



## Terms of Service

These general Terms of Service ("TOS"), Agreement Summary, Your Rights as a Consumer ("YRAC"), Electricity Facts Label ("EFL"), and Solar Addendum if applicable, together create a single binding agreement (the "Agreement") between the party identified in the Agreement Summary ("Customer") and Atlantic Energy Texas, LLC d/b/a AE Texas ("Company"). Company is a retail electricity provider ("REP") licensed by the PUCT as evidenced by PUCT Certificate # 10335. The Agreement obligates Company to provide Customer with all electricity supply requirements and arrange for the delivery of the electricity to the applicable ESI IDs in compliance with applicable law and provide any Value-Added Services (as specified on the Agreement Summary), including Company's Solar Program, as applicable, (the electricity and Value-Added Services collectively referred to as the "Services"). Customer agrees to use such Services exclusively for itself and to pay Company for such Services in accordance with this Agreement. Any capitalized term not defined in this Agreement shall have the meaning proscribed to it by the ERCOT Nodal Protocols or, if not defined therein, under the Public Utility Commission of Texas ("PUCT") Customer Protection Rules in effect as of the date of this Agreement (available at: <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/ch25complete.pdf>).

### ENROLLMENT AND TERM OF SERVICES

**Enrollment:** This Agreement authorizes Company to enroll each of the Customer's ESI ID(s) listed on the Agreement Summary. Company coordinates with ERCOT and the applicable TDU to provide and have electricity delivered to the Customer's ESI ID. Customer promises to provide Company with accurate, complete and verifiable account information, which is necessary for the timely, accurate and efficient enrollment of the ESI ID. Company requests Customer provide an e-mail address to assist Company with the enrollment process. Unless specifically stated otherwise, Company may deliver copies of this Agreement and other account information, including enrollment confirmation and Agreement expiration notices via email. Company will use the email address strictly in accordance with its privacy policy, which is available at [www.aetexasco.com](http://www.aetexasco.com). Services will start on a meter reading date determined by the applicable TDU or on the specific date selected by Customer. Customer understands that the TDU may charge an additional fee per the terms of its Tariff for a self-selected switch and that Company will pass-through and Customer will pay any such costs which will be passed through without mark-up.

**Term and Renewal:** The Initial Term can be found on the Agreement Summary. If your Agreement Summary indicates that the program you have signed up for is a Solar Program, you will also enter into a Solar Addendum that,

along with this TOS and your EFL, will govern the terms of the Solar Program. At the end of your Agreement Term if you are on a Fixed Rate Product, you will receive at least three (3) written notices of the date your fixed rate product will expire. These notices will be provided during the last one third of the Agreement Term, typically 90, 60, and 30 days prior to expiration. For a term of twelve (12) months or longer, the first notice will be provided no earlier than three (3) months prior to the end of the term. If you are a residential customer and the term of your Fixed Rate Product is greater than four (4) months, the final notice will be provided at least thirty (30) days before the date the Fixed Rate Product expires. If you are a residential customer and the term of your Fixed Rate Product is fewer than four (4) months, the final notice will be provided at least fifteen (15) days before the date your Fixed Rate Product expires. For small commercial customers, the final notice will be provided at least fourteen (14) days before the Fixed Rate Product expires. You agree to receive all agreement termination notices the same way in which you receive your monthly bill (either US mail or email, depending upon your selection during enrollment or in your My Account). If Company sends all of the required notices as provided above, and you do not sign up for a new electric energy product with Company or another REP, after your Agreement end date, Company will continue to be your REP and you agree to having Company continue your electricity service on a month to month basis and in accordance with the default variable price renewal product as reflected on the default variable price renewal product EFL provided to you in your termination notice until you switch to another REP, select another Company plan, or Company terminates or disconnects your electric service.

**Right of Rescission:** For any ESI ID which is residential or if the combination of all ESI IDs have a peak demand of less than 50 kW over the last 12 billing cycles, and for which Customer has submitted a switch request, Customer has the right to rescind (cancel) this Agreement without charge or penalty within three (3) federal business days after receiving this Agreement as provided under PUCT Subst. Rule § 25.474 (available at: <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.474/25.474.pdf>) by contacting Company by telephone toll-free at (844) 335-1713 or email at [care@aetexasco.com](mailto:care@aetexasco.com). For each ESI ID that Customer wants to cancel or rescind Services under this Agreement, Customer must provide their name, address, phone number, the applicable ESI ID and a statement that Customer is rescinding the Agreement as to such ESI ID. This right of rescission does not apply to any ESI ID for which Customer is seeking new service (commonly referred to as a "move-in") and Customer shall be responsible for any charges associated with Service



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provided to an ESI ID at which Customer requests and authorizes new service.

