



## Residential and Small Commercial Terms of Service

Mega Energy of New England (“Mega Energy”) is licensed by the Connecticut Public Utilities Regulatory Authority, Docket #13-03-09, to offer and supply electric generation services in Connecticut. “We,” “us” or “our” refers to Mega Energy. “You” or “Your” refers to the customer. By accepting electric service from Mega Energy, you are entering into a contract with us and you will be bound by the Agreement.

**Agreement to Purchase Energy:** Your Agreement with Mega Energy shall consist of: (i) your telephonic, electronic or written agreement to initiate service and begin enrollment with Mega Energy, (ii) your Contract Summary form, and (iii) the terms and conditions contained herein. Your Electric Distribution Company (“EDC”) will continue to be responsible for the delivery of electricity to your service location, read your meter, provide your monthly bill, respond to emergencies, and all other related services. Mega Energy is not affiliated with your EDC.

**Price:** You agree to the rate and term as specified in your attached Contract Summary from your first meter read date. These prices do not include any applicable taxes. In addition, you are responsible for paying EDC distribution and transmission charges, as well as any other applicable charges. Customers can compare Mega’s price to Customer’s current price by reviewing Customers’ current charges for electricity generation service which are reflected on Customer’s electricity bill. The rate may change during the agreed term if a.) new or modified usage fees and costs are imposed by your EDC or the regional

Independent System Operator (“ISO”), b.) cost changes to ISO administered capacity markets or market design, or c.) cost changes resulting from federal, state, and local laws. You understand that these limited circumstances and associated price changes are beyond our control. As such, you will allow us to pass through the economic effects to you at cost and without markup. We will use reasonable methods to provide advance notice to you.

**Term:** Mega Energy will begin providing electricity supply under this Agreement when the EDC switches the Customer’s account to Mega Energy. The term of this Agreement will begin on the date your supplier is changed to Mega Energy by the EDC and will continue for the number of billing cycles shown in the Contract Summary “Contract Term & Expiration” section or until this Agreement is terminated by you or us and when your EDC switches your account to its standard service or to another electricity supplier chosen by you.

A contract expiration and renewal notice will be sent to you at least thirty (30) days prior to the end of your Term. This Agreement will automatically renew at the new price and terms set forth in the Renewal Notice **unless** Customer notifies Mega Energy otherwise; provided that, Customers that automatically continue on a fixed rate plan will have (7) business days of receiving the first bill after the automatic renewal to cancel without penalty or cancellation fee. If receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial term, and Customer or Mega Energy may cancel or



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terminate this Agreement by providing 30 days' advance written notice of termination to the other party.

**RIGHT TO RESCIND:** You have the right to rescind this Agreement without penalty any time prior to midnight of the third business day of your receipt of our confirmation of this Agreement (Rescission Period.) To rescind this Agreement, contact us by phone, email or US mail. Any cancellation after the third business day shall be subject to the "Cancellation/Termination" provisions.

**Billing and Payment:** You will receive your monthly bill from your EDC that includes the Mega Energy generation service charge and EDC delivery charge plus taxes. You will make payments for both the Mega Energy generation service charge and the EDC delivery charges directly to your EDC in accordance with your EDC's payment terms and due date. Please consult your EDC's tariffs for information regarding late fees on delinquent payments, termination of service for non-payment, payment arrangement plans, and other payment and credit terms.

**Cancellation/Termination:** To cancel this agreement, you may call, email, or write Mega Energy at the contact information provided below. When you cancel services, you agree to pay for the services provided by Mega Energy through the date you are switched to another electric supplier or returned to the EDC for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date which follows the date on which Mega Energy gives the EDC notice of your cancellation request. You are responsible for all charges incurred through the date on which cancellation is effected by the EDC.

If you terminate after the Rescission Period but prior to the end of the Term, Mega Energy may charge you a cost recovery fee as indicated in your Contract Summary. If you are not a residential customer, the cost recovery fee will be an amount calculated, in our reasonable discretion, as the product of (i) unconsumed electric energy for the balance of your Term based on historical usage and (ii) the price per kWh agreed to and set forth on the Contract Summary. The cost recovery fee is not a penalty but is intended to recover our cost in procuring a reliable, fixed price supply of electricity on your behalf. Should this remittance become delinquent and Mega Energy retains an agency to collect the past due amount, you agree to pay a 30% collections surcharge in addition to the amount due.

Mega Energy reserves the right to cancel this agreement (i) if your EDC is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your EDC and Mega Energy. If this occurs, we will notify both you and your EDC of the cancellation of this agreement at least 30 days prior to the effective date of cancellation. It may take up to (60) days for Customer's account(s) to be returned to the EDC depending on EDC cancellation procedures.

