





Notwithstanding the method or reason for cancellation, termination or disconnection regarding this Agreement, you are responsible for the payment of all outstanding bills owed to Cirro Energy. If you move to a new location, or transfer ownership, you are liable for any charges until such time as move out has been completed or transfer of ownership has taken place and Cirro Energy has been notified.

**Material Changes**

Cirro Energy will provide you with forty-five (45) calendar days advance written notice of any material change in the Terms of Service Agreement, which will either be included in your bill or in a separate mailing from Cirro Energy. The changes will become binding and effective on the date stated in the notice unless you cancel your Agreement. If you wish to cancel your Agreement, you must do so no later than ten (10) calendar days before the effective date of such material change. Notice is not required for material changes that benefit you or for changes that are mandated by a regulatory agency.

**Customer Information**

By entering into this Agreement, you hereby authorize your Transmission and Distribution Service Provider to release to Cirro Energy certain information that we need to provide you with service, including your address, phone number, account numbers, and historical usage information.

**Discrimination**

Cirro Energy does not discriminate in its providing or denying service to any applicant or customer, 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 in an economically distressed geographic area, or qualification for low income or energy efficiency services.

**Disputes or Complaints**

See "Your Rights as a Customer" for information on disputes and complaints.

**Assignment**

You may not assign or transfer this Agreement, in whole or in part, or any of your rights or obligations hereunder without the prior written consent of Cirro Energy. Cirro Energy may, without your consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of Cirro Energy; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Cirro Energy; and/ or (d) transfer or assign this Agreement to a certified REP. In the case of (b), (c) or (d) any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, you agree that Cirro Energy shall have no further obligations hereunder.

**Force Majeure**

Cirro Energy will endeavor in a commercially reasonable manner to provide service, but we do not guarantee a continuous supply of electrical energy. Events that are out of our control ("force majeure" events) may result in interruptions in service to you. Please be aware that Cirro Energy will not be liable for any damages whatsoever for any such interruptions in service. Cirro Energy does not produce electricity provided to you under this Agreement, nor do we transmit or distribute electricity to you. Therefore, you agree that Cirro Energy is not liable for any damages caused by events of force majeure, including acts of God, acts of any governmental authority including the Public Utility Commission of Texas or the Electric Reliability Council of Texas (ERCOT), accidents, strikes, labor disputes, required maintenance work, inability to access the Transmission and Distribution Service Provider system, nonperformance of the Transmission and Distribution Service

Provider, damages or cuts to service lines or changes in laws, rules, regulations, practices or procedures of any governmental authority or ERCOT, or any other cause beyond the control of Cirro Energy.

**Limitations of Liability**

LIABILITY FOR DAMAGES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR PENALTIES OF ANY NATURE WHICH ARE HEREBY WAIVED, WHETHER OR NOT THERE WAS ACTUAL KNOWLEDGE OF SUCH POSSIBLE DAMAGES, OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OR RESPONSIBILITY OF ANY LIABILITY OR DAMAGE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

**Representations and Warranties**

THE ELECTRICITY SOLD TO YOU UNDER THIS AGREEMENT

WILL MEET THE APPLICABLE TRANSMISSION AND DISTRIBUTION SERVICE PROVIDER'S QUALITY STANDARDS FOR SUCH, AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. CIRRO ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND FURTHERMORE, CIRRO ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, AND IN ANY LAWSUIT, ACTION, OR PROCEEDING INSTITUTED BY ANY PARTY HERETO DIRECTLY ARISING OUT OF OR WITH RESPECT TO THIS AGREEMENT, PROPER VENUE SHALL BE DEEMED TO BE DALLAS COUNTY, TEXAS.

**Your Rights as a Customer**

Please refer to "Your Rights as a Customer" for additional information.



**Terms of Service Agreement  
Smart Lock<sup>SM</sup> 12  
12-Month Plan  
Texas-New Mexico Power/TNMP Service  
Area**

<b>Electricity Facts Label</b>				
Cirro Energy, Smart Lock <sup>SM</sup> 12, Texas-New Mexico Power/TNMP Service Area Plan				
Version #SMLK12RF1TP0309.01				
As of March 2009				
<b>Electricity price</b>	Average monthly use:	500 kWh	1,000 kWh	1,500 kWh
	<b>Average price per kilowatt-hour:</b>	<b>12.7¢</b>	<b>11.2¢</b>	<b>11.1¢</b>
	This price disclosure is an example based on:			
	<b>Fixed energy price per kWh</b>	<b>8.31¢</b>		
<b>Contract</b>	<b>TDSP pass-through distribution charge per kWh</b>	<b>2.58¢</b>		
	<b>TDSP pass-through customer and metering charge</b>	<b>\$3.55</b>		
	The energy price is fixed for the offering term. Your average price for electricity service will vary according to your monthly usage and changes in fees imposed by ERCOT and/or any PUCT authorized changes in TDSP charges. All TDSP charges are variable, will be passed through at cost and are subject to change during or after the initial term of this agreement. A monthly base charge of \$5.25 will be assessed for those monthly billing cycles with usage of less than 1,000 kWh. This price does not include taxes or certain non-recurring fees.			
<b>Contract</b>	Minimum Term: 12 Months.	Early cancellation penalty: \$150		
<i>See Terms of Service statement for a full listing of fees, deposit policy, and other terms.</i>				
<b>Sources of power generation</b>		<b>This product</b>	<b>Texas (for comparison)</b>	
	Coal and lignite	<b>38%</b>	38%	
	Natural gas	<b>45%</b>	45%	
	Nuclear	<b>13%</b>	12%	
	Renewable energy	<b>2%</b>	3%	
	Other	<b>2%</b>	2%	
<b>Total</b>	<b>100%</b>	100%		
<b>Emissions and waste per 1,000 kWh generated</b>	Carbon dioxide		99	(Indexed values; 100=Texas avg.)
	Nitrogen oxides		99	
	Particulates		99	
	Sulfur dioxide		99	
	Nuclear waste		99	
		<i>Better than Texas average</i>	<i>Worse than Texas average</i>	

Cirro Energy  
PUCT REP Cert. #10034  
501 W. Pres. George Bush Hwy.  
Suite 350 • Richardson, TX 75080  
800.MY.CIRRO • 1.866.691.1911 Fax  
www.cirroenergy.com

The following are the Terms of Service pursuant to your Agreement with Cirro Energy (a division of Cirro Group, Inc.) for the purchase of the **Smart Lock<sup>SM</sup> 12** residential electric service plan. Please keep this Terms of Service Agreement for your records. An additional copy may be obtained by contacting Cirro Energy.

### Welcome to Cirro Energy

Cirro Energy, your Retail Electric Provider (REP), will arrange for the delivery of electricity from your Transmission and Distribution Service Provider (TDSP) to your service location. This Terms of Service Agreement explains the rights and responsibilities of both you and Cirro Energy. Your Agreement with Cirro Energy includes the following items: **Electricity Service Authorization, Terms of Service Agreement, Electricity Facts Label and Your Rights as a Customer.**

Cirro Energy is certified as a REP by the Public Utility Commission of Texas (PUCT), certificate number 10034. If you have questions regarding your service or need assistance, you may contact Cirro Energy as follows:

<b>Website:</b>	www.cirroenergy.com
<b>Email:</b>	service@cirroenergy.com
<b>Customer Service (toll-free):</b>	1.800.MY.CIRRO (1.800.692.4776) or 972.764.7400
<b>Customer Service Fax:</b>	1.866.691.1911
<b>Business Hours:</b>	Mon.-Fri. 7:00 am-9:00 pm CST Saturday 8:00 am-5:00pm CST
<b>Customer Service Hours:</b>	24-hours a day, 7-days a week
<b>Mailing Address:</b>	501 W. Pres. George Bush Hwy, Suite 350, Richardson, TX 75080

### Nature of Offer

This Terms of Service Agreement is conditioned on the acceptance of you as a customer by Cirro Energy, and may change without notice.

### Pricing

The fixed energy price for your initial term of service is set forth in the Electricity Facts Label. This price includes all costs of electricity generation (including congestion, ancillary services and transmission and distribution losses). All TDSP charges associated with the delivery of your electricity will be passed through at cost and are subject to change during or after the initial term of this agreement. Price per kWh may vary based on changes in fees imposed by ERCOT and/or any PUCT authorized changes in TDSP charges. This price does not include taxes or certain regulatory charges and/or non-recurring fees. You will be assessed a monthly base charge of \$5.25 only for those monthly billing cycles with usage of less than 1,000 kWh. Cirro Energy reserves the right to place you on the appropriate price based on actual usage. After the initial term expires, service will continue under Cirro Energy's current month-to-month variable market-based plan. See Agreement Term, Renewal and Cancellation section for more detail and options.

