3900 N 10th St, Suite 910
McAllen, Texas 78501
(888)551-0373
www.HeritagePower.com
Support@HeritagePower.com

RESIDENTIAL TERMS OF SERVICE

Welcome to Heritage Power, LLC.! This Terms of Service Agreement ("TOS") explains the details of your electric service from Heritage Power, LLC. (PUCT Certificate No. 10251) ("Heritage Power"). This TOS together with your Authorization Form ("AF") or Renewal Form, the Electricity Facts Label ("EFL") and the Your Rights as a Customer ("YRAC") document form your Contract for electric service with Heritage Power. "You" and "Your" as used in the Contract means you, our customer. By accepting electric service from Heritage Power, you have agreed to be bound by the terms of your Contract.

Right to Rescission. If you have switched to Heritage Power, from another retail electric provider ("REP"), you may exercise your right of rescission to cancel your Contract, without penalty or fee, by contacting us at the information provided below within three (3) federal business days of receiving this TOS. The right of rescission does not apply to a move-in.

Customer Information. You give us the right to use any information that we may need or find helpful to provide the best possible electric service, which may include but not limited to: address, telephone number, account numbers, historical usage data, payment and credit history, and other information, whether from you, your transmission and distribution utility ("TDU") or current REP.

Our Contact Information: Heritage Power, Customer Care Representatives are available to help you on Monday through Friday 8 a.m. - 6 p.m. Call us toll-free at (888) 551-0373. You may also write to us via e-mail at Support@HeritagePower.com or by mail at Heritage Power, LLC., 3900 N 10th St, Suite 910, McAllen, Texas 78501.

FOR OUTAGES AND EMERGENCIES 24 HOURS, 7 DAYS A WEEK

ONCOR Service Area:**1-888-313-4747**

CENTERPOINT Service Area:**1-800-332-7143**

AEP TEXAS Service Area:**1-866-223-8508**

TNMP Service Area:**1-888-866-7456**

SHARYLAND LP Service Area:**1-800-545-4513**

SHARYLAND - MCALLEN Service Area:**1-956-668-9551**

Product Types. Heritage Power, provides electricity under two different product types: fixed rate, and month to month price. Your EFL specifies the product type and the term that applies to your contract. Only the specific section for your product type will apply to your contract.

A. Fixed Rate Products (*Term*). Fixed rate products have a term of at least three months. The price of a fixed rate product may only change during a contract term to reflect actual changes in TDU charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to loads, or changes resulting from federal, state or local laws that impose new or modified fees or costs on us that are beyond our control. Price changes resulting from these limited circumstances do not require us to provide you with advance notice.

B. Month to Month Price Products. Month to Month price products are updated monthly. The price of a month to month product can change, without notice to you, after your first billing cycle at the sole discretion of Heritage Power, LLC.

Pricing & Fees. You agree to pay the per kilowatt hour ("kWh") price indicated in the EFL and all amounts shown on your bill. You agree to pay nonrecurring fees charged by the TDU that are necessary to implement and/or maintain electric service for you (e.g., service connection, disconnection or reconnection fees, meter test fees or special out-of-cycle meter read fees), Heritage Power fees noted in this TOS, fees charged by any governmental entity and taxes. Non-recurring fees will appear as line items on your bill.

Heritage Power, will charge a one-time late payment penalty of 5% for each delinquent month's charges that remain unpaid after the bill due date. Additionally, Heritage Power, will charge the following fees when applicable: (i) Insufficient Funds - $35 fee for any returned check, electronic fund transfer or credit card transaction not processed due to insufficient funds or credit availability; (ii) Disconnection - a $35 disconnection fee for issuance of an electric service disconnection notice (this fee will be assessed regardless of whether your electric service is actually disconnected). Such fee is in addition to any disconnect fee that may be assessed by your TDU; (iii) Reconnection - a $35 reconnection fee in the event that Heritage Power, processes a reconnection transaction on your account. Such fee is in addition to any reconnect fee that may be assessed by your TDU; (iv) Disconnection Notice Fee – a $15 Disconnection Notice fee may be assessed if such notice is issued; (v) Agent Assisted Payment - A payment verbally taken by a live agent, will be assessed an administrative fee of $5.00. This fee can be avoided by making payments online, using our mobile application, sending payment by mail, using our automated system, or paying at a pay station; (VI) Invoice Re-mail Request - A processing fee of $3.00 will be assessed for a customer requesting an invoice be re-mailed; (VII) Early Termination - Heritage Power, may charge an Early Termination Fee should you terminate your Contract before the expiration of your term; please refer to your EFL for more information for Residential Contracts.(VIII) All credit card payments are subject to a 3% processing fee.

