

# HERO POWER.

## Customer Electric Supply Agreement Terms and Conditions of Service

Thank you for choosing Hero Power! The following Terms and Conditions of Service (“Agreement”) establish how we, MeterGenius, Inc., dba Hero Power (Hero Power) will provide electric supply to you. Your electric utility company is Commonwealth Edison (“ComEd”), and this Agreement defines how Hero Power serves you.

|                                      |   |
|--------------------------------------|---|
| Legal Name                           | MeterGenius, Inc., dba Hero Power   |
| Business Address                     | 5621 Indianola Ave.<br>Indianapolis, IN 46220   |
| Service charges for term             | Indexed rate per kilowatt-hour equal to one (1) times the ComEd Rate BES published Purchased Electricity Charges and Transmission Service Charges for each applicable month (“ComEd Price”).  |
| Fixed monthly charge (if any)        | Hero Power does not have any fixed monthly charges.   |
| Fixed monthly charge terms (if any)  | Hero Power does not have any fixed monthly charges.   |
| Exclusions from fixed monthly charge | Hero Power does not have any fixed monthly charges.   |
| Contract and renewal terms           | Contract term shall be one (1) month<br><br>Renewal terms – Hero Power will continue to serve you until either of us terminates the agreement. This contract term will automatically renew and continue as a month-to-month agreement. Hero Power will send a notice of your <b>automatic renewal</b> , including the new price information and renewal term, at least 30 but not more than 60 days prior to the contract renewal date. See below for more information. |
| Termination fee (if any)             | You are responsible for payment of services received, but Hero Power will not charge you a fee to end the Agreement.  |
| Deposit/prepayment (if any)          | Hero Power does not collect deposits or prepayments.  |

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|---|---|
| Switching fees (if any)                       | Hero Power will not charge you a fee to begin service.  |
| Guarantee(s) of Customer Savings (if any)     | You will pay the same price per kilowatt-hour as if you were served by ComEd on Rate BES during the Term; there are no other savings.   |
| Rescission                                    | You may rescind this contract by notifying Hero Power or the utility within ten (10) calendar days after the utility processes your enrollment. To rescind this agreement, contact Hero Power at <a href="mailto:support@myheropower.com">support@myheropower.com</a> ; or call (1-888-684-4480); or contact ComEd at 1-800-334-7661.                       |
| Supplier disclosure                           | Hero Power is an independent seller of electric power and energy service, certified by the Illinois Commerce Commission. Hero Power is not representing, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or consumer group program, or governmental body or program of a governmental body.                            |
| Utility responsibility                        | Your utility is Commonwealth Edison ("ComEd"). ComEd will remain responsible for the delivery of electric power and energy to your premises; ComEd will bill you for all electric services; and ComEd will continue to respond to any service calls and emergencies. You will receive written notification from ComEd confirming your switch to Hero Power. |
| Contact information (Toll free phone numbers) | Hero Power 1-888-684-4480<br>Utility ComEd 1-800-334-7661<br>ICC Consumer Services Division 1-800-524-0795  |

**Scope of Hero Power Service**

Thanks for choosing Hero Power. You are legally authorized to enter into this Agreement on behalf of the Account owner; you agree to appoint Hero Power as your exclusive Alternative Retail Energy Supplier (ARES), and you agree to purchase all of your electric power and energy service for the listed account, subject to the terms in this Agreement. You authorize Hero Power to obtain all data necessary so that Hero Power can enroll your account(s) and you authorize Hero Power to take such actions as necessary and reasonable to perform this Agreement, including accessing and using account information and metered usage data, including daily and interval metered usage, from ComEd, enrolling account(s), procuring supply, scheduling and causing

electricity to be delivered to each account. Hero Power may share your data with its associates, and may contact you to offer other products and services.

