



610 Ten Rod Road #2, North Kingstown, RI 02852
Telephone (401) 684-1443 Fax (877) 206-4855, www.FirstPointPower.com

Massachusetts Terms of Service

Terms and Conditions

First Point Power, LLC (“First Point”) is pleased to supply electricity to your home or business, subject to the eligibility requirements of your local utility, acceptance by First Point, and compliance with applicable tariffs authorized by the Federal Energy Regulatory Commission (FERC). First Point is licensed by the Rhode Island Public Utilities Commission and the Massachusetts Department of Public Utilities.

Your Residential Energy Sales Agreement (“Agreement”) with First Point, an independent supplier, shall consist of: (i) your telephonic, electronic or written agreement to initiate service and begin enrollment with First Point (“Enrollment Consent”) and (ii) the terms and conditions contained herein. Throughout this document, the words “you” and “your” refer to the customer identified in the Enrollment Consent. The words “we”, “us” and “our” refer to First Point.

1. Price: The price will be a variable month to month rate. Your price will be established each month based upon electricity market pricing, transportation or transmission, and other market price related factors, which may cause volatility in your monthly rate from time to time. Charges will also include all applicable state and local sales and gross earnings taxes. Although we expect our price will be below the comparable price from the local utility, unforeseen events in the energy market may cause our price to be higher or lower than your local utility price in any particular month.

For customers electing the green energy option, an additional charge will be included on your bill. This charge will be based on the price of Renewable Energy Credits (“REC”) and will be variable month to month. REC prices are driven by demand for green energy, State Renewable Portfolio Standards, liquidity of RECs, and expected additions of renewable energy sources in regional energy markets.

2. Term of Service: This Agreement shall be binding as of the date your enrollment or re-enrollment is accepted by us. Our actual supply of electricity under this Agreement shall begin on the date that the utility deems your switch to us effective or the date that the utility deems your rate change effective for rate-plan changes. Your switch or rate change may take up to several billing cycles to take effect. Regardless of the actual effective date of this Agreement, you will only be charged for supply under this Agreement once we have begun the supply of electricity. This Agreement is for an indefinite period of time and is terminable by the customer at any time without penalty.

3. Termination Rights: Any or all of your account(s) that are terminated or cancelled shall be returned to the utility unless you contract with another supplier for electricity supply. It may take as little as two days up to a couple billing cycles for your account(s) to be returned to the utility depending on your meter read date and date you notify us to cancel. You are required to pay all of the charges for the electricity supplied by us until such time as the utility or other supplier actually begins supplying the electricity to your account(s). There is no fee if you terminate your service with us and you may cancel at any time by contacting us by phone, mail or email. First Point may cancel this agreement at any time for any reason upon 15 day written notice to you. If you are more than 40 days late paying your bill, we may terminate this agreement and switch you back to the utility without notice. Physical cut-off of electric service shall be controlled solely by the electric distribution company under its current termination rules. First Point has no authority to shut off your electricity service for any reason.



4. **Billing Payment & Fees:** Depending on your location and other relevant factors, you will receive either: (i) one bill from your utility which will include our charges (for the supply) as well as the utility charges (for the delivery), or (ii) separate bills from First Point and your utility. Past-due charges may incur a late fee of 1.5% per month or the interest rate allowed by law. If you fail to remit payment when due, or if you breach any of the other terms and conditions of this Agreement, then, in addition to any other remedies we may have, we have the right to terminate the Agreement, in whole or with respect to any particular account(s) covered by this Agreement, without notice. We additionally reserve the right to report you to credit rating agencies for non-payment.

5. **Budget Plan:** First Point does not offer a budget plan at this time.

6. **Dispute Resolution:** If you believe we have breached this Agreement or you have any other issues relating to our service, please first contact us by phone, email or mail. Such disputes that cannot be privately resolved may be referred to the Department of Public Utilities.

7. **Customer Service Contact Information:** Please contact us at any time by phone, email or mail.

Phone: (401) 684-1443
Phone (Toll Free): (888) 875-1711
Email: info@firstpointpower.com
Address: First Point Power, LLC
610 Ten Rod Rd #2
North Kingstown, RI 02852

8. **Additional Information**

Material Change: From time to time, we may make changes to our terms and conditions. If we make any changes that are material to your Agreement, we will send you a written notice at least 30 days prior to making such changes. The changes will automatically take effect unless you notify us within 25 days after the date of our written notice that you wish to terminate this Agreement instead of accepting the changes.

Electricity Emergencies: In the event of an electricity or natural gas emergency or service interruption, contact your local distribution company, National Grid, at (800) 322-3223 or NStar at (800) 592-2000. You should also contact your local emergency personnel.

Information Release Authorization: Your signature on this Agreement is your authorization for us and our agents to obtain and review information regarding your credit history from credit-reporting agencies, and information from the utility, which could include: account number; phone number; address; meter-read, service or rate-class data; electric consumption history; billing determinants; and payment history. We may use such information to determine whether to begin or to continue to provide you with energy supply service, and to bill and collect monies owed. These authorizations shall remain in effect as long as this Agreement is in effect. If you fail to remit payment in a timely fashion, we may report the delinquency to a credit-reporting agency.

Default Liability: Our liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall we be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

Governing Law: This Agreement is made and shall be construed in accordance with the laws of the State of Massachusetts. If, at some future date, there is a change in any law, rule or pricing structure which shall have a detrimental economic impact on our performance under this Agreement, or in the event that compliance with such change shall result in a material change in the way prices are calculated under this Agreement, or we are otherwise prevented,



prohibited, or frustrated from fulfilling our obligations under this Agreement, we shall have the right to terminate this Agreement, in whole or with respect to any particular account(s) covered by this Agreement, upon 15 days notice.

Assignment: You may not assign this Agreement, in whole or in part, or any of your rights or obligations without prior written consent. We may, without your consent: transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds in connection with any financial or billing services agreement. This Agreement shall be binding on each party's successors and legal assigns.

Severability: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

No Warranties: We provide no warranties, express or implied, and we specifically disclaim any warranty of merchantability or fitness for a particular purpose. Additionally, unless expressly state otherwise on your Enrollment Consent, we specifically disclaim any warranty or guaranty that the price charged by us for the energy supplied pursuant to this Agreement will be lower than the price that you would have been charged by the utility or another energy service company.

Delay or Failure to Exercise Rights: No partial performance, delay or failure on our part in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

Force Majeure: We shall make commercially reasonable efforts to provide service, but do not guarantee a continuous supply of energy. Certain causes and events out of our control ("Force Majeure Events") may result in interruptions in service. We shall not be liable for any such interruptions caused by a Force Majeure Event. We do not transmit or deliver energy. Therefore, we are not and shall not be liable for damages caused by Force Majeure Events, including acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the utility's system; non-performance by the utility, including, but not limited to, a facility outage on its distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our control.

Entire Agreement: This Agreement (including the Enrollment Consent) sets forth the entire agreement between the parties. Any and all prior or contemporaneous agreements, understandings and representations between the parties, whether verbal or written, are superseded by this Agreement.