Terms And Conditions

Name:	Titan Gas, LLC d/b/a Titan Gas and Power d/b/a CleanSky Energy
Address:	3355 W Alabama, Suite 500, Houston, TX 77098
Charges:	This is a fixed price agreement and the rate will be 11.79¢ per kWh. This does not include your utility's delivery charges or any applicable taxes.
Term and Renewal:	This Agreement shall become effective as of the enrollment date and shall commence on the first utility transfer date ("Effective Date") of the service address(s) and continue for the 24 month(s), unless terminated pursuant to this agreement. Your agreement for electricity supply with CleanSky Energy will automatically renew at the end of the initial term unless you take action to cancel or modify it. Before the end of your initial term, we will send you a notice that your term is about to expire. If you do nothing, your service with us will continue at the price and term length specified in the notice.
Early Termination Fee:	There is no early termination fee.
Deposit and Switching Fees:	CleanSky Energy will not charge or collect a deposit or prepayment. CleanSky Energy will not charge switching fees to switch to CleanSky Energy's service. Your current supplier and/or the Utility may charge such fees.
Savings:	Savings are not guaranteed.
Recission:	Customer may rescind this Agreement without fees or penalties within ten (10) calendar days after the date on the electric utility's written notice to the customer confirming the switch. Customer may rescind in writing, orally, or electronically via email.
Disclosures:	CleanSky Energy is an independent seller of electric power and energy services, certified by the Illinois Commerce Commission. CleanSky Energy is not representing, endorsed by or acting on behalf of the Utility, a Utility program, governmental bodies, program of a governmental body. The Utility remains responsible for the delivery of electric power and energy to your premises and will continue to respond to any service calls and emergencies. You will receive written notification from the Utility confirming a switch of your electricity supplier. CleanSky Energy can be reached at 1-888-355-6205. ComEd can be reached at 1-800-337-7661. The Illinois Commerce Commission's Consumer Services Division can be reached at 1-800-524-0795.
Uniform Disclosure Statement:	A summary document entitled "The Uniform Disclosure Statement" (UDS) is attached to this contract. The UDS has important disclosures, including information about your new rate and your right to end this contract without termination fees or penalties other than charges or fees for devices, equipment, or other non-electrical services. Please read both this contract and the UDS carefully.
Agreement Description:	This is an agreement for electric generation service between Titan Gas, LLC d/b/a Titan Gas and Power d/b/a Cleansky Energy ("CleanSky" or "CSE") and Customer ("you" or "Customer"), for the service address(s) set forth in the Uniform Disclosure Statement ("UDS"). Together, the UDS and the Terms of Service ("TOS") set forth herein collectively describe Customer's agreement to purchase electric generation service from CleanSky ("Agreement"). This TOS document details the procedures and terms of the Agreement and is generic with regards to specific pricing and contract terms. The UDS provides specific product offer details.
Tax Exemption:	A tax exemption certificate must be submitted for each service location marked as tax exempt during the enrollment process with CleanSky Energy. All service locations will be submitted as taxable without a valid exemption certificate. CleanSky will submit an updated tax status to the Utility if Customer provides tax exemption documentation within 30 days of a submitted enrollment. Customer must petition the state for tax refunds due if proper documentation is provided more than 30 days after this Agreement is executed.