Hero Power is not the same as your electric delivery company, ComEd. You are not required to enroll with Hero Power. As of October 1, 2019, the ComEd electric supply price to compare ('ComEd Price') is 7.175 cents per kilowatt-hour. This ComEd electric supply price will expire on May 31, 2020. The ComEd electric supply price to compare does not include the purchased electricity adjustment factor. The purchased electricity adjustment factor may range between +.5 cents and -.5 cents per kilowatt-hour. For more information, go to the Illinois Commerce Commission's free website at [www.pluginillinois.org](http://www.pluginillinois.org).

### **Price**

Hero Power will charge you for your electricity a price that is indexed to the prevailing ComEd Rate BES published rate. The formula for the Hero Power index price shall be one (1) times the ComEd BES Rate equal to the published Purchased Electricity Charges and Transmission Service Charges. You agree to pay this indexed rate per kilowatt-hour for each applicable month as specified above for the Term Length. You also agree to pay Hero Power all applicable taxes and any other governmental fees. In addition to Hero Power electricity supply charges, ComEd distribution charges and related taxes will be itemized separately by ComEd in your ComEd bill and are not included in this Agreement. You are responsible to pay ComEd for these charges.

### **Term**

Hero Power will commence service on the next available meter read date and continue through the number of monthly billing cycles set forth in the above Supply Agreement Disclosure of this Agreement. The start date for the Initial Term will be subject to Hero Power receiving an accepted Delivery Access Service Request (DASR) from ComEd for your ComEd account. Hero Power service will continue on a month-to-month base until you or Hero Power cancel the Agreement. The Initial Term and any Renewal Term are collectively referred to herein as the "Term".

### **Enrollment**

Customer's ability to enter this Agreement depends on whether you comply with the residential service eligibility requirements established by ComEd. If you are not eligible for service, you will not be enrolled.

### **Billing and Payment**

ComEd will send you a monthly invoice for Hero Power electricity as well as the costs for ComEd's delivery service. You will be charged your electricity consumption (in kWh) multiplied by the applicable Price. You agree that ComEd may provide us with your payment information and that you accept ComEd's electricity consumption measurements as the basis for the amount you owe Hero Power for power and energy. You agree that you must remit payment to ComEd under their terms and at the address provided by ComEd. Your failure to pay your whole bill on time may result in late

payment fees or contract termination. You are not eligible for any utility budget billing programs while you are a Hero Power customer.

### **No Savings Guarantee**

Hero Power does not represent or guarantee that your Hero Power price will be lower than the ComEd Price for any or all billing periods of your contract.

### **Renewal**

This Agreement provides for your continued service at the applicable Price through automatic renewal. Unless otherwise specified, Hero Power will send an electronic notice to the email address at least 30 days but not more than 60 days prior to the initial contract end date with one of the following options:

a. Automatic Renewal Notice: If Hero Power opts to renew or extend this agreement, the renewal notice will extend the Customer's contract at the applicable Price as described and disclosed in the renewal notice. **THE CUSTOMER MUST PROVIDE NOTIFICATION TO CANCEL THIS RENEWAL OFFER WITHIN 10 DAYS OF THE RENEWAL NOTICE DATE. AFTER 10 DAYS, THE RENEWAL OFFER WILL BE DEEMED ACCEPTED, AND THE CUSTOMER'S CURRENT CONTRACT WILL BE AMENDED ACCORDINGLY.**

b. Contract Expiration Notice : If Hero Power opts not to renew or extend this agreement, your account will be returned to ComEd's bundled electric service (BES) rate and you will be responsible for arranging your new electricity supply service.

If you cancel the renewal agreement or your contract expires without a renewal, Hero Power will return your service to ComEd's bundled electric service (BES) tariff rate.

Except as otherwise set forth in this Agreement or required by applicable law, one notice for the renewal will be provided by electronic mail to the email address provided by you to Hero Power.

Customers may update any changes to their email or mailing address through the Hero Power app or online at [myheropower.com](http://myheropower.com).

