



Summer Energy dba Pronto Power | PUCT License # 10205

Effective Date: 05/01/2018

These Terms of Service (“TOS”), along with Your Rights as a Customer (“YRAC”), Electricity Facts Label (“EFL”), collectively the Agreement (“Agreement”) set forth the terms and conditions under which a residential customer (“Customer,” “you” or “your”) will receive electric service from Summer Energy dba Pronto Power, (“PRONTO POWER”, “we” and “us”) a certified Retail Electric Provider (REP) in the state of Texas, PUCT Certificate No. 10205. By entering into this Agreement, Customer hereby 1) Customer hereby requests that all electric service associated with Customer’s name and/or address(es) or electric service identifiers (“ESIDs”) be transferred to PRONTO POWER under the terms and conditions of this Agreement. PRONTO POWER and Customer may be referred to herein individually as a “Party” or together as “Parties.” The TOS, EFL and YRAC together constitute your “Contract Documents.” Please retain the Contract Documents for your records. A copy of the Contract Documents will be available to Customer upon written request.

Contact Information:

Customer Service: Toll Free 1-888-234-1373

Hours of Operation: M-F 8:00 AM to 7:00 PM CST;
Sat. 8:00 AM to 5:00 PM CST

Website: www.powermepronto.com

Email: service@powermepronto.com

Fax Number: 1-713-481-8482

CUSTOMER INFORMATION: You authorize that we may obtain any information that we think we will need or find helpful to provide the best possible electric service, which may include address, telephone number, account number(s), historical usage data, payment and credit bureau reports and other information, whether from you, a third party, your Transmission and Distribution Utility (“TDU”), or current retail electric provider.

24 Hour Outage Reporting: In the event of a widespread power outage in your area, please call your local utility company to report the power outage. It is helpful to have your ESI ID available at the time of the call. Contact your utility at:

CenterPoint Energy (Houston Area): 800-332-7143

Oncor Electric Delivery (DFW Area): 888-313-4747

AEP (WTU & CPL Area): 866-223-8508

Texas New Mexico Power Area: 888-866-7456

Warning for service calls: If you report a power outage in your area that results in a service call by the local utility company, you may be charged “if” the outage is determined to be caused by your error (disconnection for nonpayment, breakers needing to be reset, etc.) and not the utility company’s equipment. Pronto Power will pass these charges at cost without any mark up and must be paid upon receipt from the utility company.

Term and Renewal: Pronto Power will make arrangements to become your Retail Electric Provider (“REP”) after we receive your initial payment after enrollment. Your electric service with Pronto Power is month-to-month and will automatically renew unless cancelled by you or by Pronto Power. This Terms of Service (“TOS”), serves as contract expiration notice for your initial term.

Customer’s Ability to Rescind Acceptance: In the event of a switch, you have the right to cancel your selection of Pronto Power as your REP without penalty or fee of any kind within (3) federal business days after you receive your Terms of Service. You may rescind by calling customer service at 1-888-234-1373. If you have not rescinded your service with Pronto Power by the end of the (3) federal business day, Pronto Power will become your new Retail Electric Provider (REP) and may only be cancelled under the terms in this TOS.

Disconnection/Reconnection for non-payment:

Customers are required to maintain a balance greater than \$0.01 at the time of billing (7:00AM) to prevent an interruption of service, also known as Disconnection for Non-Payment (“DNP”), except as otherwise authorized in this TOS. Pronto Power may request that your utility company interrupt your electric service. Pronto Power does not charge a disconnect or reconnect fee, although the utility may charge a fee, this fee “if” charged by the utility company will be passed through at cost to the customer without a markup and must be paid upon receipt from the utility company.

When your electricity is turned off for nonpayment, customers will need to pay the total negative plus an additional \$20. Customers will need to bring the account balance to a positive \$20, this will trigger an auto-reconnection. Customers’ will continue to be billed the daily customer fee and taxes while the account is in “disconnection status” as Pronto Power is still

the REP of record. Pronto Power may issue a move out order and cease to be the REP of record if account is in "disconnected status" for more than 7 straight days without notification from the customer, for abandonment of service. Pronto Power will not interrupt your electricity service when the Public Utility Commission of Texas ("PUCT") rules prohibit such action (e.g., nights, weekends, Federal holidays or during extreme weather emergencies), even if your account balance falls below \$0.01. In such instances, interruption of electric service will be delayed until the start of the next business day. Pronto Power recommends customers to bring their account balance above \$0.01 to avoid a disconnect of service once the disconnection hold is lifted by PUCT.

