility's appropriation of Gas.

**23. Notice, Correspondence.** We will send written notices and any other correspondence relating to this Agreement to your billing address, as listed on the Customer Agreement. When providing us with written notice, you shall send it to Just Energy's address, as listed on the Customer Agreement, to the attention of "Customer Service Manager". You shall send it in a manner by which you will be able to give proof of delivery, upon request. Either party can change its address for receiving notices by notifying the other pursuant to this paragraph. You give us permission to deliver prerecorded phone messages to you concerning your account. You may opt out of receiving prerecorded phone messages by contacting our Customer Service Department. If a change in Governing Law necessitates that a group of customers be provided with a general notice, we reserve the discretion to provide such notice by posting it on its website at [JustEnergy.com](http://JustEnergy.com).

**24. Governing Law.** The laws of the State of California govern this Agreement. If a provision of this Agreement is deemed contrary to Governing Law or unenforceable, for any reason, the parties agree it shall be severed to the minimal extent possible consistent with the meaning of the rest of this Agreement and reasonable intent of the parties, and shall be replaced by an enforceable provision close in meaning to the original provision.

**25. Miscellaneous.** This Agreement is the entire contract between you and us. It can only be amended if agreed to by our head office in a written notice to, or recorded telephone call with, you. If a part of this Agreement 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 this Agreement will constitute a waiver of such rights. No waiver of a Default by you shall be interpreted as a waiver of any other Default. This Agreement ensures to the benefit of and binds the parties and their respective successors and assigns.

**26. Emergency.** In the event of a Gas-related emergency situation, contact your Utility: PG&E (1-800-743-5002).

Just Energy Solutions, Inc.

  
Executive Vice President