CANCELLATION NOTICES MAY BE SENT ELECTRONICALLY TO [support@myheropower.com](mailto:support@myheropower.com) OR by calling 1-888-684-4480.

### **Early Termination**

You may terminate at any time. Service will terminate as of the next available meter read date after notification to Hero Power of your intent to terminate. If you terminate, or otherwise breach this Agreement, no termination charges will be assessed, but you will be obligated to pay for services rendered under this Agreement through termination. In addition to any other remedies Hero Power may have, this Agreement may be terminated by Hero Power upon a 30 day notice to you if you move, you cease to be a ComEd customer, you become ineligible for ComEd Consolidated Billing, or there is a material adverse change that prevents Hero Power from performance.

## **Hero Power Clean Energy Program**

You elect to have Hero Power supply 100% clean energy. This product is comprised of regionally sourced electricity matched 100% with Green-e® Energy ([www.green-e.org](http://www.green-e.org)) Certified Renewable Energy Credits (RECs). The RECs used to support Hero Power Clean Energy are Green-e® Energy certified, and meet the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org). The price you pay shall include the cost of RECs as well as your electricity from Hero Power. RECs do not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. [Product Name] is a Green-e® Energy certified REC product. [Participant Name] is also supplying your electricity. Green-e® Energy has only certified the RECs, which may be sourced from outside of your local electricity distribution area. For more information, see [www.green-e.org/REC](http://www.green-e.org/REC).

## **Notices**

Except as otherwise set forth in this Agreement or required by applicable law, notices to be provided under this Agreement shall be electronic to the email address you provided. You may update any changes to your email address through the Hero Power app or online at [myheropower.com](http://myheropower.com).

## **Limitations of Liabilities**

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT AND ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY. Hero Power is not liable for incidental, consequential, punitive, or indirect damages, lost profits, or lost business, or for any act or omission by the Utility. These limitations apply without regard to the cause of any liability or damage.

## **Miscellaneous Provisions**

### **Waiver**

A waiver by either Party of any breach of the Agreement, or failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

### **Moves**

You will provide us with 45 days notice before changing location. ComEd will require you to commence service at your new location (within ComEd's service territory) on ComEd's BES rate and continue for a minimum of one billing cycle. To resume service from Hero Power, please register for service at [myheropower.com](http://myheropower.com) as soon as you have your new ComEd account number. Hero Power, in its sole discretion, may choose to continue service under the existing Terms and Conditions, or may terminate the Agreement.

## **Assignment**

Hero Power may assign, sell, transfer, or pledge this Agreement to another party, for financial benefit; or to another energy supplier for fulfillment, consistent with applicable law. You cannot assign this Agreement.

## **Force Majeure**

Hero Power cannot guarantee that your electricity supply will be constant, as there are Force Majeure events that interrupt service. If your service is interrupted, ComEd will work to get your power back, and Hero Power's performance shall be excused while the Force Majeure event is occurring. Hero Power shall not be liable for any damages associated with a Force Majeure event. The term Force Majeure shall mean any act or event that is beyond our control, such as natural disasters, cataclysmic occurrences, failures or shortages of generating units or transmission facilities, nonperformance by ComEd, or any change in law or any other action by a governmental authority that materially impairs Hero Power's ability to perform its obligations under this Agreement. Hero Power will notify you of any Force Majeure event as soon as reasonable. Force Majeure shall not include (i) the opportunity for Hero Power to sell the electricity to be sold under this Agreement to another party at a higher price than that set forth in the Agreement, (ii) the opportunity for you to purchase the electricity for your account(s) from another party at a lower price than that set forth in the Agreement, or (iii) your inability to pay your bills under the Agreement.

## **Contract Changes**

If Hero Power needs to make a material change to these terms, you will receive notice in advance with a full explanation of your options. Any material changes must be in writing and agreed to by both Parties.

## **Emergency, Outage and Wire Service**

In the event of an emergency, outage or service need, Customer must call ComEd at the number indicated on the ComEd invoice: 1-800-EDISON1 (1-800-334-7661).

