



TERMS OF SERVICE

The services provided to You by Interstate Gas Supply, Inc. (“IGS Energy”) are governed by the terms and conditions stated within this document and attachments, if any (“Agreement”).

IGS Energy P. O. Box 9060 Dublin, OH 43017 IGSenergy.com

KEEP FOR YOUR RECORDS

TERM BOX	
Utility:	Commonwealth Edison (“ComEd” or “EDC” or “Utility”)
Price Plan:	Fixed Rate Product as described in the Sales Price section herein.
Sales Price & Term:	Base Fixed Rate of \$0.1479 per KWH through a period of 24 months
Term and Renewal Term:	The term of this program will begin with the first billing cycle Your enrollment or rate change is confirmed with ComEd. Following the Initial Term, this Agreement will automatically renew month to month thereafter at a monthly variable price as described in the Agreement and Renewal Price section herein.
Early Termination Fee:	None
Rescission Process:	You may rescind Your Agreement with IGS Energy or cancel Your pending enrollment within 10 calendar days (“Rescission Period”) after ComEd processes Your enrollment request by contacting either IGS Energy at (800)280-4474 or ComEd at (800)334-7661.
Services Provided:	You understand that IGS Energy is an independent seller of power and energy service and is certified by the Illinois Commerce Commission (“ICC”). You have selected IGS Energy as Your RES. IGS Energy is not acting on behalf of Your EDC, governmental bodies or consumer groups. Your EDC remains responsible for the delivery of power to Your premise and will continue to respond to any service calls or emergencies. Switching to IGS Energy will not impact Your electric reliability. You will receive written notification from Your EDC confirming Your switch of power and energy supplier to IGS Energy.
General Contact Information:	IGS Energy Choice Department (800) 280-4474 ComEd Customer Service (800) 334-7661 ICC Consumer Services Division (800) 524-0795

Authorization to Change Providers: By accepting this Agreement, You the Customer (also referred to as: “You”, “Your” or “Customer”) are authorizing IGS Energy to become Your new Retail Electric Supplier (“RES”). You authorize IGS Energy to act as Your agent and to work with the Regional Transmission Organization (“RTO” or “PJM”) and Your Electrical Distribution Company (“EDC”) to make the switch effective.

Regulatory: The residential electric program is subject to ongoing ICC and Utility jurisdiction. If the Residential program is terminated or materially altered, including changes in methodology, calculation or cycle to the Price To Compare, this Agreement may be terminated by IGS Energy without penalty.

Term of Agreement and Renewal: The Initial Term of this Agreement will be as stated in the Term Box above.

Discounting Disclaimer: IGS Energy reserves the right to provide You discounts to the Initial Price listed in the Term Box during the Initial Term. IGS Energy also reserves the right to return Your rate to the Initial Price listed in the Term box if You are no longer eligible for the discounts provided, but in no instance shall Your price exceed the Initial Price listed in the Term Box during the Initial Term.

Early Termination Fee: After the Rescission Period either party can cancel this Agreement subject to any applicable Early Termination Fee in the Term Box by providing notice to the other, or as otherwise provided in a renewal notice. Cancellation notices provided after the EDC deadline may result in an additional month(s) of service beyond the term of this Agreement at the new price, which You agree to pay, as the effective date of all cancellations are subject to EDC guidelines.



Sales Price: The Sales Price noted above is for electric supply, including transmission charges, and does not include Your EDC distribution charges or state and local sales taxes. However, if during any fixed price period of this Agreement there is an action or decision by a regulatory body including the Federal Energy Regulatory Commission (“FERC”) that impacts wholesale capacity or electricity prices or imposes additional cost on IGS Energy in satisfying its obligations under this Agreement, then IGS Energy shall have the right to increase Your price to offset these additional costs. If You have elected to purchase a green energy product,

IGS Energy will purchase Voluntary Renewable Energy Credits (RECs) from one or more generators registered with a renewable energy tracking system, including but not necessarily limited to PJM Generation Attribute Tracking System (PJM GATS), Midwest Renewable Energy Tracking System (M-RETS), and TexasRenewables.com (ERCOT). The RECs purchased will be reconciled annually and equal to 100% of Your electricity consumption while You are an IGS Energy Customer.

