

**GEORGIA RESIDENTIAL
TERMS AND CONDITIONS
AND DISCLOSURE STATEMENT**



1. **SALES** – You (the “Customer” or “You”) and Infinite Energy, Inc. (“Infinite Energy”) (collectively “the Parties” and individually, “Party”) agree that these terms and conditions shall apply to the Rate You selected during your verbal enrollment (“Enrollment”) or on the Georgia Residential Customer Natural Gas Marketer Order Form (the “Order Form”) (collectively, the “Agreement”). Infinite Energy shall sell and You shall purchase natural gas as specified in the Agreement. This Agreement is for the purchase and sale of natural gas, and it is conditioned upon all applicable Georgia laws, Public Service Commission (“PSC”) Rules and the Atlanta Gas Light Company (“AGL”) Tariff on file with the PSC.
2. **TERM AND RATE** – You have selected the following rate and term:
 - Fixed Rate:** The term of Fixed Term-Fixed Rate Infinite Energy contract is for _____ months. Your Fixed Rate is \$_____/therm. If You are a new customer, your term begins with the first meter read received on or after _____ and is valid until the last meter read period beginning before _____, subject to AGL schedule and availability. If You are a current customer currently on a fixed rate, Your new rate will become effective on the first meter read after the expiration of Your current rate. You may receive a new bill after the start of Your new rate for a meter reading taken prior to the start of Your new rate. The Fixed Rate includes the full cost of the natural gas, all interstate transportation and Infinite Energy’s profit margin. It does not include the other charges that are assessed and passed through pursuant to the OTHER CHARGES Section, below. If You have a fixed term agreement with us and it is approaching the expiration date, or whenever we propose to change our terms of service in any type of agreement, You will receive written notification from us prior to the date of expiration of or change to the agreement. We will explain Your options to You in this advance notification.
 - Variable Rate:** The Variable Rate Agreement term is month-to-month and may be canceled at any time without penalty. The Variable Rate as of today is \$_____/therm. You will receive the variable rate in effect on the first day of Your billing cycle. The Variable Rate is subject to change on a monthly basis, and can change as a result of any number of variable factors. The single largest factor for a change in the rate is the cost at which Infinite Energy is able to obtain the gas. Other factors that may also affect the price include: regulations, market factors, storms, supplies, cost of transportation, weather, and cost of storage. The Variable Rate includes the full cost of the natural gas, all interstate transportation and Infinite Energy’s profit margin. It does not include the other charges that are assessed and passed through pursuant to the OTHER CHARGES Section, below. If You have a fixed term agreement with us and it is approaching the expiration date, or whenever we propose to change our terms of service in any type of agreement, You will receive written notification from us prior to the date of expiration of or change to the agreement. We will explain Your options to You in this advance notification.
3. **OTHER CHARGES** – The Rate does not include state and local sales taxes that may vary by county. It also does not include any associated AGL baseload, intrastate transportation or connection charges. All of these other charges will be passed through to You without markup.
 - a. Infinite Energy will assess You a monthly Service Charge. This charge may vary based on credit criteria, payment history and/or individual service requirements. Your Service charge is _____.
 - b. You may be assessed up to a \$60 service connection charge, of which \$25 is an AGL pass-through charge, if You are establishing new service or reconnecting service with Infinite Energy.
 - c. If You are a seasonal customer or request a meter set, an additional charge of \$25 will be assessed by AGL and charged to You without markup.
 - d. You may be assessed a nonrefundable fee for any payment to Your account that is not accepted for its full amount, including insufficient funds associated with a check payment. The fee is \$30 or the maximum amount allowed by law.
4. **CREDIT** – You shall provide, before service under the Agreement begins, or at such other time as mutually agreed to by the Parties, credit arrangements satisfactory to Infinite Energy, If Your credit rating does not meet Infinite Energy’s credit standards then You may be required to pay a deposit of up to \$150.00. All payments received from You by Infinite Energy will be first applied to any outstanding deposit amounts that You have agreed to pay. No person who uses natural gas primarily for personal family or household purposes will be required to pay a deposit in excess of \$150.00. Infinite Energy may deny You activation or reconnection of service based on credit criteria that may include, without limitation, Your credit score, Your payment history with Infinite Energy, delinquent balances on previous accounts with

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Infinite, or a combination of any of these factors. Infinite Energy does not discriminate against applicants on the basis of race, color, religion, national origin, sex, marital status, or age. Infinite Energy applies deposit and credit requirements, service denials and terminations, and deferred payment provisions fairly to all customers.