**Nondiscrimination:** Company does not deny service or require a prepayment or deposit for service or otherwise discriminate based on your race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, your location in an economically distressed geographic area, or your qualification for low income or energy efficiency services. If you are a residential customer, Company does not use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service.

**Consent to Automatic Payments:** If during the enrollment process you selected to be billed using Company's automatic payment service, you authorize Company to automatically charge your credit card/debit card or debit your bank account, as applicable, each month for the amount due on your bill ("Auto Pay"). Auto Pay is not required unless otherwise provided on your EFL. The charge or debit will be made on the date that is specified in your monthly bill, which Company will provide at least 16 days in advance of the payment date. You understand that these payments will continue each month for the entirety of the Agreement Term as well as for any automatic month-to-month renewal. You agree to notify Company promptly and prior to the due date of any outstanding invoice if there is a change to your account or card information. You understand and agree that Company is not liable for erroneous bill statements or incorrect debits/charges. If a billing error occurs, Company is responsible and will correct such error if and when notified by you of the error. Your credit card, debit card, or electronic check information will be maintained in a secure electronic form and any paper records of this information will be destroyed.

**Consent to Electronic Communications:** Unless you elect during enrollment or in your My Account to receive your monthly bill via email, Company will issue bills to you in writing by mail via the United States Postal Service. If you elect to receive your monthly bill via email, Company will not send your bill by mail via the United States Postal Service. If you do not elect to receive your bills via email, you must promptly notify us of any change in the address at which you receive mail. You agree to receive any and all non-billing written communications from us via e-mail, text message, or through other electronic means to the extent permitted by law in compliance with the PUCT Substantive Rules available at <https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>. You consent to receive any information required to be provided to you in writing electronically, including by using the email address or the text message enabled telephone number you provided to Company. You

must promptly notify us of any change in your email, text message enabled phone number, or other electronic address. Standard data fees and text messaging rates may apply. We will send copies of your TOS, YRAC, and EFL via e-mail or text message; however, you may request that Company provide you a copy of your TOS via United States Postal Service by calling us at (844) 335-1713. You may update your billing preferences, including your mailing address, email address and mobile telephone number via the My Account.

### PRICING AND PAYMENT ARRANGEMENTS

**Service price:** The EFL specifies the price that Customer will pay for the Services during the Initial Term. The Energy Charge includes energy costs, Transmission and Distribution Losses, Ancillary Services, ERCOT uplift charges, costs associated with Reliability Unit Commitment, Unaccounted for Energy, and any Value-Added Services selected by Customer as indicated on the Agreement Summary. The EFL also indicates the current pass-through charges associated with the delivery of electricity by the Customer's local transmission and distribution utility, or TDU (such as Customer Charge, Meter Charge, Transmission Service Charge, Advanced Metering System (AMS) Charge, Distribution Charge, System Benefit Fund, Transition Charge, Nuclear Decommissioning Charge, Transmission Cost Recovery Factor, Excess Mitigation Credit, Municipal Franchise Fee, service requests, equipment leases, construction, etc.). The Average price per kilowatt-hour ("kWh") as indicated on the EFL includes the costs of electricity, a monthly base fee included in the price, and costs of delivery of electricity to each ESI ID (the "Premises") determined according to the local TDU's tariff in effect at the time this Agreement is executed and is exclusive of taxes and fees. This number may vary from the price actually charged to Customer depending on Customer's Usage and whether the price includes any Value-Added Services.

**Service Type:** The EFL specifies whether the price is fixed or variable. With a Variable Rate Product your price may vary each month based on a variety of factors, including weather patterns, our actual and estimated costs of obtaining electricity from all sources (energy, prior period adjustments, settlement, and ancillaries), transportation and transmission costs we incur, inventory and balancing costs, and other market and business-related factors such as administrative costs, expenses, and margins. Variable Rate Products are month to month contracts with a term of 31 days or less. You may terminate your Variable Rate Product at any time without being charged an ETF, but you will be responsible for your outstanding bill. With a Fixed Rate Product your rate will not change during the term as set forth on your Agreement Summary, except as set forth below. Fixed Rate Products have a contract term of 3



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months or more and if you terminate a Fixed Rate Product before the end of the Agreement term on your EFL you will be charged an ETF and be responsible to pay an ETF (as set forth on your Agreement Summary and EFL), unless the termination is due to your moving out of your service address and you provide Company with reasonable proof of your move out.

