Provision | Energy Choice Plan Summary

Thank you for choosing Provision! We're proud to be your local competitive natural gas supplier. Your utility will always deliver your natural gas, and we'll always work hard on your behalf to ensure you're on the best rate and plan for your personal usage. Please retain these documents for your records.

About Your Plan

Supply Type	Utility	Rate Type	Rate	Entire Term	Cancel Fee	Green
Gas	COH	Fixed Rate	$0.83/Ccf	12 Months	$0.00	100%

About Your Natural Gas Service Providers

Your Competitive Natural Gas Supplier		Your Gas Distribution Utility	
Provision 2305 E Cesar Chavez St Austin, Texas 78702 hello@getprovision.com	**Customer Service:** 800-930-5427 9:00 a.m. - 7:30 p.m. ET, M-F **To Report a Natural Gas Leak:** 888-544-4877	**Mailing Address:** 1910 W Market St, Akron, OH 44313	**Customer Service:** 800-589-3101 8 a.m. - 6 p.m. M-F **To Report a Natural Gas Leak:** 888-544-4877

Common Questions	
When will my new natural gas plan start?	For new enrollments, your service will begin in 1-2 billing cycles after your utility has accepted your enrollment with Provision. If you are an existing customer renewing into a new plan, these terms will be reflected on your bill after the first available billing cycle once your utility confirms your new rate.
How will I be billed?	You will continue to receive a single bill from your utility, which will include Provision's supply charges and your utility's delivery charges. The Provision supply charges will reflect your new rate plan.
What happens when my term is over?	Your entire term is 12 Months. Once your term is over, if you have not already selected a new rate plan, you will automatically be placed on our monthly variable rate plan If your Entire Term is longer than one month, we will send you two letters regarding the end of the contract. One letter will be sent 60-90 days from the end of the contract and another 15-45 days prior.
What's the difference between a supplier and utility?	Your utility takes care of everything related to the distribution of natural gas to your home, including repairs, maintenance and emergencies. In Ohio, you have the right to choose an alternative gas supplier, like Provision, to manage your gas supply, so you can access different rate plans options that are not available from your local gas distribution utility, in order to best suit your usage and budget.
What if I'm not happy with my plan?	Your happiness is our only goal. If you are not totally satisfied, please reach out so we can find a way to make it right. Call 800-930-5427 between 9:00 a.m. and 7:30 p.m. ET, Monday through Friday, or at hello@getprovision.com anytime.
How do I cancel my service?	If you'd like to cancel your service, or learn about other rate plan options, please contact us at 800-930-5427, M-F between 9:00 a.m. and 7:30 p.m. ET, or at hello@getprovision.com.

You have 7 days from the postmark date to change your mind about choosing Provision. To cancel, please contact your gas distribution utility using the contact information listed above.

Version: 1972

Provision | Natural Gas Energy Choice Terms & Conditions

Residential and Small Commercial (500 Mcf or less)
Customer Care: 800-930-5427 | Monday through Friday, 9:00 a.m. to 7:30 p.m. ET

1. Purchase Agreement: Energy 95, LLC ("Provision") is certified by the Public Utilities Commission of Ohio ("PUCO") to provide natural gas to utility customers through the Energy Choice Program. This document outlines Provision's Terms of Service ("Agreement") and is effective as of the customer's enrollment date. By enrolling with Provision, the customer consents to this Agreement.

2. Rate and Entire Term: Provision agrees to supply the utility listed on your "Plan Summary" page, hereby referred to as "Utility", with natural gas which will be distributed to the customer at the registered service address(es) on a month-to-month basis as demarcated by the customer's meter reading dates and until cancelled by notice as provided by this Agreement. The customer will be billed at the rate listed on their "Plan Summary" document during their Initial Contract Term. At the end of the Initial Contract Term, the customer will default to Provision' monthly variable rate plan. The monthly variable rate varies based on weather, supply, demand, and profit. The customer may contact Provision to inquire about available rate plans for service continuation after the Initial Contract Term. The Provision rate excludes taxes and delivery fees.

