
TERMS OF SERVICE – FIXED RATE PLAN

Contract for Massachusetts Retail Access Customers

Constellation Energy Power Choice, Inc. ("Constellation"), license # CS-045, is pleased to supply electricity to your home or business, subject to the eligibility requirements of your local utility ("Utility") and acceptance by Constellation. Constellation is licensed by the Massachusetts Department of Public Utilities ("MassDPU") and has entered into a service agreement with your Utility to provide this service to you. The MassDPU does not regulate the price of electric power or other charges found in this Agreement, as defined below.

1. Constellation Services

Constellation will supply electric power for your home or business. We are a retail marketer of electricity and not your local utility. With these Terms of Service you have received either a copy of your Enrollment Form, which is on the back of this page, or Welcome Letter, which was included in your initial mailing from Constellation. These Terms of Service, your Enrollment Form or Welcome Letter, and any Renewal Notice (if applicable) reflect your entire agreement ("Agreement") with Constellation and supersede any oral or written statements made in connection with this Agreement or your electricity supply.

2. Utility Services

Your Utility will continue to send your bill for Utility charges and, unless you choose separate billing, your supply charges, and will continue to deliver your electricity, respond to service and emergency needs, and provide storm restoration services. Also, you are always entitled, whenever needed, to receive basic service from your Utility.

3. Good Until Cancelled; Term

The start of your service will coincide with one of your next two billing cycles as determined by your Utility after Constellation submits your enrollment and will continue until the end of the Term indicated on your Enrollment Form or Welcome Letter unless renewed as set forth below.

4. Fixed Price

Your Fixed Price per kilowatt hour (kwh) is indicated on your Enrollment Form or Welcome Letter. Your Price is guaranteed not to change during the Term. You are responsible for paying for all electric energy supplied up to the termination date of your Agreement. Your bill will include a charge equal to the Price times the total kwhs consumed plus any associated distribution, tax, fee or other utility charges.

5. Renewal Notice; Notification of Changes

If we send you a written notice at least thirty (30) days prior to the end of the Term ("Renewal Notice"), then you will have the right to renew this Agreement at the price per kwh and term indicated in such notice by notifying us that you wish to do so. If you fail to provide us with such notice, this Agreement will automatically renew on a month-to-month basis at the then-current Monthly Variable Price, as defined herein. We will also send you a written notice at least thirty (30) days prior to the implementation of any changes in these Terms of Service, in which case such changes will become effective unless you notify us that you wish to terminate your Agreement. For purposes of this section, "Monthly Variable Price" Your Monthly Variable Price will be a variable price that changes for each calendar month during which we serve your account. On or about the 25th day of each calendar month (or the immediately following business day if the 25th is not a business day), we will determine the upcoming month's "Monthly Variable Price" for you based on our Monthly Variable Price product within the same Utility service area or ISO load zone. This Monthly Variable Price will apply to your usage during such upcoming calendar month. For any utility that pro-rates rates between months, if a billing cycle spans across multiple calendar months the utility will apply the applicable Monthly Variable Prices pro-rated based on their billing methodology. You may obtain your current Monthly Variable Price by calling us at 1-800-785-4373. Your Monthly Variable Price will be set in our discretion and may vary from month to month based on our assessment of applicable market conditions, historic and projected supply and hedging costs, prior months pricing and balancing costs projected average customer bill amounts and Utility pricing or "price to compare" and applicable pricing reset dates. Your Monthly Variable Price may include the following additional costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, and costs associated with meeting any applicable Renewable Portfolio Standards, and a profit margin determined in our discretion that may vary from month to month. Your Monthly Variable Price will not include taxes, which we will assess separately, and will not include any fees, taxes or charges directly assessed by the Utility. The Monthly Variable Price for any calendar month will not exceed 150% of the Monthly Variable Price for the preceding calendar month (prior to the effect of any utility pro-rata billing methodology). Your Monthly Variable Price may be higher or lower than the Utility price or "price to compare" and may be higher or lower than the price offered in the initial or any prior month. Savings are not guaranteed. You are responsible for paying for all electric energy supplied up to the termination date of your Agreement. Your bill will include a charge equal to the Price times the total kwhs consumed plus any associated distribution, tax, fee or other Utility charges. **You can terminate without fee or penalty at any time after your fixed price protection period ends and you are on a Monthly Variable Price term.**

