

**Terms of Service for:
Green Powered
25% Level**

Effective 10/19/2018

Green Powered is a program of Green Energy Consumers Alliance, a nonprofit organization with a mission to harness our power as energy consumers to speed the transition to a low-carbon economy.

This Customer Agreement for renewable energy service (“Agreement”) is between Green Energy Consumers Alliance, Inc. (“Green Energy Consumers”) and you, a customer who has opted into our Green Powered program, allowing Green Energy Consumers to provide you with green electricity. Green Energy Consumers is licensed by the Massachusetts Department of Public Utilities as well as the Public Utilities Commission in Rhode Island to administer their Green Powered program in Eversource and National Grid’s electric territories. These Terms of Service govern your participation in the Green Powered program. Please keep a copy for your records.

From the date on your enrollment email, you are given three business days to change your mind before we may enroll you in the program and begin billing you for Green Powered service. Either before or after enrollment, you may cancel your participation with no penalty by calling Green Energy Consumers’ toll-free customer service number (1-800-287-3950 x5) or by writing to the address listed below.

Level:

25% of your electricity usage is matched with renewable energy for 2.2 cents per kWh.

Who should I contact for more information?

Green Energy Consumers Alliance, Inc. (“Green Energy Consumers”)
284 Amory Street
Boston, MA 02130
Phone: 617-524-3950 x5 or 1-800-287-3950 x5 Boston office
Email: hello@greenenergyconsumers.org
Web address: www.greenenergyconsumers.org

We also have an office in Rhode Island at 2 Regency Plaza, Providence, RI 02903.

What is the Green Powered 25% option?

The 25% option supports wind energy projects in New England through the purchase of renewable energy certificates (RECs) to match 25% of your electricity consumption, above and beyond the renewable energy in your electricity that is already required by state law. This is billed to you at a rate of 2.2 cents per kilowatt-hour you use each month for electricity.

What is a REC? A Renewable Energy Certificate (REC) is a tracking device for renewable energy. Each REC represents 1 megawatt-hour (MWH) of electricity that has been generated by a renewable energy source in New England, and contains information on emissions, time of generation, and source. A REC can only be used once to count towards a consumer's electricity usage. We will purchase and retire RECs on your behalf. Green Energy Consumers will retire these certificates to ensure that they are not used for other purposes. You will not be taking ownership of either RECs or any associated electricity. However, because we buy the REC on your behalf, you can claim the electricity it represents – “my home is powered by 25% green power,” for example. To learn more about RECs, visit www.greenenergyconsumers.org/greenpower/whyswitchingworks

Nothing will change about how you pay your electric bill or your electric utility and their responsibilities to you.

Will wind power be coming to my house?

No. Instead, you will be ensuring that an amount of renewable energy equivalent to your electricity usage comes onto the New England power grid, pushing off the need for dirty fossil fuels and increasing the demand for renewable energy. See the resources participants have supported over time at greenenergyconsumers.org/local-sources

What is the term of this Agreement?

Your participation has no term. As long as you have provided correct and complete information during the application process, you will be successfully enrolled. Once successfully enrolled, you will be given a start date and after this date, your participation will begin.

We will continue to bill you until your account is cancelled. You may cancel at any time with no penalty.

How will I know that I am participating in the Green Powered program?

As long as you have provided correct and complete information during the application process, you will be successfully enrolled. The enrollment process can take 1-3 weeks. Once successfully enrolled, you will be given a start date. After this date, your participation will begin—meaning we will begin tracking your usage and billing for Green Powered (see the next section, “How will I be billed?”). *If your utility is National Grid or Eversource (formerly WMECO, Western Mass), it may take up to 2 billing cycles (months) to see Green Powered charges appear on your electric bill.*

Your participation will look like this:

1. You will be billed monthly directly on your electricity bill (National Grid “GreenUp” and Eversource (formerly WMECO, Western Mass) “WGO” customers) or via a credit card on file (Eversource (formerly NSTAR, Eastern Mass.))
2. Green Energy Consumers uses the Generation Information System, operated by the New England Power Pool, to ensure that Green Energy Consumers has purchased and retired RECs on your behalf from the sources indicated on the disclosure label. This information is also subject to oversight by state regulatory bodies. Each quarter, Green Energy Consumers will send you a disclosure statement detailing the renewable electricity sources associated with the electricity you used in the previous quarter.
3. You will also receive periodic communications from Green Energy Consumers, such as newsletters and emails.
4. You will receive an email and/or letter in January detailing your tax-deductible contributions.