3. Cancellation and Changes: This Agreement may be cancelled by the customer at any time by calling Provision at 1-800-930-5427 or by written notice to Provision, 2305 E Cesar Chavez St, Austin, TX 78702. An Early Termination Fee may apply if noted in the "Plan Summary" document. Provision agrees to submit the customer's cancellation to the Utility within three (3) business days of receipt of notice, after which time the customer's account will be re-assigned according to the Utility's policies. Provision may also cancel this Agreement with seven (7) days written notice or immediately upon the customer's violation of a Power Provision & Gas or Utility policy. Unless required by governing law (including but not limited to a Utility service change, change in law, or other regulatory order), Provision may make changes to this Agreement with thirty (30) days written notice before such changes. If, due to a change in market conditions, Provision wishes to lower the rate, it may do so without consent provided there are no other changes to the terms and conditions of the contract.

4. Green Natural Gas Charges: If you are enrolled with a "green" natural gas product, all natural gas consumed under your plan will be offset proportionately by Provision through the purchase of carbon credits from certified carbon reduction projects. All offsets are based on 1 therm=11.7 lbs of CO2 (U.S. Energy Information Administration.) Provision will retire all due carbon credits in Provision' name on a third-party registry, ensuring a transparent and verifiable offset. The customer will be charged for their green gas consumption by multiplying their monthly usage with their plan rate. This price includes the additional cost of providing a carbon offset service and is incorporated into the customer's natural gas supply charge on their bill.

5. Moving and Termination: This agreement will automatically terminate if the customer relocates outside the Utility service territory, if the requested service location is not served by Provision, or if the Customer returns to his/her incumbent natural gas company's (Utility's) applicable tariff service. In the event the customer relocates within the Utility service territory, the customer agrees that Utility may provide Provision with new account information and meter readings in order to continue service. Provision may assign this Agreement subject only to regulatory approval. The customer has a right to terminate this Agreement without penalty in the event the customer relocates outside the service territory of Utility or within the service territory of an incumbent natural gas company that does not permit portability of the Agreement.

6. Limitation of Liability/Eligibility/Jurisdiction: The customer acknowledges that this Agreement is for residential and small commercial customers in the Utility territory. By entering this Agreement, the customer guarantees that the enrolled accounts are residential or small commercial. Provision is not responsible for any decision arising out of Utility regarding the termination of customers from any Utility service. In the event of a Force Majeure as defined by Utility or any transmitting or transporting entity, Provision is not responsible for supplying natural gas.

7. Entire Agreement: This document represents the entire agreement between Provision and the customer and supersedes all other agreements that have come before it.

8. Privacy Policy: Provision will not disclose the customer's personal information, including account number, social security number, or any customer information to any third party without the customer's affirmative written or electronic consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Administrative Code.

9. Disclosures, Contacts, and Dispute Resolution: Billing and metering issues should be addressed with the Utility using the information on the customer's bill. For other inquiries, the Provision Customer Care representatives are available during normal business hours from 9:00 A.M. – 7:30 P.M. (CST), Monday through Friday at: 1-800-930-5427 or hello@getprovision.com. Mailing address: 2305 E Cesar Chavez St, Austin, TX 78702. If the customer's complaint is not resolved after speaking with Provision, or for general utility information, residential and business customers may contact PUCO: 1-800-686-7826 TDD/TTY: 1-800-686-1570 from 8:00 A.M. – 5:00 P.M. EST weekdays or at www.puco.ohio.gov. The Ohio Consumers' Counsel represents residential utility customers in matters before PUCO: 1-877-742-5622. Provision is not responsible for any switching fees that may be assessed by your incumbent natural gas company. The customer has the right to request up to twenty-four months of his/her payment history from Provision. Should the customer fail to pay the bill or meet any agreed-upon payment arrangement with the incumbent natural gas company, the customer's service may be terminated in accordance with the incumbent natural gas company's tariff, and the customer's contract with its retail natural gas supplier may be automatically terminated. The customer may stay with the incumbent natural gas company if he or she chooses. The incumbent natural gas company will send a confirmation notice of the transfer of service, and the customer is allowed a seven-business day period from the confirmation notice postmark date to rescind the enrollment.