



Texas Power Terms of Service

For Residential Customers

PUC REP Cert. No. 10066

Residential Terms of Service

This Terms of Service Agreement ("TOS") explains the terms and conditions that apply to your electric service with Texas Power, L.P. ("Texas Power"). Your contract is comprised of the TOS, your enrollment documentation, Electricity Facts Label ("EFL"), and Your Rights as a Customer ("YRAC") document, which may be amended as stated herein. Once you have accepted to receive electric service from Texas Power, you are bound by the TOS. Public Utility Commission of Texas ("PUC") Substantive Rules that are referenced throughout the TOS can be found at:

<http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>

Contact Information

Company Name: Texas Power, L.P.
Mailing Address: 4025 Woodland Park Blvd
Suite 220
Arlington, TX 76013
E-mail: ServingYou@texaspower.net
Website: www.texaspower.net
REP Certification No.: 10066
Toll-Free Contact No.: (855) MY TX PWR (698-9797)
Fax No.: (877) 277-3448
Hours of Operation: 7:30am – 7:30pm M-F;
9:00am – 2:00pm Sat.
(Central Time Zone)

Pricing

Your price will be specified in cents per kilowatt-hour (kWh) as detailed on the EFL and shall include energy costs, Electric Reliability Council of Texas ("ERCOT") costs and Transmission and Distribution Utility ("TDU") costs. All applicable governmental taxes, non-recurring TDU fees (Table 1), such as, but not limited to, connection charges, move-in charges, meter installation charges and reconnection charges will be listed separately on your bill. If your usage is below 1,000 kWh per billing cycle a \$10.00 meter fee will be assessed and listed separately on your bill. Any pricing change made in response to a change in law or regulatory charges may be made without prior notice to you and is not considered a material change. Any charges incurred by Texas Power as a result of additional charges or changes in fees by the TDU as permitted by the Public Utility Commission of Texas ("PUC") may be passed through to you without advanced notice, are not considered a material change, and shall be listed separately on your bill.

Billing and Payments

Following the month of delivery, Texas Power will furnish you a written or electronic statement setting forth the total quantities of electricity delivered for the preceding month and the amount due for energy, any special or non-recurring charges and governmental taxes and fees. In the absence of actual quantities, we may invoice on estimated quantities and correct to actual quantities in subsequent periods. You agree to pay for electricity purchased hereunder during the preceding month within eighteen (18) days of the date of invoice. For the administrative burden of maintaining late payment accounts,

a one-time late payment penalty of five percent (5%) shall be charged on all balances paid after the due date that have not been subject to a late payment penalty. A fee of \$25.00 per transaction will be charged on all insufficient funds for any method of payment.

Deposits

Texas Power may research your credit history through a consumer reporting agency or by obtaining your previous two years of electric service payment history from another Retail Electric Provider ("REP"). A deposit may be required if you are unable to establish and maintain satisfactory credit. The deposit amount required will be the greater of one-fifth of the estimated annual billing or the sum of the next two months estimated billing. Customers who qualify for the low income rate reduction program (Lite-Up Texas) may pay a required deposit in excess of \$50 in two equal installments. Deposits held longer than 30 days will accrue interest at the rate established by the PUC. If, during the term of service, you are late paying your bill more than once, or if your service is terminated for non-payment, we may request that you post a deposit or that your deposit be increased. Deposits will be refunded or credited to your account if you establish satisfactory credit with Texas Power by paying your bill for electric service for twelve (12) consecutive months without a late payment, terminate your account with Texas Power, or if you switch to another Retail Electric Provider. You will receive a refund if your account is terminated and paid in full; otherwise, a credit will be applied to an active account or a remaining balance.

A residential customer seeking to establish service can demonstrate satisfactory credit by using one of the following criteria: 1) The residential customer or applicant is 65 years of age or older and the customer is not currently delinquent in payment of any electric service account; or 2) The customer or applicant has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas Human Resources Code §51.002, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation. This determination shall be evidenced by submission of a certification letter developed by the Texas Council on Family Violence. The certification letter may be submitted directly by use of a toll-free fax number to the REP.