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Variable Pricing Formula: Following Your Initial Term, Your price will vary each month and may be based on costs which include, but are not limited to, energy, transmission, capacity, ancillary services, congestion management, renewable energy credits, ISO system fees, utility charges and other factors, plus IGS Energy costs, expenses and margins. IGS Energy reserves the right to make changes to the terms of this Agreement, including price and pricing methodology and term. If changes are made to this Agreement, notice will be made at least 30 days prior to the changes becoming effective. If You do not cancel the Agreement at that time, this Agreement will continue under the revised terms thereafter.

Dispute Resolution: For all billing disputes or issues regarding volume or metering, You should contact the EDC at the number listed on their bill. For other questions or concerns about pricing, You can contact the IGS Energy Choice department at the telephone number listed in the term box, by fax to 800-584-4839, in writing to P.O. Box 9060, Dublin, OH 43017, by visiting IGSenergy.com, or sending an email to choice@IGSenergy.com. If Your questions, concerns or complaint are not resolved You may also contact the ICC at 800-524-0795.

Assignment: This Agreement is assignable by IGS Energy without Your consent subject to required regulatory approvals.

Billing: You will receive only one bill, which will be issued by the EDC each month and will contain IGS Energy’ electric supply price plus applicable taxes and all EDC distribution and other applicable charges, including any late fees assessed by the EDC. You agree to continue to pay the EDC for the electric bill under the EDC’s payment terms and conditions. If You pay under a budget bill payment plan, this will remain available to You. IGS Energy reserves the right to issue an invoice to You directly, such invoice would contain IGS Energy’ electric supply price and may also contain applicable taxes and all EDC transportation and other applicable charges. If IGS Energy invoices You directly and You fail to pay within the terms specified on the invoice(s) a late fee of 1.5% per month on all past due amounts will apply. If IGS Energy bills You directly for services provided, IGS Energy may terminate this Agreement with 14 days

written notice should You fail to pay the bill or meet any agreed upon payment arrangements or in a manner consistent with regulatory requirements if a longer period is prescribed. If You fail to pay invoices timely which include IGS Energy charges, the EDC may disconnect Your service, according to tariff guidelines. Other than for operation, maintenance, assignment and transfer of Your account or, where IGS Energy is performing billing services, or for commercial collections, IGS Energy will not disclose Your account number to any other third party without Your affirmative written consent or electronic authorization or pursuant to a court or Commission order and that, other than for credit checking and credit reporting, if IGS Energy is performing billing services, IGS Energy will not disclose Your social security number without Your affirmative written consent or pursuant to court order. You authorize IGS Energy to obtain Your billing payment and usage history from the EDC.

Moving This Agreement will automatically terminate, without penalty, if You relocate outside the EDC service territory, or if the requested service location is not served by the EDC. Also, You understand that You have the right to terminate this Agreement, without penalty, if You relocate inside the EDC service territory and the EDC does not have contract portability. If You relocate within the EDC service territory and do not exercise Your right to cancel this Agreement, at IGS Energy’ option, this Agreement may continue for service at Your new location. You agree that if You do not terminate this Agreement as provided in this paragraph, You grant the EDC the right to provide IGS Energy with Your account and meter number(s) for Your new location and to transfer Your Agreement to the new location. If requested by IGS Energy, You will also provide IGS Energy with this information. If IGS Energy does not transfer this Agreement for service at Your new location within 90 days of relocation, this Agreement will automatically terminate. You understand that You are not entitled to the pricing or service from IGS Energy hereunder at Your new location until such time as the EDC accepts Your enrollment with IGS Energy at Your new location and/or transfers this Agreement to Your new location and that the pricing hereunder will not be extended for additional month(s) that You were not with IGS Energy, unless agreed to in writing by IGS Energy. Except as provided in this Agreement, if IGS Energy returns You to EDC sales service, this Agreement will terminate without penalty to You.

Eligibility | Limitation of Liability: By entering this Agreement, You represent and agree that the account(s) enrolled by IGS Energy under this Agreement is (are) Residential account(s) in the ComEd service territory and are not currently being served by IGS Energy. IGS Energy Reserves the exclusive right, at any time, to not enroll or to terminate service to Your location that do not meet the preceding criteria and return You to the EDC. Furthermore, participation in the program is subject to the rules of the EDC and customers are sometimes terminated from the residential program either in error or for being in arrears. In such instances, You can contact the EDC to correct the problem and be reinstated in the residential program. Regardless of the reason for termination, in no case will the original term be extended for month(s) that You were unable to participate IGS Energy have any liability for any Early Termination or for any month(s) that You were unable to participate in the program. IGS Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the EDC nor does IGS Energy assume responsibility or liability for damages arising from any in home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract, tort (including negligence or strict liability) or any other legal theory.