

# New Jersey Residential Fixed Electricity – Terms and Conditions

## New Jersey Residential and Small Commercial

### Customer Disclosure Statement and Terms of Service

This is an agreement for electric service between CenStar Energy Corp (CenStar) and you, for the service address or addresses set forth in your Welcome Letter or Electric Service Agreement. Together, this Customer Disclosure Statement (CDS), including the terms of service set forth herein, and your Welcome Letter or Electric Service Agreement (ESA) collectively describe your agreement with respect to your purchase of electric generation service from CenStar (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. CenStar is licensed as a Third Party Supplier (TPS) by the New Jersey Board of Public Utilities to offer and supply electric generation service in New Jersey. We set the supply prices and charges that you pay. Your Local Distribution Utility will deliver the electricity to you. The Board of Public Utilities regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

#### Definitions

- Local Distribution Utility (LDU) – A gas or electric corporation owning, operating or managing electric or gas facilities for the purpose of distributing gas or electricity to end users.
- Generation Charge – Charge for production of electricity.
- BPU – the New Jersey Board of Public Utilities.
- Pennsylvania-New Jersey-Maryland Interchange (PJM) – The independent entity that operates the bulk transmission system in New Jersey.
- Transmission Charge – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

**Residential Customer Rights: Residential customers will receive confirmation notice from the LDU of their choice to switch to CenStar, and they may contact the LDU to rescind this Agreement within seven (7) calendar days from the date of the LDU's confirmation notice of the switch. This Agreement is not legally binding on customer until the 7-day period is expired and the customer has not rescinded.**

#### Terms of Service

##### 1. Basic Service Prices.

Your rate plan will be as specified in your CDS.

*Fixed Rate Plan:* You will pay the fixed rate per kWh as specified in your CDS or Electric Service Agreement for the length of your Term. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your CDS or Electric Service Agreement.

*Immediate Savings Plan:* For the first two months of your plan, you will receive a specified percentage savings (shown in your CDS) off of the LDU's base energy rate for electricity supply. Thereafter, you will receive CenStar Energy's standard variable rate which will vary according to market conditions. You may also pay a monthly administrative fee, the amount of which, if applicable, is disclosed in your CDS or Electric Service Agreement.

*Variable Rate Plan:* A month-to-month plan where your rate may vary according to market conditions.

The rate you pay CenStar Energy will include the Generation Charge but exclude the Transmission Charge. Your price includes applicable New Jersey sales and use taxes imposed by New Jersey State Tax Law. You are responsible for any and all additional taxes (whether passed through to you on LDU's bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and LDU charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide CenStar with the necessary certificates and other documentation to qualify for such status.

**2. Billing.** CenStar Services are only a portion of your total monthly bill for delivery of electricity. Your LDU will continue to issue a monthly bill with the same payment due date and the bill will include both your Transmission Charge and your Generation Charge, and any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. Unless otherwise provided herein, your payment terms and late payment penalties will be governed by the terms of the LDU's tariff. CenStar does not pay or arrange for the payment of any outstanding debts owed by you to the LDU or a previous TPS.

**3. Length of Agreement (Term)/No Guarantee of Switch Period.** The Term of this Agreement is shown on your CDS. With the exception of a new meter installation or special meter reading date, you will buy your electric service for the service addresses set forth in your Welcome Letter or Electric Service Agreement from CenStar Energy on the next regularly scheduled meter reading date available and will continue to do so for the entire Term. Customer acknowledges that CenStar Energy cannot guarantee a switch of Customer's account by a specific date and hereby holds harmless CenStar from any liability for, or arising out of, delays in this process. CenStar will provide you with at least 30 days notice prior to the end of the Term informing you of the Agreement end date. This Agreement shall remain in effect for the full Term or until you notify CenStar in writing or by phone of your intent to cancel at least 30 days prior to your requested end date and until such time as the LDU completes the termination in accordance with its rules. Upon expiration of the Term, if you do not provide verification of renewal or cancellation, this Agreement will continue on a month-to-month basis under the same terms and conditions, including pricing.