Final Bill Delinquent Accounts

If you switch away from Texas Power and you do not pay your **final bill** from Texas Power within ten (10) days of the date that it is due, an interest rate of one and one-half percent (1.5%) per month will be added to your delinquent balance. If your account is referred to a collection agency, Texas Power reserves the right to add an administrative fee to your delinquent account not to exceed thirty three percent (33%) of the balance due. Should it become necessary to refer your account to an attorney for collection, you will bear all reasonable and necessary costs, including attorney's fees, incurred by Texas Power for collection. If you fail to pay your remaining past-due balance, your delinquent account may be reported to the credit bureau(s).

REP Cert. No. 10066

TOSA Version No. 122211T



Texas Power Terms of Service

For Residential Customers

PUC REP Cert. No. 10066

Average Billing

The Average Billing Plan calculates the billing based on the average historical usage obtained from the most recent twelve-month billing history, or if unavailable, the most recent available billing history. The bill amount will fluctuate according to the corresponding historical month's usage. The account will true-up, or reconcile, once every twelve months to adjust according to the average usage billed versus the actual usage used. The true-up may cause an over-payment or under-payment on the account. If a credit is due after the true-up, the credit will be applied to the account. If an amount is due from the customer, the amount will be due immediately by the account's next due date. Any past due amounts not paid in full will be subject to the normal disconnection procedures.

Estimated Billing

Please be aware that you may receive an estimated bill from us for reasons such as meter readers not having access to your meter. Meter readers may not be able to access your meter for reasons such as yard pets that may harm strangers or locked gates. For accurate meter readings, please be sure you provide access to your utility meter for any utility distribution employee.

Payment Arrangements

Dependent on your qualifications, you may qualify for a special payment arrangement if you are unable to make the full payment on your account by the due date. To see if you may qualify, please contact our Collections department at (866) 829-4134.

Deferred Payment Plans

Dependent on your qualifications, you may qualify for a deferred payment plan. A deferred payment plan may require an initial payment, with the remaining balance to be paid in equal installments over a set period of time. To see if you may qualify, please contact our Collections department at (866) 829-4134.

Bill Payment Assistance

An energy assistance program is available to customers who have severe financial hardships and may be temporarily unable to pay their bills. The program is funded in part by contributions from Texas Power customers. Please call Customer Care for additional information.

Low-Income Customers

Certain rate reductions such as the Lite-Up Texas program may be available for low income customers. For information on existing programs please contact our Customer Care Department at the number listed above or visit the Public Utility Commission of Texas ("PUC") consumer website at: <http://www.puc.state.tx.us/consumer/lowincome/Assistance.aspx>, or by calling Lite-Up Texas toll-free at (866) 454-8387. Low-income customers may also qualify for The Texas Department of Housing and Community Affairs Weatherization Program. Information regarding this program may be obtained by visiting the PUC website above or by contacting us during normal business hours listed in this document.

Critical Care and Chronic Condition Customers

If you have special needs that require you to be dependent on electrical equipment or powered medical equipment, it is your responsibility to advise our Customer Care department upon application for service. To determine whether you qualify as a Critical Care or Chronic Condition customer, the Critical Care and Chronic Condition Eligibility Determination Form must be completed by the customer and treating physician, and be submitted by the physician to the TDU. This form may be obtained at www.texaspower.net or upon request from a Texas Power Representative. Qualification as a critical care or chronic condition customer does not relieve you of your obligation to pay for electric service that you receive from Texas Power.

Notice of Changes to TOS

Texas Power will give you at least fourteen (14) days advance written notice of any material change in the Terms of Service Agreement. Any changes will become effective and binding on the date specified ("effective date") in the notice unless you cancel your agreement. If you cancel your agreement prior to the effective date of change, you will not incur penalties or early termination fees. For the cancellation to be effective you must make arrangements to receive service from another Retail Electric Provider or request that Texas Power terminate your service prior to the effective date. If you do not cancel by the effective date and by completing the necessary actions stated herein, you will be subject to the terms of this agreement. Notice of the change is not required for material changes that benefit the customer or for changes that are mandated or allowed by law or regulatory action.