6. Cancellation; Guarantee Period

Under Massachusetts law, you have the right to rescind this Agreement for any reason, without charge or penalty by providing Constellation written notice of such rescission, until midnight on the third day after you have received a copy of the Agreement. In addition, we allow you to terminate this Agreement without incurring an early termination fee within 90 days after entering into it (the "Guarantee Period") by notifying the Utility that you would like to return to Utility service. You must also notify us in writing or by calling our customer care center at 1-800-785-4373. Upon your termination of this Agreement during the Guarantee Period, we will return you to being supplied by the Utility at your next available meter read date and you will remain responsible for payment for electricity and related costs and charges incurred under this Agreement through such meter read date. Any incentives we may offer in connection with you entering into this Agreement will be provided to you after the Guarantee Period has expired without you terminating our Agreement. If you terminate after the Guarantee Period, we may charge you a cost recovery fee of, if you are a residential customer, up to \$75 depending upon the cost to Constellation of procuring electricity supplies on your behalf. 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. This Agreement is subject to any future Change in Law as further described in Section 10 below.

7. Billing and Payment

Your Utility will send you a single bill covering both your Utility's distribution and service charges as well as Constellation supply charges. Constellation's charges are due when your Utility's charges are due. Your price does not include applicable sales tax. If you are a business, then sales taxes are payable by you unless you furnish Constellation with proof of your exemption. We may terminate this service if a bill is not paid within forty-eight (48) days of receipt, or such longer time as may be permitted by 220 CMR 11.05(3)(c), and you may be liable for a cost recovery fee discussed in part six (6) above. If you are a commercial customer, then payments not received by the due date may accrue interest at 1.0% per month or the highest amount permissible under applicable law, whichever is less. If you have a question or concern about your bill, you may call our Customer Care Center M-F 8AM-6PM EST at **1-800-785-4373** or send a letter to **Constellation Energy Power Choice, Inc., c/o Customer Care, P.O. Box 4911, Houston, TX 77210**, or send an email to feedback@Constellation.com. We will refer all complaints, written or verbal, to a staff member who will acknowledge them promptly and work out a mutually satisfactory resolution. If you are still unhappy, you may contact a supervisor at any time and he or she will respond to you promptly. If your question is not resolved, you have a right to appeal to the MassDPU by writing them or calling them at **1-800-392-6066** to assist in the resolution of disputes. In the event you and we are unable to reach agreement within sixty (60) days of the commencement of a controversy, dispute, or claim, either party may call for binding arbitration in which case binding arbitration shall be conducted in accordance with the arbitration rules of the American Arbitration Association. Also the MassDPU can refer to the Massachusetts Office of Dispute Resolution disputes between electric customers and an electric distributor, generator, aggregator or supplier if the amount of the dispute exceeds \$100 and is within MassDPU's jurisdiction.

8. Service Complaints

Call your Utility (WMECO at 1-800-286-2000, National Grid at 1-800-465-1212 or NSTAR at 1-800-592-2000).

9. Emergency; Liability

IF YOU EXPERIENCE AN EMERGENCY YOU SHOULD IMMEDIATELY CALL YOUR UTILITY (WMECO AT 1-800-286-2000, NATIONAL GRID AT 1-800-465-1212 OR NSTAR AT 1-800-592-2000) AND LOCAL EMERGENCY PERSONNEL. NEITHER YOU NOR CONSTELLATION, NOR YOUR OR ITS RESPECTIVE PARTNERS, OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, PARENTS, SUBSIDIARIES OR AFFILIATES, SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT UNDER ANY TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, OR OTHER LEGAL THEORY OR FROM THE FAILURE OF CONSTELLATION OR YOUR UTILITY TO PERFORM ITS RESPECTIVE DUTIES, WHETHER OR NOT THE AFFECTED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING OPERATION AND MAINTENANCE OF THE SYSTEM OR INTERRUPTION, FROM TERMINATION OR DETERIORATION OF SERVICE OR FROM DAMAGES ARISING FROM ANY STRUCTURAL DAMAGE OR AS A RESULT OF A FORCE MAJEURE EVENT AS DEFINED IN YOUR UTILITY'S TARIFFS. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Miscellaneous