## **Miscellaneous Provisions**

This Agreement contains the entire agreement between you and Hero Power concerning your electricity supply, and the laws of the State of Illinois shall govern this Agreement. Electronic, email, and fax signatures are equivalent to original signatures. If any part of this Agreement is deemed unenforceable, Hero Power can make the minimal changes for it to be legal and enforceable. If this Agreement is not implemented within three (3) months of signature, then it will be deemed terminated without cost to either party. During the Term, if changes in governing law result in certain costs or credits being shifted from ComEd or other similar regulatory body (such as the ICC) to Hero Power, or vice versa, those costs or credits will be passed through to you at no markup.

## **Customer Care**

You may contact Hero Power for Customer Care if you have specific comments or questions through the app or online at [myheropower.com](http://myheropower.com) or by calling Hero Power's

Customer Service telephone number at 1-888-648-4480 Monday – Friday between the hours of 8AM and 5PM Central Prevailing Time (CPT) The Illinois Commerce Commission can also be reached at 1-800-524-0795, TTY at (800) 858-9277 and their website address is [www.icc.illinois.gov/](http://www.icc.illinois.gov/).

### **Dispute Resolution**

Both parties shall, in good faith, use reasonable efforts to resolve a dispute. If unresolved, Customer may contact the ICC at 1-800-524-0795 or [www.icc.illinois.gov](http://www.icc.illinois.gov/). Any dispute that is unresolved shall proceed to binding arbitration pursuant to the American Arbitration Association Commercial Rules and the Consumer-Related Disputes Supplementary Procedures. By entering this agreement, you waive your right to seek remedies in court, and the right to a jury trial.

## Automatic Contract Renewal

Your Agreement with Hero Power is set to expire on (INSERT DATE, based on Initial term). Your Agreement may last longer, depending on when your initial enrollment occurs. Your renewal term is expected to begin on (INSERT DATE, based on initial term). Your service will be continuous, and the Hero Power price will be equal to one (1) times the ComEd BES Rate price while you are served by Hero Power.

### Early Termination

You may terminate at any time. Service will terminate as of the next available meter read date after notification to Hero Power of your intent to terminate. If you terminate, or otherwise breach this Agreement, no termination charges will be assessed, but you will be obligated to pay for services rendered under this Agreement through termination.

In addition to any other remedies Hero Power may have, this Agreement may be terminated by Hero Power upon a 30 day notice to you if you move, you cease to be a ComEd customer, you become ineligible for ComEd Consolidated Billing, or there is a material adverse change that prevents Hero Power from performance.

**Automatic Renewal Notice:** If Hero Power opts to renew or extend this agreement, the renewal notice will extend the Customer's contract at the applicable ComEd Price. **THE CUSTOMER MUST PROVIDE NOTIFICATION TO CANCEL THIS RENEWAL OFFER WITHIN 10 DAYS OF THE RENEWAL NOTICE DATE. AFTER 10 DAYS, THE RENEWAL OFFER WILL BE DEEMED ACCEPTED, AND THE CUSTOMER'S CURRENT CONTRACT WILL BE AMENDED ACCORDINGLY.**

### Price Comparison

This Agreement requires Hero Power to serve you at the applicable ComEd Price. This is a variable rate, which is subject to periodic adjustment by ComEd. You will pay the ComEd Price during the initial term, and all renewal terms.

| Current Rate   | Renewal Rate   |
|--|--|
| A rate per kilowatt-hour equal to one (1) times the ComEd Rate BES published Purchased Electricity Charges and Transmission Service Charges for each applicable month ("ComEd Price"). | A rate per kilowatt-hour equal to one (1) times the ComEd Rate BES published Purchased Electricity Charges and Transmission Service Charges for each applicable month ("ComEd Price"). |
| The ComEd rate is currently \$0.07175/kWh  | The ComEd rate on your renewal date is expected to be \$0.07175/kWh  |