

Heritage Power is a certified Retail Electric Provider ("REP") in Texas. This document summarizes Your Rights as a Customer and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUCT). These rules apply to all retail electric providers (REPs), including Heritage Power, and the provider of last resort (POLR), unless otherwise noted or waived by the customer as allowed under PUCT rules. You may view the PUCT's rules at <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>. Contact information for the PUCT is located within this document. We are pleased to address your questions or concerns and welcome the opportunity to resolve any issues or questions you may have about your service. You have the right to receive this document and any disconnection notices mailed to you, in both English and Spanish. If you have questions about this document or any other issue regarding your service, please contact Heritage Power.

Right of Rescission: When requesting a switch in service providers, you may rescind your contract with the new REP without any penalty or fee within 3 federal business days (includes Saturday) after you receive your Terms of Service Agreement. For details on how to rescind your service, please see your Terms of Service Agreement. This right of rescission does not apply to applicants requesting a move in or to customers whose REP transfers the customers to the POLR. If you do not rescind your request for service within this 3 federal business day period, you will be responsible for all service rendered to you at the enrollment address. If you do not rescind the contract within this 3 federal business day period, you retain the right to select another REP and may do so by contacting that REP, although you will be responsible for any charges incurred to switch your service. See your Terms of Service Agreement for details regarding canceling or terminating your contract.

BILLING ISSUES

Unauthorized Charges ("Cramming"): You have the right to only be charged for services that you have authorized and the right to dispute any unauthorized charge or charges. Before your REP places a charge on your bill for a particular product or service, they will inform you about that product or service including all associated charges, and obtain your authorization to place those charges on your bill. If you believe that your bill includes a charge or charges for a product or service that you have not authorized, you may contact your REP to dispute such charges or file a complaint with the PUCT. Your REP will not seek to terminate 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, your REP will cease charging you for the unauthorized service or product, remove the unauthorized charge from your bill and refund or credit all money you paid for any unauthorized charge within 45 days. If charges are not refunded or credited within 3 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/credited. You may request all billing records under the REP's control related to any unauthorized charges within 15 business days after the date the unauthorized charge is removed from your bill. Your REP will not rebill you for any charges determined to be unauthorized.

Deferred Payment Plans and Other Payment Arrangements: 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. You may request a DPP if your current balance reflects a negative balance of \$50 or more during an Extreme Weather Emergency as long as you make this request within one business day after the weather emergency has ended; during governor declared disasters as directed by the Public Utility Commission of Texas; or if you have been under billed by \$50 or more. 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. If you do not fulfill the terms of the payment arrangement or deferred payment plan, Heritage Power may disconnect service. For details on these programs, please see your Terms of Service or contact your Heritage Power for additional details.

Unauthorized Change of Service Provider ("Slamming"): You have the right to choose your REP. A change in your retail electric provider can only be made with your authorization. If you believe that your service was switched to another provider without your permission, please contact your REP of choice and request assistance. The REP, transmission and distribution service provider ("TDSP") and the registration agent (Electric Reliability Council of Texas "ERCOT") will work together to return you to your chosen REP.

If a REP is serving your account without proper authorization, the REP must work with other market participants to take all actions necessary to return you to your original REP as quickly as possible. Your original REP has the right to bill you at the price disclosed in your terms of service and electricity facts label from either: 1) the date you are returned to your original REP, or 2) any prior date chosen by your original REP for which that REP had the authorization to serve you. The REP that served you without proper authorization shall, within 5 days from the date that your service is returned to your original REP, refund all charges paid for the time period the original REP ultimately bills you. In addition, the REP that served you without your authorization is responsible for paying all charges associated with returning your service to your REP of choice. For periods that the unauthorized REP served you that are not billed to you by your original REP, the REP that served you without your authorization may bill you but at a rate no higher than the rate you would have been charged by your original REP.

Financial and Energy Assistance: If an electric customer receives food stamps, Medicaid, TANF or SSI from the TDHS or if your household income is not more than 125% of the federal poverty guidelines, you may qualify for energy assistance from the Texas Department of Housing and Community Affairs (TDHCA).

