

## TEXAS TERMS OF SERVICE

This document explains the terms and conditions that apply to your purchase of electricity from TriEagle Energy LP d/b/a Energy Rewards (“Company”) Retail Electric Provider (“REP”) Certificate No. 10064, a member of the Cirus Energy family of brands. Your contract with Company includes the Terms of Service, your enrollment authorization in writing, by telephone or the internet, your Enrollment Documentation, which includes your welcome letter, welcome package, as applicable, and these Terms and Conditions create your agreement with the Company, the Electricity Facts Label (“EFL”) and the Your Rights as a Customer disclosure document, as they may be amended from time to time (the “Agreement”) and supersedes any oral or written statements made in connection with this Agreement or the supply of your Services. By accepting Service from Company, you are entering into a contract with Company and will be bound by the Agreement. The terms “includes” or “including” mean “including without limitation.” Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement as well as in the “Definitions” section herein.

1. **SPANISH LANGUAGE (IDIOMA ESPAÑOL)**. Your contract documents are available in Spanish by contacting us at 1-844-687-5503 or visiting [www.credoenergy.com](http://www.credoenergy.com) and clicking on the “Español” tab.

Para recibir los documentos de su contrato en español, por favor contactenos al 1-844-687-5503 o visite [www.credoenergy.com](http://www.credoenergy.com) y seleccione la pestaña “Español”.

2. **TERM**. Company will begin supplying your Services when the transmission and distribution service provider (“TDSP”) switches your account to Company. Your Agreement will continue for the Term specified in the EFL or herein, and if applicable for a period after your initial Term (each a “Renewal Term”). Typically a standard switch will occur within two (2) hours to four (4) days after Company sends the authorized switch signal to the Electricity Reliability Council of Texas (“ERCOT”). The Company may terminate this Agreement by providing you notice as required by law.

3. **PRICING**. Company does not charge any fee for you to switch from your utility to Company. Please note that some products have specific fees related to the product or plan you choose which are detailed in your product Enrollment Documentation; these fees are not switching fees. Each month you will pay for the Services you consume. Your bill will be calculated by multiplying your Rate by the amount of electricity you consumed in kilowatt-hours during the billing cycle, plus any applicable Fees. You agree to pay the Rate indicated in the EFL and all amounts shown on your bill. Your Rate will include: the cost of energy, ERCOT pass through charges, transmission and distribution charges and other recurring charges from your local TDSP. You agree to pay all applicable Fees and, where applicable, Taxes, including any non-recurring Fees charged by the TDSP that are necessary to implement and/or maintain Service. The price for Service, Fees and Taxes will appear as line items on your bill as “Current Charges.”

4. **RATE PLAN OPTIONS**.

a. **Fixed Rate**. If you selected a fixed rate, the Rate for your Service is the Rate indicated in your EFL for the Term (“Fixed Rate”).

b. **Variable Rate**. If you selected a variable rate, the Rate for your Service for your first billing period is the Rate indicated in your EFL (“Variable Rate”). Variable Rates change at Company’s discretion and may be higher or lower each month based on business and market conditions. Variable Rates are set in the Company’s discretion and may vary based on numerous factors, including, but

not limited to, the Company’s assessment of applicable market and business conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle’s pricing and balancing costs, projected average customer bill amounts and may include the following additional costs: ancillary services and other ISO costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, and costs associated with meeting any applicable renewable portfolio standards, and a profit margin determined in the Company’s discretion that may vary from month to month. Your Variable Rate may not include taxes or fees assessed by a Third Party with the right to assess taxes or fees for the Services.

c. **Index Rate**. If you selected an index product, the Rate for your Service will be the index and the adder indicated in your EFL and will vary in accordance with the terms of the specific index (“Index Rate”).

d. **Understanding and Selecting Rates**. You understand that unless you have been offered a Rate confirmed by the Company in writing that expressly provides otherwise, there are no guaranteed savings. You can always review existing Service offers to compare your Rate under this Agreement to other current offers by going to [powertochoose.com](http://powertochoose.com).

5. **RENEWAL NOTICE**. For any Fixed Rate plan you have selected, you will receive notice from Company (between thirty (30) and sixty (60) days prior to the end of your Term) detailing your renewal options. If by the end of your Term you do not affirmatively execute a new agreement with Company, Company will continue to provide you service on either (i) a month-to-month Variable Rate contract; (ii) the current Holdover Rate, which is Company’s then current month-to-month variable rate or index rate; or (iii) a month-to-month Fixed Rate contract, until you switch to another provider or select another Service plan from Company, or until Company terminates or disconnects your Service.