**Changes to price:** The price may change if: (a) there is a change in or implementation or interpretation of (1) a law, rule, regulation, ordinance, statute, judicial decision, administrative order and the like; (2) material change in ERCOT or the Texas Reliability Entity ("TRE") operating guidelines or protocols, load zone boundary or hub definitions; (3) modification of or changes to TDU tariffs, riders or standard terms and conditions; (4) changes in programs including, but not limited to congestion, resource adequacy, and the like; or (5) electricity market structure, and any such change listed in (1)-(5) above results in Company incurring additional costs or expenses associated with providing the services described herein ("Change in Law"); or (b) if Customer terminates any Value-Added Services. Customer is also responsible for paying any nonrecurring fees and charges from the TDU including, but not limited to, fees and charges related to establishing, disconnecting, reconnecting, or maintaining electric service or equipment. Charges for Fees will be listed as a separate line item on the Customer's bill.

**Taxes:** If Customer is exempt from gross receipts tax ("GRT") due to living in an unincorporated area or any other tax, including sales tax, Customer must provide Company with written proof of such exemption. Company shall not be required to recognize any such exemption until and unless Customer provides Company with the required documentation. If Customer is tax exempt and Company erroneously collected such tax, Customer's sole remedy is to seek a refund from the Texas Comptroller or other entity to whom Company is required to remit such taxes. Nothing in this sentence precludes Company from issuing a refund for any improperly collected taxes in Company's sole and absolute discretion.

**Non-Recurring Charges:** In addition to charges or fees that we specify within the Agreement or that are charged due to local or other law, we may assess any of the following fees and charges: (i) late payment penalty of 5% of a delinquent balance; (ii) an Insufficient Fund fee of \$30.00 for payments made by you that are simultaneously or subsequently returned or canceled for insufficient funds or inaccurate information provided (please note: this fee applies to any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card); (iii) a Disconnection Fee of \$25.00 per instance for each disconnection request

Company sends to TDU for Customer's account, regardless of whether your service is actually disconnected; and (iv) a Priority Move-in fee of \$25.00 per instance for each Priority Move-in request Company sends to TDU for Customer's account.

## USAGE, BILLING, AND PAYMENT

**Usage:** Customer authorizes Company to obtain historical and current consumption, billing, and payment information from the applicable TDU, including the Customer's smart meter data. This authorization will remain in effect from the date Customer executes this Agreement through the Initial Term and any Renewal Term. If Customer utilized an agent or broker in connection with this Agreement, Company is authorized to disclose historical and current usage information and payment history to such agent or broker.

**Billing:** Customer's bill will be based on the amount of electricity and related services delivered to a Customer's ESI ID as reported and measured by the TDU to ERCOT ("Usage") which then reports such information to Company or, if Customer has selected to have their bill due on a specific date, may be based on data from the Smart Meter Texas (SMT) usage portal ("SMT Usage"). If the TDU fails to provide actual Usage for a billing cycle for any ESI ID listed on this Agreement, or if the data reported by the TDU differs from the SMT Usage, Company may reasonably estimate the Customer's Usage or SMT Usage for that billing cycle and reconcile the estimated Usage or SMT Usage with the actual Usage once the TDU has provided the actual Usage to ERCOT and ERCOT has provided it to the Company. Adjustments may take 1-2 billing cycles from the date the TDU actually reads a meter. The total amount of Customer's bill will be equal to the Usage or SMT Usage times the price plus any non-recurring costs billed to Company by a third party in providing Services to the ESI ID that are not part of the price, including, but not limited to TDU charges for disconnection, reconnection, out of cycle meter reads, meter tests, and any other charges which a TDU is authorized to charge as part of its approved tariff as of the date of this Agreement. For small commercial customers, demand charges (if applicable) are assessed by your TDU in accordance with the TDU's rate schedule and passed through to you (with no mark-up by Company) on your monthly bill. Demand charges are charges based on the rate at which electric energy is delivered to our system at a given instant or averaged over a designated period during the billing cycle. If you have questions about this charge, please contact your TDU.

**Payment:** Payments will be due on the due date shown on the bill, which shall be no less than sixteen (16) days from the date the bill is issued. Payments can be made by setting up recurring payments ("Auto-pay") via a bank account or



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credit card by visiting [www.aetexasco.com](http://www.aetexasco.com). Other payment options are: one-time payments via [www.aetexasco.com](http://www.aetexasco.com), calling Company at (844) 335-1713, or mailing a payment to PO Box 738376, Dallas, TX 75373-8376. Company may impose a convenience fee of \$2.00 per payment for payments made with a live agent over the phone. Company will charge a 5% penalty on the outstanding balance if payment is not made by the due date. Any check or electronic transfer returned by a bank for insufficient or unavailable funds will be treated as if Company received no payment at all. If Company is forced to initiate collection activity for undisputed past due amounts, Customer will pay any costs incurred by Company in pursuing such remedy as well as an administrative charge of \$50.00. If you default in the payment of amounts due under this Agreement, you will be responsible to Company for all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances whether these charges are incurred by Company through filing a lawsuit, referring your balance to a collection agent for collection, or collecting your outstanding balance through bankruptcy or other judicial proceedings. If Customer has two (2) or more returned payments in twelve (12) consecutive billing cycles, Customer may be required to provide a deposit or to pay in cashier's check or money order for a period of twelve (12) consecutive billing cycles. Company is not responsible for notifying Customer of bounced checks or returned electronic payments.

