



## UNIFORM DISCLOSURE STATEMENT

<F\_Name> <L\_Name>  
 <Street Address>  
 <City>, <State> <Zip>

<b>Alternative Retail Electric Supplier Information</b>		Pure Energy USA IL, LLC 3 Columbus Circle 15th Floor, New York, NY 10019 1-866-234-8184   <a href="mailto:support@pureenergyus.com">support@pureenergyus.com</a>		
<b>Rates and Product Information</b>				
Price (in cents/kWh) and number of months this price stays in effect:	\$<0.XXXX> per kWh for (1) month			
Other monthly charges:	NA			
Total Price (in cents/kWh) with other monthly charges:	500 kWh	1,000 kWh	1,500 kWh	
	\$<0.XXXX>	\$<0.XXXX>	\$<0.XXXX>	
Length of contract:	This contract will continue until terminated by either party			
Price after the initial price:	Variable. The rate may go up or down and the rate may be higher or lower than the electric utility's rate during any given period			
<b>Early Termination Fees and Contract Renewal</b>				
Early Termination Fee:	None			
Contract Renewal:	This contract will continue until terminated by either party			
<b>Right to Rescind and Cancel</b>				
Rescission:	You have a right to rescind (stop) your enrollment within 10 days after your utility has received your order to switch suppliers. You may call us at 1-866-234-8184 or your utility at 1-800-334-7661 to rescind.			
Cancellation:	You also have the right to terminate the contract without any termination fee or penalty if you contact us at 1-866-234-8184 within 10 business days after the date of your first bill with charges from Pure Energy USA IL, LLC.			

This is a sales solicitation, and the seller is Pure Energy USA IL, LLC ("Pure Energy USA"), an independent retail electric supplier. If you enter into a contract with the seller, you will be changing your retail electric supplier. The seller is not endorsed by, representing, or acting on behalf of, a utility or utility program, a governmental body or a governmental program, or a consumer group or a consumer group program.

If you have any concerns or questions about this sales solicitation, you may contact the Illinois Commerce Commission's Consumer Services Division at 1-800-524-0795. For information about the electric supply price of your electric utility (LDC) and offers from other retail electric suppliers, please visit [PlugInIllinois.org](http://PlugInIllinois.org).

Date: <Month DD, YYYY> Agent ID: <####>



**ILLINOIS STATE CONSUMERS**  
**TERMS AND CONDITIONS - PURCHASE AND SALE AGREEMENT**  
**Pure Energy USA IL, LLC – Electricity (Variable Rate)**

This agreement (“Agreement”), to purchase and sell energy is by and between Pure Energy USA IL, LLC (“Pure Energy USA”), and the Customer (as defined in the Customer Enrollment Form, website enrollment or third party telephonic verification between Pure Energy USA and Customer, referred to as the “Enrollment Confirmation”, whereby Customer agrees to buy from Pure Energy USA and Pure Energy USA agrees to sell to Customer Electricity Supply (as stated in the Enrollment Confirmation), in amounts necessary to meet 100% of the Customer's requirements during the Term (defined within) of this Agreement. The month of termination shall be a full calendar month and the termination shall occur on the last day thereof.

**Price.** Customer’s rate for the Electricity Supply will be a variable rate that may change from month to month. Each month Customer’s rate will reflect the whole cost of electricity, including energy, other wholesale market services, the associated transmission and distribution charges and other market-related factors for Customer's utilities transmission zone within the PJM ISO or MISO (dependent on what Independent System Operator your utility is assigned to); plus, all applicable taxes, fees, charges, costs, expenses and margins. Due to daily changes in wholesale energy costs, the monthly rate charged to Customer may not be the same price charged to another variable rate account. The monthly rate may be higher or lower than the electric utility price in any given month. Customer may contact Pure Energy USA at 1-866-234-8184 (Monday through Friday 9:00 a.m. to 5:00 p.m. EST) to obtain Customer’s current rate. Pure Energy USA is not the same entity as your local electric delivery company (LDC). You are not required to enroll with Pure Energy USA. As of June 1, 2021, the electric supply price to compare is currently 6.473 cents per kilowatt hour. The electric utility electric supply price will expire on September 30, 2021. The utility electric supply price to compare does not include the purchased electricity adjustment factor. The purchased electricity adjustment factor may range between +.5 cents and -.5 cents per kilowatt hour. For more information go to the Illinois Commerce Commission's free website at [www.pluginillinois.org](http://www.pluginillinois.org).