Meter Reading and Testing: If you feel that your meter is not operating properly, please either notify your REP so that we can contact your TDSP on your behalf, or contact your TDSP directly to request a meter test. You have the right to have your electricity meter tested once every four years at no cost to you. If you request your meter to be tested more than once every four years and the meter is determined to be functioning properly, you may be charged a fee for the additional meter test(s) pursuant to the tariffs of your TDSP. The meter test shall be made during the TDSP's normal working

hours. If you want to be present to observe the test, then it will be scheduled to accommodate you within the TDSP's normal working hours. After any requested meter test is completed, the TDSP will promptly advise you of the date that the test was conducted, who performed the test, the test results, and (if applicable) the date when the meter was removed. If you prefer to read your own meter, please contact the TDSP in your area for instruction on how to read your meter.

DISCONNECTION OF SERVICE

Failure to Pay: Your service will be disconnected if your account reaches a balance of 0 kWh, and a payment has not been made to recharge your account sufficient enough to create a positive kWh balance to the account. Electricity will never be disconnected for non-payment on a holiday, weekend day, or an extreme weather day.

Disconnection of Service: The PUC has provided that under certain dangerous circumstances (such as a downed power line), any REP, may authorize your TDU to disconnect your electric service without prior notice to you. Your REP or TDU may also, at any time, authorize disconnection of your electric service without prior notice for any of the following reasons:

- where a known dangerous condition exists for as long as the condition exists;
- 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 TDSP; or
- where there is evidence of theft of service.

Additionally, your REP may be allowed to seek to have your electric service disconnected for any of the reasons listed below:

Fail to pay a bill owed to the REP; fail to comply with the terms of a deferred payment arrangement or other payment agreement made with the REP; or use electric service in a manner that interferes with the service of others or operate non-standard equipment; REP may also disconnect a guarantor's electric service if a guarantor fails to pay the amount guaranteed when the REP has a written agreement, signed by the guarantor, which allows for disconnection of the guarantor's service.

You will receive notification via email, text or phone (depending on your stated preference of notification) approximately 3 days in advance of when Heritage Power estimates your balance will reach the disconnect balance before Heritage Power disconnects your electricity for non-payment.

Heritage Power may not authorize disconnection of your electric service 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 formore than 6 months (except for theft of service); failure to pay any disputed charges until your REP or the PUC determines the accuracy of the charges and you have been notified of this determination; failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under PUC rule 25.126 relating to Adjustments Due to Non-Compliant Meters and Meter Tampering in Area Where Customer Choice Has Been Introduced (<http://www.puc.state.tx.us/rules/subrules/electric/25.126/25.126.doc>); or failure to pay an estimated bill other than a bill rendered pursuant to an approved meter-reading plan, unless bill is based on an estimated read by the TDU. Additionally, your REP may not authorize disconnection of your electric service if the REP receives notification that an energy assistance provider will be forwarding sufficient payment on your account; and you have paid or made payment arrangements to pay any outstanding debt not covered by the energy assistance provider's payment.

Availability of Provider of Last Resort: If you are notified that you are subject to termination or disconnection of your electric service, you may seek to obtain services from another REP or the POLR. You have the option to request service from the POLR, which offers a standard retail service package. Information about the POLR and other REPs can be obtained from the PUC or the POLR.

Restoration of Service: If your service was disconnected due to non-payment, your service will be re-established after payment has been received by Heritage Power in an amount sufficient enough to create a positive kWh balance to your account. A reconnect fee will be charged to reconnect the service (see your Terms of Service for specific fee amount information). It may take up to two (2) business days to restore your service. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate to your REP or the POLR that you have corrected the dangerous situation. **DISPUTES:** Contact your REP if you have comments, questions, or complaints. Upon receipt of a complaint, your REP must investigate and notify you of the results within twenty-one (21) days. If you are dissatisfied with the results of the investigation, you may request a supervisory review, if available. Your REP must advise you of the results of the supervisory review within ten (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 PUCT and the Office of the Attorney General, Consumer Protection Division. For a complaint involving a disputed bill, your REP may not initiate collection activities or termination/disconnection activities or report the delinquency to a credit reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, your REP may send a termination/ disconnection notice for non-payment of any undisputed portion of the bill.