Contract Term & Notice of Expiration. Your Contract term begins when the TDU assigns Heritage Power as your REP of record following completion of your enrollment with Heritage Power. Unless terminated as outlined in this TOS, your service will continue for the Contract term specified in your EFL.

For fixed-rate contracts, Heritage Power LLC will provide the customer with at least three (3) written contract expiration notices during the last third of the fixedrate contract period, at intervals that allow for, as practicable, even distribution of the notices throughout the last third of the fixed-rate contract period. For fixedrate contracts, the final notice will be provided at least thirty (30) days prior to the contract expiration date for contract terms longer than four (4) months, and at least fifteen (15) days prior to the contract expiration date for contract terms of four (4) months or fewer.

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You have the right to terminate your contract without penalty if you terminate your contract within fourteen (14) days of its expiration date. If you do not take action to ensure that you continue to receive service upon the expiration of your contract, you will continue to be served automatically under a default renewal product on a month-to-month basis after the end of your initial contract term, until you switch to another provider, select another Heritage Power LLC electric service plan, or we terminate or disconnect your electric service.

Your Right To Cancel. In addition to your right to rescission, you may also cancel your Contract without penalty or fee by giving notice of a move to a different premise and providing reasonable proof of such move. In the absence of such proof, Heritage Power may charge the Early Termination Fee as stated in your EFL. Please include the following information in your request to cancel: name, address, phone number, account number or ESID number. In the event of cancellation, all amounts owed by you to Heritage Power shall become immediately due and payable.

Our Right to Cancel. Heritage Power may cancel your Contract if you do not pay your bills in full and on time. We may also cancel this Contract if your service remains disconnected for a period of more than fourteen (14) days, if we are no longer a REP in your area, in response to changing market conditions, or for any other lawful reason, including but not limited to fraud or misrepresentation in the information provided to Heritage Power. Heritage Power will provide you with written notice at least fourteen (14) days prior to cancellation.

Credit Eligibility, Deposits & Nonrefundable Fees. By applying for service, you agree that Heritage Power may check your personal credit. If you fail to demonstrate satisfactory credit, we may ask you to pay a security deposit prior to receiving service. **If an enrollment order change occurs, from the original order submitted on your behalf for service, you will be required to provide the last three invoices from your previous provider with no late payments for the enrollment order to be modified.** Additionally, you may be required to pay a deposit once service has begun if you have paid late twice or have been disconnected during the previous twelve (12) months. The total amount of all deposits required shall not exceed an amount equivalent to the greater of one-fifth of the estimated annual billing for electric service or the sum of the estimated billings for electric service for the next two (2) months. The deposit shall earn and be paid interest as per PUCT guidelines at the stated PUCT rate. Upon twelve (12) consecutive on-time payments or termination of your Contract, the deposit, less any money owed, will be returned to you. In lieu of a deposit, we will also accept a written letter of guarantee signed by an active Heritage Power customer with a good payment history who agrees to be responsible for your deposit. A Nonrefundable Fee may also be paid in lieu of a deposit, letter of credit or personal guarantee.
You will not be required to pay an initial deposit, if (i) you are at least 65 years of age and you do not have a current delinquent balance with your current REP and providing the last two current REP invoices; or (ii) you have been a victim of family violence and send us a certification letter developed by the Texas Council on Family Violence as evidence.

Billing and Payment. Heritage Power will provide a monthly bill that will include Current Charges and the Total Amount Due that will be due and payable 16 calendar days from the date shown on the bill. If you do not pay your bill by the due date, we may charge you a Late Fee of 5% on the amount for the previous month's past-due electric service. *The Late Fee will not apply to customers who are "LITE-UP qualified."* You agree that we may issue a bill less frequently if we do not receive meter readings or usage information from the TDU or ERCOT in time to prepare and send a monthly bill or if you agree to accept paperless or other alternate billing arrangements. We may bill you on good faith estimates of charges for the month. If estimated charges are included on your bill, they shall be identified as such and shall be reconciled against actual charges once we receive your actual charges. We reserve the right to adjust your bill to correct (1) previous estimated bills; (2) billing errors; (3) meter read errors; (4) miscalculations of taxes; and (5) any other errors or omissions, to the extent permitted by PUCT rules or applicable law. Additionally, we may transfer any outstanding balance from your previous accounts with us to your current account; we will identify the delinquent balance and specific account or address on the bill. If you have had two or more checks returned for insufficient funds within the last 12 months, we may require all future payments to be by cash, cashier's check, or money order.
If you agree to purchase other products or services from us or you purchase products or services that are offered by us but provided from third parties (Third Party Services), you acknowledge that the bill we provide you may include the charges for those products and services. We will apply all payments you make on your bill first to the amounts you owe us for electric service.
If you fail to pay the amounts due in a timely manner and we refer your outstanding balance to an attorney or collection agent for collection, or file a lawsuit, or collect your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney fees) that we incur in the collection process.