Daily Notifications: Pronto Power will send you daily notifications through email, text, or both. At the time of enrollment, customers will choose which method they wish to use for their daily notifications. Customers will need to "Op In" their preferred method with a code that will be sent to the customer. This helps to ensure the customer is capable of receiving important account information to prevent a disconnect for nonpayment.

In the case of changes to the customers preferred method to receive daily notifications, it is the responsibility of the customers to notify Pronto Power prior to a disconnect order.

Standard text messaging charges may apply from your phone carrier, if this is the option you choose to receive your daily notifications.

Billing and Payment: Pronto Power will not send a paper bill, instead Pronto Power will communicate payment confirmations through email or text (or both). Cash payments can be made at an authorize payment location like MoneyGram and Western Union. Payment locations can be found on our website go to www.powermepronto.com look at our payment tab.

Debit/credit card payments are accepted online free of charge at www.powermepronto.com. A customer is responsible for debit/credit card payments made online by friend or family member, in the case of merchant charge back for unauthorize use of a debit/credit card payment made. Pronto Power will persecute as thief of goods, will contact the local police department to report and press charges.

Pronto Power does provide 'Statement of Usage and Payments' (SUP) upon customer request free of charge when email is provided, if the customer request a copy through postal mail, there will be \$5.00 charge.

Alert Notice prior to account balance reaches \$0.01: You will be sent a "Alert Notice" through email or text (both) between one (1) to five (5) days prior to your prepaid account balance is estimated to reach \$0.01.

Electricity Pricing: The Electricity Fact Label ("EFL") can be found on our website www.powermepronto.com under important documents. Pronto Power Bundled Energy Rate ("BER") per kWh will be detailed in the "EFL". The Daily Customer Fee ("DCF") will be detailed in the "EFL". Your bundled energy rate and daily customer fee will be used to calculate your daily invoice amount based on the "Smart Meter" readings provided by the utility during the preceding day(s). The "BER" is a variable price and may change up to twice per month, at Pronto Power's discretion. Pronto Power will limit any increase to the "BER" to no more than 30% from the price charged in the prior period. A change in Bundled Energy Rate does not constitute a material change of the delivery of electric service provided by Pronto Power.

Consistent with Public Utility Commission of Texas ("PUCT") rules, included in the daily invoice, Pronto Power collects Miscellaneous Gross Receipts Tax and Public Utility Commission Assessment taxes on all applicable charges as well as applicable local and state sales tax.

Other Fees and Charges:

Pronto Power does not charge any connection fees for new service, however, your local utility company may charge a fee, Pronto Power will pass this fee at cost, without any mark up. Fees will be due upon receipt by the utility company, will be deducted from the customer's account balance.

Excessive Disconnect/Reconnect \$10 penalty will be applied at Pronto Power's discretion "if" a customer has two (2) or more disconnections in a calendar month.

Late Penalty Fee of 5% will be accessed on all daily invoices that fall below \$0.00 and are considered past due at the time of the next billing cycle and will continue to be billed until the account acquires a positive balance.

Balance Below \$0.00: If your account balance falls below \$0.00 and you continue to receive power, your account will be billed 1¢ higher until your account balance is about \$0.00. When your prepaid account balance is below \$15, Pronto Power may request that the utility company to interrupt your electricity service. If services are disconnected for nonpayment, all unpaid invoices (including any outstanding defer payment plans) must be paid in full and your account reconnect balance must have a positive \$20 before your electricity service will resume.

Insufficient Funds: We charge a \$30 fee on all returned checks, electronic payments or rejected credit card payments that were not processed because of: (1) insufficient funds; (2) a lack of available credit; or (3) any other reason(s) for returns. Any check or electronic transfer returned by a bank for insufficient or unavailable funds will be treated as if we received no

payment at all. We are not responsible for notifying you of bounced checks or returned electronic payments. If no valid payment is received and your balance is at or below \$0.01, Pronto Power may request that your utility company interrupt your electric service.

Deferred Payment Plan (“DPP”): If your account reaches a negative balance of \$50 or more during an extreme weather event; and/or if a state of disaster has been declared in your area by the Governor of Texas; the Public Utility Commission of Texas requires that a deferred payment plans be offered; and/or if Pronto Power has underbilled your account by \$50 or more for reasons other than theft of service.

You must contact our customer service department to request enrollment in our DPP program. If you agree to a DPP for any reason, Pronto Power will defer the negative balance into an interest free loan that will be repaid weekly and place a switch-hold on your account. While a switch-hold is on your account, you will not be unable to switch or buy power from another Retail Electric Provider (“REP”) until you have paid the defer payment plan in full. Once you have made full payment of the DPP amount, the switch-hold will be removed.