You will notify us promptly of any material changes in your electric consumption (e.g., as a result of building an extension on your home or changing the nature of your business). We may request credit information about you from a credit agency, and we may refuse to accept you as our customer if your credit score does not meet or exceed our criteria. If we accept you as our customer, we may report your payment experience to a credit agency. This Agreement reflects our entire agreement and supersedes any oral or written statements made in connection with this Agreement or your electric energy supply. You understand that there may be delays in commencing electric service under this Agreement and you will not hold us responsible for any such delays. We may assign this Agreement to another licensed supplier licensed by MassDPU provided that we give you no less than thirty (30) days written notice, and the assignee assumes all of our responsibilities and duties under this Agreement. We also reserve the right to assign or pledge this Agreement for financing or other business purposes. Any notice required shall be deemed to have been made if delivered by mail to the appropriate party. You authorize Constellation to release your customer information, including but not limited to contact information, account number and electricity usage information, to third parties that need to know such information in connection with your power and energy service and to Constellation's affiliates and subcontractors, to the extent permitted by law. Constellation will not otherwise release your customer information without your consent. This authorization will remain in effect as long as this Agreement is in effect, or you may rescind such authorization at any time by contacting Constellation. Constellation does not operate under collective bargaining agreements. Constellation will not be responsible for supplying electricity to you in the event of circumstances beyond its control such as events of Force Majeure (as defined by my Utility or any transmitting or transportation entity) including but not limited to acts of terrorism, sabotage, or acts of God.

We thank you for the opportunity to serve as your authorized electric supplier under your Utility's Energy Choices Program. Contact us Toll-Free with Questions: 1-800-785-4373

Constellation Refer A Friend Program Terms & Conditions

This Refer-A-Friend Program ("Program") pertains to Constellation NewEnergy, Inc., Constellation Energy Power Choice, Inc., Constellation Energy Gas Choice, Inc., and BGE HOME Products & Services, LLC doing business as Constellation (collectively "**Constellation**") residential electricity or natural gas supply customers referring other residential electricity or natural gas supply customers to Constellation. Your participation in this Program is subject to these Program Terms & Conditions.

Program Summary

This Program is available to our current residential electricity supply customers that have an active account with us and are current on all payments owed to us (each a "**Referrer**"). Constellation will reward Referrers through issuance of Constellation Visa® Prepaid Card in the amount of \$50 for each Qualified Referral (as defined below) or in the form of bill credits or other equivalent consideration as detailed below. This Program cannot be combined with other reward programs or special offers. Void where prohibited.

Term/Termination

This Program is effective through December 31, 2014 unless terminated earlier by Constellation. We may terminate your participation in this Program or cancel this Program at any time in our sole discretion, but these Program Terms & Conditions will continue to apply to Qualified Referrals made prior to such termination or cancellation unless your participation is terminated because of a violation of these Program Terms & Conditions. Failure to comply with any of these Program Terms & Conditions or any fraud or abuse relating to the accrual of rewards under the Program by you or anyone acting on your behalf may result in the immediate termination of your membership in the Program, cancellation of your Program account and/or forfeiture of any outstanding Program rewards. In the event of any fraud, misconduct, or suspected fraud or misconduct by you or anyone acting on your behalf or under your password, Constellation reserves the right to suspend access to your account indefinitely pending investigation.

Qualified Referrals

"**Qualified Referral**" is any residential customer located in a state where we provide residential electricity or gas supply that (i) is not currently enrolled or under contract with Constellation or otherwise supplied by us, (ii) satisfies our enrollment requirements, (iii) enrolls with us for residential electricity supply, (iv) provides your valid Referral Code upon enrollment, (v) continues to receive residential electricity supply from us for at least 60 consecutive calendar days and (vi) has made payment in full of any bills due to Constellation. Each Qualified Referral may only be credited to a single Referrer. By participating in this Program, you agree that we will make the final determination whether anyone you refer to us meets all requirements to be considered a Qualified Referral.

Rewards

The maximum cash or cash equivalent rewards that you may earn through this Program and other promotions offered by us is \$575 per calendar year. For any amounts in excess thereof we will issue you a non-refundable bill credit on your current residential supply agreement with us, which bill credit for any given month shall not exceed the amounts payable to us. We reserve the right to provide you with an alternative to our Constellation Visa® Prepaid Cards or bill credits such as a gift card or other form of consideration of equal value.

Account

As a Constellation customer you have the opportunity to access some of the data regarding your referrals and rewards through our online portal. This portal allows you to log in and view your current plan details, the status of your referrals (note: referral status is only available after a Qualified Referral has enrolled with us – statuses are either successful, unsuccessful or pending), view and track annual potential rewards, and share your unique referral code or link with friends and family.