5. **BILLING** – Infinite Energy will bill You monthly for natural gas supply and all other associated charges. Infinite Energy will calculate bills based on meter readings received from AGL. If no meter data is forwarded to Infinite Energy in a billing month, Infinite Energy may send an estimated bill for that month. However, in no instance may Infinite Energy send estimated bills for more than two consecutive months. A later bill may include charges for more than one month in order to correct such estimated bills. If You cancel service, or Your service is terminated for non-payment, during a billing interval, You are responsible for the full monthly charges imposed by AGL, described in Paragraph 4. A late fee equal to the greater of \$10 or 1.5% of the outstanding balance will be applied to the account if a payment is not received by the due date, unless the past due amount is less than \$30.00. Bills that remain unpaid are subject to additional late charges and/or service disconnection. In the event of a disconnection for non-payment, You are subject to a \$25.00 disconnection fee, plus any applicable reconnection fee as charged by AGL, which is currently \$25.00.
6. **PAYMENT** – Payments remitted to Infinite Energy will be processed within one (1) business day of receipt. In the event of a pending disconnection, the payment will be transmitted to AGL within one (1) business day of receipt. If You are approved for LIHEAP or any other energy assistance program, You must notify Infinite Energy with a written notification from the agency or program indicating, at a minimum, name, address, approved assistance amount, and date when payment will be remitted to Infinite Energy.
7. **RIGHT TO CANCEL** – A consumer shall have a three-day right of rescission following the receipt of this disclosure at the time of initiating service or when informed of a change in terms or conditions. You, the consumer, may cancel in writing or electronically by contacting Infinite Energy. After this three-day period, Infinite Energy will not charge a cancellation fee to any low-income residential consumer who is seeking service for the first time from the Regulated Provider. If You desire to cancel Your contract after this three-day period, please contact Customer Care and/or please send a cancellation request at least thirty (30) days prior to the final day of service to: Infinite Energy, Inc., Attn: Customer Care, 7001 SW 24th Ave., Gainesville, FL 32607. Your cancellation will be confirmed verbally by one of our representatives.
8. **TERMINATION FEE (FIXED RATE ONLY)** – At any time while on a Fixed Rate, after the three-day period described in the RIGHT TO CANCEL section, if You terminate this Agreement before the expiration date You may pay Infinite Energy an early termination fee of \$150.
9. **CANCELLATION/DISCONNECTION FOR NON-PAYMENT** – Infinite Energy reserves the right to cancel service under this Agreement for non-payment and will provide at least 15 days written notice prior to any disconnection. In the event that Your bill from Infinite Energy becomes 45 days past due, You will be offered one reasonable pay arrangement in writing, before Your gas is disconnected. Your service will not be disconnected for nonpayment of a bill that was not sent to You in a timely manner. In the event of a disconnection for non-payment, You are subject to a \$25.00 disconnection fee, plus any applicable reconnection fee as charged by AGL, which is currently \$25.00. In the event that service is canceled due to non-payment, You will be billed for all outstanding balances, the early termination fee (if on a Fixed Rate), other damages (if any), and any other costs incurred, including, without limitation, collection agency fees, attorney's fees, costs of litigation, and all other costs of collecting such outstanding balances. Infinite Energy will report unpaid balances to the three national credit bureaus.
10. **CUSTOMER CARE** – For any questions, comments or if You need assistance, please contact Infinite Energy at the following numbers: Within the Atlanta Metro Area at (770) 661-1870, or outside Metro Atlanta, Toll Free at (877) 342-5434. FOR GAS EMERGENCIES, CALL ATLANTA GAS LIGHT AT (877) 427-4321.
11. **CONSUMER'S RIGHTS** – You have the right to contact the Georgia Public Service Commission and the Consumers' Utility Counsel Division of the Governor's Office of Consumer Affairs. The Georgia Public Service Commission can be reached within the Atlanta Metro Area at (404) 656-4501 or outside Metro Atlanta, Toll Free at (800) 282-5813 or in writing at 244 Washington Street, Atlanta, GA 30334 and at gapsc@psc.state.ga.us. The Consumers' Utility Counsel Division can be reached at (404) 651-8600 within the Atlanta Metro Area or outside Metro Atlanta, Toll Free at (800) 869-1123.
12. **ASSISTANCE WITH YOUR BILL** – For questions or comments about Your bill, please contact Infinite Energy's Customer Care department at the numbers provided above. If You need help paying Your bill, You may contact the Low Income Home Energy Assistance Program Administered by the Georgia Department of Human Resources at any of the following numbers: (877) 423-4746; (404) 657-3426; or (404) 657-3427.
13. **SWITCHING TO ANOTHER MARKETER** – Infinite Energy will not interfere with Your right to seek and obtain commodity and transportation service from any other natural gas marketer.