**4. Penalties, Fees and Exceptions.**

**You may be assessed an early termination fee if you cancel or terminate this Agreement prior to the end of the Term. If an early termination fee is applicable, the amount of the early termination fee will be specified in your Disclosure Statement, Welcome Letter or Electronic Service Agreement.**

Notwithstanding the foregoing, you may cancel this Agreement without being assessed an early termination or cancellation fee if you move to another location and provide a forwarding address and, if required, reasonable evidence that you no longer occupy the service address. You will be responsible for amounts due, up to the switch date, of all outstanding charges incurred prior to cancellation by you. For residential customers, there is no penalty to start or stop service from CenStar, if done within the terms of this Agreement.

If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. CenStar may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

**5. Cancellation Provisions.** Residential customers may cancel this Agreement without being assessed an early termination or cancellation fee any time before midnight of the seventh calendar day after the date of the confirmation notice from the LDU of your enrollment. Otherwise, you may cancel this Agreement at any time by calling CenStar at 1-877-529-6701, but you will be required to pay the early termination fee described in Section 4 above, if applicable. If you are a residential customer, with 48 hours notice you may cancel this Agreement without penalty as a result of relocation, or if disability renders you unable to pay for service, or upon your death. If you request to cancel this Agreement, the cancellation will not take effect until the next actual meter read date following the date CenStar notifies your LDU. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. If for any reason CenStar is no longer able to economically continue this Agreement, CenStar may terminate this Agreement at any time with at least thirty (30) calendar days notice to you after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of CenStar if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to CenStar is or becomes untrue. Residential customer contracts will not be terminated if charges are in dispute, all undisputed charges are paid, and the parties agree to resolve the dispute within 30 days of when the residential customer notified CenStar of the dispute. CenStar may terminate residential service by the next meter reading subject to the preceding after 30 days notice has been provided. CenStar will not terminate residential service due to non-payment of optional services.

If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the LDU until you designate another provider of electric generation service or service is shut off by the LDU. Only the LDU may shut off your electric power.

**6. Agreement Expiration/Change in Terms.** If you have a fixed term agreement with us and it is approaching the expiration date, we will send you advance notice either in your bill or in a separate mailing at least 30 days before the expiration date. We will explain your options in this advance notice and we will follow your instructions. If you do not respond to the notice, at our discretion, we may renew your electric generation service under a month-to-month Variable market rate.

If we propose to change our terms of service, CenStar will provide written notice to you of any material change to this Agreement at least 30 days prior to the date any such change becomes effective. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective.

**7. Information Release and Authorization.** By accepting this contract I authorize CenStar to obtain information from the utility through the term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service, and when charges under this Agreement are included on my Utility bill, billing and payment information from the Utility. I authorize CenStar to release that information to third parties who need to use or be aware of such information in connection with my electric generation service, as well as to its affiliates and business partners for marketing purposes. These authorizations shall remain in effect as long as this Agreement (including any renewal) is in effect. I may rescind these authorizations at any time by either calling CenStar at 1-877-529-6701 or providing written notice to CenStar. CenStar reserves the right to reject my enrollment or terminate the Agreement if I rescind these authorizations, if I fail to meet or maintain satisfactory credit standing as determined by CenStar, or if I fail to meet minimum or maximum threshold electricity consumption levels as determined by CenStar. If I fail to remit payment in a timely fashion, CenStar may report the delinquency to a credit reporting agency.

**8. Dispute Procedures.** Contact us by any of the means provided at the bottom of these Terms and Conditions with any questions concerning our terms of service or your bill. You may contact the New Jersey BPU to file a complaint if you are not satisfied after discussing your questions or concerns with us.

**9. Warranties.** YOU REPRESENT AND WARRANT THAT YOU DO NOT HAVE ANY EXISTING PAST DUE BALANCE WITH YOUR LDU OR ANOTHER ALTERNATE SUPPLIER THAT WOULD RENDER YOU INELIGIBLE FOR CONSOLIDATED BILLING BY YOUR LDU. CenStar makes no representations or warranties, either expressed or implied, with regard to the provision of electric generation service and disclaims any and all warranties, expressed or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, or arising out of any course of dealing or usage of trade.