**Dispute Resolution:** Contact Mega Energy toll-free at 1-855-810-6342 or by mail at 2150 Town Square Place, Suite 711, Sugar Land, TX, 77479 with any questions regarding our service. Mega Energy will attempt to resolve the dispute in an efficient, fair and timely manner. Mega Energy will report the results of its investigation to you. If you are not satisfied with our attempt to resolve the problem, you may seek assistance from the Connecticut Public Utilities Regulatory Authority ("PURA") at 1-800-382-4586, 10 Franklin Square, New Britain, Connecticut



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06051, or [http:// www.state.ct.us/dpuc/consumer/index.htm](http://www.state.ct.us/dpuc/consumer/index.htm). Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

### **Customer Information Release**

**Authorization:** By entering into this agreement, you agree that your EDC may release to us certain information that we need to provide you with service, including but not limited to your address, telephone number, account numbers, historical usage information, peak electricity demand. We will not give or sell your information to any unaffiliated third party without your consent unless we are required to do so by law. This authorization will remain in effect during the Term of this Agreement.

**Limitation of Liability:** Mega Energy's liability in connection with this Agreement shall be limited to direct damages actually incurred. Except as otherwise provided herein, neither party shall be liable to the other for any indirect, special, consequential (including lost profits or revenues), incidental, indirect or punitive damages for claims arising hereunder.

**Warranty Disclaimer: MEGA ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. MEGA ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR USE.**

**Assignment:** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Mega Energy. Mega Energy may, without your consent, (1) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (2) transfer or assign this Agreement to an affiliate of Mega Energy; (3) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets or ownership interests of Mega Energy; and/or (4) transfer or assign this Agreement to a certified or licensed retail electricity supplier (collectively referred to as an "Assignment"). In the case of (2), (3) or (4), upon Mega Energy's request, any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, Customer also agrees that Mega Energy shall have no further obligations hereunder except to the extent otherwise expressly required by applicable law. If any applicable laws or rules require your consent with regard to an Assignment, you hereby provide your consent (and waive all such further consent rights), in exchange for the service to be provided hereunder except to the extent such consent is not waivable pursuant to applicable law. In the event any other provision of this Agreement shall be deemed to prohibit or otherwise restrict our ability to do an Assignment, this provision shall control except as prohibited by law.



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**Force Majeure:** Mega Energy will make commercially reasonable efforts to provide service but does not guarantee a continuous electricity supply. Events outside of Mega Energy's control ("Force Majeure Events") may result in interruptions in service. These events include by way of example only: acts of God or any governmental authority, accidents, strikes or labor disputes, required maintenance, inability to access the EDC's facilities, EDC nonperformance including an outage, changes in laws of any governmental authority or any other cause beyond Mega Energy's control. Mega Energy shall not be liable to you for any interruptions caused by Force Majeure Events.

**Acceptance and Amendments:** This Agreement shall not become effective until accepted by Mega Energy. Mega Energy reserves the right to cancel this Agreement upon failure of Customer to meet minimum or maximum threshold consumption levels as determined by Mega Energy. Mega Energy may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Upon receipt of written notice of a material change, customer may terminate this Agreement prior to the date such change becomes effective.

**Entire Agreement:** This Agreement is the entire Agreement between you and Mega Energy. You understand that Mega Energy's obligations under this Agreement are subject to any validly issued present and

future laws of any governmental authority having jurisdiction over this Agreement or the services provided by Mega Energy to you.

**Parties Bound:** This Agreement is binding upon you and Mega Energy and each of your respective successors and permitted legal assigns. This Agreement is not intended to benefit any third party.

**Contact Information:**

Mega Energy of New England, LLC  
Direct: 713-590-3347  
Toll Free: 1-855-810-6342  
Fax: 713-487-0064  
Mon – Fri 8:00 am to 5:00 pm EST

Online: [www.megaenergyllc.com](http://www.megaenergyllc.com)  
Email: [info@megaenergyllc.com](mailto:info@megaenergyllc.com)

**Mailing Address:**

Mega Energy of New England, LLC  
2150 Town Square Place, Suite 711  
Sugar Land, TX 77479

**Outages & Emergencies Contact Information:**

Connecticut Light & Power  
1-800-286-2000

United Illuminating Company  
1-800-722-5584

**Public Utilities Regulatory Authority (PURA) Customer Service**

Direct: 860-827-1553  
Toll-free: 1-800-382-4586  
TDD: 860-827-2837  
Fax: 860-827-2822  
Online: [www.ct.gov/pura](http://www.ct.gov/pura)  
E-mail: [Dpuc.information@po.state.ct.us](mailto:Dpuc.information@po.state.ct.us)

**Mailing Address:**

Consumer Assistance Unit  
10 Franklin Square  
New Britain, CT 06051