How will I be billed?

It depends on your utility.

If your utility is Eversource, formerly NSTAR (Eastern Massachusetts): Payments associated with Green Powered will be automatically deducted from the credit card or debit card you have provided to Green Energy Consumers. Payments for Green Powered are separate from and in addition to your current electric utility charges and do not in any way affect or replace your obligation to pay your Eversource for the services it provides. No interest will accrue on any arrears associated with Green Powered.

You will be charged monthly. The amount will change from month to month based on your kilowatt-hour usage on your electricity bill. We will bill you during the first business day of each month for your electricity usage in the previous month, as reported to us by Eversource. Green Energy Consumers will notify you of the total charges via email (from hello@greenenergyconsumers.org) each month on billing day.

If your utility is Eversource, formerly WMECO (Western Massachusetts): Charges associated with Green Powered will be automatically included in your regular monthly electricity bill from Eversource as part of their “WMECO Green Option (WGO)” program, and are payable directly to Eversource. Charges for Green Powered are in addition to other charges on your electric bill and do not in any way affect or replace your obligation to pay Eversource for the services it provides. No interest will accrue on any arrears associated with Green Powered. The low-income guarantee will not apply to the provision of Green Powered. You must also pay all applicable federal, state and local taxes and charges.

If your utility is National Grid (Rhode Island, parts of Massachusetts): Charges associated with Green Powered will be automatically included in your regular monthly electricity bill from National Grid as part of their “GreenUp” program, and are payable directly to National Grid. Charges for Green Powered are in addition to other charges on your electric bill and do not in any way affect or replace your obligation to pay National Grid for the services it provides. No interest will accrue on any arrears associated with Green Powered. The low-income guarantee will not apply to the provision of Green Powered. You must also pay all applicable federal, state and local taxes and charges.

How will my bill be calculated?

We match 25% of your electricity usage with renewable energy for a price of 2.2 cents per kilowatt-hour (kWh). This price will be applied to your monthly electricity usage.

Example: The average New England household uses about 600 kWh/month. The total cost of the 25% option for this household would be calculated as follows: 600 kWh x 2.2 cents = \$13.20 for a given month. We would use this to ensure that 150 kWh of renewable energy comes onto the New England electric grid on your behalf.

Your total charges for the 25% option will vary from month to month according to your electricity usage.

Are my payments tax-deductible?

Yes – your payments are considered as charitable contributions, and can be claimed as such if you itemize your federal tax deductions! Green Energy Consumers is a 501(c)(3) non-profit organization. Your participation in Green Powered makes a contribution towards the development of renewable energy generating sources. Please note that the amount you will be able to deduct will be based upon what you actually pay, rather than what you are billed. Starting January 1, 2019, you may track your payments at www.greenenergyconsumers.org by clicking “My Account” at the top right-hand corner and creating a member log-in.

Each January, Green Energy Consumers will send you a tax receipt detailing the total amount you paid toward Green Powered (and any of our other charitable programs) in the previous year.

Payments to your electric supply provider and distribution utility on your electric bill are not tax-deductible as charitable expenses.

What is Green Powered’s relationship with my utility?

Green Energy Consumers and your utility are working together solely for the purpose of offering you the opportunity to participate in Green Powered. Green Energy Consumers is not responsible for your utility’s failure to deliver electric service to you, or otherwise meet its obligations to you, and in the case of a power outage or other service need, you should contact:

If your utility is National Grid: 1-800-322-3223

If your utility is Eversource: 1-877-659-6326

Green Energy Consumers is a supplier of National Grid's GreenUp program and of Eversource's (formerly WMECO) WGO (WMECO Green Option) program. Additionally, we have a data transfer relationship with Eversource (formerly NSTAR) which allows us to bill their customers for green power. These relationships ensure that we receive data on your monthly electricity usage and can retire Renewable Energy Certificates (RECs) on your behalf. In other words, with your usage information, we are able to ensure that an amount of renewable energy equivalent to 25% of your electricity use will flow onto the New England power grid on your behalf.