**Term.** Pure Energy USA will begin supplying your Services when the Utility switches your account to Pure Energy USA. Your Agreement will continue until terminated by either party. Your Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. Typically, it takes one to two billing cycles for your Electricity Supply Service to be switched from your Utility to Pure Energy USA, but there may be a delay before the Utility Switches Services, and you understand that Pure Energy USA is not responsible for any such delays. You will receive written notification from your Utility confirming your switch to Pure Energy USA. Customer may terminate this agreement at any time by contacting Pure Energy USA. There is no fee or penalty for terminating this agreement. Pure Energy USA may terminate this Agreement by providing written notice to the customer. Termination of service will be completed on the next available date provided by the Utility.

**Right of Rescission.** You have the right to rescind this Agreement and pending enrollment within 10 calendar days after the electric utility processes the enrollment request by contacting Pure Energy USA at 1-866-234-8184.

**Independent seller:** Pure Energy USA is an independent retail electric supplier certified by the Illinois Commerce Commission and is not endorsed by, representing or acting on behalf of, a utility or utility program, a governmental body or governmental program, or a consumer group or a consumer group program. Your electric utility remains responsible for the delivery of electricity to your premises and will continue to respond to any service calls and emergencies. You will receive a written notification from your electric utility confirming the switch of your electricity supply to Pure Energy USA.

## Contact information:

Pure Energy USA IL, LLC  
3 Columbus Circle 15th Floor  
New York, NY 10019  
1-866-234-8184

Illinois Commerce Commission  
527 E. Capitol Ave.  
Springfield, IL 62701  
[www.icc.illinois.gov](http://www.icc.illinois.gov)  
1-800-524-0795

Com-Ed  
Customer Care Center  
P.O. Box 805379  
Chicago, IL 60680-5379  
Residential: 1-800-334-7661  
Business: 1-877-426-6331

**Billing:** You will continue to receive one monthly bill from your Local Utility for the electric generation and other services provided by Pure Energy USA and the distribution and other services provided by your Local Utility, each with taxes thereon. You will make payment for all of these services directly to your Local Utility in accordance with the payment terms stated in your utility's tariffs. Pure Energy USA does not require a deposit in order for customer to enroll. In the event of non-payment of any amounts owed by Customer to Pure Energy USA Customer may be subject to suspension of distribution service by the LDC and Pure Energy USA reserves the right to terminate this Agreement and commodity service hereunder to the Customer under procedures approved by the Illinois Commerce Commission ("ICC"). Pure Energy USA will provide at least a fifteen (15) calendar day notice prior to canceling service to Customer for Customer non-payment of any amounts owed to Pure Energy USA.

**Cancellation/Termination.** This Agreement shall remain in effect until you notify Pure Energy USA in writing or by phone of your intent to cancel at least 30 days prior to your requested end date and until such time as the Local Utility completes the termination in accordance with its rules. There may be a delay before the Utility switches services, and you understand that Pure Energy USA is not responsible for any such delay.

**Emergency Service.** In the event of an energy emergency or service interruption, you should immediately call your local utility's 24-hour energy emergency hotline and emergency personnel.

**Information Release Authorization.** Customer authorizes Pure Energy USA to obtain and review information regarding the Customer's credit history from credit reporting agencies and Customer's consumption history Terminating, billing determinant, and credit information from the LDC. This information may be used by Pure Energy USA to determine whether it will commence or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. The Enrollment Confirmation shall be deemed to represent Customer's authorization for the release of this information to Pure Energy USA. This authorization will remain in effect during the Initial Term and any Renewal Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Pure Energy USA or calling Pure Energy USA at 1-866-234-8184. Pure Energy USA reserves the right to cancel this Agreement on a fifteen (15) calendar day notice in the event Customer rescinds such authorization.