Assistance Paying Your Bills. Please call us if you anticipate having difficulty paying your bill by the due date. In certain circumstances based upon your qualifications and eligibility, you may be eligible for special payment arrangements, including the following:
Payment Arrangement. A payment arrangement allows you to pay your bill after the bill date but before the next bill is due.

Deferred Payment Plan. A Deferred Payment Plan ("DPP") is an agreement between you and Heritage Power that allows you to pay an outstanding balance over an extended period of time. If you choose to enter a DPP, you must make an initial payment of no greater than 50% of the outstanding balance, and pay the remainder of the outstanding balance in five (5) equal monthly installments. If you do not adhere to the terms of your DPP or if you fail to pay your future bills by the stated due date, Heritage Power may disconnect your electric service. Heritage Power will confirm your DPP in writing. Please note that if you enter into a DPP, Heritage Power may apply a financial switch-hold until the DPP is paid in full. A switch-hold means that you will not be able to buy electric service from another REP while the switch-hold is in place.

Budget Billing. Heritage Power offers a Budget Billing Plan to give you the convenience of having a predictable monthly bill amount. To qualify for the Budget Billing Plan, you must show twelve (12) months of actual or estimated history at your current residence and (i) you must not be currently delinquent, or (ii) you must be the recipient of a rate reduction (i.e., a LITE-UP discount) discount. Periodically, but not less than once each year, we will review your account and calculate a new budget bill amount accordingly; any overpayment will be credited to your account or refunded to you, and any underpayment will be collected from you in equal installments over the next reconciliation period. You may opt-out of the Budget Billing Plan at any time by paying your full balance due and providing written notice of your desire to be removed from the Budget Billing Plan to Heritage Power. The Budget Billing Plan does not affect your obligation to pay for all actual usage and other associated charges, taxes and fees. Failure to

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pay your monthly bill on or before the stated due date may result in Heritage Power proceeding with normal collection activities including the assessment of late fees, disconnection for non-pay, etc.

Other. You may be eligible for payment assistance from various local assistance agencies, and third party entities. Contact 1-877-399-8939 or go to http:// www.tdhca.state.tx.us/ea/index.htm for a list of assistance agencies. You may also qualify for the LITE UP Texas discount, which offers a reduced rate for qualified customers. Call 2-1-1 or contact the PUCT at 1-866-454-8387 for additional information about LITE UP Texas.

Disconnection. HERITAGE POWER MAY REQUEST DISCONNECTION OF YOUR ELECTRIC SERVICE IF WE DO NOT RECEIVE YOUR DEPOSIT OR BILL PAYMENT IN FULL PRIOR TO THE DISCONNECTION DATE ON THE DISCONNECT NOTICE OR IF YOU DO NOT FULFILL THE TERMS OF YOUR DEFERRED PAYMENT PLAN. We will notify you in writing at least ten (10) calendar days before we disconnect electric service.

Heritage Power has the right to disconnect your service without prior notice to you if i) there is attempted or actual theft of service, ii) there has been an attempt to tamper with or bypass the TDU metering equipment, iii) service has been reconnected without authority, or (iv) a known dangerous condition exists. If your TDU finds evidence of meter tampering at your premises, Heritage Power will pass through any TDU-imposed tampering charges to you. Further, you may incur a tampering charge of up to $1000, and a switch hold may be applied to your account until the fee is paid.

Account Notifications. By signing the Heritage Power Authorization Form, you agree to receive account notifications by email, phone calls, text messages, automated voice reminders and in person. Heritage Power does not charge to send text notifications. However, message and data rates my apply to your wireless device. Please consult with your wireless carrier for applicable text messaging fees. To cancel text message notifications call our office at 888-551- 0373 Monday through Friday 8 a.m. - 6 p.m. CST.