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14. **INITIATION AND TERMINATION OF SERVICE** – You must be at least 18 years old to establish an account. When establishing gas service at a new address, You should contact Infinite Energy to establish Your account and to request a date and time for AGL to connect Your gas. Infinite Energy is not responsible for written or electronic correspondence sent to the wrong address. If You fail to notify Infinite Energy of Your request to terminate service, service will continue until such notice is received. In either case, You will be responsible for paying all charges until the time of termination. Infinite Energy reserves the right to deny service, limit availability of price plans, or request a deposit based on delinquent payment history and/or failure to meet credit requirements.
15. **PAYMENT OPTIONS** – Infinite Energy offers the following options to pay Your bill:
- Mail check or money order to Infinite Energy Inc-GAS, P.O. Box #71247 Charlotte, NC 28272-1247. Your payment may take up to seven (7) business days to be processed.
 - Pay in cash through any Western Union location. Should You need assistance in finding a Western Union location near You, please feel free to call Infinite Energy within the Atlanta Metro Area at (770) 661-1870, or outside Metro Atlanta, Toll Free at (877) 342-5434. Western Union charges a processing fee for this service. Depending on the service You choose, delivery time to Infinite Energy will vary, up to seven (7) business days.
 - Enroll in recurring credit card or ACH payment. Please call us or visit our website at InfiniteEnergy.com to enroll. This service is currently offered free of charge. Infinite Energy will notify You if a change occurs prior to charging Your account.
 - Online payment through Your checking or savings account. You must register for online bill payment at InfiniteEnergy.com. You must have a copy of a recent Infinite bill so You can enter your account number and name as they appear on Your bill.
 - Pay Your gas bill automatically using Your checking or savings account or Your VISA, MasterCard, Discover, American Express, or certain ATM/debit cards using automated telephone pay service.
- One time credit card and ACH payments may take up to two business days to be processed. A nominal fee may be charged for each payment.
16. **BILLING SERVICES** –
- ELECTRONIC BILLING:** Infinite Energy may offer You the ability to receive electronic bills in lieu of paper bills. You will receive an e-mail notification at least twenty (20) days before the due date of the bill. The notification will contain a link to our website where your bill can be viewed. To enroll in electronic billing, You must complete a request at InfiniteEnergy.com.
17. **PROMOTIONAL RATES AND OFFERS** – Infinite Energy may offer promotional rates or offers from time to time that may include unique pricing rates and/or features. To qualify for a specific promotion, Your order must be placed during the specified promotion period. Offers are limited to new customers, unless otherwise indicated. You remain responsible for all AGL charges, taxes, late fees, service fees, and any other charges associated with Your natural gas service with Infinite Energy. If You have any questions related to Your promotional offer, please contact Customer Care.
18. **CONDITIONAL PAYMENTS** – Any form of payment that You send us for less than the full balance due that is marked “paid in full” or contains a similar notation, or that You otherwise tender in full satisfaction of a disputed amount, must be sent to Infinite Energy, Inc., Attn: Legal Department, 7001 SW 24th Avenue, Gainesville, Florida, 32607. Infinite Energy reserves all rights regarding these payments (i.e. it is determined there is no valid dispute or if any such payment is received at any other address, Infinite may accept that payment and You will still owe any remaining balance). Infinite Energy may also refuse to accept any such payment by returning it to You, not cashing it or destroying it. All other payments that You make should be sent to the appropriate payment address.
19. **TITLES AND TAXES** – Title to the natural gas shall pass from Infinite Energy to You at Your meter. The rate charged to You under this Agreement does not include state or local taxes. You will be billed for any such state and local taxes imposed upon the sale of natural gas to You. The rate does not include any local distribution company charges that will be passed through to You and will be separately stated on Infinite Energy’s invoices to You. Before or when this Agreement commences, You shall give to Infinite Energy, where applicable, any certificates in regard to tax exemptions related to the natural gas to be sold.
20. **FORCE MAJEURE** – Neither Party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. Force Majeure occurrences include events outside the control of the Party claiming Force Majeure, and may include acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, accidents to machinery or lines of pipe, the loss or failure of