Failure to adhere to the terms of the agreement of the defer payment plan and/or being notified by the customer their intentions of moving/being evicted from the location, can result into the entire defer payment plan being revoke with payment due immediately. If this results in your account balance dropping below \$0.01, Pronto Power may request that your utility company disconnect your electric service, without notice.

Outstanding Debts: We may collect any outstanding debts from final, pending final, disconnect for nonpayment on accounts found to be in relation with a customer’s current account. Account association must match 2 identifying personal customer information i.e. (first/last name, phone number, email address, location, DOB, account notes) that can be tied to a customer.

We may use debt collection agencies to collect any outstanding balances on your account. We, or anyone acting on our behalf, reserve the right to assess and collect from you, as a current or former customer, or other responsible persons any and all costs, fees or charges related to the collection of delinquent balances, including but not limited to commissions, costs, fees and attorney’s fees incurred when recovering outstanding balances through the use of any collection agency or an attorney.

Termination of Account by Customer: Under state regulations, you may terminate this agreement with Pronto Power without penalty if you move to another location or if Pronto Power implements a material change as described in this TOS. If you would like to terminate your electric service with Pronto Power to switch to another REP, you must initiate electric service with another REP. Moving out of your residence is considered a termination of your electric service with Pronto Power. Allowing your electricity service to remain interrupted for a period of more than ten (10) calendar days is considered a termination of your electricity service. Pronto Power can request from the utility company to issue a move out of service.

Suspension of Account by Customer: If you are interested in allowing your electricity service to remain suspended for up to thirty (30) days, you must contact Customer Service and request that your account be allowed to remain suspended for up to thirty (30) days. During the suspension period, all fees, the Daily Customer Fee, and usage for all electricity at relevant bundled energy rate, and other charges will continue to apply and accumulate on your account. If your power is interrupted due to a \$0.00 balance during your suspension period, you are required to pay such deficit before Pronto Power will reinstate your service. If a deficit balance on your account is greater than \$25.00 during the suspension period, then you agree that Pronto Power can terminate your electric service immediately and you will be responsible for full payment of such deficit balance and re-enrolling with Pronto Power prior to your service being turned on by Pronto Power.

Termination of Account by Pronto Power: Pronto Power may terminate electricity service at any time by providing fourteen (14) days written notice to you. If Pronto Power terminates electricity service for any reason, you should immediately begin making alternate arrangements for electricity service with another REP. If electricity service is terminated, all amounts owed by you to Pronto Power shall become immediately due and payable. Your obligations to Pronto Power will continue until you have paid all amounts due.

Change in Terms and Conditions: Pronto Power will provide written notice at least fourteen (14) days in advance of any material change in the delivery of electric service unless the change benefits you. If you object to the change(s) in the Terms of Service before they become effective, you may terminate the delivery of electric service by Pronto Power by initiating service in your name with another REP. Pricing may change as provided in the TOS and does not constitute a material change of electricity service by Pronto Power.

Close Out Balance (“COB”): If you terminate electricity service with Pronto Power (either by moving out or by switching your service to another REP) you are entitled to a refund of the remaining balance, minus all charges up until the final meter read comes in from the utility company. Pronto Power refers to this amount as the Close Out Balance (“COB”). If you are moving out, you are responsible for contacting customer service and requesting a move out order to close your account.

If you are switching to another REP, your COB will be automatically determined by the utility company. You will still be responsible for all costs related to your electricity service up to your final meter read.

If your COB is greater than \$0.00, you must contact Pronto Power within thirty (30) days of terminating your service to request a refund. There will be no fee to issue a refund to the credit card on file, a fee of \$5 will be charged to the COB to issue a refund check. You must provide Pronto Power with a valid mailing address. Any and all COB left after 31 days will be donated to Pronto Power's bill assistant program to help indigent customers.

Deposits and Credit Checks: Pronto Power will not require a credit check or deposit for prepaid services. Customers will have to make a payment to start services, the prepayment will directly go to a customers account balance to be used immediately for services.

Interest on Prepayment Amounts: Pronto Power will not pay interest on any account balances. Pronto Power reserves the right to limit the dollar amount of prepayments to a reasonable level.

Assistance Agencies and Bill Payment Assistance: Should you need assistance paying for your electric service, contact 1-877-399-8939 or go to <http://www.tdhca.state.tx.us/ea/index.html> for a list of assistance agencies. At your request or the request of an assistance agency, Pronto Power will provide you with your recent usage and payment history. Pronto Power will work with assistance agencies, as necessary and if you qualify, to assist you in maintaining your electric service.

