

## Just Energy Terms and Conditions

**1.0 About this Contract.** The Terms and Conditions in this section are part of the Product Sheet. They are in addition to, and take priority over, the Standard Terms and Conditions attached. Where we use capitalized terms that are not defined, they have the same meanings as defined in the Standard Terms and Conditions. We may change these Terms and Conditions and the Standard Terms and Conditions (except the Energy Charge and selected Term) by giving you notice of the change(s). You have 30 days from the date the notice is sent to tell us that you do not accept the change(s), in which case the existing Terms and Conditions will remain in effect. You consent to Just Energy obtaining your historical usage information from the Distribution Company for each Site bound by this Contract. You may not make handwritten alterations to this Contract. The content of our marketing material does not form part of this Contract. Existing customers cannot enter into this Contract pursuant to a re-contract (as reflected by a capital letter "R" in the top right corner of the Product Sheet). You agree that if both natural gas and electricity programs are selected on the Product Sheet, the Contract results in a separate contract for each of the natural gas and electricity programs.

**2.0 Application.** This Contract applies to Small Volume Customers which include residential and small business customers who consume less than 680 GJ of natural gas and/or 39,000 kWh of electricity per year or is otherwise accepted by us to qualify under this Contract.

**3.0 Verification of this Contract.** Our policy is to verify customer contracts by recorded telephone call. You consent to the recording of all telephone calls related to this Contract and subsequent renewals, and the maintenance of these recordings. If we cannot contact you to verify this Contract then we will have the option to cancel the Contract without cost to either of us.

**4.0 Accuracy of Information.** You are responsible for the accuracy of the information you provide in this Contract and any charges resulting from incorrect information. You understand that the accuracy of the Site ID(s) you provide is particularly important. You agree that we may correct errors in the information provided where it is possible to do so.

**5.0 JustGreen.** Just Energy will supply the Customer with the quantity of JustGreen Power participation level selected by the Customer on the Customer Agreement. **5.1 JustGreen Power:** For each JustGreen Power participation level that the Customer selects, Just Energy will purchase and retire renewable energy certificates or attributes ("green energy") to ensure that 60%, or 100% worth of the Customer's metered electricity consumption is produced by non-polluting generation sources such as hydro, wind or bio-mass and injected into the electricity grid. Just Energy can suspend or discontinue JustGreen at any time (you will then stop paying for it but the rest of this Contract will remain in effect). If you fall into Default due to the non-payment of your account, we may forego the retirement of any carbon credits and/or green energy on your behalf equal to the outstanding amount owing. Carbon credits and green energy that we purchase and retire on your behalf will: (a) relate to carbon credits and green energy produced in the year you pay for the units (plus or minus 12 months); and (b) remain our legal property.

**6.0 Term.** The Term of this Contract begins on the "Start Date" and expires on the "End Date" (if no selection is made, it is deemed the longer of the available options). **Start Date:** the day we begin supplying Energy to your Site under this Contract. If you are a new Customer, it will be within 90 days from signing. If you are an existing Customer (and this is a re-contract), it is the day following the end of your current Contract with us. You understand that the Start Date may be delayed (for reasons such as the Contract being improperly completed, not submitted to us, not implemented by your Distribution Company, etc.) at our sole discretion. **End Date:** our last day of Energy supply to your Site (it will be up to 5 years from the Start Date, depending on the Term you chose), plus any time needed to obtain a final meter read. A new Term will begin if you choose the Blend & Extend Option or if this Contract is renewed.

**7.0 Blend & Extend Option.** You can request this option if, in the future, your Price differs from Just Energy's posted rate being offered to new Small Volume Customers. To qualify, your Term of this Contract must be at least 1 year and your request must be made at least 6 months prior to the End Date. If we accept your request, we will offer you a new blended Price (based on a weighted average of your Price and the future posted rate) and a new Term. All other Terms and Conditions of this Contract will remain the same. The Customer can exercise the blend and extend option once during the Term of the Agreement. Contact us for details.