Right of Rescission

On switch requests, you have a right to cancel your acceptance of this Terms of Service Agreement without penalty or fee of any kind within three federal business days after you receive the Terms of Service Agreement document. If you wish to cancel this switch request, please notify Texas Power in writing by regular mail at the address set forth on this Terms of Service Agreement, by email at ServicingYou@texaspower.net, by facsimile at (817) 522-0235, or by phone toll-free at (855) 698-9797. For the cancellation to be effective you must make arrangements to receive service from another Retail Electric Provider or request that Texas Power terminate your service. If you wish to cancel this agreement after three federal business days, you may contact us using the information listed above. Right of Rescission does not apply to move-in requests. Right of Rescission applies only to switch requests pursuant to P.U.C. Subst. R. 25.474.

Product Types and Terms

Texas Power offers different types of products subject to different contract terms. Your product type and contract term is provided on your EFL. Only the specific section for your product type, as provided on the EFL, will apply to your contract.



Texas Power Terms of Service

For Residential Customers

PUC REP Cert. No. 10066

Fixed Rate Products

Fixed rate products have a term of at least three months for which the price for each billing period is the same throughout the contract term, except that the price may vary from the disclosed amount solely to reflect changes in the TDU charges, changes to ERCOT, or changes resulting from federal, state or local laws that impose new or modified fees or costs on Texas Power that are beyond Texas Power's control. See "Pricing" section above. Your contract term can be found on your EFL. Fixed rate products include an early termination fee as specified in the "Disclosure Chart" section of your EFL. The early termination fee will be applied to your account in the event you cancel service with Texas Power prior to the end of your term. The early termination fee will not apply in the event that you move to another premise, Texas Power terminates your service due to changing market conditions, or you receive a notice of material change in your TOS and wish to cancel per the "Notice of Changes to TOS" clause within this agreement. If you move to another premise, you must present valid proof of premise change to avoid the early termination fee, which may include, but is not limited to, a utility bill, lease agreement, purchase agreement or driver's license containing your new address.

At the end of your contract term, your electric service will change to Texas Power's month-to-month variable price product and will automatically renew monthly until you switch to another Texas Power product type, request cancellation of your service and begin receiving services from another REP, or until Texas Power terminates your account under the terms listed in this agreement. Texas Power will send you a notice of contract expiration at least 14 days prior to the end of your fixed rate product contract term. Upon notice of your cancellation, your account may remain under this term until ERCOT informs Texas Power that your account is now being serviced by another REP.

Variable Price Products

Variable price products have a term of 31 days or less and is defined as a month-to-month contract that automatically renews monthly until you switch to one of our fixed price plans, or request cancellation of your service and begin receiving services from another Retail Electric Provider ("REP"), or until Texas Power terminates your account under the terms listed in this agreement. Price may vary throughout the contract term according to the sole discretion of Texas Power. There are no early termination fees assessed on a month-to-month contract and you may cancel your service under this contract at any time. Upon notice of your cancellation, your account may remain under this term until the Electric Reliability Council of Texas ("ERCOT") informs Texas Power that your account is now being serviced by another REP. Promo Variable rate products are based on promotional rates that apply to the first month only and are available to new customers only; existing or recurring customers that were active customers of Texas Power within the past 12 months are not eligible for these promotional plans. Customers enrolled under Promo Variable rate products will not be eligible to receive any additional discounted pricing or special promotional offers for twelve months after initial enrollment.

Disconnection

Texas Power may disconnect your electric service if you do not pay the following by the due date: 1) required deposit, 2) bill in full or 3) deferred payment plan or payment arrangements as agreed upon by Texas Power. Notice of pending disconnection will be sent ten (10) days prior to disconnection. If your service is disconnected for non-payment or a disconnect order has been generated due to non-payment, you will be required to pay your entire past-due balance, a reconnection fee of \$65.00 and a deposit (see "Deposits") in order for service to be reestablished. Texas Power reserves the right to discontinue your service if we are not paid in a timely manner pursuant to P.U.C. Subst. R. 25.483. Specific situations may warrant disconnection without notice by Texas Power pursuant to P.U.C. Subst. R. 25.483(d).