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Seller's gas supply due to Force Majeure, and actions of any government authority which result in conditions, limitations, rules, or regulations that materially impair either Party's ability to perform hereunder, and which could not have been prevented by the affected Party through its own due diligence; or any similar cause beyond the control of the Party failing to perform.

21. **LIMITATION OF LIABILITY** – Except as otherwise set forth in O.C.G.A. § 46-4-160.5(a), Infinite Energy's liability in connection with this Agreement shall in no event exceed the difference between the reasonable price of replacing any undelivered natural gas and its price under this Agreement. Neither Party shall be liable to the other for any indirect, special, or punitive damages arising from a breach of this Agreement.
22. **NO WARRANTIES** – Except as expressly set forth herein, Infinite Energy makes, and You receive, no warranty, express, implied or statutory, and **INFINITE ENERGY SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
23. **ASSIGNMENT, CHANGES TO TERMS** – The terms and conditions of this Agreement shall extend to and be binding upon the respective successors and assigns of the Parties. You may only assign this Agreement with the express prior written consent of Infinite Energy, and any purported assignment without such consent shall be void and You shall remain primarily liable under these terms and conditions. Any proposed change to these terms and conditions, including assignment to another marketer, will be communicated to You in a way that will clearly explain Your options, specifically including Your option to seek another Marketer at that time.
24. **ENTIRE AGREEMENT** – This Agreement sets forth the entire agreement between You and Infinite Energy. All prior agreements, understandings, and representations, whether oral or written, are superseded by this Agreement.
25. **NO WAIVER** – No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Party granting such waiver and any such waiver shall be effective only with respect to the particular event expressly referred to in such writing.
26. **GOVERNING LAW** – This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without recourse to such state's choice of law rules. Venue for resolution of any dispute shall be located in Atlanta, Georgia. This Agreement is subject to valid legislation and to all existing and future orders, rules, and regulations of authorities having jurisdiction over the Parties or a Party.
27. **DISPUTED INVOICES** – If You dispute a bill, You shall notify Infinite Energy in writing or by telephone, of the reason for the dispute at the address or telephone numbers provided above in Paragraph 18. You shall refrain from taking legal action with regard to the disputed portion of the bill for a period of twenty (20) days following Your giving notice of the dispute to Infinite Energy. Resolution of disputes involving amounts within the jurisdiction of the Magistrate Court shall be held in that Court. Infinite Energy will notify You of the results of the investigation verbally or in writing, if requested. Once the matter is considered closed by Infinite Energy, You will be responsible for paying the disputed balance on the account. During the period of the billing error is being disputed, Infinite Energy shall neither impose a late fee or penalty on the disputed amount nor initiate an action to disconnect the customer's service or collect on the past due balance, if the disputed amount constitutes the total amount of the past due balance. If You are not satisfied with the resolution provided by Infinite Energy, You have the right to contact the Georgia Public Service Commission and the Consumers' Utility Counsel Division of the Governor's Office of Consumer Affairs, as described in Paragraph 11.
28. **EXPIRATION/RENEWAL OF AGREEMENT** – Upon expiration of Your Fixed Rate, if You (i) do not agree to a new Fixed Rate agreement with Infinite Energy, (ii) do not cancel this Agreement, or (iii) do not switch to another marketer upon expiration of this Agreement; then You will be placed on Infinite Energy's Variable Rate plan under which the price per therm of gas will vary from month to month. You will be notified no less than 60 days prior to the end of this Agreement, and You will also be informed of all Your options, including Your right to switch to a different marketer.
29. **PRIVACY INFORMATION** – Any information pertaining to You collected by Infinite Energy during this Agreement shall be kept confidential unless disclosure is required by any governmental agency with jurisdiction over this Agreement, or by operation of law.
30. **CHANGES TO TERMS AND CONDITIONS** – Infinite Energy reserves the right to change these Terms and Conditions at any time. We will notify You of any changes with prior written notice at least 25 days prior to implementation.