



**AGREEMENT TO PURCHASE ELECTRICITY
STARION SECURE PLAN
NEW YORK TERMS OF SERVICE**

Starion Energy NY, Inc. ("Starion") is an energy services company ("ESCO") approved by the New York State Public Service Commission ("NYPSC") to supply electricity to customers in the State of New York (ESCO Code: STAR). The NYPSC does not regulate the prices or other charges from Starion found in this Agreement. Customer understands that Starion is not affiliated with or representing the LDU or NYPSC. You acknowledge that switching to Starion, or another ESCO, is not mandatory, and that you have the option to receive default supply service from your Local Distribution Utility ("LDU").

- 1. Agreement to Purchase Electricity:** These Terms of Service, together with your Third-Party Verification ("TPV"), as applicable, and your Customer Disclosure Statement, constitute the agreement between Starion and the customer ("you" or "Customer") by which Starion agrees to sell and supply electricity to Customer, and Customer agrees to purchase and receive electricity from Starion, pursuant to the terms set forth herein (the "Agreement"). Customer warrants that he/she is the account holder and/or fully authorized to enter into this Agreement for the electricity account(s) specified and confirmed in your Customer Disclosure Statement. This Agreement is contingent upon Customer providing complete and accurate information to Starion and subject to final acceptance by Starion.
- 2. Nature of Services:** This Agreement authorizes Starion to change your electricity supplier or ESCO. Starion will supply electricity to the Customer for the electricity account(s) authorized by the Customer. The electricity supplied by Starion will be delivered to the Customer by the LDU. The amount of electricity supplied under this Agreement is subject to change based on data reflecting Customer's consumption obtained by Starion from the LDU.
- 3. Price • Charges for Service:**
 - a. Price: *Customer's price per kilowatt hour ("kWh") will be fixed at the price indicated on your Customer Disclosure Statement, for the Initial Term. Your price may be higher or lower than the LDU's price for default service at any time and Starion cannot guarantee savings over the LDU's price in any given month or over the duration of your contract.*
 - b. Calculation of Charges: *Starion will calculate your supply charges for each billing period by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used during the billing period, and adding to the product of (i) and (ii) an Account Management Fee, if applicable. This Agreement does not include your LDU's charges.*
 - c. Account Management Fee ("AMF"): *An Account Management Fee may apply to each billing cycle, as stated in your Customer Disclosure Statement. The AMF is charged for customer database management, utility data reconciliation, energy procurement and other operating costs as determined in Starion's discretion.*
- 4. Term • Renewal:**
 - a. Initial Term: *Your Initial Term under this Agreement will be the period of time stated in your Customer Disclosure Statement. Your Initial Term will begin on the earliest date as determined by the Customer's current account status and meter cycle. The Initial Term for a new customer will begin on the meter-read date following acceptance of the enrollment as determined by the LDU, and may take 1-2 billing cycles.*
 - b. Renewal: *After the Initial Term, this Agreement will automatically renew to a new fixed price per kWh for the same term. This will be your Renewal Term. Starion will provide you with a written notice not less than thirty (30) days nor more than sixty (60) days prior to the expiration of your Initial Term, of the renewal terms and your options. You may contact Starion to hear about other offers that may be available to you or cancel your service with Starion. You will not be charged an Early Termination Fee if you object to the renewal terms within three (3) business days after receiving your first bill from the LDU under the Renewal Term.*
- 5. Right to Rescind:** You have the right to rescind this Agreement within three (3) business days of your receipt of this Agreement by contacting Starion at: 1-800-600-3040; cancel@starionenergy.com; or P.O. Box 845, Middlebury, CT 06762.
- 6. Billing and Payment:**
 - a. Billing Arrangements: Unless otherwise agreed to in writing, you will receive a consolidated bill from the LDU for each billing period containing both the electric supply services provided by Starion and the services provided by your LDU. Your LDU will set your payment due date and payment address. You will continue to make payment for all of these services to the LDU in accordance with the payment terms stated in the LDU's tariffs. Starion's charges are due when the LDU's charges are due. Customer agrees to timely review its invoices and agrees that subject to applicable tariff and law, unless notice is given to Starion within ninety (90) days of the invoice date, all invoiced amounts will be deemed by you to be correct and Customer shall waive any right to dispute amounts set forth on such invoice. We reserve the right to assume any and all billing responsibility, including the LDU's charges, if necessary. If we assume billing responsibility, we will follow the applicable Uniform Business Practices Act (UBP) and Home Energy Fair Practices Act (HEFPA), and the following provisions will apply: a \$30 fee may be assessed for all returned payments; if you pay a lesser amount than is due, even if you designate it as a full payment, our acceptance of the payment is without prejudice to any other rights or remedies we may have, and you agree we may disregard your designation and apply the payment as a partial payment to your account; and if payments are returned two (2) times in a 12-month period, we may demand payment be made using a money order, certified check or electronic funds transfer.
 - b. Non-Payment: Past-due charges may incur a late fee of 1.5% per month or the interest rate posted in your LDC's tariff. If you fail to remit payment timely, or if you breach any of the terms of this Agreement, we have the right to terminate the Agreement in addition to any other rights we have. We may terminate in whole, or in part with respect to any account(s) covered by this Agreement, upon 15 days' written notice, provided you do not make payment or correct the breach within