Disputes or Complaints

Please contact Texas Power if you have any questions, concerns, or complaints regarding your electric service. Texas Power will promptly research and investigate your dispute and report any findings to you. If you dispute any amount invoiced by Texas Power, you shall pay the amount you concede to be correct. You must provide written notice setting forth the reason for such dispute. If, upon resolution of the dispute, it is determined that you owe Texas Power any portion of the disputed amount, you will remit to Texas Power, within three (3) days, the outstanding balance. If Texas Power is unable to provide you with a satisfactory resolution, you may contact the PUC. See "Your Rights as a Customer" for additional information regarding disputes or complaints. Exclusive jurisdiction and venue for any cause of action arising under this agreement will be in the courts of Tarrant County, Texas.

Antidiscrimination

Texas Power will not deny service or require prepayment or deposit for service based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer in an economically distressed geographic area, or qualification for low income or energy efficiency services. Texas Power shall not use a credit score, credit history, or utility payment data as the basis for determining the price for electric service for a product with a contract term of 12 months or less.

Force Majeure

You agree and understand that Texas Power does not produce, transmit or distribute the electricity sold under this Terms of Service Agreement and you agree that Texas Power will not be liable for any damages whatsoever caused by any interruptions in service. You agree that Texas Power is not liable for any damages caused by force majeure events, including acts of God, acts of any governmental authority including the Public Utility Commission of Texas or the Electric Reliability Council of Texas, strikes, labor disputes, required maintenance work, inability to access the Transmission and Distribution Service Provider system, nonperformance of the Transmission and Distribution Service Provider, or changes in laws, rules, regulations, practices or



Texas Power Terms of Service

For Residential Customers

PUC REP Cert. No. 10066

procedures of any governmental authority or ERCOT or any cause beyond Texas Power's control.

Refusal of Service

Texas Power may refuse to provide service to a customer under one or more of the reasons stated in the P.U.C. Subst. R. 25.477.

Waiver

Texas Power's waiver of any breach, or Texas Power's failure to enforce any of this Agreement's terms, covenants or conditions will in no way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.

Severability

If any provision of this Agreement is, for any reason, adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment will not affect, impair or invalidate the remainder of this Agreement but will be confined in its operation to the provision directly involved in the controversy in which judgment will have been rendered. If judgment is rendered in favor of Texas Power, Texas Power shall be justly entitled to all relief allowed by law.

Representation and Warranties

THE ELECTRICITY SOLD UNDER THIS TERMS OF SERVICE AGREEMENT WILL MEET THE APPLICABLE TRANSMISSION AND DISTRIBUTION SERVICE PROVIDER'S QUALITY STANDARDS AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. TEXAS POWER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS TERMS OF SERVICE AGREEMENT AND TEXAS POWER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitations of Liability

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

Esta información esta disponible en Español. Por favor llame a Texas Power al (855) 698-9797.

Table 1 –Standard Non-Recurring TDU Fees*	TDU SERVICE AREA				
	Oncor	Centerpoint	AEP- Central	AEP- North	TNMP
CHARGE TYPE:					
Move-In	\$3.20	\$6.29	\$25.00	\$23.00	\$54.00
Install	As Calculated*	As Calculated*	As Calculated*	As Calculated*	As Calculated*
Priority Move-In	\$10.35	\$14.14	\$39.00	\$35.00	\$79.00
Reread	\$1.90	\$1.96	\$12.00	\$10.00	\$27.00
Self-Selected Switch	\$1.90	\$1.57	\$11.00	\$9.00	\$27.00
Disconnect for Non-Payment	\$2.70	\$0.00	\$14.00	\$12.00	\$28.00
Meter Test (4 years)	\$33.70	\$49.00	\$111.00	\$112.00	\$132.00
Service Call (Business Hours)	\$10.35	\$50.00	\$70.00	\$72.00	\$65.00

*Please refer to TDU tariffs located at: <http://www.puc.state.tx.us/industry/electric/rates/TDR.aspx> for current fees.☐