

To: SFE Energy Ohio, Inc. and the local Natural Gas Company and Electric Distribution Utility ("NGC/EDU"), for the service address ("Service Address") on the Natural Gas and/or Electricity Agreements. For purposes of the Agreement(s), You will be deemed a residential customer if You are a customer for residential purposes. You will be deemed a small commercial customer if You are a commercial customer that consumes less than 700,000 kilowatt hours of Electricity per year or consumes less than 500,000 cubic feet of Natural Gas per year.

## TERMS AND CONDITIONS

**1. Agency.** You hereby appoint SFE as agent for the purposes of acquiring the supplies and services necessary to meet Your Natural Gas and/or Electricity supply needs to Your Service Address. SFE will use all reasonable efforts to send an electronic enrollment request to the NGC/EDU within three (3) business days following receipt of Your signed Agreement(s) and completion of a Third Party Verification (TPV) call. You agree that SFE may enroll You at a later date if SFE is unable to, or prohibited from, enrolling You within three (3) business days. You will receive written notice of the reason why SFE cannot enroll You and You can elect not to proceed with enrollment at a later date by contacting SFE (see Section 19). If Your enrollment is rejected, SFE will send You notification within: (i) three (3) business days for an NGC rejection, from the NGC's notification of rejection that You will not be enrolled or enrollment will be delayed, along with the reason(s) provided for by the NGC; (ii) five (5) business days for an EDU rejection, from the EDU's notification of rejection that You will not be enrolled or enrollment will be delayed, along with the reason(s) provided for by the EDU.

**2. Purchase and Sale.** The Agreement(s) is for the sale and purchase of Natural Gas and/or Electricity and is between SFE and You under which You shall initiate Natural Gas and/or Electricity supply and commence enrollment with SFE. Subject to the Terms and Conditions of the Agreement(s), SFE agrees to sell and deliver, and You agree to purchase and accept the quantity of Natural Gas and/or Electricity supply, as estimated by SFE. Such will be subject to change necessary to meet the requirements which shall be based upon consumption data obtained by SFE or the delivery schedule of Your NGC/EDU. You acknowledge that You are the account holder, or spouse of the account holder, over the age of eighteen (18) and authorized to make account decisions. You will receive a letter from Your NGC/EDU, informing You that You have chosen SFE for Your Natural Gas and/or Electricity supplier ("Supplier"). SFE reserves the right to cancel this Agreement(s) if it is determined that You are currently under a Natural Gas and/or Electricity Agreement(s) with another retail Natural Gas supplier and/or Electricity services company.

**3. Length of Agreement(s).** You acknowledge that the commencement of the Agreement(s) begins on the date on which You have signed the Agreement(s) ("Start Date") and SFE has determined that Your credit standing is satisfactory (see Section 14). You acknowledge that the service under the Agreement(s) depends upon the date on which Your NGC/EDU completes all applicable switching and enrollment processes ("Supply Date") and shall begin with the next available meter reading after processing of the request by the NGC/EDU and SFE. You further acknowledge that the timing for the NGC/EDU's completion of the switching and enrollment processes is beyond SFE's control, and SFE makes no warranties as to Your Supply Date. The end date of the Agreement(s) is the meter reading date after the entire Term of the Agreement(s) ("End Date") (as indicated to You on the Contract Summary of the Agreement(s)) from the Supply Date, plus any time required to obtain a final meter read.

**4. Renewal and Notice of Change.** When Your Agreement(s) with SFE reaches the expiration date of the initial ("Initial") Term, the Agreement(s) will continue on a month to month basis at a monthly variable price per Ccf/Mcf/kWh. Should You wish to terminate the Agreement(s) at any time after the Initial Term, You can do so by providing SFE written notice of cancellation, or by contacting Your NGC/EDU (see Section 19). If SFE proposes to change Your terms of service, You will receive advance notice. The notice will be sent at least forty-five (45) but not more than ninety (90) days prior the effective date of any changes made to the terms of Your Agreement(s). SFE will require Your affirmative consent for any material changes to the terms or duration of any Agreement(s). If You do not respond to the notice, SFE will terminate the Agreement(s).

**5. Pricing.** Pricing. SFE sets the Natural Gas supply and/or Electricity services price ("Price") for the programs outlined on the Contract Summary of the Agreement(s) which are described below. The Electricity Price includes applicable costs for delivery to the applicable Load Bus, excluding applicable state and local tax. The Natural Gas Price includes applicable costs for transmission and delivery for Natural Gas delivered to Your NGC/EDU's city gate excluding applicable state and local tax. In addition to the Price for the SFE program selected, You will pay NGC/EDU charges. Savings are not guaranteed on any of the plans offered on this Agreement(s).

- **Fixed Price:** If You have selected the Fixed Plan, the Price You will pay to SFE for Natural Gas and/or Electricity may include the cost of SFE Energy Earth Save programs, if indicated on the Contract Summary of the Agreement(s) (see Section 8). Savings under the Fixed Plan are not guaranteed.

- **Monthly Flat Plan.** If You have selected the Monthly Flat Plan, You will pay to SFE a monthly charge, as indicated on the Contract Summary of the Agreement(s). You will be billed on a monthly basis, based on Your utility's billing cycle, for Your Natural Gas and/or Electricity and includes the cost of SFE's Earth Save Program(s), if indicated on the Contract Summary of the Agreement(s) (see Section 8); (A) Multi Dwelling Unit: If You indicated that your Service Address is a multi-dwelling unit then You are eligible for this program if Your

annual consumption does not exceed 966 Ccf (96 Mcf) for Natural Gas and/or 15,000 kWh for Electricity supply. SFE reserves the right to decline the Agreement(s) should Your annual consumption exceed the aforementioned consumption thresholds, and SFE will review Your consumption annually to ensure Your consumption does not exceed the threshold; (B) Single Family Home: If You indicated that your Service Address is a single family home customer then You are eligible for this program if Your annual consumption does not exceed 1,932 Ccf (193 Mcf) for Natural Gas and/or 20,000 kWh for Electricity supply. SFE reserves the right to decline the Agreement(s) should Your annual consumption exceed the aforementioned consumption thresholds, and SFE will review Your consumption annually to ensure Your consumption does not exceed the threshold. Unless otherwise agreed to in writing, the Price for the Agreement(s) shall be as indicated on the Contract Summary of the Agreement(s). Each Monthly Flat Plan is based on a calendar month. You may be billed for more than one (1) month if Your NGC/EDU conducts any billing adjustments on Your account or the total days in your NGC/EDU billing period exceeds one month. Savings under the Flat Plan are not guaranteed.

• **Variable Plan for Electricity:** If You have selected the Variable Plan, the Price per kWh will be established and vary each month based upon the costs incurred by SFE to provide the service through procurement in RTO- administered and/or other short term markets, as well as the cost for supply and associated products that SFE requires to meet Your Electricity supply. These associated products include energy, imbalance energy, losses, capacity, transmission, ancillary services, alternate and renewable energy requirements, other RTO charges, a profit margin, and applicable taxes. The variable price will be set at SFE's discretion and may vary month to month based upon assessment of historical and projected supply and hedging costs. Savings under the Variable Plan are not guaranteed. You may contact SFE at the provided contact information to obtain previous month's variable price. The Variable Plan option also includes the cost of SFE's Earth Save program, if indicated on the Contract Summary of the Agreement(s) (see Section 8).

• **Variable Plan for Natural Gas:** If You have selected the Variable Plan, the Price per Ccf/Mcf will be established and vary each month based upon Natural Gas market pricing, transportation costs, storage costs, utility charges, balancing costs, loss factors, pooling charges, credit costs, a profit margin, market price related factors, and applicable taxes. The variable price will be set in SFE's discretion and may vary month to month based upon assessment of historical and projected supply and hedging costs. Savings under the Variable Plan are not guaranteed. You may contact SFE at the provided contact information to obtain the previous month's variable price. The Variable Plan option also includes the cost of SFE's Earth Save program, if indicated on the Contract Summary of the Agreement(s) (see Section 8).

• **Customer Charge:** You may be subject to a customer charge as outlined on the Contract Summary of the Agreement(s). If You have selected the Fixed Electricity Plan, You will pay a daily customer charge in the amount of \$1.65 per day, which includes commodity related charges to provide You with Your Electricity supply. If You have selected the Fixed Gas Plan and Your Utility is Columbia Gas, You will pay a daily customer charge in the amount of \$0.99 per day, which includes commodity related charges to provide You with Your Natural Gas supply. If Your Utility is Duke Gas, Your daily customer charge will be billed on a monthly basis in the amount of \$30.11, which includes commodity related charges to provide You with Your Natural Gas supply. If Your Utility is Dominion East or Vectren you will not be subject to a customer charge.

**6. Cash-Back.** If You have selected the Fixed Plan, and if the total supply cost You pay over the entire Initial Term is greater than Your NGC/EDU's Natural Gas and/or Electricity supply charge over the same Term, as determined at the end of the Agreement(s), then You may be entitled to Cash-Back. The Cash-Back calculation will be the difference between Your supply payments over the Term of the Agreement(s), and the comparable NGC/EDU supply charge, of up to a maximum of \$50.00 if the Initial Term of the Agreement(s) is two (2) years or up to \$75.00 if the Initial Term is three (3) years. These calculations exclude any customer charge that may apply. In order to be eligible for Cash-Back, You must complete the entire Initial Term of the Agreement(s) without interruption and contact SFE, in writing, within ninety (90) days after the completion of the Initial Term of the Agreement(s) at the contact information provided (see Section 19). All Cash-Back payments may be made on or after the End Date of the Agreement(s) after You have completed Your Term. Cash-Back applies only to the Initial Term of the Agreement(s), not the renewal Term. The calculation(s) exclude(s) any customer charge that may apply and the costs associated with SFE's Green Electricity (1.98 cents/kWh) and Eco Gas (15 cents/Ccf or \$1.50/Mcf) Programs (see Section 8).

**7. Billing.** The Price, along with any NGC/EDU charges, will appear in a single bill prepared by Your NGC/EDU. If Your NGC/EDU does not bill You for SFE's charges, then SFE may choose to bill You, or may return You to Your NGC/EDU supply service. You acknowledge that at some point during the Term of the Agreement(s), should SFE choose to bill You directly, You will be billed for all costs associated with the supply and delivery of Natural Gas and/or Electricity. You further acknowledge that in the event that SFE bills You directly, SFE's billing terms are as follows: SFE shall invoice You monthly for all amounts due to SFE pursuant to the Agreement(s) for the applicable billing period; You shall pay to SFE in full all amounts owing no later than twenty-one (21) calendar days after the postmark date on the invoice; failure to pay Your bill on time may result in a 1% interest charge per month (12% per annum) on the unpaid amount(s) from the due date of invoice until payment is received in full. Past due balances or Your failure to make and meet payment arrangements will result in Your account being put into a collection process. This process may include transfer to a third-party collection agency and termination of Your Agreement(s) with a minimum of fourteen (14) days' written notice. SFE or Your NGC/EDU is entitled to revise any bill if necessary to account for any reassessment by Your NGC/EDU. You have the right to request from SFE twice (2x) within a twelve (12) month period, up to twenty-four (24) months of Your payment history without charge. If, due to a change in market conditions, SFE wishes to lower the

Price per Ccf/Mcf/kWh charged to You under an existing Agreement(s), it may do so without consent provided there are no other changes to the Terms and Conditions to the Agreement(s). SFE does not offer budget billing or require deposits.

**8. SFE Energy's Earth Save Programs.** For the purposes of the Agreement(s), Eco and green means carbon emission reduction offsets or credits measured in metric tonnes of carbon dioxide gas or (in the case of methane or other greenhouse gases) carbon dioxide equivalent ("CO<sub>2</sub>e") tonnes resulting from specific and identifiable actions. Green Electricity: SFE will purchase and retire, on Your behalf, an amount of verified carbon emissions reductions, instruments or allowances ("Emissions Credits") to offset 100% (as indicated on the Contract Summary of the Agreement(s)) of CO<sub>2</sub> or CO<sub>2</sub>e produced based on Your Electricity usage. Eco Gas: SFE will purchase and retire, on Your behalf, an amount of verified carbon emissions reductions, instruments or allowances ("Emissions Credits") to offset 1.5 tonnes per 1,000 Ccf (as indicated on the Contract Summary of the Agreement(s)) of CO<sub>2</sub> or CO<sub>2</sub>e produced based on Your Natural Gas usage. SFE will ensure that all Emissions Credits associated with Your Natural Gas and/or Electricity usage will be retired on Your behalf and will not be used to offset any additional emissions or pollution. The Emissions Credits associated with the energy offsets purchased to offset Your Natural Gas and/or Electricity will remain the legal property of SFE. At the end of the Term of the Green Electricity Program and/or Eco Gas Program, SFE or one of its affiliates, in partnership with American Forests, will plant a complimentary tree on Your behalf as part of a reforestation project. The location of the tree planting is determined by SFE, and will not be on the customer's property. SFE may suspend the purchase of energy offsets at any time for any reason, at which time You will no longer be provided energy offsets, but the rest of the Agreement(s) will remain in effect. SFE reserves the right, in its sole discretion, to change this program and the environmental initiatives it supports. You acknowledge that the Price for energy offsets is not regulated. The Price for energy offsets includes Commercial Activity Tax ("CAT") but does not include federal, state, and municipal taxes.

**9. Material Change.** SFE may pass through/allocate, as the case may be, any increase or decrease in its costs, or cost components related to the Natural Gas and/or Electricity, related products and services that result from the implementation of new and/or changes to existing, cost components, including but not limited to changes to rate calculations, changes to any law, rule, regulation, statute, judicial decision, administrative order, ISO practice or protocol, NGC/EDU/ISO tariff, rule of the regulatory commission or other agencies with jurisdiction in the state. SFE will require Your affirmative consent for any material changes to the terms or duration of any Agreement(s). If You do not respond to the notice, SFE will terminate the Agreement(s) and return You to Your NGC/EDU.

**10. Title.** All Natural Gas and/or Electricity sold under the Agreement(s) shall be delivered to a location considered the "Point of Delivery", which shall be at the NGC City Gate (located outside of the municipality where You reside) or EDU load bus, and shall constitute the point at which title transfers and the sale occurs. SFE will indemnify and hold You harmless from all taxes and royalties incurred before title passes with respect to the Natural Gas and/or Electricity provided in these Agreement(s).

**11. Cancellation Provision.** Regardless of the Price You selected, You are liable for all SFE charges until You return to the NGC/EDU default service or You switch to another supplier. You may be responsible for a switching fee should SFE be charged for the transfer of Your account. You may cancel the Agreement(s), at no cost, within seven (7) business days after the postmark date of confirmation and transfer from the incumbent NGC and/or within seven (7) calendar days after the postmark date of confirmation and transfer from the incumbent EDU's confirmation notice by contacting the NGC/EDU orally, electronically or in writing. Subject to an early termination fee, You may cancel the Agreement(s) any time after the seventh (7th) business day and/or calendar day, providing forty-five (45) days' notice to SFE (see Section 19). If You plan to move to another location and You notify SFE by providing Your new Service Address at least forty-five (45) days in advance, or if Your NGC/EDU provides SFE with a notification of change of address within the NGC/EDU service territory, SFE will use reasonable commercial efforts to transfer and continue the program contemplated by the Agreement(s) at the new Service Address for the remaining Term of the Agreement(s). In the event that You move, Your Natural Gas Agreement(s) will automatically terminate without penalty if either of the following occurs: the requested service locations are not served by either the incumbent NGC or SFE, or the NGC does not permit portability of Agreement(s). You may terminate Your Electricity Agreement without penalty if the requested service locations are not served by SFE, or where SFE charges a different price. You may also terminate Your Agreement(s) without penalty if the Agreement(s) allows SFE to terminate for any reason other than Your failure to pay, or upon the occurrence of a force majeure event. If Your move results in the termination/cancellation of the Agreement(s), a final bill will be rendered after the final scheduled meter reading, however, if a final meter reading is unavailable, an estimate of consumption will be used in the final bill, which will be true-up subsequent to the final meter reading. Cancellation of service will become effective on a date determined by Your NGC/EDU. If a new provider is not selected, cancellation of the Agreement(s) shall return You to Your NGC/EDU utility supply service. If You switch back to Your NGC/EDU service, there is no guarantee that You may or may not be served under the same rates, terms, and conditions that apply to other customers served by the NGC/EDU. You also agree to notify SFE in writing of any other change, including a change of account number, contact information or mailing address, at least sixty (60) days prior to such change taking effect or immediately if the change is to take effect in less than sixty (60) days. If You fail to make any payments for Your Natural Gas and/or Electricity service(s) or fail to meet any agreed-upon payment arrangements, Your Agreement may be terminated by SFE with at least fourteen (14) calendar days' written notice. If SFE seeks to cancel the Agreement(s) for any reason other than non-payment and/or being on with another Supplier, SFE will send You advance written notice prior to cancellation.

**12. Early Termination Fee.** If the Agreement(s) ends early due to Your breach, You must pay SFE an early termination fee. If You are a residential customer, an early termination fee of \$5.00, plus applicable taxes, for each month or partial month remaining on the Term or \$7.50, plus applicable taxes, for each month or partial month remaining on the Eco Gas and/or Green Electricity program Term will apply if the Agreement(s) is terminated prior to the end of the Term indicated on the Contract Summary of the Agreement(s). If You are a small commercial customer, an early termination fee of \$0.18 per Ccf or \$1.80 per Mcf and \$0.015 per kWh for the estimated usage of the Natural Gas and/or Electricity for the remainder of each Agreement, plus applicable taxes, shall apply. This early termination fee shall apply if You cancel the Agreement(s) at any time after seven (7) business days following the postmark date on the NGC confirmation notice and/or seven (7) calendar days following the postmark date on the EDU's confirmation notice. If You have selected a Variable Plan, You will not be subject to an early termination fee.

**13. Assignment.** You may not assign Your interests in, and/or delegate Your obligations under the Agreement(s) without the express written consent of SFE. SFE may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivable program or billing services agreement, and may assign the Agreement(s) and the rights and obligations thereunder, to another energy supplier, energy services company or other entity as authorized by the PUCO, by providing You with at least forty-five (45) days' notice.

**14. Information Release Authorization.** You acknowledge and authorize SFE to obtain and review information regarding Your credit history from credit reporting agencies and the following information from the NGC/EDU: consumption history; billing determinants; NGC/EDU account number; credit information; and public assistance status. This information will not be disclosed to a third party unless required by law. Your social security number and/or account number(s) shall not be released without Your affirmative written consent except where such release is required by Court Order or by PUCO order or rule. Your execution of the Agreement(s) shall constitute authorization for the release of this information to SFE. You consent to provide SFE a copy of Your NGC/EDU bill(s) in order to process the Agreement(s) with the NGC/EDU. SFE does not guarantee to provide or return the bill or a copy of the bill to You. This authorization will remain in effect during the Initial Term and any renewal Term of the Agreement(s). You may rescind this authorization at any time by providing written notice to SFE or by calling SFE at 1-866-255-3844. SFE reserves the right to cancel the Agreement(s) in the event You rescind the authorization.

**15. Loyalty Program.** Four (4) LED bulbs will be sent to the Service Address after You contact SFE (see Section 19) with the request. To be eligible, You must have received continuous, uninterrupted service from SFE for a minimum of two (2) months from the Supply Date and be an active customer at the time of Your request. All LED bulbs offered under this Agreement will be covered by a lifetime warranty as long as You remain enrolled in any of our programs. Please contact SFE (see Section 19) for any warranty inquiries.

**16. Warranty.** The Agreement(s) for Natural Gas and/or Electricity, including applicable attachments, constitutes the entire Agreement(s) for the supply of Natural Gas and/or Electricity between You and SFE. SFE makes no representations or warranties other than those expressly set forth in the Agreement(s), and SFE expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**17. Force Majeure.** SFE will make commercially reasonable efforts to provide Natural Gas and/or Electricity hereunder but SFE does not guarantee a continuous supply of Natural Gas and/or Electricity to You. Certain causes and events out of the control of SFE ("Force Majeure Events") may result in interruptions in service. SFE will not be liable for any such interruptions caused by a Force Majeure Event, and SFE is not, and shall not be, liable for damages caused by Force Majeure Events. Force Majeure Events shall include but are not limited to acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the necessary distribution or transmission system, non-performance by the NGC/EDU (including, but not limited to, a facility outage on its Natural Gas and/or Electricity supply distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond SFE's control.

**18. Liability.** The remedy in any claim or suit by You will be solely limited to direct actual damages. By entering into the Agreement(s), You waive any right to any other remedy in law or equity. In no event will either SFE or You be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to the Agreement(s).

**19. Contact Information.** You may contact SFE's Customer Care at 1-866-255-3844 Monday through Friday 9:00 a.m. - 9:00 p.m. and Saturday 12:00 p.m. - 6:00 p.m. EST (Customer Care hours subject to change). You may write to SFE at: P.O. Box 967, Buffalo, NY, 14240-0967 or via email at [cs@sfeenergy.com](mailto:cs@sfeenergy.com). SFE's fax number is 1-877-425-7010. You may contact Your LDC/EDU at: American Electric Power (AEP, including Columbus Southern Power at Ohio Power) at 1-800-672-2231 or at [www.aepohio.com](http://www.aepohio.com); Columbia Gas at 1-800-344-4077 or at [www.columbiagasohio.com](http://www.columbiagasohio.com); Dayton Power & Light at 1-800-433-8500 or at [www.dpandl.com](http://www.dpandl.com); Dominion Energy Ohio at 1-800-362-7557 or at [www.dominionenergy.com](http://www.dominionenergy.com); Duke Energy at 1-800-544-6900 or at [www.duke-energy.com](http://www.duke-energy.com); Ohio Edison at 1-800-633-4766; The Illuminating Company at 1-800-589-3101; Toledo Edison at 1-800-447-3333; Vectren at 1-800-227-1376 or at [www.vectren.com](http://www.vectren.com).

**20. Dispute Resolution.** In the event of a question or concern, please contact SFE. You should contact SFE by telephone or in writing at the contact information provided above in Section 19. The parties agree to use their best efforts to resolve any dispute. If Your complaint is not resolved after You have called SFE, or for general utility information, residential and business customers may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from 8 a.m. to 5 p.m. weekdays, or at [www.puco.ohio.gov](http://www.puco.ohio.gov). Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8 a.m. to 5 p.m. weekdays, or at [www.pickocc.org](http://www.pickocc.org).

**21. Taxes and Laws.** Except as otherwise provided in the Agreement(s) or provided by law, all taxes of whatsoever kind, nature, and description due and payable with respect to service provided under the Agreement(s), shall be paid by You, and You agree to indemnify SFE and hold SFE harmless from and against any and all such taxes. The Agreement(s) are subject to present and future legislation, orders, rules, regulations, or decisions of a duly constituted governmental authority having jurisdiction over the Agreement(s) or the services to be provided hereunder. If You are exempt of any taxes, it is Your responsibility to contact SFE Customer Care (see Section 19) to provide such written notification, including written notification of renewed tax exemption. Otherwise, until You provide such proof, SFE is not required to recognize any exemption or refund/credit previously paid taxes. Tax exemption will only occur on the next bill after such notice is received and acknowledged. The Agreement(s) shall be construed under and shall be governed by the laws of Ohio without regard to the application of its conflicts of law principles.

**22. ARBITRATION. THE PARTIES AGREE THAT, AT THE REQUEST OF EITHER PARTY, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT(S), INCLUDING ITS EXISTENCE, PERFORMANCE, INTERPRETATION, BREACH, VALIDITY, OR TERMINATION, AND WHICH ARE NOT OTHERWISE RESOLVED BY THE PARTIES SHALL BE SUBJECT TO AND FINALLY RESOLVED BY INDIVIDUAL ARBITRATION ONLY, EXCEPT THAT ANY DISPUTE OR CLAIM THAT MAY BE BROUGHT IN SMALL CLAIMS COURT OR ANY CLAIM THAT CANNOT BE ARBITRATED UNDER APPLICABLE LAW SHALL NOT BE SUBJECT TO ARBITRATION. ANY SUCH ARBITRATION SHALL BE THE PARTIES' SOLE AND EXCLUSIVE REMEDY. BY AGREEING TO ARBITRATION, YOU UNDERSTAND THAT ANY SUCH DISPUTE WILL BE DECIDED BY A NEUTRAL THIRD PARTY OUTSIDE OF COURT AND THAT YOU AND SFE ARE WAIVING YOUR RIGHTS TO SUE IN A COURT OF LAW AND TO HAVE A JURY TRIAL REGARDING SUCH DISPUTE. YOU AGREE THAT SUCH ARBITRATION PROVIDES YOU WITH A MEANINGFUL AND AFFORDABLE WAY TO HANDLE DISPUTES RELATED TO THIS AGREEMENT.** The arbitration will be administered in accordance with the Rules of Arbitration of the state where the Service Address is located. The arbitrator(s) shall not have authority to join or combine the claims of more than one person or to hear or decide any class, collective or representative action of any kind against You or SFE. The award of the arbitrator(s) shall be final and binding and judgment on it may be entered in any court of competent jurisdiction. The arbitration shall take place in the county seat of the county in which You reside. You and SFE shall each pay their own filing and legal fees and other expenses, unless provided otherwise by law or this Agreement. The interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator(s) selected according to the terms set forth herein shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the Parties in all respects. This provision shall survive termination of this Agreement.

**23. CLASS ACTION WAIVER AND OTHER RESTRICTIONS. ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS. YOU AND SFE EXPRESSLY WAIVE THE RIGHT TO COMMENCE, BE A PARTY TO, JOIN IN OR BE AN ACTUAL OR PUTATIVE CLASS MEMBER OF ANY CLASS, COLLECTIVE, GROUP, JOINT, OR REPRESENTATIVE ACTION OF ANY KIND IN ANY FORUM, INCLUDING IN COURT AND ARBITRATION, ARISING FROM OR RELATED TO THIS AGREEMENT.** The arbitrator's authority to resolve and make written awards is limited to claims between You and SFE alone. Claims may not be joined or consolidated unless agreed to in writing by all Parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named Party to the arbitration. Notwithstanding any other provision in these Terms and Conditions, and without waiving either Party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Arbitration Provision (other than this sentence) shall not apply. This provision shall survive termination of this Agreement.

**24. WAIVER OF JURY TRIAL. SUBJECT TO ANY AGREEMENT TO ARBITRATE BETWEEN YOU AND SFE, YOU AND SFE WAIVE THE RIGHT TO A JURY TRIAL IN ANY CLAIM OR DISPUTE ARISING BETWEEN THE PARTIES ARISING FROM OR RELATED TO THIS AGREEMENT THAT PROCEEDS IN COURT AND AGREE THAT THE CLAIM OR DISPUTE WILL BE HEARD AND DECIDED ONLY BY A JUDGE.** This provision shall survive termination of this Agreement.

**25. Delay or Failure to Exercise Rights.** No partial performance, delay, or failure on the part of SFE in exercising any rights under the Agreement(s), and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights hereunder.

**26. Parties Bound.** The Agreement(s) is binding upon the Parties hereto and their respective successors and legal assigns.