**Payment Arrangement Plans:** A Deferred Payment Plan is an extended payment plan, which allows you to pay an outstanding balance in installments over a period of time. To qualify for a deferred payment plan, a Customer (i) needs at least three (3) billing cycles of payment history with Company, (ii) must not have been disconnected for nonpayment during the preceding 12 months, (iii) must not have defaulted under a previous deferred payment plan or have received more than two (2) disconnection notices with Company during the preceding 12 months, and (iv) must not have submitted more than two (2) payments that were nonsufficient. Deferred payment plans are available for customers whose invoice becomes due during an extreme weather emergency as defined by the applicable TDU, customers who live in an area covered under a state of disaster declared by the Texas Governor (when directed by the PUCT) or where the customer was previously under-billed by \$50.00 or more. Before starting a deferred payment plan, Company may require a down payment of up to 50% of the total amount due. Company may also ask you to pay the balance owed on the deferred payment plan in equal amounts over no more than five (5) billing cycles. If you establish a deferred payment plan with Company, Company will confirm the details of the plan in writing to you. If you establish a deferred payment plan Company

may put a switch-hold on your account that will be removed after your deferred balance is paid and processed. If you are disconnected for nonpayment while a switch-hold is in place a payment will be required to resume service and you will not be able to obtain services from another REP until you pay the total deferred balance.

**Bill Payment Assistance Programs:** Payment assistance is funded in part by contributions from Company customers and you, as a Company customer, may contribute to our bill payment assistance program when you pay your bill each month. There are also deferred payment plan and alternative payment plan arrangements you may be eligible for. Please call Company at (844) 335-1713 for information relating to contributing to the bill payment assistance program or for additional payment arrangement information.

Supplemental Nutrition Assistance Program (SNAP); Medicaid; other assistance: Low-income customers may be eligible for other payment assistance benefits. To be eligible you must be in SNAP or on Medicaid and the name of the program participant must be the same name on your electric bill. To apply for SNAP or Medicaid contact your local Texas Department of Health and Human Services office or <https://hhs.texas.gov>. Information on additional bill payment assistance programs is available from the Texas Department of Housing and Community Affairs website under Energy Assistance at <http://www.tdhca.state.tx.us/ea/index.htm>.

**Level Billing Plans:** Company offers Level Billing Plans designed to help even out the highs and lows of your electric service. For Customers that enroll on a Level Billing Plan, the invoice amount will be the total projected electricity charges based on the most recent twelve (12) billing cycles divided by twelve (12). These projected charges will not include bill credits for which Customers on a Solar Program (as that term is defined in the Solar Addendum) or a refund plan (wherein Customer may receive bill credits for certain usage thresholds, as described in the EFL) may be eligible. This will be the amount Company bills Customer each billing cycle. If Customer does not have previous invoices in the Customer's name at the service location, Company will take the previous usage that is available for the service location and apply the then-current price to calculate the average billing cycle charge. A final true-up will be made if the account is terminated or this Agreement expires, but such true-up will occur at least every twelve (12) billing cycles. Any remaining account balance will be due in full upon such termination or expiration. Company may move your account from the Level Billing Plan if during a twelve-month period Company sends you two (2) or more disconnection notices, we disconnect your service for non-payment, or your payments are returned or rejected for





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insufficient funds or other non-payment by your credit card or bank. In the event we move your account from a Level Billing Plan to regular billing, the difference between your actual charges and the Level Billing Plan monthly charge will be due with your next regular bill.

### DEPOSITS

**Credit And Initial Deposit:** By applying for electric service with Company you are consenting to Company's use of credit reporting agencies to evaluate and document your credit and payment history and/or Company requesting payment history information from your previous retail company ("REP"). If you do not meet Company's credit requirements or cannot otherwise demonstrate satisfactory credit pursuant to PUCT Substantive Rule § 25.478

(<https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.478/25.478.pdf>) then Company may require you to provide a deposit to establish electric service with Company. If you are a residential customer, you may demonstrate satisfactory credit and qualify for a waiver of Company's deposit requirement if you meet certain criteria as follows: (i) you are 65 years of age or older and not currently delinquent in paying an electricity account; or (ii) you submit a letter certifying that you have been a victim of family violence as prescribed by the Texas Council on Family Violence. Please contact Company for additional information if you believe you may be eligible for a deposit waiver. You may send evidence of eligibility and other information to Company by sending an email to [care@aetexasco.com](mailto:care@aetexasco.com).

**Deposit or Additional Deposit During Term:** Whether you were required to post an initial deposit or other form of security upon enrollment, Company may require an initial deposit from you after you are an existing customer of Company if (i) you are late paying a bill more than once during the last twelve (12) months of service, or (ii) your account has been terminated or disconnected for nonpayment in the previous twelve (12) months. The initial deposit or other form of security must be paid within ten (10) days after issuance of a written deposit demand that requests such initial deposit, and your electric service may be disconnected if you fail to make timely payment. Company may require an additional deposit if your average actual billings over the previous twelve (12) months are at least twice the amount of the original average of your estimated annual billings and a termination or disconnection notice has been issued or your account disconnected within the previous twelve (12) months. If an additional deposit or other form of security is requested and you do not pay the deposit within ten (10) calendar days after the date of the written deposit demand or other form of security, your electric service may be disconnected.

### Terms and Conditions Relating to any Deposit You Make with Company:

If a deposit is required, the total amount of your deposit will not exceed an amount equal to the greater of either (i) the sum of the next two months' estimated billings, or (ii) one-fifth of your estimated annual billing. Deposits held more than thirty (30) days will accrue interest from the date of receipt at the annual rate established by the PUCT. Payment of the interest will be made to you annually, upon your request, or at the time the deposit is returned or credited to your account. If you were required to provide a deposit to us because of your inability to meet the credit requirements of Company or after you became an existing customer for one of the reasons set forth above, you can establish satisfactory credit with Company at such time that you have made twelve (12) consecutive on-time monthly payments (if you are a residential customer) or twenty four (24) consecutive on-time monthly payments (if you are a small commercial customer) by the specified due date on your bill to Company. At such time your deposit will be credited to your account. If you never establish satisfactory credit with us, the deposit and any remaining accrued interest will be applied on your behalf to your final bill. In the event it is applied to your final bill and there is any excess, such amount shall be refunded to you.

### TERMINATION AND DISCONNECTION

#### Customer's Right to Terminate

**Right To Terminate:** At any time, Customer may cancel or terminate the Agreement with Company by contacting Company at (844) 335-1713 or email at [care@aetexasco.com](mailto:care@aetexasco.com). If Customer takes action that cancels or terminates this Agreement prior to the end of the Initial Term, unless permitted elsewhere in this Agreement, Company may charge, and Customer agrees to pay the Early Termination Fee ("ETF") stated in the Agreement Summary unless: (i) there are less than 14 days remaining in the term or (ii) Customer moves from the service address of the ESI ID during the Initial Term and provides a forwarding address and reasonable evidence that Customer no longer occupies the location specified in the Agreement. Customer and Company agree that damages for Customer's early termination of this Agreement are impossible or difficult to determine and that the ETF is a reasonable estimate of the damages that would result from Customer terminating the Agreement before the end of the Initial Term. Please contact Company at least seven (7) business days before moving. Customer remains responsible for all charges incurred through the date the TDU processes the termination. You must select another REP to continue to receive electric service.

**Obligations after Termination:** If Customer cancels or terminates service with Company, Company's obligations will conclude after the meter read date when Company is no longer designated as Customer's REP, or the TDU



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disconnects the meter. If Customer's requested termination date requires an off-cycle meter read or incurs any other charge from the TDU, Customer will be responsible for payment of those charges. Customer's obligations under the Agreement only end when all outstanding balances are paid in full. Cancellation or termination of the Agreement does not relieve Customer of the obligation to pay outstanding balances or any early termination fee that may apply.

**Company's Right to Terminate:** Company, upon notice as required herein or by law, may terminate this Agreement without penalty if: (i) Customer fails to pay all undisputed amounts when due; (ii) any representation or warranty made by Customer is untrue or becomes untrue, including that the Customer had or later installs a bi-directional meter, as further described in the "Net Metering Program" section below; (iii) a Change in Law or other legislative, regulatory or legal action makes Company's performance of this Agreement commercially impracticable or impossible; (iv) if the applicable TDU cannot read Customer's meter or provide Usage data for greater than 90 days. If Company terminates this Agreement due to Customer's failure to pay, in addition to any amounts owed up to and through the date of termination, Company may charge, and Customer will pay, the ETF stated in the Agreement Summary.

**Disconnection of Electricity Service for Nonpayment:** COMPANY MAY REQUEST DISCONNECTION OF YOUR ELECTRIC SERVICE AND TERMINATE THIS AGREEMENT IF YOU DO NOT PAY YOUR DEPOSIT OR YOUR BILL IN FULL BY THE DUE DATE ON THE DISCONNECT NOTICE OR INVOICE. Company will provide you notice of our intention to request disconnection at least ten (10) calendar days before we disconnect your service. If your service is disconnected, you may be required to reapply for service and pay a new deposit. Fees associated with regaining service are in addition to disconnection fees set forth in this Agreement and in addition to any other fees that may be assessed by your TDU. Your switch to another REP will not relieve you of your obligations to pay all outstanding amounts to Company.

**Disconnection Without Notice:** Company or the TDU may disconnect service without notice if (i) a known dangerous condition exists for as long as the condition exists; (ii) where service is connected without authority by a person who has not made application for service; (iii) where service is reconnected without authority after disconnection for nonpayment; (iv) where there has been tampering with the meter or other service provider equipment of the TDU, municipally owned utility, or electric cooperative; or (v) where there is evidence of theft of service.

### **Critical Care and Chronic Condition Customers:**

Residential customers have the right to apply for Critical Care Residential Customer or Chronic Condition Residential Customer designation in accordance with PUCT Subst. Rule § 25.497, the full text of which is available at

<https://www.puc.texas.gov/agency/ruleslaws/subrules/electric/Electric.aspx>. Company cannot file for this designation on your behalf, and you do not file for this designation with Company.

To be considered for such designation, the PUCT approved form must be submitted by facsimile or other electronic means to the TDU by a physician. If you have a person permanently residing at your service address who has been diagnosed by a physician as being dependent upon an electric powered medical device to sustain life, you may apply for designation as a Critical Care Residential Customer. If you have a person permanently residing in your service address who has been diagnosed by a physician as having a serious medical condition that requires an electric powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the condition, you may apply for designation as a Chronic Condition Residential Customer.

Once you have filed for the designation, the TDU will notify you of the final status of your designation as a Critical Care or Chronic Condition Residential Customer and will notify you when such designation will expire and whether you will receive a renewal notice. The TDU will also notify Company about your status. Designation as a Critical Care or Chronic Condition Residential Customer does not relieve you of your obligations to pay for electric service that you receive from Company.

### **WARRANTIES AND REPRESENTATIONS**

**Warranty By Customer:** Customer represents and warrants to Company that (a) the aggregate peak demand of all of Customer's ESI IDs is under 50 kW at all times in the most recent 12 months or that the ESI ID(s) to be served by this Agreement are classified as residential meters by the TDU and (b) the Customer's meter is not a bi-directional meter unless Customer has selected a Solar Program. In the event that the peak demand of all non-residential meters has exceeded 50 kW at any time in the past 12 months, Company may either: (i) provide Customer with a new Agreement and price, which Customer can either accept or reject within 14 days of the date Company notifies Customer of such proposed new Agreement and price; or (ii) terminate this Agreement upon 14 days written notice to Customer and move Customer to a Variable product. If Company sends a new Agreement and price to Customer and Customer rejects such proposed new Agreement and price, Company may terminate this Agreement upon 14 days written notice to Customer and move Customer to a Variable Rate Product. Nothing herein shall relieve



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Customer of its obligation to pay Company for any Services provided to Customer.

**DISCLAIMER OF WARRANTIES:** YOU AGREE THAT ANY NON-COMMODITY PRODUCT IS SOLD AS-IS, WHERE-IS AND COMPANY IS NOT THE MANUFACTURER OR INSTALLER OF THE PRODUCT OR SERVICE. COMPANY MAKES NO WARRANTY REGARDING THE NON-COMMODITY PRODUCT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Company cannot guarantee that the electricity directly delivered to your location is renewable energy. By purchasing a renewable product from Company, you are helping to support renewable energy generation. Your purchase of a renewable product ensures that renewable energy equal to your paid electricity usage is produced using renewable energy resources. Company reserves the right to purchase and retire renewable energy certificates or "RECs" which represent proof that the electricity purchased was generated from a renewable energy source. BESIDES THE FOREGOING, COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SOURCES FROM WHICH YOUR ELECTRICITY IS DERIVED. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE RESIDENTIAL ELECTRICITY OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO RESIDENTIAL ELECTRICITY WHETHER WRITTEN OR VERBAL, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### MISCELLANEOUS

**Value-Added Services:** Company may offer non-commodity products or services, including but not limited to bill reduction services, energy efficiency products, solar products, and others. You may sign up, purchase, or enroll in such products or services from Company or third parties. If you have done so, your monthly bill may also include one time or recurring line-item charges for those products and services. You agree that when you enroll or sign up for or purchase such services or products that they will appear on your electricity bill and that you will pay these charges with your bill. Company will apply all payments you make on your bill first to the amounts you owe Company for electric service. Company will not disconnect your electricity service for nonpayment or delinquent charges for non-electric products or services but may discontinue the non-electric service or product for nonpayment. By signing up for and using any non-commodity products you agree as follows: (i) any of Company, our partners, our vendors and

third parties (and each of their affiliates) if providing non-commodity products may share with Company all information obtained by your use of the non-commodity products; (ii) Company can share all information obtained by Company in the course of providing electric service to you with the entity providing you the non-commodity product; (iii) even in the event there is a separate term related to the non-commodity product, for so long as you remain a Company customer the term of the non-commodity product contract will automatically renew on a month to month basis so that the term of this Agreement and the term of the non-commodity product agreement end at the same time; (iv) any fee associated with any non-commodity product will be in addition to the fee for your electric service; (v) you grant Company authorization to use your contact details to send you related information, alerts and updates as well as surveys about your use of any non-commodity product, and to share this information for research purposes and to help Company market, make sales and to steer our business.

**Risk Of Loss and Indemnity:** Company ceases to have title to, and risk of loss related to the electricity at the point where a third-party transmission or delivery system connects with the TDU system. You shall be deemed to be in exclusive control of the electricity after it reaches your electric meter. You are responsible for any damages or injury caused once you are in exclusive control. You agree to indemnify, defend, and hold Company harmless from all claims for any loss, damage or injury to persons or property, including but not limited to all consequential, exemplary, or punitive damages arising from or related to any act or omission occurring after the interconnection of the TDU transmission or delivery system with your meter.

**Limitations Of Liability:** If either party becomes liable to the other for damages, then that liability is limited to direct, actual damages only. Neither Company or Customer will be responsible to the other for consequential, special, incidental, punitive, exemplary, or indirect damages. Customer agrees to waive all other remedies at law or in equity. These limitations apply without regard to the cause of any liability or damage, including if the damages result from negligence, whether sole, joint, concurrent, or active or passive. Liability is transferred from Company to the Customer at the point at which Customer's TDU receives the electricity and is transferred to Customer at Customer's meter. Customer will indemnify Company for any third-party liability arising at and from Customer's meter.

**Force Majeure:** Company will endeavor in a commercially reasonable manner to provide Service but does not guarantee a continuous supply of electrical energy. Events that are out of our control ("Force Majeure Events") may result in interruptions in service. Company will not be liable



## Terms of Service

for any such interruptions. Company does not generate, transmit or distribute electricity to Customer. Therefore, Customer agrees that Company is not liable for damages caused by Force Majeure Events, including, but not limited to, acts of God, acts of any governmental authority, including the PUCT or ERCOT, accidents, strikes, labor trouble, required maintenance work, inability to access the TDU or ERCOT system, nonperformance of the TDU or ERCOT, delay or impact of Change in Laws, pandemic, endemic, war, civil disturbance, or any cause beyond Company's reasonable control. If a Force Majeure Event occurs which renders Company unable to perform in whole or in part under this Agreement, Company's performance under this Agreement shall be excused for the duration of such event and if such event lasts more than thirty calendar days, Company has the right to cancel this Agreement in its sole discretion by providing Customer 14 days' notice of such cancellation.

**Changes To the Terms of Service:** Except as indicated in the "Pricing" section of this Agreement, Company will first send a written notice at least fourteen (14) days in advance before making any changes to the Agreement. Written notice will be provided either through a separate document or with the invoice. Notice is not required for a change that benefits Customer. This written notice will be clearly labeled "Important Notice Regarding Changes to Your Agreement" and will identify the change and the specific provisions that address the change. If Customer does not object to the changes, no action is required. If Customer finds these changes unacceptable, Customer may choose another REP within 14 days from the date that the notice was sent, without charge or penalty. Please be aware that if Customer acts after the 14 days has expired, an ETF may apply. A TOS, YRAC or EFL shall be provided whenever a change is made to the specific document and upon Customer's request, at any time free of charge. The cancellation of the Agreement under this section does not excuse Customer from paying all outstanding balances on the account.

**Dispute Resolution:** If you have any questions, concerns, or complaints, or you feel that your bill is incorrect, please contact us via phone at (844) 335-1713 Mon-Fri 8am-7pm CT (hours subject to change) or via email at [care@aetexasco.com](mailto:care@aetexasco.com). If Customer is not satisfied with Company's attempt to resolve the problem, Customer may file a complaint with Company and request a supervisory review. If Company fails to resolve the dispute, Customer has the right to file a complaint with the PUCT. Customer may contact the PUCT at PO Box 13326, Austin, TX 78711-3326 or by calling (512) 936-7120 or toll free at (888) 782-8477. Hearing and speech impaired individuals with text telephones (TTY) may contact the PUCT by calling (512) 936-7136. Furthermore, Customer agrees not to pursue or

participate in any proceeding as a representative of a class, collective action, or in any other capacity than on behalf of Customer itself. Please see your YRAC document for more information. Customer and Company agree that Customer will only pursue claims against Company on an individual basis and will not pursue action on a class-wide, representative or consolidated basis

**Severability:** Should any provision contained herein be held unenforceable by a court of competent jurisdiction such provision shall be reformed to create a valid and enforceable provision to the maximum extent provided by law. However, if such provision cannot be reformed, it shall be deleted without affecting any other provision of this Agreement. Any failure by Company to enforce any term or condition of this Agreement, or to exercise any right under this Agreement, shall not be considered a waiver of Company's right thereafter to enforce each and every such term and condition or to exercise any right under this Agreement in the future, whether of a like kind or of a different nature. The provisions of this Agreement concerning payment, limitation of liability, and waivers will survive the termination or expiration of this Agreement. The Agreement provisions about payment, limitation of liability, and waivers will survive the termination or expiration of this Agreement.

**Governing Law:** This Agreement shall be governed by, interpreted and construed under, and enforced in accordance with the laws of the State of Texas without regard to principles of conflicts of law. The provisions of the Texas Uniform Commercial Code ("UCC") shall apply to this Agreement, and electricity shall be a "good" for purposes of the UCC. Customer and Company hereby acknowledge and agree that this Agreement constitutes a "forward contract" within the meaning of the U.S. Bankruptcy Code and further acknowledge and agree that Company is a "forward contract merchant" for such purposes. Certain "Substantive Rules" of the PUCT apply to the sale of retail electricity by Company. Such PUCT rules may be found at <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>, starting at 25.471 et seq. You hereby irrevocably submit to the non-exclusive jurisdiction of the federal and state courts located in Montgomery County, Texas in any action, suit or proceeding arising out of or relating to this Agreement. You hereby irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in such a court and any claim that any such action, suit or proceeding brought in such a court has been brought in an inconvenient forum. YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THIS





## Terms of Service

AGREEMENT. YOU HEREBY CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF COMPANY OR ANY THIRD PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT COMPANY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION, CLAIM OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER.

**Notices:** To the extent permitted by applicable law, notices and correspondence from Company will be delivered to the email address Customer provided; if Customer does not provide an email address, all notices and correspondence will be mailed to the billing address on the account (or to the service address if there are issues with the billing address).

**Assignment:** Customer may not assign its interest in and obligations under this Agreement without the express written consent of Company, which may be withheld in Company's sole discretion. Company may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to any energy supplier, energy services company or other entity.

**Net Metering Program:** To be considered eligible to participate in Company's net metering program, Customer must generate a portion or all of Customer's retail electricity requirements using energy generation equipment located at an ESI ID. Additionally, Customer must have a bi-directional meter that has been tested and calibrated by the TDU to assure accuracy prior to commencing services and have completed all necessary application forms with the TDU. If Customer has said bi-directional meter, Customer is only eligible for Company's Solar Programs as defined in the Solar Addendum. If Customer has a bi-directional meter and is not on a Solar Program or installs a bi-directional meter after enrollment, Company will contact Customer to switch Customer to an eligible Solar Program. If Customer does not accept a Solar Program, Company may terminate this Agreement upon 14 days written notice to Customer and move Customer to a Variable Rate Product pursuant to the "Termination and Disconnection" section above. This program is available on a first come, first serve basis until the capacity of 5% of the peak demand supplied by Company in the previous calendar year in the TDU's area is reached. Please contact Company for more information.

**Renewable Power:** For renewable price plans, Company will purchase and retire Renewable Energy Certificates ("RECs") to offset the specified percentage of Customer's anticipated electricity consumption equal to the percentage specified in the price.

### CONTACT INFORMATION

Company Name:	Atlantic Energy Texas, LLC d/b/a AE Texas
Certificate Number:	10335
Mailing Address:	PO Box 7780 Spring, TX 77387-7780 (844) 335-1713
Customer Care Toll Free:	Mon-Fri 8am-7pm CT
Customer Care Hours:	
Email:	<a href="mailto:care@aetexasco.com">care@aetexasco.com</a>
Internet Address:	<a href="http://www.aetexasco.com">www.aetexasco.com</a>
Spanish Agreement available	