What fuel sources will be used to generate the 25% option?

All resources are located within New England. Unless notified otherwise, all renewable energy will come from qualified Class-I wind electricity generating facilities (also known as "new" in Rhode Island), operating since or after December 31, 1997. Green Energy Consumers is committed to bringing new renewable energy onto the grid, so many of the resources in the mix have been built recently or will be coming online soon.

See www.greenenergyconsumers.org/local-sources for a map of current and pending resources. We also release a detailed Disclosure Statement each quarter at www.greenenergyconsumers.org/disclosure.

Will Green Powered's rates or resource mix change over time?

On a quarterly basis, Green Energy Consumers will provide you with a Disclosure Statement via our *Currents* newsletter, which documents the fuel source and resource mix of the 25% option. A full disclosure label, which includes factors such as the price, emissions, and labor information on the renewable energy you have chosen is updated quarterly and available online at www.greenenergyconsumers.org/disclosure. The resource mix reported for the 25% option will be for the most recent four quarters for which data is available. The price and resource mix may change to reflect market conditions such as the availability of new resources. You will be notified in writing of any price increases, or if the percentage of Class I resources decreases below twenty five percent (25%) prior to any such change. If you do not wish to pay the new price or accept the new resource mix for Green Powered, you may terminate your participation by notifying Green Energy Consumers at 1-800-287-3950 x5 or by emailing or writing to the Green Energy Consumers address listed at the beginning of these terms.

The rates for your electricity services from your utility are separate from Green Powered and may vary over time. For more information on these charges, including current information about your utility services, please contact your electric utility directly.

How are you different from competitive electricity suppliers?

Competitive electricity suppliers offer to change the price and content of the electrons you use month-to-month and replace your utility's Basic Service in the supply section of your bill. You

are often required to sign a contract and commit to a fixed term. Green Energy Consumers is not a competitive electricity supplier; we are a nonprofit organization that enables energy consumers to make green energy choices in the most seamless and practical ways possible, and we are a licensed renewable energy (REC) supplier (See “What is the Green Powered 25% option” above for more about RECs). Green Powered does not affect your supply service price, and you have not been obligated to sign a contract that will lock you into a specific term.

If I switch to a competitive electricity supplier or to my community’s “municipal aggregation” electricity program, does that affect my participation in Green Powered?

It depends on your utility.

National Grid: Yes. If you switch to a competitive supplier or to your community’s municipal aggregation product, National Grid will automatically take you out of their GreenUp program, which will terminate Green Powered.

Eversource: No. Whether you live in western Mass or eastern Mass (NSTAR or WMECO), you can participate in your community’s municipal aggregation OR switch to a competitive supplier and still participate in Green Powered.

How does this Agreement terminate? If I decide to terminate this Agreement, is there a fee?

You may decide to cancel participation in Green Powered at any time by notifying Green Energy Consumers by telephone at 1-800-287-3950 x5, or in writing by email or at the address for Green Energy Consumers listed at the beginning of these terms. If you cancel Green Powered, it has no effect on your account with your utility and you will continue your current status as their customer. There is no termination fee for discontinuing participation, and no interest will accrue on arrearages. However, arrearages are expected to be paid in full.

The termination will become effective:

If your utility is National Grid (parts of MA, RI) or Eversource (formerly WMECO): At the start of your next billing cycle, as long as the cancellation occurs at least 2 days before that cycle begins. If not, termination will go into effect in the following billing cycle.

If your utility is Eversource (NSTAR, Eastern Mass): Immediately as long as Green Energy Consumers is not in the process of billing you on the day you successfully cancel. If we are in the process of billing you, termination will take effect immediately after billing occurs.

Participation in Green Powered will also terminate upon the first occurrence of any of the following events (for all utilities):

- you terminate your electric account with your utility (such as during a move);

- you change your electric account number;
- your distribution service is terminated by your utility;
- you do not pay for Green Powered for 3 billing cycles (months) or more;
- or if Green Energy Consumers, in its sole discretion, terminates your participation in the program for any reason.