the 15-day period. Failure to make payment is also grounds for the LDU to disconnect your service, subject to NYPSC rules and regulations concerning the termination of service to residential customers.

7. **Cancellation of Existing Service:** If you presently purchase your electric supply service from another ESCO, you are responsible for canceling that service pursuant to the terms of your agreement with your existing ESCO, and for any cancellation fees that may apply.
8. **Notices:** Notices sent by Starion to Customer will be sent in the method chosen by the Customer, whenever possible. Otherwise, notices will revert to the default of U.S. Mail. If Customer selects to receive electronic communications from Starion, it is the Customer's responsibility to ensure that the email address provided is current and notify Starion of any changes. If you provide Starion with your email address, you consent to receive communications from Starion in electronic form.
9. **Termination of Agreement:**
 - a. **Termination by Customer:** Customer may terminate this Agreement at any time by contacting Starion. *If Customer terminates this Agreement and, as a result, effectively cancels service prior to the expiration of the Initial Term, an early termination fee may apply, as stated in your Customer Disclosure Statement.* An early termination fee will not apply if you terminate this Agreement because you relocate outside of the LDU's service territory. If you terminate this Agreement, you will be returned to the LDU for supply service unless you choose another ESCO. The effective termination date will be determined as set forth in the LDU's tariff and applicable law. You will be obligated to pay for the electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If you terminate this Agreement by enrolling with a different ESCO or returning to LDU's service, Starion will not be liable for any switching time delays and you will be obligated to make payment for services under this Agreement until termination of service with Starion is effective.
 - b. **Termination by Starion:** Starion reserves the right to terminate this Agreement for any reason upon at least fifteen (15) calendar days' notice to the Customer. The effective termination date will be the next applicable meter-read date after the 15-day period has expired as set forth in the LDU's tariff and applicable New York law. You will be obligated to pay for the electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If Starion terminates this Agreement early, you will be returned to your LDU's service unless you choose another ESCO.
10. **Customer Consent:** By entering into this Agreement, Customer consents to the use by Starion (including its subsidiaries and affiliates), or its authorized agents, of Regular Mail, predictive or autodialing equipment, email, facsimile, or other reasonable means to contact you to advise you about our services and products or other matters we believe may be of interest to you.
11. **Privacy Policy · Customer Information and Release Authorization:** By entering into this Agreement, you authorize Starion to obtain all information regarding your electricity account including, but not limited to, account contact information, account number(s), billing and payment history, credit information, historical and future electricity usage and peak electricity demand, meter reading data, and characteristics of electricity service. Starion will not give or sell your personal information to any other party without your consent, unless required to do so by law or if necessary to defend or enforce the terms of this Agreement. This authorization will remain in effect during the life of this Agreement. Customer may rescind this authorization at any time by contacting Starion.
12. **Representations · 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 electric generation 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 Effect · 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 Starion as your agent to provide retail electric service, including electric transportation, transmission and 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 ESCO approved to do business in New York, in whole or in part, subject to compliance with applicable 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; 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 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. **Customer Service & Disputes:**
 - a. 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. Most concerns can be resolved by calling our Customer Service Department at 1-800-600-3040. You may also email info@starionenergy.com or write to Starion Energy, PO Box 845, Middlebury, CT 06762. Starion's Customer Service is available Monday through Friday from 9:00 a.m. to 5:00 p.m. Eastern Time.
 - b. If you remain unsatisfied with our attempt to resolve a dispute, it may be submitted by you or Starion to the NYPSC for resolution pursuant to its Complaint Handling Procedures by contacting the NYPSC ESCO Hotline at 1-888-697-7728. You

may also request information from the New York State Public Service Commission at: Consumer Services Division, 3 Empire State Plaza, Albany, NY 12223 or through their website at: <http://www.dps.ny.gov>. The NYDPS monitors complaints against all energy companies and an excessive number of complaints may result in an energy company losing its eligibility to supply energy in New York State.

