

**PLEASE READ
THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING**

Your Rights as a Customer

Información sobre “Sus Derechos Como Consumidor” esta disponible en español. Para obtener esta informacion en español llame gratis a 800-427-HOME.

This document summarizes Your Rights as a Customer, and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUC). These rules apply to retail electric providers (REPs), including those affiliated with the utility (Affiliated REP) and the provider of last resort (POLR), unless otherwise noted. You may view the PUC’s rules at www.puc.state.tx.us/rules/subrules/electric.

How do I contact you? If you have questions or want to exercise your rights under this Terms of Service, please contact us using one of the following methods:

Mailing address: P.O. Box 720997, Dallas, Texas 75372
Toll-Free Customer Service Telephone Number: **(800) 427-HOME**
Customer Complaint Line: **(866) 254-5632**
Hours/Days of Operation 7:00 am - 7:00 pm, Central Time, Monday-Friday and Saturday 9 am-2 pm.
Fax Number: (877) 568-0524
Website: www.penstarpower.com

Who should I contact in the event of a power-outage?

FOR OUTAGES AND EMERGENCIES 24 HOURS, 7 DAYS A WEEK, call the appropriate number that corresponds to the TDU service area in which you live:

CenterPoint	800-332-7143 or 713-207-2222	HOUSTON AND SURROUNDING AREAS
TNMP	888-866-7456	WEST TEXAS & EL PASO
AEP	866-223-8508	
Sharyland	956-668-9551	
Oncor	888-313-4747	DALLAS AND SURROUNDING AREAS

Obtaining and Canceling Service

Unauthorized Change of Service Provider or “Slamming”: PENSTAR POWER must obtain your verifiable authorization before we switch your electric service. If you believe your service was switched without your authorization, please contact your REP of choice and request further assistance. The affected REPs, the appropriate TDSP, and the registration agent (ERCOT) will work in accordance with approved market processes to return you to your chosen REP.

Billing Issues

Unauthorized Charges or “Cramming”: Before any new charges are included on your electric bill, PENSTAR POWER must inform you of the product or service, all associated charges, and how these charges will be billed before they appear on your electric bill and obtain your consent for the product or service. If you believe your invoice includes unauthorized charges, you may contact PENSTAR POWER to dispute such charges and may file a complaint with the PUC. PENSTAR POWER will not seek to terminate or disconnect your electric service for non-payment of an unauthorized charge or file an unfavorable credit report against you for disputed unpaid charges that are alleged to be unauthorized, unless the dispute is ultimately resolved against you. If the charges are determined to be unauthorized, PENSTAR POWER will cease charging you for the unauthorized service or product remove the unauthorized charge from your invoice, and refund or credit all money you paid for any unauthorized charge within 45 days. If charges are not refunded or credited within three billing cycles, interest shall be paid to you at an annual rate established by the PUC on the amount of any unauthorized charge until it is refunded or credited. You may request all billing records under PENSTAR POWER’s control related to

any unauthorized charge within 15 days after the date the unauthorized charge is removed from your invoice. PENSTAR POWER will not re-bill you for any charges determined to be unauthorized.

Deferred Payment Plans and Other Payment Arrangements: If you cannot pay your invoice, call PENSTAR POWER and payment arrangements or a deferred payment plan may be made which will allow you to pay after the due date of the bill. If the arrangements are not made your service could be disconnected after proper notice is given. A deferred plan is an agreement between the REP and customer that allows a customer to pay an outstanding bill in installments that extend beyond the due date of the current bill. A payment plan is any agreement between the REP and a customer to pay the outstanding bill after its due date, but before the due date of the next bill. The terms of the deferred payment plans and payment arrangements are describe in PUC Substantive Rule 25.480 (i) and (j) www.puc.state.tx.us/rules/subrules/electric.

Financial and Energy Assistance: All REPs must advise customers about payment assistance programs when customers express an inability to pay or need assistance with the bill payment. REPs must also offer level or average payment arrangements. A customer who receives food stamps, Medicaid, AFDC or SSI from the Texas Department of Human Services (TDHS) or whose household income is not more than 125% of the federal poverty guidelines may qualify for energy assistance. Contact PENSTAR POWER for information. Discounted rates may be available through "LITE-UP", the PUCT's rate reduction program. Please contact a LITE-UP Texas Representative toll free at 1-866-454-8387 (866-4-LITEUP) or go to the Public Utility Commission of Texas website at <http://www.puc.state.tx.us/ocp/assist/lowincasst.cfm>.