6. **RIGHT OF RECISSION**. **If you are switching to Company from another REP, you can cancel your acceptance of the contract with us without penalty or fee by contacting us within three (3) federal business days, after receiving this Terms of Service (“Rescission Period”). PUCT rules permit Company to assume that you will receive this Terms of Service three (3) federal business days after we mail it to you. To rescind please contact Company as listed in Section 19 and please include the following in your notice: (i) Request to rescind contract; (ii) Name, address, phone number; and (iii) Account number or ESID number.**

**7. BILLING, PAYMENT, BUDGET BILLING AND PAYMENT ARRANGMENTS.**

You will be billed and pay Company for the Services based on meter readings and consumption information that Company receives from the TDSP (“Billing Quantity”). The supply of energy under this Agreement shall be measured at the delivery point by the TDSP. Company and you shall be bound by the measurement from the meters owned, installed, maintained and read by the TSDP.

a. Billing Schedule. Generally Company will provide you with a monthly bill that will include Current Charges (and, if applicable, any past charges due). If the total amount due is not paid sixteen (16) calendar days from the date shown on the bill (“Due Date”), your account will be past due. You agree that Company may issue a bill less frequently if: (i) Company does not receive meter readings or usage information from the TDSP or ERCOT in time to prepare and send a monthly bill; or (ii) Company decides to issue bills less frequently. You agree to receive bills electronically, unless you affirmatively request to receive bills through U.S. Mail by contacting Company as outlined in Section 19.

b. Late Payments. If you do not pay your entire bill by the Due Date, unless you have provided Company with written notice disputing all or some of the charges by the Due Date, Company may charge you a penalty of 5% on the amount for the previous month’s past-due Service (“Late Payment Penalty”). Late Payment Penalties shall not exceed the maximum amount permitted by Law. Late Payment Penalties shall not apply if you are LITE-UP Qualified.

c. Returned Payments; Other Fees. Company will charge \$30.00 for each payment transaction that is returned, unpaid or not processed including: (i) returned checks; (ii) returned electronic fund transfers; and (iii) rejected credit card transactions. This charge will be reflected as “Returned Payment Charge” on your monthly bill, if applicable. Please check your EFL for Fees related to your electric usage, payment plan, and other possible fees.

d. Billing Adjustments. Company reserves the right to adjust your bill. Company may calculate a bill based on estimated meter readings absent actual meter readings from the TDSP or ERCOT. Once actual meter readings are received, Company will issue a bill or make adjustments on a subsequent bill. If you dispute any bill or portion thereof, you must contact Company prior to the bill Due Date and provide Company with all substantiation of the claim.

e. Third Party Services. If you agree to purchase other products or services from Company or you purchase products or services that are offered by Company but provided from third parties (“Third Party Services”), you may be billed directly from such third parties or separately from Company; however, you agree that the Company may alternatively include these charges on your bill for those products and services. Company will apply all payments you make on your bill first to the amounts you owe Company for Service.

f. Alternative Payment Arrangements. Please contact Company as listed in Section 19, if you anticipate having difficulty paying your bill by the Due Date. You may be eligible for payment assistance or a deferred payment plan. Company can provide information about payment assistance programs funded in part by contributions from customers. You may contribute to these programs on your bill each month. A Fee will be assessed on your account if you do not pay the past due amount before the date your Service is subject to disconnection as stated on your Disconnection Notice, regardless of an extension of your account for any reason, including your eligibility for payment assistance or a deferred

payment plan. Company also offers energy efficiency programs to all customers, including low-income customers.

g. Collections. If you fail to timely pay the amounts due and Company refers your outstanding balance to an attorney or collection agent for collection, or files a lawsuit, or collects your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney fees) that Company incurs in the collection process. If you have provided Company, its affiliates or agents with a credit card number, you provide authorization to charge any outstanding balance to such credit card.

h. Budget Billing: Company offers a Budget Billing Payment Plan to any customer whose account has no outstanding balance, regardless of credit history. The Budget Billing Payment Plan allows you to pay about the same for your Services each month. The monthly average billing amount is based either on (i) the previous 12 months of usage history at your current location; or (ii) Company’s estimated annual usage for the location if a full twelve (12) month history is unavailable. After 12 months on the Budget Billing Payment Plan, Company will review your account for an annual true-up to see whether there is an over-billing or under-billing situation. Company will then (i) credit your account for any over-billed amount; (ii) bill your account for any under-billed amount; and/or (iii) recalculate your next 12 months payments under this Plan based on any under-billing or over-billing.