**10. Limitation of Liability.** You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric Energy after receipt at the delivery point or points. CenStar will not be liable for consequential, incidental, special, punitive, exemplary or indirect damages (including lost profits or other business interruption damages), whether by statute, in contract or tort, even if the result of negligence (whether sole, joint, concurrent, active or passive). All other liability will be limited to direct actual damages only, and such direct actual damages will be the sole and exclusive remedy. You hereby waive all other remedies at law or in equity. There are no third party beneficiaries to this agreement. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

**11. Mandatory Arbitration.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise (“Claim”), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed (“AAA Rules”). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. **MANDATORY ARBITRATION OF A CLAIM MEANS WAIVER OF THE RIGHT TO SUE IN A COURT AND WAIVER OF A RIGHT TO A TRIAL BY JURY.** The The arbitrator’s decision shall be

final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver".

**12. Class action Waiver. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

**13. Miscellaneous.**

(a) CenStar will not assess a charge to a residential customer for starting or stopping service, if done within the terms of this Agreement. This provision does not prohibit an early termination fee or penalty for failure to adhere to this Agreement.

(b) If CenStar is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of CenStar that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, PJM, RTOs, aggregators, other TPSs, qualified scheduling entities, LDUs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

(c) Energy delivery shall continue to be provided by your LDU. You should contact your LDU in the event of a Energy outage or emergency. Your electric service will be provided in accordance with your existing connection requirements unless you request a change by the LDU and pay for the cost of that change. You may not resell or use any electric Energy provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric Energy under this Agreement will be measured at the delivery point by the LDU providing the delivery service in accordance with the terms of the applicable tariff for electric generation service. CenStar and you will be bound by the measurement from the meters owned, installed, maintained and read by the LDU.

(d) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of laws.

(e) A wet or faxed signature on an Electric Service Agreement is an agreement to initiate service and begin enrollment with CenStar. These Terms of Service, along with your Welcome Letter or Electric Service Agreement, constitute the entire agreement between you and CenStar relating to the subject matter hereof and supersede any other agreements, written or oral, between you and CenStar concerning the subject matter of the Agreement.

(f) You may not assign this Agreement or your obligations under this Agreement without CenStar's prior written consent. CenStar may assign this Agreement, together with all rights and obligations hereunder, to (i) CenStar's electricity supplier, or such supplier's designee, (ii) an affiliate of CenStar or to any other person succeeding to all or substantially all of CenStar's assets, or (iii) in connection with any financing or other financial arrangement.

(g) Any failure by CenStar to enforce any term or condition of your electric generation service or otherwise exercise any right it may have under this Agreement will not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

(h) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

(i) The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration, and waiver of class actions will survive the termination or expiration of this Agreement.

(j) The parties may execute the Agreement in counterparts, each of which is deemed an original and all of which constitute the same instrument.

**14. Contact Information.** Please see below.

**Third Party Supplier:**

**CenStar Energy Corp**

**BPU License #: ESL-0148**

**1 Radisson Plaza, Suite 704**

**New Rochelle, NY 10801**

**1-877-529-6701**

**[www.censtarenergy.com](http://www.censtarenergy.com)**

**Hours of Operation: Monday through Friday (except holidays), 7:00 a.m. to 7:00 p.m., and Saturday, 9:00 a.m. to 4:00 p.m., Central Time**

**Local Distribution Utility**

Public Service Electric & Gas (PSEG)  
PO Box 14444  
New Brunswick, NJ 08906 (bill pay address)  
1-800-436-7734  
[www.pseg.com](http://www.pseg.com)  
In the case of an outage, call: 1-800-436-7734

**BPU Division of Consumer**

Relations: New Jersey Board of Public Utilities  
44 S. Clinton Avenue  
Trenton, NJ 08625  
1-800-624-0241  
[www.state.nj.us/bpu](http://www.state.nj.us/bpu)