- c. By entering into this Agreement, you and Starion agree that the complaint procedures enacted pursuant to The Home Energy Fair Practices Act (“HEFPA”), Title 16 NYCRR Part 12, and the Claims Resolution process described in Section 16 are the only means for resolving any dispute(s) arising out of or relating to this Agreement.

17. Claims Resolution:

- a. In the event Starion is unable to resolve a complaint to your satisfaction through the procedures defined in Section 15, this section explains how claims can be resolved through arbitration or litigation. It includes an arbitration provision. You may reject the arbitration provision by sending us written notice within 45 days after your first energy bill with Starion as your supplier. See Your Right to Reject Arbitration below.
- b. For this section, you and Starion (“us” or “we”) include any corporate parents, subsidiaries, affiliates or related persons or entities. Claim means any current or future claim, dispute or controversy relating to your account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the arbitration provision. Claim includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any agreement with us or any rates charged on any such account, (b) advertisements, promotions or statements related to any rate plans, goods or services under any agreement with us, (c) benefits and services related to Customer’s account with us (including rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.
- c. Sending a Claim Notice: Before beginning arbitration or a lawsuit, you and we agree to send a written notice (a Claim Notice) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally. Go to www.starionenergy.com and select your state of residence for a sample form of Claim Notice. The Claim Notice must describe the claim and state the specific relief demanded. Notice to you will be sent to your billing address. Notice to us must include your name, address and account number and be sent to Starion Energy, Attn: Compliance Dept., P.O. Box 845, Middlebury, CT 06762. If the claim proceeds to arbitration, the amount of any relief demanded in a Claim Notice will not be disclosed to the arbitrator until after the arbitrator rules.
- d. Arbitration: You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator’s decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator’s decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration. The scope of this arbitration provision will include all claims pertaining to this Agreement, including all claims that arose before this or any prior Agreement (including, but not limited to, claims related to advertising).
- i. Initiating Arbitration: Before beginning arbitration, you or we must first send a Claim Notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization’s rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (“FAA”). We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.
- ii. Limitations on Arbitration: If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Starion customers or other persons similarly situated. The arbitrator’s authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these Limitations on Arbitration is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.
- iii. Arbitration Procedures: This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim. If your claim is for \$5,000 or less, you may choose whether the arbitration will be conducted solely on the basis of

documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision appealed. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

- iv. **Arbitration Fees and Costs:** You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.
 - v. **Additional Arbitration Awards:** Only if the arbitrator rules in your favor for an amount greater than any final offer we made before the first arbitration hearing is conducted, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$1,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.
 - vi. **Your Right to Reject Arbitration:** You may reject this Arbitration provision by sending a written rejection notice to us at: Starion Energy, Attn: Compliance Department, P.O. Box 845, Middlebury, CT 06762. Go to www.starionenergy.com and select your state of residence for a sample rejection notice. Your rejection notice must be mailed within 45 days after the date of your first energy bill with Starion as your supplier. Your rejection notice must state that you reject the Arbitration provision and include your name, address, account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to receive energy supplied by us or any other benefit, product or service you may have with your account.
- e. **Continuation:** This Section 17 will survive termination of your Agreement, voluntary payment of your account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your account (in the case of a sale, its terms will apply to the buyer of your account). If any portion of this Claims Resolution section, except as otherwise provided in the Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.
- 18. Other Provisions:** This Agreement sets forth the entire agreement between you and Starion for the purchase and sale of electric generation service and supersedes any and all prior agreements, whether 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. 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 the laws of New York. You acknowledge that this Agreement is a forward contract within the meaning of the United States Bankruptcy Code and that Starion is a forward contract merchant. By executing this Agreement, you represent and warrant that you have the necessary authority to execute this Agreement.
- 19. Contact Information: Starion Energy NY, Inc.**
·Mailing Address: PO Box 845 Middlebury, CT 06762
·Toll-Free Telephone: 1-800-600-3040
·E-mail/Web: info@starionenergy.com · www.starionenergy.com
- In the event of an emergency, such as a downed power line, contact your LDU.**
Con Edison: 1-800-752-6633 · Orange & Rockland: 1-877-434-4100 (electric) 1-800-533-5325 (gas)
National Grid (Metro-Gas): 1-718-643-4050 · Central Hudson: 1-845-452-2000