i. Automatic Bank Draft and Credit Card Pay. Company’s standard payment method is by automatic bank draft or by major credit cards. You must set up one of these payment methods by logging into Company’s online My Account feature.

j. Online Account Management. You may receive, view and/or pay your bill electronically through our electronic bill presentment option.

k. Authorizations. All authorizations provided herein will remain in effect for the Term and, if applicable, the Renewal Term of this Agreement; however, authorization may be rescinded by you any time by contacting Company.

**8. DISCONNECTION OF SERVICE. COMPANY MAY DISCONNECT YOUR SERVICE IF YOU DO NOT PAY YOUR DEPOSIT OR THE PAST DUE AMOUNT OF YOUR ELECTRIC SERVICE BILL IN FULL BY THE DUE DATE ON THE DISCONNECT NOTICE.** Company will provide you with at least ten (10) calendar days prior written notice of the intent to disconnect your Service pursuant to the Agreement (“Disconnection Notice”). Company may disconnect service as early as the first day after the date stated on the Disconnection Notice; however, the day of disconnect will not be a federal holiday or weekend day. You will be liable for all Fees associated with any disconnection of Service for nonpayment and reconnection. Disconnection and reconnection Fees are determined by the TDSP and subject to change by the TDSP. Disconnection for nonpayment shall be in addition to any and all other remedies available in this Agreement and under law.

We may request immediate disconnection of your Service without prior notice under specific situations, including the existence of a dangerous condition at your service address or theft of service.

**9. TERMINATING YOUR AGREEMENT.** The Term of your Agreement is stated in your EFL. At the end of your Term, you may

terminate your Agreement by switching to a new REP. If you cancel the Agreement before the end of your Term or Company cancels your Agreement for non-payment or other breach of this Agreement, you agree to pay the early termination fee indicated in the EFL (“Early Termination Fee”), if any, and you must select another REP to continue to receive electric service. Company’s obligations will end after the meter read date where Company is no longer designated as your REP or when your Service is disconnected by the TDSP. Your obligations under the Agreement will end when your account balance is paid in full.

a. Moving. If you move from your existing premise during the Term and provide Company with a forwarding address, you will not be responsible for the Early Termination Fee stated in the EFL. Company may also request that you provide reasonable evidence that you no longer occupy the location covered by the Agreement. In order to ensure timely processing, you should notify Company at least three (3) days before the requested termination date.

b. Terminating Fixed Rate Plans. For residential customers, you may terminate a Fixed Rate plan at any time; provided that, if you terminate after the Rescission Period and before the end of the Term or Renewal Term, the applicable Termination Fee listed in your Enrollment Documentation will apply for the Service you terminate.

10. **DEPOSITS**. Company does not deny Services based on your credit score, however, you may be required to provide a deposit before receiving Service if you cannot demonstrate satisfactory credit. You may be required to promptly provide Credit Enhancements to continue Service if there is a deterioration in your credit rating or a Usage Increase. Company, in its sole discretion, shall determine whether a deposit is necessary based on a good faith evaluation of your credit history and using the assumption of 16,000 annual kilowatt-hours usage. If you fail to meet Company credit criteria, you understand that Company may refuse or terminate Service or provide a substitute product. Company shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement, and the Company shall additionally have the right to setoff and net against any deposit or security provided by you pursuant to this Agreement any amounts, charges or damages owed by you to Company.

a. Deposit to Continue Service. A deposit may also be required to continue to receive Service, if you have been late paying your bill more than twice during the last twelve (12) months or your service has been disconnected for non-payment. You may be required to provide an additional deposit to continue to receive Service if (i) your average annual electric service bill for the last twelve (12) months is at least twice the amount of the original estimated annual bill, and (ii) a notice for disconnection has been issued in the previous twelve (12) months. 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 (2) months’ estimated billings, or (ii) one-fifth (1/5) of the estimated annual billing.

b. Interest. If Company holds your cash deposit longer than thirty (30) days, your deposit will accrue interest from the day Company received it at the interest rate established annually by the PUCT. Company will credit any accrued interest on your deposit to your account either on your January bill each year or on your final bill. This PUCT rule can be viewed at: <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.478/25.478.pdf>.

c. Deposits for LITE-UP Qualified. If you are LITE-UP Qualified

and required to pay a deposit greater than \$50, you will be eligible to pay your deposit in two (2) installments. This PUCT rule can be viewed at: <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.454/25.454.pdf>.

d. Special Circumstances. You also may avoid paying a deposit if: (i) you are at least sixty-five (65) years of age and you do not have a delinquent balance with your current electric service provider; or (ii) you have been a victim of family violence and can provide a certification letter by the Texas Council on Family Violence. Please contact Company as listed in Section 19 for additional information if you believe you may be eligible for one of these options.

e. Cancellation of Deposits. If you establish satisfactory credit with Company by making timely payments for twelve (12) consecutive months, then Company will apply the deposit plus accrued interest to your account or cancel the Guarantee Agreement. If you do not establish satisfactory credit with Company during the time you receive Company’s Service, then Company will apply the deposit plus accrued interest against the outstanding balance on your final bill or transfer the outstanding balance equal to the deposit identified in the Guarantee Agreement to the Guarantor’s account for payment in accordance with the Guarantee Agreement. Company will bill you for any remaining balance and the bill will be due upon receipt. Company will refund any credit balance to you or transfer the credit balance to your new REP, at your request and with your new REP’s consent.

11. **ANTIDISCRIMINATION**. Company cannot deny Service or require a prepayment or deposit for service based on your race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services. Company also cannot use a credit score, a credit history, or utility payment data as the basis for determining the price for Service for products with a contract term of twelve (12) months or less.

12. **CRITICAL CARE AND CHRONIC CONDITION CUSTOMER**. If you have a person permanently residing in your premises 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 premise 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.” To be considered for such designation, the PUCT-approved form must be submitted by facsimile or other electronic means to the TDSP by a physician. This PUCT rule can be viewed at: <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.497/25.497.pdf>.

For a Critical Care or Chronic Care Residential Customer, the Company is required to send written notice of intention to disconnect to you and the secondary contact listed on the PUCT-approved application form no later than twenty-one (21) days prior to the date your Service would be disconnected. Notice will be a separate mailing or hand delivered notice with a stated date of

disconnection and the words “disconnection notice” prominently displayed

(<http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.483/25.483.pdf>).

13. **PHONE COMMUNICATION POLICY.** You agree that by accepting this Agreement and providing your phone number (which may include your wireless number) the Company or its agents or affiliates, the Company and its agents or affiliates may text or call you with autodialed or pre-recorded promotional or product information. Your consent and acceptance of this policy is not a condition of purchase.

14. **DISPUTE RESOLUTION.** If you have any questions, concerns, or complaints, please contact Company as indicated in Section 19. In the event of a dispute or a disagreement under this Agreement, the parties will use their best efforts to resolve the dispute. In the unlikely event Company cannot immediately respond to your question or complaint, Company will promptly investigate the matter and report our findings to you. During this time, you will not be required to pay the disputed portion of your bill. If for any reason you are not satisfied with our response, you may contact the Public Utility Commission of Texas (“PUC”) Customer Protection Division at 512-936-7120 or 888-782-842.

15. **POWER OUTAGES AND EMERGENCIES.** In the event of an emergency such as a power failure or a downed power line, please call the telephone number listed on your bill if you have an electrical emergency or a power outage. You can also call your local emergency personnel at 911 if the emergency warrants.

16. **LIMITATIONS OF LIABILITY.** YOU AGREE THAT CAUSES AND EVENTS BEYOND OUR CONTROL, INCLUDING ACTS OF GOD, ACTS OF ANY GOVERNMENTAL AUTHORITY, ACCIDENTS, STRIKES, LABOR TROUBLE, AND EVENTS OF FORCE MAJEURE OCCURRING WITH RESPECT TO THE TDSP, ERCOT, OR OTHER THIRD PARTY SYSTEMS OR ASSETS (A “FORCE MAJEURE EVENT”), MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU ALSO AGREE THAT WE ARE NOT RESPONSIBLE FOR GENERATING YOUR ELECTRICITY OR FOR TRANSMITTING AND DISTRIBUTING ELECTRICITY TO YOUR SERVICE ADDRESS. FURTHERMORE, YOU AGREE THAT WE WILL NOT BE LIABLE WITH RESPECT TO ANY THIRD PARTY SERVICES; THAT OUR LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US ARE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. YOU WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES RESULT FROM NEGLIGENCE, WHETHER SOLE, JOINT, CONCURRENT, OR ACTIVE OR PASSIVE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THE CONTRACT.

17. **REPRESENTATIONS AND WARRANTIES.** THE ELECTRICITY SOLD UNDER THIS CONTRACT WILL BE SUPPLIED FROM A VARIETY OF GENERATING SOURCES. IF YOU ELECT TO PURCHASE A RENEWABLE ENERGY PRODUCT, WE WILL ENSURE THAT THE APPROPRIATE AMOUNT OF RENEWABLE

ENERGY CREDITS (“RECs”) IS RETIRED TO AUTHENTICATE THE RENEWABLE ENERGY CONTAINED IN THE PRODUCT. THE TDSP OR ERCOT SYSTEM WILL NOT DELIVER ELECTRICITY FROM A SPECIFIC GENERATING SOURCE TO YOUR SERVICE ADDRESS. IF YOU PURCHASE RENEWABLE ENERGY FROM US, YOU ARE PROVIDING FINANCIAL SUPPORT FOR RENEWABLE ENERGY GENERATION SOURCES AND NOT RECEIVING THE PRECISE ENERGY GENERATED FROM THAT SOURCE. WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THE CONTRACT, AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, CONFORMITY TO MODELS OR SAMPLES AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER YOU NOR COMPANY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. COMPANY WILL NOT BE LIABLE FOR BILLING OR COMMUNICATION ERRORS AFTER 90 DAYS IF YOU DO NOT CONTACT US REGARDING SUCH ERRORS WITHIN 90 DAYS AFTER THE STATEMENT SHOWING THE TRANSACTION HAS BEEN MAILED TO YOU.

18. **MISCELLANEOUS.**

a. *Use of Services.* You must notify Company if you generate renewable energy or use net metering at your home. If you use net metering, or if there is a Change in Usage, Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any. In addition, the Company has the right to refuse or terminate Services, and recover costs, if any, if your Service requirements are above the Usage Thresholds.

b. *Agency and Point of Sale.* You hereby designate Company as your agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by your TDSP) for the delivery of electricity.

c. *Title; Risk of Loss.* You and Company agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Company to you at the Sales Points. Company and you agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality and county, or other taxing authority where your service address is located. If a taxing authority determines that a gross receipts tax or other Tax is applicable to the sale of the electric Service under this Agreement, you agree to pay such Tax, as invoiced.

d. *Assignment.* You may not assign this Agreement, in whole or in part, or any of your rights or obligations under the contract without our prior written consent of the Company. Company may, without your consent, (i) as part of any financing or other financial arrangements, assign, sell or pledge this agreement or its accounts, revenues, or proceeds, or (ii) assign this agreement to an affiliate of Company or to any other person or entity succeeding to all or a portion of the assets of Company. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

e. *Change in Law or Changes in Third Party Charges.* This

Agreement is subject to any federal, state, local, or TDSP changes in law, which includes changes in legislation, regulatory actions, orders, rules, tariffs, regulations, policies, riders, fees, pricing structures, market structures, capacity charges, and changes in customer load profiles (each, a “Change in Law”). If there is a Change in Law that renders this Agreement unenforceable or illegal, then either you or Company may terminate the Agreement without the consent of, and upon thirty (30) days’ notice to the other party, without any obligation, payment or otherwise (other than payment for Services supplied to you). If there is a Change in Law which results in an increased cost to the Company, or the Company is prevented, prohibited or frustrated from carrying out its intent under this Agreement, Company may terminate this Agreement with notice to you, or adjust your rate based upon such Change in Law. This provision applies to all rate plans, whether fixed, index or variable.

**f. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, (I) VENUE FOR ANY LAWSUIT BROUGHT TO ENFORCE ANY TERM OR CONDITION OF THIS AGREEMENT SHALL LIE EXCLUSIVELY IN MONTGOMERY COUNTY, TEXAS, AND (II) THE AGREEMENT SHALL BE CONSTRUED UNDER AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO THE APPLICATION OF ITS CONFLICTS OF LAW PRINCIPLES; AND (III) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL, ARBITRATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE TEXAS UNIFORM COMMERCIAL CODE APPLIES TO THE TERMS OF SERVICE AND ELECTRICITY IS DEEMED A “GOOD”. The Uniform Commercial Code can be viewed at the following website: <http://www.statutes.legis.state.tx.us/?link=BC>.**

g. *Non-Waiver.* The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

h. *Severability.* If any provision of this Agreement is held unenforceable, then such provision will be automatically modified to reflect the parties’ intention. All remaining provisions of this Agreement shall remain in full force and effect.

i. *Non-Reliance.* You acknowledge that (i) you are not relying on any advice, statements, recommendations or representations of the Company, other than the written representations in this Agreement; (ii) that you understand the risks of entering into this Agreement, and you are capable and willing to assume those risks; and (iii) you have made your own decision to enter into this Agreement, after consultation with your own advisors to the extent you deem necessary.

j. *Complete Agreement.* This Agreement constitutes the final and complete agreement between you and the Company. It is the complete and exclusive expression of the terms and conditions agreed upon for the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

k. *Provisions that Survive.* Obligations regarding indemnity,

payment of Taxes, limitations of liability, and waivers will survive the termination of the contract indefinitely.

l. *Electronic Signatures and Notices.* You agree that your electronic signature, whether digital or encrypted, you provide to execute this Agreement is intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. Customer agrees that Company may send Customer notices via electronic means if Customer provides email address or other way of communicating electronically. You have a duty to provide a correct, working email address and update it accordingly; if you fail to do so, you could miss important notices.

m. *Customer Representation.* I am at least 18 years old and fully authorized to enter into this Agreement. I am the authorized account holder or have been given proper and binding authorization to change the Services and enter into this Agreement on behalf of the account holder.

n. *Changes to the Agreement.* Company can make changes to the Agreement at any time with appropriate notice except for changes to your Rate other than stated in Sections 4 and 18(e) or the length of your Term. Company will notify you in writing of any material change to the Agreement at least fourteen (14) days before any such change will be applied to your bill or take effect. If you do not cancel the Agreement before the effective date of the change, the change will become effective on the date stated in the notice. Notice is not required for a change that is beneficial to you.

o. *Smart Meter.* Some products may require an advanced metering system that records your usage more frequently (“Smart Meter”) and you will only be eligible for these prices if a Smart Meter and any other necessary equipment are installed at your location. Customers with a Smart Meter will receive a weekly email with the previous week’s usage determined by Smart Meter Texas. Your usage data will be managed by Company agents.

p. *Customer Information.* You authorize Company to obtain your Customer Information from the TDSP. This Agreement provides authorization for the Company to contact you about our other products and services or share information about your account with any designated partner or with any third-party vendor the Company uses to provide services and rewards to you. The Company reserves the right to share your Customer Information with Company Agents, to the extent permitted by law.

q. *Wi-Fi Thermostat.* To be eligible to receive a Wi-Fi thermostat offer (“Eligible Customer”), you must: (i) have an installed smart meter or other compatible device; (ii) not have baseboard heating; (iii) own the property where the thermostat is installed; and (iv) have the thermostat continuously hooked up to a Wi-Fi connection. In the event you are not an Eligible Customer: (i) Company is not obligated to provide you with a thermostat; (ii) if you do not return to Company any thermostat you receive, you may be charged for the full market value of the thermostat; and (iii) your Service may be switched to the corresponding non-thermostat rate plan for your same Term.

You understand that to get the most out of your Wi-Fi thermostat you should register your thermostat online and follow the procedures described in the accompanying instructions. You agree that Company may make real-time adjustments to your thermostat. Prior to any adjustment event, you will receive a notification on your thermostat providing you with the option to opt out of that specific

adjustment event. You agree that, unless you opt out, Company may make these adjustments during and after the Term of this Agreement. If you would like Company to permanently cease all adjustments, you may opt out of all future adjustment events by contacting Company via email, mail, or phone as provided above. You may also manually override any adjustments to your thermostat at any time, and at no time are you obligated to keep your thermostat at the adjusted level.

If you experience problems with your thermostat while you receiving Service under this Agreement, please contact Company as provided for in Section 14. Company may assist you with troubleshooting your thermostat, but will not be responsible for any work involving your thermostat that Company did not direct. If you request Company-approved technicians to install your thermostat, you are obligated to pay Company's invoice for such installation and failure to pay such invoice according to its terms shall constitute a Default under this Agreement.

r. *Third Party Providers; Energy Related Products.* The Company only provides electricity and natural gas to you. Occasionally, Company may work with third party providers that will offer you energy related products or rebates related to your electricity and natural gas purchases. If you select such offer or rebate from a third party, or elect to bundle or purchase a product that is not electricity or natural gas, or if a product that is installed in your home by a third party provider, such as a thermostat ("Energy Related Products"), you must contact the third party provider of such Energy Related Products for any products issues, rebates, warranties, or billing and service questions. Company will have no liability to you for Energy Related Products.

## 19. CONTACTING COMPANY.

### **PUBLIC UTILITY COMMISSION OF TEXAS CONTACT INFORMATION**

**E-mail:** [customer@puc.texas.gov](mailto:customer@puc.texas.gov)

**Website:** <http://www.puc.texas.gov>

**Phone:** (888) 782-8477 (toll free in Texas) or (512) 936-7120  
TTY 512-936-7136 and Relay Texas (toll-free)  
1-800-735-2989

**Fax:** (512) 936-7003

**Address:** PUCT, Customer Protection Division, P.O. Box 13326,  
Austin, TX 78711-3326

### **COMPANY CUSTOMER CARE INFORMATION**

**E-mail:** [CS@credoenergy.com](mailto:CS@credoenergy.com)

**Website:** <https://www.credoenergy.com/>

**Phone:** (844) 687-5503 (toll-free, 8AM-7PM Central Time,  
Monday through Friday)

**Fax:** (866) 286-8817

**Address:** 8401 New Trails Suite 160, The Woodlands ,TX 77381

### **DEFINITIONS**

"*Agents*" means parties that need to know Customer Information in connection with Services and Company's affiliates and subcontractors.

"*Change in Usage*" mean a change, or an anticipated or planned change, in the consumption of Services that is materially different than historical usage.

"*Credit Enhancements*" means cash escrow or deposit, establishing

an ACH debit relationship with Company, or providing other reasonable assurances to the Company to establish your credit worthiness.

"*Customer Information*" means account contact information, account number, meter number, billing history, payment history, historical and future electricity usage, meter readings and characteristics of your electricity and Service. It includes information obtained from the TDSP as well as any information that you provide directly to Company or its Agents.

"*Default*" means: (i) failure to maintain credit requirements or provide necessary credit information or Credit Enhancements, (ii) a Usage Threshold event, (iii) a Change in Usage event, or (iv) any material breach of the requirements of, or representations made under, this Agreement.

"*Delivery Points*" means one or more points at which Company, as your agent, has arranged for the delivery of electricity to a third party (such as your TDSP) for your account or at your premises.

"*Enrollment Documentation*" means any application or enrollment documents, whether in paper, electronic, internet, phone or otherwise, provided to Customer in order to commence Services, and the welcome letter and/or welcome package.

"*Fees*" means Taxes, fees, assessments, government charges and charges levied by the TDSP for distribution and other services and taxes, fees paid to brokers and other third-party entities that may have referred you to the Company for Services, minimum usage fees, base charges and other flat fees, fees and charges levied by Company or any other entity authorized to levy taxes, fees or charges for or related to the Services. This may include, but shall not be limited to, TDSP non-recurring fees such as service connection, disconnection or reconnection fees, meter test fees or special out-of-cycle meter read fees, gross receipts taxes, and sales or use taxes imposed on Company and/or you by federal, state, and/or local authorities that Company passes through to you.

"*Law*" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction, including ERCOT. PUCT rules and guidelines can be viewed at [www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx](http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx).

"*LITE-UP Qualified*" means a customer who receives food stamps, Medicaid, AFDC or SSI from the Texas Department of Human Services ("TDHS"), provided that the customer provides Company evidence of enrollment in such TDHS program.

"*Purchased Quantities*" means all the electricity supply that Company must purchase for your home, as applicable.

"*Rate*" means Fixed Rate, Index Rate, or Variable Rate, as applicable.

"*Sales Points*" means a point or points on the ERCOT administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Company to assure service reliability.

"*Service*" or "*Services*" means all the electricity that Company must purchase and deliver to your home, and all related TDSP services for such electricity, as you have selected to be provided to you by Company in your Agreement.

“*Taxes*” means all federal, state and local taxes, fees, governmental charges, and assessments presently or hereafter imposed on you as purchaser of electricity, on us as seller of electricity, or on electricity sales transactions, including gross receipts taxes, municipal administrative fees, and generation, utility, TDSP, regulatory, BTU or electricity taxes and assessments.

“*Usage Thresholds*” means if your usage of Service exceeds residential usage quantities.