**8.0 Charges Under This Contract.** We will supply you with Energy and JustGreen, as applicable. **8.1 Natural Gas Charge.** Your natural gas consumption multiplied by your Natural Gas Price. **8.2 Electricity Charge.** Your electricity consumption multiplied by your Electricity Price. **Balancing Adjustments** are incorporated into your Electricity Price; you may receive a credit to your bill from Balancing Adjustments (a reduced bill amount) and not an increase for any consumption period. The Balancing Adjustment covers costs for: (i) the difference between your consumption each hour and the amount we purchase for you in wholesale markets based on our calculations using historical data, load profiles (which are regulated by the Alberta Utilities Commission under the *Electric Utilities Act*) and/or estimates. **8.3 JustGreen Power Charge.** Your electricity consumption multiplied by your JustGreen

Power Price. **8.4 Additional Charges.** We reserve the right to charge you for services such as our costs to provide additional bills, etc. Charges may include i) Distribution and transmission line losses, ii) unaccounted for energy, iii) ancillaries, and iv) spot pool trading charges. **8.5 Late Payment Charge.** You are responsible for paying your account balance on time even if you don't receive a bill. If you pay this balance after the due date, you will be required to pay a late payment charge equal to 2.5% (compounded monthly) of the outstanding balance on your account as of the bill due date. You agree that this late payment charge is not interest. **8.6 NSF Payment Charge.** Any payment that fails as a result of non-sufficient funds will result in a charge of \$25 (or more if we are charged more by our bank).

**9.0 Early Exit Fee.** If this Contract ends early due to your Default, you must pay us liquidated damages in the amount of \$100 per Site ID in the first year and no fee thereafter (for example, if you end your Contract at any time during the first year of the contract term, you would pay an Early Exit Fee of \$100 per Site ID; if you end your Contract after the first year, you do not need to pay an Early Exit Fee). You agree that the Early Exit Fee is a genuine pre-estimate of the damages we would suffer and is not a penalty. If you have been automatically renewed more than once for subsequent Terms with Just Energy you can cancel your Contract at anytime without penalty.

**10.0 Tax Exemption.** If you have tax exempt status, you must provide us with documentation proving this status within 10 days of signing the Contract.

**11.0 Renewal.** We will provide you with at least 30 days notice before the end of the Term with an offer to renew the Contract for an additional Term subject to new Terms and Conditions, and the new price. Should you wish to renew, you must provide us with your written acceptance outlined in the renewal offer. At the time of printing, the law provided that, for "Consumers" (a Customer who enters into a marketing contract to purchase less than 2,500 GJ of natural gas per year or 250 MWh of electricity per year) (i) automatic renewal could not exceed one year and notice must be given at least 30 days but no more than 6 months prior to the end of the Contract; and (ii) longer renewals require consent in writing or a recorded call. We will follow the minimum conditions for renewal required by law that are in effect at the time of renewal, which we both agree are incorporated in this Contract.

**12.0 Termination, Default.** We may terminate the Contract, without you paying the Early Exit Fee and without penalty or cost to us, if the Distribution Company no longer services the Site or takes steps to disconnect or cease supply, or if we are required or permitted by law to terminate the Contract. We may terminate the Contract and you will be required to pay the Early Exit Fee if you fail to perform, or breach, any provisions of the Contract or if you request that the Site(s) be supplied by the Distribution Company or another retailer (a "Default").

**13.0 Assignment.** We may sell, assign, transfer or grant a security interest in all or any part of our interest in the Contract, or pledge the Contract or the proceeds under the Contract as security for any obligation, without your consent and without notifying you. You cannot assign this Contract without our written consent.