Residential Critical Care or Chronic Condition Customers. Please refer to the YRAC.

Dispute Resolution and Complaints. Please refer to the YRAC.

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

Material Changes in Terms of Service. Heritage Power will notify you of any material change to the Contract in writing (either in your bill, electronically or in a separate mailing) at least 14 days before any change to the Contract will take effect and/or be applied to your bill. If you do not cancel the Contract 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.

Assignment. You may not assign this Contract or any of the rights or obligations hereunder without the prior written consent of Heritage Power. We reserve the right to, without your consent but with notice to you, assign your Contract to another REP in the event of an acquisition, merger, bankruptcy, or other similar event.

Force Majeure. Heritage Power does not generate, transmit, or distribute your electricity. Events that are outside the control of Heritage Power, including but not limited to an act of God, acts of public enemy, war, insurrection, riot fire, explosion, labor disturbance or strike, terrorism, wildlife, accident, regulation, regulation, restriction imposed by governmental, military or lawfully established civilian authorities, performance or nonperformance by the TDU ("Force Majeure Events") may result in interruptions or irregularities in your electric service. YOU AGREE THAT HERITAGE POWER WILL NOT BE HELD LIABLE FOR ANY INTERRUPTIONS OR IRREGULARITIES IN YOUR ELECTRIC SERVICE RESULTING FROM FORCE MAJEURE EVENTS NOR ANY DAMAGES OR CONSEQUENCES RESULTING FROM SUCH FORCE MAJEURE EVENTS.

Limitations of Liability; Disclaimer of Warranty. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. HERITAGE POWER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Governing Law. This Contract is governed and interpreted by the laws of the State of Texas, without giving effect to the conflict of laws principles. You hereby irrevocably submit to the exclusive jurisdiction of state courts of Texas located in Hidalgo County for matters arising under this Contract.

Miscellaneous. Your Contract constitutes the entire agreement between you and Heritage Power, and supersedes any prior or contemporaneous agreements or representations. No modification shall be enforceable unless reduced to writing. Notwithstanding anything to the contrary, if any provision of this Contract is deemed to be invalid, illegal or otherwise unenforceable, you and Heritage Power agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If any such provision cannot be modified in a manner that would make it valid, legal and enforceable, such provision shall be severed from this Contract, and all other provisions hereof shall remain in full force and effect. Any failure on Heritage Power's part at any time to enforce any term or condition of our service or to exercise any right under this Contract shall not be considered a waiver of our right thereafter to enforce each and every such term and condition or to exercise such right or any other right under this Contract. Obligations regarding indemnity, limitations of liability and waivers will survive the termination of the Contract indefinitely.

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BILL ASSURE, LLC
Terms and Conditions

Please read these terms and conditions carefully. They explain provisions, limitations, and procedures applicable to Bill Assure.

Bill Assure, LLC is included as part of your Heritage Power, LLC Electricity Agreement. In consideration of your participation in the program, and subject to these Terms and Conditions, the Eligible Electricity Billed Account Balance on a Protected Account may be fully or partially waived if you experience an Eligible Event. Eligibility begins 90 days after the effective date of your first invoice and continues for a coverage period that coincides with the term of your electricity plan summary.

As used in these Terms and Conditions, "you" and "your" mean the individual or individuals authorized on the electricity Protected Account, and "we," "us," and "our" mean Bill Assure, LLC.

Definitions
Account in Good Standing means an account not more than ten (10) days past due.
Authorized User means a person authorized on the Protected Account who is responsible for the payment obligations on the Protected Account.
Benefit means the waiver of the Eligible Electricity Billed Account Balance on a Protected Account, as applicable, in accordance with the Terms and Conditions as set forth. No past due balances, late fees, or taxes will be covered in addition to the residual fee included in your energy rate plan.
Benefit Form means a document that we will send to you, upon your request, which you must complete and return to us to verify an Eligible Event and the percentage of waiver available to your electricity invoice.
Date of Loss means the date in relation to which your Eligible Electricity Billed Account Balance will be determined for purposes of assessing the Benefit to which you are entitled.