CONTACT INFORMATION FOR HERITAGE POWER LLCCorporate Address:

3900 North 10th Street, Suite 910
McAllen, Texas 78501

Mailing Address:

3900 North 10th Street, Suite 910
McAllen, Texas 78501

Internet Address: www.heritagepower.com

Email: Support@heritagepower.com

Customer Service: 888-551-0373

Customer Care Hours: Monday - Friday, 8 am - 6 pm

PUCT License #: 10251

Public Utility Commission of Texas

Customer Protection Division

PO Box 13326

Austin, Texas 78711-3326

(512) 936-7120 or (888) 782-8477

Fax (512) 936-7003

Email Address: customer@puc.state.tx.us

Website: www.puc.state.tx.us

Hearing and Speech impaired
individuals with text telephones (TTY)

may contact the commission at

512-936-7136.

REPORTING A POWER OUTAGE

To report a power outage, please select your TDU's 24 hour service line from the list below:

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

OTHER PROTECTIONS

Critical Care or Chronic Condition Residential Customer (inapplicable to prepaid customers): You may qualify as a (i) Critical Care Residential Customer if you or another permanent resident of your home has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life, or (ii) Chronic Condition Residential Customer if you or another permanent resident of your home 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 person's medical condition. Upon your request, your REP will provide to you a PUCT-approved application form, which you and the patient's physician must complete. The patient's physician must sign and electronically return the application form to your TDSP by facsimile or other electronic means. The TDSP will evaluate the form for completeness. Incomplete forms will be returned to you by the TDSP for completion. The TDSP may verify the physician's identity and signature and may deny an application for designation, if it determines that the identity or signature of the physician is not authentic. The TDSP will notify you and your REP of the final status of the application process, including whether you have been designated for Critical Care Residential Customer or Chronic Condition Residential Customer status. The TDSP will also notify you of the date a designation, if any, will expire, and whether you will receive a renewal notice. If the TDSP does not approve the application, you may file a complaint with the PUCT. If approved, the designation of Critical Care Residential Customer is valid for two years; and the designation of Chronic Condition Residential Customer is valid for 90 days to one year. Your TDSP will send you a renewal form, if applicable, prior to the expiration of your designation.

Do Not Call List: If you do not want to receive telemarketing calls, you add your name, address, and telephone number to the statewide electric "Do Not Call List." You may register for the "Do Not Call List" in three ways: online at www.texasnocall.com, call toll-free 1-866-TXNOCALL (1-866-896-6225), or write Texas No Call, P.O. Box 313, E. Walpole, MA 02032. You may be required to pay a charge.

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

Privacy Rights: All REPs are prohibited from disclosing or selling 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 a release of your information to the PUCT, an agent of your REP, credit reporting agencies, law enforcement agencies, or your TDSP.

Special Services: Your REP may offer special services for hearing-impaired customers and programs for customers with physical disabilities. If you have a physical disability or require special assistance regarding your electric account, please contact your REP to inquire about the process to become qualified for any of these special services. Hearing and Speech impaired individuals with text telephones (TTY) may contact the commission at 512-936-7136.

Governmental Entities: If you are a governmental entity as defined in the Prompt Payment Act (PPA), TEX. GOV'TCODE, Chapter 2251 (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm>), it is your responsibility to inform your REP of your status so that the PPA protections can be applied. If you are a governmental entity subject to the PPA, your payment shall become overdue as provided in the PPA and interest on an overdue payment shall be calculated by you pursuant to the terms of the PPA and remitted to your REP with the overdue payment. Billing disputes between a governmental entity, as defined in the PPA, and an aggregator or a REP about any bill for aggregator or REP service, shall be resolved as provided in the PPA.