**14.0 Moving.** Section 4.1(a) of the Standard Terms and Conditions is amended so that the second sentence is replaced with the following: "If the new location is within a territory we serve, we will have the option of amending this Contract to apply to the new location. If we choose not to amend the Contract it will be cancelled and we will not charge you the Early Exit Fee."

**15.0 Inability to Perform.** Where events beyond our control, including any force majeure events declared by our direct or indirect suppliers, affect our ability to supply Energy or services at the Energy Charge, you agree to pay for Energy or services supplied at the market price available to us for the duration of time that our ability is so affected.

**16.0 Dispute Resolution, Binding Arbitration.** You may contact us with regard to a concern or dispute under this Contract by mail, fax or telephone using our contact information as set out at the top of the Product Sheet. Both parties will, in good faith, use commercially reasonable efforts to resolve a dispute. If not resolved within 45 days, you can refer it to the Utilities Consumer Advocate, Alberta Government, at the toll-free # 310.4822 and ask for details about its dispute resolution process. We can require you to submit to final, binding arbitration pursuant to Governing Law. You agree to waive any right to commence or participate in any class action related to this Contract. To avoid Default you must still pay all undisputed sums by their due date.

**17.0 Governing Law.** The Contract is governed according to the laws of the Province of Alberta and the laws of Canada that apply in Alberta.

## 2.0 Supply of Energy

**2.1 Conditions for supplying Energy.** a) Before we supply you with Energy and services, you must meet our credit requirements, and you must continue to meet our credit requirements; and b) Before we supply you with Energy and services, the Distribution Company must enroll your Site with us designated as your retailer.

## Standard Terms and Conditions

**1.0 How we define certain key terms in our Contract.** These terms and conditions are approved by the Director of Fair Trading pursuant to the Energy Marketing Regulation. They have been drafted in plain language to make it easy for you to understand.

<b>Contract</b>	These terms and conditions, the Product Sheet and the Recorded Call if applicable.
<b>Directive</b>	Any contract with a Distribution Company or its tariffs, policies, or directives.
<b>Distribution Company</b>	The organization that operates your local natural gas or electricity distribution system, including the load settlement agent.
<b>Early Exit Fee</b>	Your cost to end your Contract with us before its expiry date. The amount is described in the Product Sheet.
<b>Energy</b>	The natural gas or electricity, or both, that you are buying under this Contract.
<b>Energy Charge</b>	The price per unit that you agree to pay for the Energy supplied to you under this Contract. It is described in the Product Sheet.
<b>Laws</b>	Any law, regulation, Directive, or other legal requirement relating to this Contract or the supply, sale, receipt and purchase of Energy.
<b>Other Charges</b>	The amounts you will pay us, in addition to the Energy Charge, that are related to the supply of Energy and services under this Contract. They are charged by third parties related to third party enrollment and exit fees, franchise fees, local access fees, transportation charges, transmission charges, delivery charges and Taxes. They also include amounts charged by us that are described in the Product Sheet.
<b>Product Sheet</b>	The document titled "Product Sheet" that describes what you are purchasing and your personal information.
<b>Recorded Call</b>	The recorded telephone call that describes what you are purchasing and your personal information. A telephone call conducted to verify a written agreement is not a Recorded Call.
<b>Site</b>	Your home, business or other locations noted as Site ID numbers in the Product Sheet.
<b>Site Administration Fee</b>	The amount set out in the Product Sheet that we charge you each month for each Site to administer your account.
<b>Start Date</b>	The date on the Product Sheet you will first receive Energy from us under this Contract.
<b>Taxes</b>	All lawful taxes and charges related to your purchase of Energy and services under this Contract.

**2.2 Credit requirements and deposits.** You agree to provide us with and authorize us to receive from third parties reasonable financial and credit information if we request it. We will use it to evaluate your creditworthiness, and as a result we may require a deposit at any time during the term of this Contract.