**Dispute Resolution.** In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute without the assistance of third parties. In such case, Customer should contact Pure Energy USA in writing at 3 Columbus Circle 15th Floor, New York, NY 10019, or by telephone at 1-866-234-8184. Customer may also file a complaint with the ICC by telephone at 1-800-524-0795; or by visiting <http://www.icc.illinois.gov/consumer/complaint>

**Agency & Power of Attorney.** Customer appoints Pure Energy USA as its agent and grants Pure Energy USA a power of attorney to act on Customer's behalf in acquiring the supplies necessary to meet Customer's energy needs, contracting for and administering transportation, transmission, capacity, ancillaries, and related network services over interstate facilities necessary to deliver energy to the Customer's premises. These services are provided by Pure Energy USA at no additional charge to Customer as they are already included in the price noted above.

**Title.** All energy sold under the Agreement shall be delivered to a location considered the "Point of Delivery," which shall be, depending on the specific transaction, either a location outside the State of Illinois or the PJM load bus (located outside of the municipality where Customer resides), and shall constitute the point at which, upon delivery thereto, the sale occurs and title passes from Pure Energy USA to Customer.

**Liability.** In no event shall either party 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.

**Venue and Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this agreement or to construe the terms hereof shall be exclusively in the State of Illinois. This Agreement shall be construed under and shall be governed by the laws of the State of Illinois.

**Assignment.** The Customer may not assign its interest in and obligations under this Agreement without the express advance written consent of Pure Energy USA. Pure Energy USA may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the ICC's rules and procedures, if any, governing such transactions. In the event of such assignment, the same terms and conditions set forth herein shall continue to apply.

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

**No Warranties.** Unless otherwise expressly set forth in this Agreement, Pure Energy USA provides, and Customer receives no warranties, express or implied, statutory, or otherwise and Pure Energy USA specifically disclaims any warranty of merchantability or fitness for a particular purpose.

**Delay or Failure to Exercise Rights.** No partial performance, delay or failure on the part of Pure Energy USA 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 and Other Circumstances.** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause by the LDU or any owner or operator of transmission or distribution assets. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, they shall give immediate notice to the maximum extent practicable in writing and provide particulars to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period.

The party claiming suspension of obligations must in good faith attempt to mitigate or terminate the Force Majeure. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Pure Energy USA is prevented, prohibited or frustrated from carrying out its intent under, or the terms of, the transactions contemplated by this Agreement, then, at the sole discretion of Pure Energy USA, this Agreement may be cancelled by Pure Energy USA.

**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 plaintiffs, or similar proceeding ("Class Action"). Each of the parties expressly waives any ability to maintain any Class Action in any forum. 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.

**Taxes and Laws.** Except as provided in this Agreement or by law, all taxes, levies, assessments and fees of whatsoever kind, nature and description, due and payable with respect to the delivery and/or supply of energy under this Agreement shall be paid or reimbursed by Customer except for federal, state, or local taxes imposed on the net taxable income of Pure Energy USA. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having competent jurisdiction.

**Entire Agreement.** This Agreement and the Enrollment Confirmation set forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement and the Enrollment Confirmation.

**Acceptance and Amendments.** This Agreement shall not become effective until accepted by Pure Energy USA. Pure Energy USA reserves the right to reject Customer or to cancel this Agreement upon failure of Customer to maintain satisfactory credit standing as determined by Pure Energy USA in Pure Energy USA's sole discretion, or to meet minimum or maximum threshold consumption levels as determined by Pure Energy USA in Pure Energy USA's sole discretion. Pure Energy USA may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. If Customer does not agree to such amendment, Customer may cancel this Agreement by providing written notice to Pure Energy USA within thirty (30) days of the date of Pure Energy USA's notice of amendment.

**Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**Signatory Affirmation.** Signatory affirms that he or she is authorized to make decisions regarding the account and voluntarily authorizes Pure Energy USA to make the enrollment. Customer agrees to accept all notifications by email to the email address provided at time of enrollment, or subsequently provided to Pure Energy USA.

**Renewable Energy Product.** For customer's receiving a renewable energy product, Pure Energy USA will ensure that the agreed upon percentage of Customer's electricity supply comes from regional renewable energy resources such as biomass, biogas, wind, solar, and hydro that have been certified as such by a state or regional renewal portfolio standards administrator.