In most cases, you can be re-enrolled quickly should you decide to begin participation again.

Are there any penalties for not paying for Green Powered?

It is the policy of Green Energy Consumers that if you do not pay for Green Powered for three or more consecutive billing periods, Green Energy Consumers, in its sole discretion, may terminate your participation in the program. No additional penalties will apply, and arrearages are expected to be paid in full. Green Energy Consumers reserves the right, after 60 days, to refer any non-payment matter to an appropriate outside agency for collection.

What other fees apply?

You are not required to make any other payments as a condition for choosing to participate in or cancelling this program.

Are there any other contract details that I should be aware of?

Limits on Warranty and Damages: You understand and agree that there are no warranties, either express or implied, associated with this offer or the program sold hereunder. Green Energy Consumers will bear no liability to the customer or any third party for consequential, punitive, incidental, special, or other indirect damages.

Entire Agreement: This Agreement, including the Disclosure Statement attached as Exhibit A, constitutes the entire agreement between you and Green Energy Consumers and supersedes all prior oral or written agreements or understandings relating to the provision of service to you by Green Energy Consumers.

Assignment: If necessary, Green Energy Consumers may assign this agreement to another supplier offering service through your utility's renewable energy program, should one become available. Green Energy Consumers will provide you with thirty (30) days notice of any re-assignment. Any such assignment will not materially affect the terms and conditions of this Agreement.

Entire Agreement: This Agreement, including, the Disclosure Statement included in your welcome packet and available quarterly at greenenergyconsumers.org/disclosure, constitutes the entire agreement between you and Green Energy Consumers and supersedes all prior oral

or written agreements or understandings relating to the provision of Green Powered service to you by Green Energy Consumers.

Indemnification: You agree that you will be responsible for all damages or expenses that are caused by your failure to comply with this Agreement, and that you will hold harmless Green Energy Consumers and its representatives for any claims that result, either directly or indirectly, from your failure to fulfill your obligations under this Agreement. This means that you, and not Green Energy Consumers, will be responsible for paying any claims or damages that are caused by any failure of yours to comply with this Agreement.

Notices: All communications required under this Agreement will be sent to you at the mailing address and/or email address you submitted during registration, unless changed by you, the customer. You can change your information at greenenergyconsumers.org/myaccount or by contacting us. All communications to Green Energy Consumers must be made to the phone number, address, or email address listed in these terms.

Dispute Resolution:

You agree that any disputes under this Agreement will be governed by the laws of the Commonwealth of Massachusetts. To the extent that the Department of Public Utilities chooses to exercise jurisdiction, the provisions of 220 CMR 25.02(4) apply to this Agreement. For more information on 220 CMR 25.02(4), go to:

<http://www.mass.gov/ocabr/docs/dtc/telecom/billingandtermination/agoreply-comments91611.pdf>

If the state regulatory agency declines to become involved in any disputes involving this Agreement, including any billing disputes, you and Green Energy Consumers agree to first use your best efforts to resolve any dispute through informal negotiations. The period for informal negotiations will not exceed fourteen days from the time the dispute arises, unless agreed to in writing. A dispute will be considered to have arisen when you send Green Energy Consumers a written notice identifying the basis of the dispute. If the dispute cannot be resolved by informal negotiations, you agree to submit the dispute to mediation. You may choose a mediator from a list of neutral and qualified mediators provided to you by Green Energy Consumers. If you cannot agree to a listed mediator, the American Arbitration Association in Boston, Massachusetts will appoint a mediator. Once the mediator is appointed, the time of the mediation will not exceed sixty days, unless agreed to in writing. You and Green Energy Consumers will each pay your own costs of the mediation. If mediation does not resolve the dispute, you or Green Energy Consumers may file a lawsuit in any court having jurisdiction located in Suffolk County, Mass.

Thank you for supporting our mission to speed the transition to a low-carbon future!

Join us for tours of the renewable energy sources you support:

www.greenenergyconsumers.org/tours

We offer several other programs that enable everyday people to make green energy choices in the most cost-effective and practical ways possible. Visit

www.greenenergyconsumers.org/programs