**2.3 Appointing us as your agent.** By entering into this Contract, you appoint us as your limited agent to deal with third parties for all purposes related to the performance of this Contract. In this role, we will conduct activities such as enrolling your Site, acquiring and arranging for the supply of Energy and services to you, and billing you for the Energy and services supplied to you. You authorize the Distribution Company to give us your consumption information and any related information that we may require. This agency relationship ends when both of us have completed all obligations under this Contract and any renewal of it. When we act as agent, we only do so for the purposes directly related to this Contract. You are free to make your own decisions about the Energy and Contract you choose, and you agree that we are not your financial advisor and therefore have no liability for your choices.

### 3.0 Billing, Metering and Payment

**3.1 Billing.** We will bill you regularly and you must pay your bill. Your bill includes charges for all Energy supplied to you based on the Energy Charge, Other Charges, Site Administration Fee and any deposit. Occasionally your bill will contain charges or credits for adjustments related to those charges or your Energy consumption.

**3.2 Estimated and actual consumption.** The portion of your bill related to consumption is based on your metered Energy consumption and estimates of consumption that we or the Distribution Company make. Periodically, we will make adjustments between estimated and actual consumption and bill you a debit or credit.

**3.3 Late payments or disputed invoices.** If we do not receive

your payment by the date indicated on the bill, we will charge you the late payment fee set out in the Product Sheet. You have the right to dispute incorrect calculations or estimates if you inform us promptly, but you must pay your bill in full while a dispute is being resolved. If you are correct, we will adjust your bill. You are responsible for all legal and collection fees associated with us trying to collect any amounts owing, including Early Exit Fees.

**3.4 Use of deposit.** We may use any deposit made by you for the payment of any amounts owing pursuant to this Contract.

### 4.0 Changes to the supply of Energy and ending this Contract

**4.1 Moving.** a) You must give us at least 45 days advance notice before you move and tell us your new address. If the new location is within a territory we serve, we will amend this Contract to apply to your new location. Any interruption in supply of Energy or services caused by your failure to give us 45 days notice and any additional costs either of us incur in serving the new location will be your responsibility.

b) If you move out of Alberta or to a territory we do not serve, then on the date of your move, this Contract will end without liability to either of us. If you move to a territory where we supply only electricity or natural gas, then, on the date of your move, this Contract, as it applies to the other commodity, will end without liability to either of us.

c) If we cannot supply electricity or natural gas, or both, to your new location for any other reason (including that a third party supplies you with electricity or natural gas, or both), this Contract, as it applies to electricity or natural gas, or both, will end and we may charge you the Early Exit Fee.

**4.2 Transferring this Contract.** You may transfer this Contract to another person with our consent, which may be withheld. We may transfer this Contract to another Energy retailer by giving you notice.

**4.3 We can end this Contract if...** We can end this Contract and charge you the Early Exit Fee if you:



- a) do not pay your bill in full by the date on your bill;
- b) do anything that prevents us from supplying you with Energy or services;
- c) increase your consumption above 2,500 GJs or 250,000 kWhs per year; or
- d) do not give us satisfactory financial or credit information, do not give us a deposit when we request one, or do not meet our credit requirements.

**4.4 You can end this Contract if...** You can end this Contract without cost or payment of the Early Exit Fee:

- a) within 10 days after a copy of this Contract, signed by you, is received by us; or
- b) within 60 days after the date you receive your first bill from us if this Contract was entered into during a Recorded Call; or
- c) if another contract presently exists for the supply of Energy to your Site (but not if the existing contract expires on or before the start of this Contract). You can end this Contract without payment of the Early Exit Fee within one year from the date this Contract is entered into if we i) do not set out the date the supply of Energy or services will begin; ii) do not begin the supply of Energy or services within 30 days of that date (unless you expressly authorize the late start); or iii) were not properly licensed when we entered into this Contract.

**4.5 De-Enrolling You with the Distribution Company.** When this Contract ends we will ask the Distribution Company to de-enroll your Site. When it does, you will receive Energy from a default supplier or another retailer you choose. The obligations under this Contract will not end until the de-enrolment is finished and we have each completed all of our obligations to each other.