a. For Involuntary Unemployment, the Date of Loss is the date that you or your spouse were notified by your employer that you would be involuntarily separated from employment. Waiver available 25 - 50%.
b. For Disability, the Date of Loss is the date on which you or your spouse first became totally unable to perform the major duties of your occupation or unable to pursue your critical daily activities such as communicating, walking, and self-care, due to a physical or mental impairment. Waiver available 100%.
c. For Family Leave of Absence, the Date of Loss is the first day that you or your spouse were absent from Permanent Full-Time Employment, without pay, due to caring for an immediate family member (your spouse, parent, or child) with a serious medical condition; the birth of your child; the adoption of your child; active military duty due to mandatory recall or call to active duty; jury duty; or residing in a county that has been declared a disaster area by the Federal Emergency Management Agency (FEMA). Waivers available 1-14 days 25 - 50% over 14 days 50 - 100%.
d. For Loss of Life, the Date of Loss is the date of your or your immediate family member's death or the date the administrator is notified of the death in the event we do not have the date of death on record. Waiver available 100%. Waiver available 100%.
e. For Hospitalization, the Date of Loss is the date on which you or your immediate family member is first admitted to the hospital or other emergency facility. Waivers available 1-14 days 25 - 50% over 14 days 50 - 100%.

Eligible Electricity Billed Account Balance means the current billed account balance owed on your Protected Account at the end of the day before the Date of Loss, the monthly invoice balance immediately before the Date of Loss or the monthly invoice balance immediately after the Date of Loss. For Loss of Life, the Eligible Electricity Billed Account Balance is the lesser of the account balance owed on your Protected Account as of the date of your death or the date the administrator is notified of the death in the event we do not have the date of death on record. Eligible Event means Involuntary Unemployment, Disability, Family Leave of Absence, Loss of Life, or Hospitalization.

How to Request a Benefit
To request a Benefit, you must notify our Bill Assure Plan Administrator by calling 325-400-1744, 9:00 a.m. to 5:00 p.m., Monday through Friday (excluding holidays) or by email to: info@billassurellc.com. You may also file a Benefit online at www.billassurellc.com. Benefit Forms will be sent to you via U.S. Mail, email, or fax. You must complete the Benefit Forms and mail them along with the required documentation to the following address: Bill Assure Administrator, 3900 N 10th St Ste 910, McAllen, Texas 78501. Benefit Forms and other required documentation must be sent within fortyfive (45) calendar days of your Benefit request. If you have any questions, you may contact the Bill Assure Plan Administrator by calling the number noted above. We may deny or revoke a Benefit at any time if: (i) you provide false information on the Benefit Forms; (ii) you fail to send in the Benefit Forms; (iii) the Benefit Forms are incomplete and you fail to provide the additional information we request within the time period we give you to provide it; or (iv) you do not qualify for the Benefit, in accordance with these Terms and Conditions.

Eligible Event
One Eligible Event benefit is allowed per 12-month period.

Waiver of Requirements
We reserve the right to waive any of the requirements described in the Terms and Conditions, at our discretion. If we do so, we will not be obligated to waive the same requirement in any other situation or for any other account holder, and our waiver of one or more requirements will not constitute a waiver of any other requirements. A waiver of a requirement may be terminated at any time upon written notice to you.

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Bill Assure Cancellation and Termination
We may cancel your Bill Assure protection at any time. Your enrollment will automatically terminate without written notice if: (i) your Protected Account becomes ninety (90) days or three (3) billing cycles past due; (ii) we determine that your Protected Account was

a. Not in Good Standing as of the date of your requested enrollment in Bill Assure; (iii) you die (although this will not prevent you from receiving Benefits earned prior to or as a result of your death); (iv) you at any time cease to be a Heritage Power, LLC customer or (v) as otherwise stated in the Terms and Conditions

b. You may cancel your Bill Assure protection at any time by contacting our Bill Assure Plan Administrator at 325-400-1744. If you cancel Bill Assure and notify our Bill Assure Plan Administrator within the first thirty (30) calendar days after your enrollment date.

c. Upon automatic termination or cancellation by us or by you, you will not be eligible to receive Benefits for any Eligible Event with a Date of Loss on or after the date of termination or cancellation.

The Bill Assure Program will protect your account based on the approved percentage not to exceed the annual waiver limits:

- Annual Waiver Limit – Up to $300.00

Change in Terms
We may change the terms of your Bill Assure Terms and Conditions at any time and will provide notice of said changes by mail or email.

Discrimination
The Bill Assure program cannot 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 customer in an economically-distressed geographic area, or qualification for low-income.