









**PAYMENT IN FULL BY THE DUE 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 10 calendar days before we disconnect electric service. We may request immediate disconnection of your electric service without prior notice under specific situations, including the existence of a dangerous condition at your service address or theft of service.

**CUSTOMER CARE, ALTERNATE BILLING AND PAYMENT OPTIONS**

If you have any questions, concerns, billing inquiries, or you are interested in applying for the following services we offer, please contact us at 1-888-367-7470 .

**Budget Billing.** Upon request, Veteran Energy will enroll your account in budget billing, so long as your account is not delinquent. Budget Billing consists of a level monthly payment plan based on: your estimated monthly usage, which is determined by reviewing your past twelve billing cycles, and your rate structure. Every sixth billing cycle, Veteran Energy will review your account, reconcile your budget billing option and determine your new monthly payment. Budget billing will be cancelled upon your request or if your account becomes past due or is terminated; if budget billing is cancelled, your account will be reconciled, and any credit or unpaid balance will appear on your next invoice.

**EZ Pay, our Auto Pay program.** With our recurring payment program you get the convenience of easy automatic payments each month for what you owe.

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

**CRITICAL CARE AND CHRONIC CONDITION RESIDENTIAL CUSTOMERS**

If you have a person permanently residing in your home 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 home 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, a physician must submit the PUC-approved form by facsimile or other electronic means to your TDU. The TDU will notify you of the final status of your designation as a Critical Care or Chronic Condition Residential Customer and will notify you when such designation will expire and whether you will

receive a renewal notice. The TDU will also notify us about your status. Please note that designation as a Critical Care or Chronic Condition Residential Customer does not relieve you of your obligation to pay for electric service that you receive from us.

**SWITCH-HOLD**

A switch-hold may be applied to your ESI ID if you enter into certain payment arrangements. Additionally, your TDU will apply a switch-hold to your ESI ID if there is evidence of meter tampering. A switch-hold means that you will not be able to buy electricity from other companies until you have satisfied the terms of your payment arrangement or, in cases of meter tampering, have paid all applicable charges and backbilling. While a switch-hold applies, if you are disconnected for not paying, you will need to pay Veteran Energy to get your electricity turned back on.

**DISPUTE OR COMPLAINTS**

If you have any questions, concerns, or complaints, please contact us. We will attempt to immediately respond to your question or complaint and, if we cannot, we 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 PUC.

**ASSIGNMENT**

You may not assign your Contract with us, in whole or in part, or any of your rights or obligations under the Contract without our prior written consent. Veteran Energy may, 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.

**LIMITATIONS OF LIABILITY**

**YOU AGREE THAT FORCE MAJEURE EVENTS, INCLUDING ACTS OF GOD, ACTS OF ANY GOVERNMENTAL AUTHORITY, ACTS OF TERRORISTS OR ENEMIES OF THE STATE, ACCIDENTS, STRIKES, LABOR TROUBLES, EVENTS OF FORCE MAJEURE OCCURRING WITH RESPECT TO THE TDU, ERCOT, OR OTHER THIRD PARTY SYSTEMS OR ASSETS, OR ANY OTHER CAUSES AND EVENTS BEYOND OUR CONTROL 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, TRANSMITTING OR DISTRIBUTING ELECTRICITY TO YOUR SERVICE ADDRESS AND THAT WE WILL NOT BE LIABLE WITH RESPECT TO ANY THIRD PARTY SERVICES. FURTHERMORE, YOU AGREE THAT VETERAN ENERGY'S LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES, AND THAT NEITHER Veteran Energy NOR THE CUSTOMER SHALL BE 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 WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE, INCLUDING IF THE DAMAGES RESULT FROM SOLE, JOINT, CONCURRENT, OR ACTIVE OR PASSIVE NEGLIGENCE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS CONTRACT.**