**4.6 Payment of Early Exit Fee.** If we charge you the Early Exit Fee, it will appear on your bill. If you do not pay it to us by the date indicated, we will charge you the late payment fee.

## 5.0 Unexpected Events

**5.1 Inability to Perform.** Certain events beyond our control may make it impossible for us to supply Energy or services to you. We are not legally responsible to you in those events and will resume supplying Energy or services as soon as we reasonably can. This Contract will otherwise remain in full effect.

**5.2. Change of Laws.** If we believe a change in Laws requires that we make a change to this Contract, we will notify you and the changes will apply 30 days after the notice is sent. The Energy Charge and expiry date will not change unless you agree. If a change in Laws stops us from supplying Energy or services under this Contract or creates additional costs for us that are not included in Other Charges, then we may end this Contract. If so, we will notify you and 30 days after the notice is sent, this Contract will end without liability to either of us.

## 6.0 Other duties and responsibilities

**6.1 Promises.** We both need each other's assistance to successfully perform this Contract. Therefore, we both promise to comply with Laws and to help each other in enrolling your Site.

**6.2 LIMITATION ON RESPONSIBILITY.** WE DO NOT CONTROL THE PHYSICAL SYSTEMS THAT CARRY YOUR ENERGY AND THEREFORE WE DO NOT CONTROL WHETHER OR HOW YOU RECEIVE ENERGY. WE HAVE NO CONTROL OVER THINGS SUCH AS THE QUALITY, PRESSURE, VOLTAGE, FREQUENCY OR CONTINUITY OF YOUR ENERGY OR ITS SUPPLY. OTHERS, INCLUDING THE

DISTRIBUTION COMPANY, CONTROL THESE THINGS AND WE ARE NOT RESPONSIBLE FOR ANY OF THEM. WE ARE ONLY RESPONSIBLE FOR DAMAGES CAUSED DIRECTLY BY OUR ACTIONS (AND SPECIFICALLY EXCLUDE LIABILITY FOR THE ACTIONS OF THOSE FOR WHOM WE ARE NOT RESPONSIBLE AT LAW). WE ARE NOT RESPONSIBLE FOR PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OR DAMAGES FOR LOSS OF USE, REVENUE, PROFIT OR OPPORTUNITY.

## 7.0 Miscellaneous

**7.1 Privacy.** Our privacy policy governs the way we use the information you give us. We only use it to establish and collect money for your account, to supply Energy under this Contract, to meet our contractual obligations with others, for law enforcement activities and to communicate with you about our other services. You consent to us collecting, retaining, using and disclosing your information in this way unless you contact us and tell us otherwise. Any withdrawal of consent that prevents us from supplying Energy and services will result in the application of the Early Exit Fee. If you have any questions about the collection or use of this information, please visit our website or contact us by calling the number on your bill.

**7.2 Notices.** Each of us must deliver any notice related to this Contract to the other's address on the Product Sheet. You are required to produce independent evidence that the notice was delivered. Each of us may change our address by giving notice to the other.

**7.3 Entire Contract and execution.** We both agree that this Contract is the only thing we may look to as the evidence of the agreement between us. Except for changes to personal information and the like, we both can only amend this Contract in writing or by telephone if allowed by Laws.

**7.4 Waiver, remedies and sections that don't end.** No failure or delay to exercise a right under this Contract will cancel that right. Seeking one remedy does not prevent either one of us from seeking any other remedies we are entitled to seek. Section 6.2 does not end when this Contract ends but stays in effect.

**7.5 Fixing legal problems with this Contract.** If any part of this Contract is illegal or cannot be enforced, we both agree that it will be fixed to be legal and enforceable. If that part cannot be fixed without changing our intention in this Contract, it will be removed and the rest of this Contract will stay in effect.