Meter Testing: You may request 1 meter test every 4 years at no cost to you. If you request more than 1 test every 4 years, and the meter is functioning properly, then you may be charged for the additional meter test(s) at the rate approved for the Transmission and Distribution Utility (TDU) TDU. The TDU will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter. Penstar Power will also provide you information on how to read your meter if requested.

Disconnection of Service: If your payment for electric service is not received by the due date on your bill, this agreement may be disconnected.

You will be mailed a separate Disconnect Notice no earlier than the first day after the date your bill is due. The disconnect date will be 10 days from the date the notice is issued and may not fall on a holiday or weekend. If payment is received, or satisfactory payment arrangements are made prior to the date of disconnect on the Disconnection Notice, PENSTAR POWER will continue to serve you under the Terms and Conditions of service in effect prior to issuance of the Disconnect Notice.

PENSTAR POWER cannot disconnect this agreement for any of the following reasons:

- Failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household
- Failure to pay any charge unrelated to electric service
- Failure to pay a different type or class of electric service not included on the account's bill when service was initiated
- Failure to pay under-billed charges that occurred for more than six months (except theft of service)
- Failure to pay any disputed charges until PENSTAR POWER or the PUC determines the accuracy of the charges and you have been notified of this determination
- Failure to pay charges arising from an under-billing due to faulty metering (unless the meter was tampered with)
- failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event the TDU is unable to read the meter due to circumstances beyond its control

Additionally, PENSTAR POWER may not seek disconnection of your service for non-payment during an extreme weather emergency and must offer you a deferred payment plan for bills due during the emergency, or if you have qualified for the "ill & disabled" protection.

Availability of Provider of Last Resort (POLR): If your electric service is disconnected, you may obtain services from another REP or the POLR. The POLR offers a basic, standard retail service package at a fixed, non-discountable rate. Information about the POLR and other REPs can be obtained from the PUC or the POLR. This information can be found by going to the PUC site at <http://www.powertochoose.org>.

Disconnection of Electric Service:

Disconnection of Service: The PUC has provided that, under certain dangerous circumstances (such as unsafe electric line situations), any REP may authorize your TDU to disconnect your electric service without prior notice to you. Service may also be disconnected without notice where service is connected without authority by a person who has not made application for service; where service is reconnected without authority after disconnection for nonpayment; where there has been tampering with the equipment of the TDU or where there is evidence of theft of service.

Additionally, PENSTAR POWER may seek to have your electric service disconnected for any of the reasons listed below:

- Failure to pay a bill owed to PENSTAR POWER or to make a deferred payment plan or a payment arrangement by the date of disconnection stated on the disconnection notice.
- Failure to comply with the terms of a deferred payment agreement made with PENSTAR POWER;
- Violation of Penstar Power's terms and conditions on using service in a manner that interferes with the service of others or the operations of non-standard equipment, if a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation;
- Failure to pay a deposit required by PENSTAR POWER or
- Failure of the guarantor to pay the amount guaranteed when PENSTAR POWER has a written agreement, signed by the guarantor, which allows for disconnection of the guarantor's service.

Prior to disconnecting your service, PENSTAR POWER must provide you a Disconnection Notice. We will notify you in writing at least 10 calendar days before we disconnect your service. You will be able to call PENSTAR POWER if you choose to continue service and pay the amount due on the notice or enter into a payment arrangement or deferred payment plan. If you pay the required minimum payments your service will not be disconnected. The disconnection date must be 10 days from the date the notice is issued and may not fall on a holiday or weekend or the day preceding unless their personnel are available to take payments and service can be reconnected.

PENSTAR POWER may not seek to have your electric service disconnected for any of the reasons listed under the Disconnection of Service portion of this document.