Renewable Energy Plans:	CleanSky purchases and retires Renewable Energy Certificates ("RECs") to offset 100% of Customer's electricity usage. CleanSky's renewable Price Plan rates include a charge for the purchasing of RECs. CleanSky will (directly or indirectly) retire, on Customer's behalf, non-certified RECs resulting from electricity generated from renewable energy sources, which may include solar, wind, hydro, or any other zero-emission source. CleanSky guarantees our Customer's electricity usage is offset with a direct investment in 100% RECs in an amount sufficient to match Customer's annual consumption from the Electric Distribution Company ("EDC"). Each REC represents proof that 1 megawatt-hour (MWh) of electricity was generated from an eligible renewable energy resource to the grid. Customer will not have electricity from a specific generation facility or renewable energy source delivered directly to Customer's meter. CleanSky may take up to three (3) months after the end of the calendar year to retire RECs needed to fulfill the obligations of this product. CleanSky will not be liable to Customer or other parties for advertising assertions associated with CleanSky's renewable offers. CleanSky does not own, and we are neither a subsidiary nor affiliate to any coal, oil, gas, or nuclear generation facility. CleanSky Energy does not retire RECs generated in Illinois.
Billing and Payment:	Customer will receive one bill ("Utility Consolidated Billing") from the applicable electric utility which includes CleanSky Energy's generation supply charges as well as the electric utility's delivery charges. Depending on the selected Price Plan, Customer may receive two (2) separate bills ("Supplier Billing" or "Dual Billing"), one bill from CleanSky Energy for Customer's supply charges, and one bill from the Utility for the delivery charges. In both cases, CleanSky's fees will be reflected separately as itemized charges on Customer's invoice. CleanSky Energy's fees will be reflected separately as itemized charges on Customer's invoice. Customer bill is subject to adjustment for any missed billing or computation errors, such as meter misreads. Customer's payment will be due to the EDC by the date specified on the invoice. Except as otherwise provided in this Agreement or by law, Customer shall pay all taxes of any kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein. Invoices billed directly from CleanSky Energy to residential and small business customers may be required to be paid via automatic payment (debit card, bank draft or credit card). Payment will automatically be deducted from your account on the due date of the invoice. If you terminate the applicable debit authorization required for the fixed-rate agreement, your plan will be changed to another available plan in accordance with the terms of this Agreement. If applicable, CleanSky Energy will deliver monthly invoices to residential and small commercial customers in electronic format via email, to the email address specified at the time of enrollment or in the UDS, or to such other email address as you direct in writing. Upon written request, Customer may receive an invoice in paper format via US Mail at Customer's designated billing address.
Complaints and Dispute Resolution:	Customers may submit a complaint via email to CustomerConcerns@CleanSkyEnergy.com, or verbally by calling 1-888-355-6205 Mon-Fri 9:00 a.m. to 7:00 p.m. EST Saturday 10:00 a.m. to 2:00 p.m. EST. Customers with questions or disputes with their bill should contact CleanSky's customer service to assist. For unresolved issues, Customer must first contact CleanSky Energy or the Utility to try to resolve the problem. If the issue is not resolved to Customer's satisfaction, an informal complaint may be filed through the ICC's Consumer Services Division. The informal complaint may be filed by mail at: Illinois Commerce Commission 527 East Capitol Ave Springfield, IL. 62701 or the Utility Choice Hotline at toll free 1-800-858-9277 or online at https://www.icc.illinois.gov/.
Force Majeure:	If CleanSky 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. CleanSky will take all reasonable steps to remedy the effect of the Force Majeure event. "Force Majeure" means any act or event that is beyond the reasonable control of CleanSky that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including the utilities in Illinois, PJM, aggregators, other suppliers, scheduling entities and agents, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.
Customer Information and Authorization:	Customer authorizes CleanSky Energy to obtain information from the utility, including account information, historical and future electric consumption, rate classification, meter readings, characteristics of electric service, and billing and payment information. This authorization will remain in effect during the Term and any renewal term of this Agreement. Acceptance of this Agreement is an authorization for the release of the information. By providing telephone numbers, including wireless and work numbers to CleanSky, Customer expressly consents to being contacted at those numbers by CleanSky or a party calling on behalf of CleanSky for any purpose related to Customer's account, or future possible goods or services, including debt-collection, by a live person, pre-recorded voice, and/or automated dialing. If Customer has utilized an agent or broker to contract energy purchases from CleanSky Energy, Customer authorizes CleanSky to disclose to the agent or broker information pertaining to Customer's electric purchases as applicable. Customer (and Customer's signatory, if signatory is noted as Customer's spouse/civil union partner) agree to CleanSky obtaining a credit report and investigating Customer's (and, if applicable, signatory's) credit rating, credit history and Utility bill payment status and history. CleanSky is not obligated to accept, or continue performing, this Agreement if Customer does not meet CleanSky's credit requirements.

Written Notice and Electronic Disclosure Authorization:	Written notice includes, but is not limited to, notice by electronic mail to a valid email address provided by Customer. If Customer is enrolling or renewing electronically, Customer is consenting to electronic receipt of all the required disclosures provided during the enrollment process, like the UDS and Terms of Service. Customer must have a valid email address and is obligated to keep CleanSky Energy informed of any changes to the email address provided during enrollment or renewal, or any changes or withdrawal of consent for the electronic transmission of customer disclosures.
Rewards and Incentives:	For purposes of receiving any rewards, bonuses and/or incentives, active accounts are defined as those (i) that are billing more than $0 and (ii) for which CleanSky has not received a request to discontinue (drop) service or change programs and (iii) are in good standing (no past-due balance owed) during the minimum required number of days stated in the offer. Rewards and/or incentives are also subject to any terms and conditions stated in the offer and as may be located on CleanSky's website(s). More information on the terms and conditions of any reward and/or incentive programs are available by calling 1-888-355-6205. CleanSky reserves the right to disqualify any account holder from participation in rewards and/or incentives programs.
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, or by calling 1-800-778-7879. 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 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 in which Customer is located, 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 actions contemplated in section entitled "Class Action Waiver" below.
Class Action Waiver:	Any Claim permissible herein must be brought in the party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). Each of the parties expressly waives 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 INDIVDUALLY OR TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY THROUGH ARBITRATION.**
Warranties:	**CleanSky Energy MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC 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.**
Limitation of Liability:	Customer will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. **CleanSky Energy 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. CUSTOMER HEREBY WAIVES 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.