**REPRESENTATIONS AND WARRANTIES**

**THE ELECTRICITY SOLD UNDER THIS CONTRACT WILL BE SUPPLIED FROM A VARIETY OF GENERATING SOURCES. IF YOU PURCHASE A RENEWABLE ENERGY PRODUCT FROM US, YOU ARE FINANCIALLY SUPPORTING RENEWABLE ENERGY GENERATION SOURCES, AND THE REQUIRED AMOUNT OF RENEWABLE ENERGY CREDITS (RECs) WILL BE RETIRED TO AUTHENTICATE THE RENEWABLE ENERGY COMPONENT OF THE PRODUCT. YOUR TDU DOES NOT NECESSARILY DELIVER, AND YOU WILL NOT NECESSARILY RECEIVE, THE SPECIFIC ELECTRICITY GENERATED FROM THAT SOURCE AT YOUR SERVICE ADDRESS. Veteran Energy MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS CONTRACT AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, CONFORMITY TO MODELS OR SAMPLES AND FITNESS FOR A PARTICULAR PURPOSE.**

**ARBITRATION AGREEMENT**

**In the unlikely event that we are unable to resolve a dispute or complaint you may have to your satisfaction, we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.**

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award.

We and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory;
- claims that arose before this or any prior Contract;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of your Contract.

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration

agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the PUC. Such agencies can, if the law allows, seek relief against us on your behalf. No amendment of this arbitration agreement shall apply to disputes or claims of which we had actual notice from you on the date of the amendment. **You agree that, by entering into your Contract, you and Veteran Energy are each waiving the right to a trial by jury or to participate in a class action, and the Federal Arbitration Act governs the interpretation and enforcement of this agreement.** This arbitration agreement shall survive termination of your Contract.

The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org) or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of your Contract. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING IN ANY PROCEEDING THAT ORIGINATES IN A SMALL CLAIMS COURT AND ANY RELATED APPEAL.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

**WAIVER OF RIGHT TO JURY TRIAL OR TO CLASS ACTION OR CLASS ARBITRATION**

**TO THE FULLEST EXTENT THAT APPLICABLE LAW ALLOWS, YOU AND WE AGREE THAT (1) YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY AND (2) NEITHER YOU NOR WE WILL SEEK OR SUPPORT ANY ORDER CERTIFYING AN ACTION OR ARBITRATION INVOLVING YOU AND US AS A CLASS ACTION OR CLASS ARBITRATION OR JOIN OR PARTICIPATE AS A PARTY OR CLASS MEMBER IN ANY ACTION OR ARBITRATION BY ANOTHER PARTY AGAINST EITHER YOU OR US.**

**FEDERAL POWER ACT**

Nothing in this Contract shall be construed to suggest that anything associated with the sale of electric energy pursuant to this Contract will bring such sale or the business practices of Veteran Energy, its affiliates, or its wholesale providers of electricity (1) within the plenary jurisdiction of the Federal Energy Regulatory Commission or (2) outside of the exclusions presently provided for such sales and business practices under Sections 201(b)(2), 210, 211, and 212 of the Federal Power Act.

**MISCELLANEOUS**

Your Contract constitutes the entire agreement between you and Veteran Energy concerning your agreement to purchase electricity for the covered ESI ID(s) and supersedes any prior agreements. There are no prior or contemporaneous agreements or representations affecting this Contract other than those expressed in these documents. No amendment, modification or change to this Contract 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 Veteran Energy 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 Veteran Energy'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, payment of taxes, limitations of liability, and waivers will survive the termination of the Contract indefinitely.

THIS CONTRACT IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS. THE TEXAS UNIFORM COMMERCIAL CODE (which can be viewed at <http://tlo2.tlc.state.tx.us/statutes/bc.to.htm>) APPLIES TO THIS CONTRACT AND ELECTRICITY IS DEEMED A "GOOD."  
**YOU CONSENT TO PERSONAL JURISDICTION IN TEXAS AND AGREE THAT THE RESOLUTION OF ANY DISPUTE MUST BE BROUGHT, FILED AND MAINTAINED EXCLUSIVELY IN TEXAS, REGARDLESS OF WHO INITIATES THE ACTION.**