Additionally, PENSTAR POWER may not request disconnection of your electric service:

- If it receives proper notification prior to the disconnection date that an energy assistance provider will be forwarding sufficient payment on your account;
- During an extreme weather event as specified in 25.483 (i) www.puc.state.tx.us/rules/subrules/electric; or
- If an interruption or suspension of your electric service will create a dangerous or life-threatening condition for you or someone else residing at your premise. Persons seeking the "ill and disable" protection will be required to furnish documentation from a qualified medical professional attesting to their need for electricity. Customers must also successfully enter into a deferred payment plan.

Additionally, some customers may qualify as a **critical care** residential customer. The TDSP determines whether you are eligible for this designation. As a critical care customer, you will receive advance notice from the TDSP of any planned outages (such as tree trimming) in your area and you will receive prioritized restoration after unplanned outages (such as weather events). Upon request, we will provide to you the PUCT's standardized Critical Care Eligibility Determination Form, which you must complete and return to us as more fully described in the form. The critical care designation is valid for one year, and we will send you a renewal application prior to expiration of your designation. Qualification as a critical care customer does not relieve you of your obligation to pay for services rendered and will not protect you from disconnection for non-payment. .

Restoration of Service: If your service has been disconnected by PENSTAR POWER for non-payment, PENSTAR POWER will, upon receipt of payment for all past and presently due balances initiate a request to reconnect your service. PENSTAR POWER will continue to serve you under the Terms of Service in effect prior to issuance of the Disconnection Notice. If your service was disconnected due to a dangerous situation, your service will be reconnected once you notify PENSTAR POWER that you have corrected and satisfactorily resolved the dangerous situation. You will be required to show proof from the appropriate local or state agencies that the correct permits have been approved and properly posted for the provision of or restoration of electrical service. Your failure to provide all necessary legal and code requirements may subject you to disconnection fees.

Disputes with Your Provider

Complaint Resolution: Contact PENSTAR POWER if you have comments, questions or complaints. Upon receipt of a complaint, PENSTAR POWER must investigate and notify you of the results within 21 days. If you are dissatisfied with the results of the investigation, you may request a supervisory review. PENSTAR POWER must advise you of the results of the supervisory review within 10 business days of your request. If you are dissatisfied with the results of the investigation or supervisory review, you may file a complaint with the PUC and the Office of the Attorney General, Consumer Protection Division. For a complaint involving a disputed bill, PENSTAR POWER may not initiate collection activities or disconnection activities or report the delinquency to a credit reporting agency with respect to the disputed portion of the bill. If for any reason you are unsatisfied with our response, you may contact the PUCT. Public Utility Commission of Texas, Customer Protection Division, PO Box 13326, Austin, Texas 78711-3326 512-936-7120 or 888-782-8477. However, after appropriate notice, PENSTAR POWER may send a disconnect notice for non-payment of any undisputed portion of the bill.

Other Protections

Do Not Call List: Consumers may register their name, address, and telephone number to the statewide "Do Not Call List," which will help limit telemarketing calls to your home or business. You may register for the "Do Not Call List" in three ways: online at www.texasnocall.com, call toll-free 1-866-TXNOCAL (1-866-896-6225), or write Texas No Call, P.O. Box 313, E. Walpole, MA 02032.

Language Availability: You may request to receive all key information from PENSTAR POWER in Spanish, or any language in which you were solicited. This includes the Terms of Service Agreement, Your Rights as a Customer, bills and bill notices, termination and disconnection notices, information on new electric services, discount programs, promotions, and access to customer assistance.

Privacy Rights: PENSTAR POWER may not disclose or sell any confidential customer information, including: your name, address, account number, type or classification of service, historical electricity usage, expected patterns of use, types of facilities used in providing service, individual contract terms and conditions, price, current charges or billing records. This prohibition does not apply to the release of your information under certain circumstances as required by law, including release to the PUC, an agent of PENSTAR POWER credit reporting agencies, law enforcement agencies or TDU. Your information will be shared with other retail REPs or aggregators only with your consent.

Special Services: PENSTAR POWER may offer special services for hearing-impaired customers, customers with disabilities or if you have a critical need for electric service to maintain life support systems. If you have a disability or require special assistance regarding your electric account, contact PENSTAR POWER about these special services.