Underbilling: Pronto Power reserves the right to correct any prior daily bills due to missing or erroneous customer charges that may arise as a result of (1) meter errors; (2) miscalculations of taxes; (3) errors in collections at the authorized payment center; or (4) other errors and omissions. If underbilled amount is under \$15.00, we will immediately apply this amount your account to pay the underbilled amount. If the underbilling is greater than \$15.00 but less than \$50.00, this underbilled amount will be reflected on your account as a deficit balance due and will be payable over time as part of future payments. You must repay your deficit balances over time as part of future payments, with 25% of all future payments being used to pay the outstanding deficit balance until the deficit balance is fully paid. If the underbilling is greater than \$50.00, you may establish a DPP as described in this TOS. If the underbilling is not paid according to the following and your balance is at or below \$0.00, Pronto Power may request that your utility company disconnect for nonpayment.

Disconnection of Service: Without Notice: Pronto Power may, at any time, authorize disconnection of a customer's electric service without prior notice where any of the following conditions exist:

- A known dangerous condition exists (the disconnection may continue until the condition no longer exists).
- There has been an attempt to bypass the meter to gain electricity without payment, or tamper with other utility equipment.
- There is evidence of actual or attempted theft of service (unauthorize credit card fraud)
- Evidence of commercial meter enrolled in residential services.

Critical Care and Chronic Condition Residential Customer: Pronto Power will not be able to provide (or continue to provide) prepaid electric service to you if you indicate that you are a critical care or chronic care patient. If an interruption of electricity service will cause a person residing in your residence to become seriously ill or cause harm including the loss of life. If you or anyone in your home becomes a critical care or chronic care patient after enrolling with Pronto Power, Pronto Power will help you transfer your service to a REP of your choice or transfer you to another Pronto Power product that fits your needs; all eligibility requirements apply. Upon request, Pronto Power will provide you with the Public Utility Commission of Texas ("PUCT") standardized Critical Care Eligibility Determination Form.

Non-Discrimination and Refusal of Service Policy: Pronto Power will not deny service based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services. Pronto Power will not use a credit score, credit history, or utility payment data as the basis for determining the price for electric service.

Pronto Power has the right to refuse services to customers who refuse to give accurate account details, who become violent, verbally abusive, and hostile with the agents of Pronto Power, found to have an association with closed account with an outstanding debt.

Dispute or Complaints: Please contact us if you have any questions, comments, or need assistance. Our customer service representatives are trained to research and resolve any inquiry you may have. You may also contact the Public Utility Commission of Texas if you are not satisfied with the response provided at the contact information provided below:

Public Utility Commission of Texas

Customer Protection Division

P.O. Box 13326

Austin, Texas 78711-3326

Tel: 512-936-7120; Toll-free telephone: 1-888-782-8477

Fax: 512-936-7003; TTY: 800-735-2988

E-mail: customer@puc.state.tx.us; Website: www.puc.state.tx.us

Force Majeure: We will make commercially reasonable efforts to provide your electric service but do not guarantee a continuous supply of electricity. Certain causes and events are out of our reasonable control and may result in interruptions in service. We do not transmit or distribute electricity. We are not liable for damages caused by acts of God, changes in laws, rules, or regulations or other acts of any governmental authority (including the PUCT or ERCOT or TRE), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the utility company or any other cause beyond our reasonable control.

LIMITATIONS OF LIABILITIES: LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER OF US WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. WE ARE NOT LIABLE FOR INTERRUPTIONS TO OR SHORTAGES OF ELECTRICITY SUPPLY NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING THEREFROM. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

REPRESENTATIONS AND WARRANTIES: THE ELECTRICITY PROVIDED UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARD OF THE APPLICABLE UTILITY COMPANY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND WE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Miscellaneous: This Agreement is subject to applicable laws and supersedes any previous promises, understandings and agreements. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, we agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If a provision cannot be modified in a manner that would make it valid, legal and enforceable, the provision shall be severed from the Agreement, and all other provisions shall remain in full force and effect. Any failure on our part to enforce any of the terms of this Agreement or to exercise any right under these terms and conditions shall not be considered a waiver of our right to enforce each and every such term or exercise such right or any other right under these terms and conditions. You may not assign this Agreement without our prior written consent. We may: (a) transfer or sell this Agreement or your account in connection with any financing; (b) transfer this Agreement to any of our affiliates; (c) transfer or assign this Agreement to anyone succeeding to all or substantially all of our assets or of our business segment; and (d) transfer this Agreement to another PUCT-certified REP. After assignment, we will have no further obligations under this Agreement.