Changes

We reserve the right at any time and in our sole discretion to cease to proceed with all or any part of this Program or to alter, change, modify or assign the terms or content of this program. If any of the Program Terms & Conditions are changed or amended in any way, we will promptly publish such variation or amendment on our website at home.constellation.com. It is your responsibility to check the Terms & Conditions page of the Program website regularly to determine whether these Terms & Conditions have been modified. If you do not agree to any modification of these Terms & Conditions, you must immediately cease participation in the Program. All previous Program offers will no longer be valid with respect to any Qualified Referrals made after the date of such change. Bill credits or other payment amounts are subject to change at any time, and such changes will apply to Qualified Referrals made after the date of such change. Additional restrictions may apply.

Confidentiality

In connection with your participation in this Program, you may receive confidential and proprietary information from us, including sensitive customer data, which you agree to keep confidential and not to disclose to any third party except as necessary in connection with your participation in this Program. You also hereby authorize us to release any such information regarding your account to someone referred by you as necessary to enroll such potential customers with us. It is your responsibility to keep the access codes we provided for your account confidential.

Referral Communications; Guidelines on Endorsements and Testimonials

We are providing you with tools to share your referral code and link with your friends and family, as well as suggested language to use when making such referrals. You are not authorized to make any other marketing claims, including claims of savings or the nature of Constellation service, as part of this Program. Any communications that you do make in connection with referrals must be honest and accurate. As part of your participation in the Program, you understand and agree that you are responsible for making truthful and accurate statements in connection with any referrals, and can be held liable for any false or misleading statements you make. You must disclose in any referral communication the fact that you are a Constellation customer, and that you may receive a \$50 reward for any successful referral.

Any emails that you send under the Program must comply with federal CAN-SPAM Act requirements. The tools we have provided to allow you to share your referral code or link include the information required under the CAN-SPAM Act, and allow us to honor recipient opt-out requests as required by the Act. You understand and agree that you are not permitted under the Program to send out emails or share your code or link through other social media other than through the tools provided by us.

You are solely responsible for complying with the requirements of this section, and we will not be responsible for your failure to do so. Failure to comply with these requirements will result in immediate termination of your Program participation and forfeiture of any remaining Program credits. In addition, you will be responsible for any resulting damages.

Independent Contractor Relationship

Your acknowledge and agree that nothing herein authorizes you to act on our behalf nor on behalf of our parents and affiliates and that nothing herein shall be construed to constitute a or imply a joint venture, employer-employee relationship, partnership or association between you and us, our its parent or their respective affiliates. You acknowledge that you enrolled in this Program at your own risk and as an independent contractor.

Indemnification

By participating in this Program, you agree to indemnify and hold harmless Constellation, its parent and their respective affiliates from and against any and all damages, costs, expenses, claims or liabilities of any kind, including third party claims, whether pending or threatened, including without limitation, reasonable attorneys' fees and court costs, incurred by any of them arising out of or related to your participation in this Program or breach of these Program Terms & Conditions.

Warranty Disclaimers; Limitation of Liability

YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. THE PROGRAM IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS WITHOUT WARRANTY OR ANY KIND, EXPRESS OR IMPLIED. NEITHER CONSTELLATION, ITS PARENT OR ANY OF THEIR AFFILIATES, THROUGH THESE PROGRAM TERMS & CONDITIONS, MAKES ANY WARRANTY REGARDING THE PROGRAM, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CONSTELLATION, ITS PARENT OR ANY OF THEIR AFFILIATES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA AS A RESULT OF CLAIMS, WHETHER BROUGHT IN CONTRACT OR TORT, ARISING OUT OF OR CONNECTED WITH THESE PROGRAM TERMS & CONDITIONS OR THIS PROGRAM, EVEN IF CONSTELLATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Acceptance and Jurisdiction

By participating in the Program, you agree that you have read, understand and will abide, and be bound, by these Program Terms & Conditions. These Program Terms & Conditions shall be governed in all respects in accordance with the laws of the State of Maryland without regard to the conflict or choice of law rules thereof. The federal and state courts located in Baltimore, Maryland shall have exclusive jurisdiction over any dispute arising hereunder and by participating in this Program you consent to same.

General

You may not assign the right to participate in this Program to any other party. We may assign these Program Terms & Conditions or assign or delegate any of our rights or responsibilities hereunder to independent contractors or other third parties. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and executed by our authorized representative. No delay or omission by us in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies.