Constellation

P.O. Box 4911
Houston, TX 77210-4911

1-000001

DO NOT DISCARD:
Important Electricity Aggregation Information Enclosed.

John Sample
123 Any Street
Any Place, US 12345-6789

Welcome to the Richland County Municipal Aggregation Electricity

This notification is in regards to your electric service at:

123 Any Street
Any Place, US 12345-6789

December 7, 2022

Dear John Sample,

Richland County has selected Constellation NewEnergy, Inc. ("Constellation") as the preferred supplier for its Municipal Aggregation Electricity Program. This includes a 22 month program that offers a fixed rate of 11.89¢/kWh starting with your February 2023 meter read, subject to enrollment by the Utility, and shall remain in effect through your December 2024 meter read. The fixed price offered does not include taxes, Ameren distribution or other Ameren fees, charges or credits. Constellation is not the same entity as your electric delivery company. You are not required to enroll with Constellation. As of October 1, 2022, the electric supply price to compare is currently 12.236 cents/kWh. The electric utility electric supply price will expire on May 31, 2023. The purchased electricity adjustment factor may range between +.5 cents and -.5 cents per kilowatt hour. The utility electric supply price to compare does not include the purchased electricity adjustment factor. For more information go to the Illinois Commerce Commission's free website at www.pluginillinois.org.

You're Automatically Enrolled

As an eligible Richland County residential or small business customer, you are automatically enrolled unless you decide to opt-out. To learn more about the program, please see the enclosed General Terms and Conditions and the FAQs.

How To Opt-Out

You don't need to do anything to get this new rate; however, if you decide not to take part in the program, please respond with one of the options below by December 30, 2022. If you do not opt out by December 30, 2022, you will have been deemed to have authorized and agreed to being enrolled in the Municipal Aggregation Electricity Program and to having your electric supply service switched to Constellation under the enclosed terms and conditions.

1. **Mail:** Return the form below in the pre-addressed stamped envelope
2. **Phone:** Call Constellation at 833-618-0312
3. **Web: Visit www.constellation.com/il-richland**
   Use the 6 digit Opt-Out code below.

To learn more:

Visit us online at
constellation.com/il-richland

Call 833-618-0312
24 hours a day, 365 days a year

We look forward to providing this program.

Sincerely,

Richland County

Kevin Klages
SVP Mass Markets
Constellation

We encourage you to review the details of the offer as further defined in the enclosed Terms and Conditions and FAQs inserts. Constellation NewEnergy, Inc. The prices of Constellation NewEnergy, Inc. are not regulated by the Illinois Commerce Commission. You do not have to buy Constellation NewEnergy, Inc. electricity or any other product in order to receive the same quality regulated service from Ameren. IL License #17-0330

Please be advised that you may purchase your electricity supply from either a Retail Electric Supplier ("RES") or Ameren. Further information regarding your electricity purchasing options is available at www.pluginillinois.org. You also have the right to request from the Illinois Power Agency ("IPA") without charge, a list of all supply options available to you as an electricity consumer and in a format that allows a comparison of prices and products. Please also be advised that in the event that you elect to change or maintain tariffed electricity service from Ameren that such election will not result in a service fee. To obtain further information regarding Ameren tariffed electricity service, please contact the Ameren Customer Service Dept at 1-800-755-5000.

Net metering customers, pursuant to Section 16-107.5(d)(3) and (e)(3) of the Public Utilities Act, may forfeit credits for electricity supply service and delivery service, or both, if they switch to the Aggregation Supplier.

1-000001

John Sample
123 Any Street
Any Place, US 12345-6789

Constellation

I do not want to participate in the Richland County Electric Aggregation Program

_____ ☐ Cell ☐ Work ☐ Home
Phone Number

XXXXXX
Opt-Out Code

Service Address:
123 Any Street
Any Place, US 12345-6789

_____
Ameren Account Number

_____ _____
Signature Date

XXXXXX_RICHLANDCOUNTY122022_20221207_OUT

Municipal Aggregation Program FAQs

Who is Constellation?

Constellation is a leading supplier of energy products and services to electric and natural gas customers in 48 states, Washington, D.C. and Canada. We have been helping customers navigate competitive energy markets for as long as customers have had a choice of their energy supplier and have provided affordable energy to businesses nationwide for years.

Where can I learn more about electricity electric choice and assistance programs?

Additional information can be found at www.PlugInIllinois.org. The Illinois Commerce Commission (ICC) has assistance programs to help customers with their energy bills. Eligibility and enrollment information can be found on the ICC's website at www.icc.illinois.gov.

What are questions that can be directed to my Utility?

Please contact Ameren at 1-800-755-5000 for questions on the following topics:

- Problems with your electricity service
- Questions about your bill
- Tax exemptions

How do I know if the residential rate class that I am in is eligible for your service?

Residential customers on non-hourly rate classes are eligible for our service. Please carefully review all details provided in our terms. You can find your rate class and any special provisions on your bill.

What is the rescission period?

Ameren will provide you a notice confirming your enrollment with Constellation that provides you a period during which you may rescind such enrollment. Please follow the instructions on the enrollment notice if you would like to rescind.

Are there fees associated with the program?

Enrollment in the program is free and you need not take any action. You only need to be eligible to participate. Once enrolled in the program, you can cancel your agreement at any time and switch back to Ameren without any fee.

What if I am with another supplier and want to join my community's program?

Based upon the records provided by the utility, we assumed you are not with another supplier; otherwise we would not have sent you this notice. If you recently signed up with a new supplier, you will not be automatically enrolled; if you wish to join the program, you should check the terms of your new agreement for any restrictions and then contact Constellation.

What does "optout" mean?

"Opt-out" means that we are operating under the assumption that you want to participate in your community's Municipal Aggregation Electricity Program but you can decide not to participate. You can opt-out by returning the opt-out form included in your mailer or through the call center using the phone number provided. If you opt-out, you will not be enrolled as an electricity customer with Constellation and will continue to be served by your current supplier. You will also not receive your community's competitive electricity price. Regardless, all customers will continue to have their electricity distributed by Ameren.

How is my community able to choose a certified electricity supplier on the community's behalf and who is eligible?

Residents voted to give the community the ability to negotiate a contract for an electricity supplier.

All eligible participants in the program will receive notice of the new program rates, terms and conditions, and will have the option to opt-out from participation. In order to be eligible you must meet the following requirements:

1. You must not have already chosen an electricity supplier on your own.
2. You must not be in arrears on your bill payment.
3. Your service address must be located within your community's limits.
4. Your utility company must be Ameren.
5. You must be a small commercial/ industrial customer using not more than 15,000 kilowatt hours per year or you must be a residential customer.

How did my community develop this Program?

Pursuant to Section 1-92 of the Illinois Power Agency Act ("Act"), 20 ILCS 3855/1-92, each Illinois municipality is authorized to aggregate the electric loads of small commercial and residential customers located within its municipal boundaries. As part of the aggregation, each municipality may solicit bids, select an Alternative Retail Electric Supplier, and enter into a service agreement to facilitate the purchase of electricity and related services and equipment on behalf of its residents and small businesses. In accordance with the Act, your municipality passed a resolution authorizing a referendum for the community on the community's ballot asking the public for authority to create an opt-out Aggregation Program for its residents and small business customers, which was approved by the residents of the community.

What happens if I do not send in the opt-out form?

If you do not opt-out prior to expiration of the deadline, you will be deemed to have authorized and agreed to being enrolled in your community's Municipal Aggregation Program and to having your electric supply service switched to Constellation. However, you have the option to terminate your participation in the program at any time without incurring an early termination penalty.

I am currently under the budget billing option as provided by Ameren. Can I retain this service?

If you have chosen budget billing, the utility will continue to manage your budget billing and determine your monthly payment for electricity or if you wish to initiate budget billing or have any questions regarding your budget, please contact your utility for more information.

What is Municipal Aggregation and how can I benefit?

Under municipal aggregation, local officials bring the community together for improved group purchasing power. The community benefits by receiving competitively-priced electricity from an Alternative Retail Electric Supplier licensed by the Illinois Commerce Commission.

What information do I need to opt out?

Customers will need the 4-6 digit opt-out code provided on the original Opt-Out Reply Card. If this is not available, the customer care team can pull up your information based on the service address.

What happens at the end of the electricity aggregation term?

Your community will rebid the term and price on behalf of residents or customers participating in the aggregation program will be returned to Ameren. You will be notified of the outcome by the municipality and/or supplier for the new term.

Will I be allowed to join the program after the initial enrollment period?

Your community has secured the same electric supply rate, terms and conditions for eligible customers who wish to join its municipal aggregation programs after the initial enrollment period. This would include customers who move into the community, who were with another supplier and would like to join the aggregation program or customers who initially opted-out and want to join at a later date. These customers will have an individual agreement with Constellation for electricity supply but will retain the same electric supply rate, terms and conditions of the aggregation programs.

Please refer to the enclosed letter and Terms and Conditions for program pricing and further information. If you have any additional questions, please contact Constellation's Customer Service Department, 24 hours a day, 365 days a year.

To find out more about Constellation visit www.constellation.com

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IL License # 17-0330

DAMAGES AND RELIEF TO YOU AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. BOTH YOU AND CONSTELLATION ALSO AGREE THAT:

A) The federal arbitration act applies to this Agreement and governs any arbitration between you and Constellation. Prior to initiating any arbitration, you and Constellation both agree to try to resolve any dispute informally. To initiate informal dispute resolution, contact our customer care department in one of the ways identified in this Agreement. Constellation will assign someone to attempt to resolve the dispute.

B) If the dispute is unable to be resolved informally within ninety (90) days after the Party raising it informed the other in writing of the nature and basis of the dispute and made a written demand ("Demand"), either Party may seek formal arbitration. Any arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement and all issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. This dispute resolution provision does not preclude you from bringing any issues you may have to the attention of any governmental authorities.

C) **YOU AND CONSTELLATION BOTH AGREE THAT THIS AGREEMENT DOES NOT ALLOW CLASS ACTIONS IN COURT OR CLASS ARBITRATIONS, EVEN IF THE AAA PROCEDURES OR RULES WOULD ALLOW SUCH PROCEDURES. RELIEF MAY BE AWARDED ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THE PARTY'S INDIVIDUAL CLAIM. IF FOR SOME REASON, THE CLASS ACTION WAIVER IS UNENFORCEABLE THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.**

D) Any arbitration hearings will take place in the county of your billing address. If you are unable to pay the AAA filing, administration, and arbitrator fees for any arbitration properly initiated seeking damages up to $10,000, Constellation will pay such amounts. Otherwise, the payment of these amounts will be governed by the AAA Rules. In addition, for claims less than $10,000, any arbitration hearing may be held telephonically.

E) If the arbitrator issues you an award that is greater than the value of our last written settlement offer made prior to an arbitration hearing, then Constellation will pay you three times the amount of the award; and your attorney twice the amount of attorneys' fees, and reimburse any expenses reasonably incurred for pursuing your claim in arbitration . If the award in your favor is lower than our offer Constellation will only pay you the amount of the award. Any arbitration award will be final and binding and judgment confirming the award shall apply only to the specific case to enforce the award in that case.

F) **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, YOU AND CONSTELLATION BOTH AGREE THAT BOTH PARTIES ARE WAIVING A RIGHT TO A JURY TRIAL**. This dispute resolution provision shall survive termination of the Agreement.

G) Nothing in this Agreement shall impair your right to make an informal or a formal complaint to your applicable state Commission.

19. Miscellaneous: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard for the conflicts of law provisions thereof. There are no third party beneficiaries to this Agreement and none are intended. You may purchase electricity supply service from an alternative retail electricity supplier, such as Constellation, or from the Utility. You may also request from the Illinois Power Agency, free of charge, a list of all supply options available in a format that will allow comparison of prices and products. The most up-to-date information is available online at www.PlugInIllinois.org. If you are a net metered customer and switch suppliers, you may forfeit credits for electricity supply service and delivery service. Subject to regulatory approvals and any required notice from Constellation, Constellation may assign this Agreement without your consent. You may assign this Agreement only with Constellation's prior written consent. The Agreement shall be considered the entire agreement between the Parties, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both Parties or in accordance with the Renewal process identified in Section 3. Customer or the individual undertaking this decision on your behalf warrants that he or she is authorized to (a) enter into this Agreement on your behalf, (b) make decisions with respect to the Accounts, and (c) enroll with and change the Accounts' electricity supplier to Constellation. You should contact the Utility in the event of an electric emergency at the phone numbers identified in Section 9. Except as further detailed in Section 3, future correspondence may be sent by Constellation to you via first class mail, postcard, and/or electronic mail.

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Constellation

UNIFORM DISCLOSURE STATEMENT

Name: Constellation NewEnergy, Inc.
Address: 20 N. Wacker Drive, Suite 2100, Chicago, IL 60606. Internet address: www.constellation.com
Phone: 833-618-0312, available 24 hours a day, 7 days a week.

Rates and Product Information			
Price(in cents/kWh) and number of months this price stays in effect:	11.89¢ per kilowatt-hour, for 22 months.		
Other monthly charges:	None from Constellation		
Total Price (in cents/kWh) with other monthly charges:	500 kWh	1,000 kWh	1,500 kWh
	11.89¢	11.89¢	11.89¢
Length of contract:	Electricity service will commence on meter read dates in **February 2023** and shall remain in effect through the **December 2024** meter read ("Initial Term"), unless terminated pursuant to the terms of the Agreement.		
Price after initial price:	11.89¢ for Initial Term		
Early Termination Fees and Contract Renewal			
Early Termination Fee:	None.		
Contract Renewal:	30-60 days prior to the end of the term, Constellation will send you a contract expiration notice and offer to renewal for another term, which you will have 21 days to reject. If you do not reject, the Offer will be deemed accepted by you. If you reject the Offer in the manner directed in the Offer, your Accounts will be returned to Utility service at the end of the current Term.		
Right to Rescind and Cancel			
Rescission:	You have a right to rescind (stop) your Utility enrollment within 10 calendar days after your Utility has received your order to switch suppliers. You may call Constellation at 833-618-0312 to accomplish this or your Utility at Ameren Residential 800-755-5000 Ameren Commercial 800-232-2477 to accomplish this.		
Cancellation:	You also have the right to terminate the contract without any termination fee or penalty if you contact us at 833-618-0312 at any time.		

This is a sales solicitation and the seller is Constellation NewEnergy, Inc., 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 (unless the RES has entered into a contractual arrangement with the governmental body and has been authorized by the governmental body to make the statements).

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

Date: _____ Agent ID: _____

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ELECTRICITY PURCHASE AND SALE TERMS AND CONDITIONS

1. Seller Information: Constellation NewEnergy, Inc. 20 N. Wacker Drive, Suite 2100, Chicago, IL 60606 ("Constellation")

2. Pricing: For the Initial Term, the Price shall be **11.89¢** per kilowatt-hour, which does not include the Utility's delivery charges or any applicable taxes. The Parties acknowledge that the Municipality hired a third party intermediary ("Broker") for this transaction and a per kWh Broker fee has been included in the Fixed Rate.

3. Term and Renewal: This Agreement shall become binding on the Effective Date, provided however, the obligations of Constellation to sell and schedule electricity for the Utility's delivery to the Accounts and your obligations to purchase, take and pay for electricity for the Accounts at the Price will commence on the **February 2023** meter read date through the **December 2024** meter read date ("Initial Term"), unless terminated pursuant to the terms of this Agreement. Between 30 and 60 days prior to the end of the Initial Term or Renewal Term, Constellation will send you a contract expiration notice and offer to renewal for another term ("Renewal Term"). This notice will include, without limitation, the new product, pricing, the length of the Renewal Term, and any other changes to the terms and conditions ("Offer"). You will have 21 days from the date of the Offer to reject the Offer. Otherwise, the Offer will be deemed accepted by you without the need for further signature or other affirmative action by you. If you reject the Offer in the manner directed in the Offer, your Accounts will be returned to Utility service at the end of the current Term. Constellation will also provide a secondary notice by e-mail, text message/SMS, postcards, or phone calls. You consent to receiving the secondary notice in any of these formats.

4. Early Termination Fee: You may terminate this Agreement at any time without an early termination fee.

5. Deposit and Switching Fees: Constellation will not charge or collect a deposit or prepayment. Constellation will not charge switching fees to switch to Constellation's service. Your current supplier and/or the Utility may charge such fees.

6. Savings: Savings are NOT guaranteed.

7. Rescission: You have a right to rescind (stop) your utility enrollment within 10 days after your Utility has received your order to switch suppliers. You may call Constellation at 833-618-0312 to accomplish this or, if you are a residential customer, you may also contact your Utility at Ameren Residential 800-755-5000 Ameren Commercial 800-232-2477 to accomplish this.

8. General Disclosures: Constellation is an independent seller of electric power and energy services, certified by the Illinois Commerce Commission. Constellation is not representing, endorsed by or acting on behalf of the Utility, governmental bodies, program of a governmental body, or consumer groups. The prices of Constellation are not regulated by the Illinois Commerce Commission. You do not have to buy Constellation electricity supply or any other product in order to receive the same quality regulated service from the Utility. The Utility remains responsible for the delivery of electric power and energy to your premises and will continue to respond to any service calls and emergencies. Switching to Constellation will not impact your electric service reliability. You will receive written notification from the Utility confirming a switch of your electricity supplier.

9. Toll-free Phone Numbers: You may find the following telephone numbers helpful:
-Constellation NewEnergy, Inc.: 833-618-0312
-Illinois Commerce Commission's Consumer Services Division Contact Information: 1-800-524-0795 or 1-800-858-9277 for TTY hearing-impaired customers.
-Utility: Ameren Residential 800-755-5000 Ameren Commercial 800-232-2477

10. Purchase of Electricity Supply: Richland County ("Municipality"), pursuant to the aggregation authority conferred upon it by referendum, which passed by a majority of the vote and the ordinance establishing the aggregation program ("Program"), selected Constellation NewEnergy, Inc. ("Constellation") to supply the Program and to administer enrollments as described herein. Constellation agrees to sell and the customer responsible for the service address identified in the cover letter hereto ("you") agree to buy your full requirements of electricity and any other service identified herein for the accounts associated with the service address identified on the letter accompanying this document ("Account") in accordance with the terms of these Electricity Purchase and Sale Terms and Conditions and the Uniform Disclosure Statement provided herewith (collectively, this "Agreement"). The "Effective Date" shall be the first calendar day following the Opt-Out Date. Both you and Constellation may be referred to herein as a "Party" and, collectively, you and Constellation may be referred to as the "Parties".

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11. Opt-Out Enrollment: Enrollment is automatic if you do not opt-out, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY December 30, 2022 ("OPT-OUT DATE") BY (I) RETURNING THE POSTCARD POSTMARKED NO LATER THAN THE OPT-OUT DATE, (II) OPTING OUT BY TELEPHONE BY CALLING 833-618-0312 OR (III) BY OPTING-OUT ON SELLER'S WEBSITE AT WWW.CONSTELLATION.COM/IL-richland.** To be eligible for the Program and to allow for successful enrollment, you and the Account must meet the following eligibility requirements (the "Eligibility Requirements") (1) must be located within the Municipality's jurisdictional boundaries, (2) must be served by the Utility on a residential or eligible small commercial rate class, provided such small commercial account consumes less than 15,000 kWh annually, (3) may not be under contract with another competitive supplier, on the Utility's real-time pricing, on bundled hold with the utility, or franchised service with a municipal account, (4) must meet Seller's minimum usage requirements, (5) must be eligible for the Utility's purchase of receivables program, and (6) must not be enrolled in a community solar or other program which reduces the amount of usage or payments to be received by Constellation.

12. Billing and Payment: You will be invoiced for Constellation's charges and the Utility's delivery charges by the Utility on the invoice(s) you receive from the Utility. Such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. Constellation's charges or credits not invoiced through the Utility shall be invoiced directly by Constellation. If Constellation invoices you for charges not invoiced through the Utility, you shall pay within twenty (20) days from the invoice date. Payments not received by Constellation by the due date are deemed past due and shall accrue interest daily on the unpaid balance from the due date until payment is received at the lesser of 1.5% per month or the maximum amount allowable by law. Constellation may correct or cause the Utility to correct previous invoices in the event of invoicing errors.

13. Taxes: Any tax levied against Constellation by any governmental entity that must be paid by Constellation, exclusive of Constellation's income tax or taxes levied on Constellation's real or personal property, shall be passed through to and paid by you. You must provide Constellation with any applicable exemption certificates.

14. Rejection, Termination, and Remedies: In addition to any other termination rights provided for herein, Constellation reserves the right to terminate this Agreement for any non-payment of any amounts owed to Constellation under this Agreement or any other default under this Agreement by you with at least 14 days written notice. In addition to non-payment, Constellation also reserves the right to reject your enrollment or terminate this Agreement for the following reasons: (a) you or the Account fail to meet the Eligibility Requirements; (b) you rescind your authorization detailed in the "Information Release" section below; (c) you attempt to assign this Agreement without Constellation's consent; or (d) you provide any false, inaccurate or misleading information to Constellation or the Utility. Constellation agrees not to charge any early termination fees.

15. Limitations: Neither Constellation nor any of its affiliates shall be liable for any damages or claims for matters within the control of the Utility or the ISO-controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Constellation's delivery obligations cease at the Utility interconnect. **ALL ELECTRICITY SUPPLY SOLD HEREUNDER IS PROVIDED "AS IS", AND CONSTELLATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL CONSTELLATION'S LIABILITY EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.**

16. Force Majeure: Causes and events out of Constellation's reasonable control ("Force Majeure Events") may result in interruptions in service. Constellation will not be liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event. Constellation is not and will not be liable for damages caused by Force Majeure Events, including but not limited to 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 the Utility's distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control.

17. **Information Release:** You authorize Constellation to obtain information from the Utility related to the Accounts including without limitation account name, account number, billing address, service address, telephone number, standard offer service type, historical electricity usage, rate classification, meter readings, characteristics of electricity supply, and billing and payment information. You authorize Constellation to release such information, consistent with applicable law and regulation, to Constellation's affiliates, employees, agents, advisors, and independent contractors and such affiliates' employees, agents, advisors, and independent contractors. These authorizations will remain in effect as long as this Agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to Constellation at contact information provided.

18. Dispute Resolution and Class Action Waiver: CONSTELLATION HOPES TO MAKE YOU A SATISFIED CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH OF CONSTELLATION AND YOU. BOTH YOU AND CONSTELLATION AGREE TO RESOLVE ALL DISPUTES RELATING TO OR ARISING OUT OF THE INTERACTIONS BETWEEN CONSTELLATION (INCLUDING OUR AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS AND ASSIGNS) ONLY BY ARBITRATION OR BY AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. THERE'S NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD THE SAME

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