**Non-recurring fees** - Non-recurring fees such as meter test fees, special meter read fees, access fees, discretionary service charges, disconnect fees and reconnect fees are charged by the Transmission and Distribution Service Provider for specific services for your service location. Any non-recurring fees will be itemized separately on your bill.

**Taxes** - Applicable federal, state and local taxes as well as any fees or other amounts charged by a governmental entity. Please contact Cirro Energy for information regarding sales tax exemptions.

### Applicable Fees/Penalties:

**Late Penalty** – Five percent (5%) of the month's past due amount.

**Insufficient Funds Fee** – \$25 per transaction not processed due to insufficient funds for any method of payment, including checks and bank drafts.

In the event that a new Law is enacted, or there is any revision in, implementation of, amendments to or interpretations of any existing Laws which impose additional costs during the term of the Agreement, Cirro Energy has the right to adjust your price to reflect such changes within the terms of this contract.

### Billing and Payment

You will receive a monthly bill that is due and payable sixteen (16) days from the bill date. If your bill is not paid by the due date, you will be charged a late fee of five percent (5%) of the month's past due amount (for administrative burden and maintenance) and any collection, legal and attorney fees in the event of default. If you cannot pay your bill on time, please call Cirro Energy right away at 1.800.MY.CIRRO (1.800.692.4776). You may qualify for one of the following special payment arrangement plans. A customer may not qualify if they 1.) have received more than two (2) termination notices within the past twelve (12) months, 2.) are already on a deferred arrangement for a previous balance, or 3.) have been a Cirro Energy customer for less than three (3) months. Please note that special payment arrangement plans may include a five percent (5%) penalty for late payment. If you do not fulfill the terms of a special payment arrangement, your electric service may be disconnected after proper notice.

### Bill Payment Arrangements and Assistance Programs:

- **Budget Billing Plan** – Cirro Energy's Budget Billing Plan is for customers under 50 kW peak demand, who are currently not delinquent and who have not had more than two (2) delinquencies in the past twelve (12) months. Variable payment amount is based upon prior usage and may be adjusted for significant differences between actual and billed usage.
- **Due Date Extension Plan** - Cirro Energy may allow a customer to extend their due date, but not past the due date of their next month's bill.
- **Bill Payment Assistance Program** - An energy assistance program is available to customers who have severe financial hardship and temporarily may be unable to pay their bills. The program is funded by voluntary contributions from Cirro Energy customers and is subject to the availability of funds. Please call us for additional information.
- **Low-Income Discounts** - Certain benefits may be available for low-income customers that have been qualified by the Electric Rate Reduction Program. For information, please call Cirro Energy at 1.800.692.4776.
- **Deferred Payment Plan** - Cirro Energy's Deferred Payment Plan allows payment of an outstanding balance in installments. Cirro requires 25% of the balance to be paid to activate the plan and the remaining balance is due in no less than three (3) bill cycle installments. The installment length decision is based on the payment history of the account, the amount of the outstanding balance, and the customer's ability to repay the balance. All deferred payment plans are formalized in writing to the customer and balances are billed on the customer's monthly statements.

Cirro Energy may calculate a bill based on estimated meter readings if the TDSP does not report actual meter usage timely. Upon receipt of actual meter readings from the TDSP, Cirro Energy will make adjustments on the next billing cycle.

### Credit

Cirro Energy may require that you establish and maintain satisfactory credit. As a condition of providing service, Cirro Energy or its agent may obtain information from a consumer reporting agency to determine that you have satisfactory credit, defined solely as:

1. You do not have an outstanding balance for retail electric or telecommunications service; or

2. You currently have an acceptable utility payment data correlation measure, as available and derived from utility payment histories; or
3. You are 65 years of age or older and not currently delinquent in payment of any electric service account; or
4. You have been determined to be a victim of family violence as defined in the Texas Family Code Section 71.004, by a qualified family violence center, treating medical personnel, law enforcement personnel, the Office of a Texas District or County Attorney, the Office of the Attorney General, or a grantee of the Texas Equal Access to Justice Foundation. This determination shall be evidenced by submission of a certification letter developed by the Texas Council on Family Violence. This letter may be submitted directly to Cirro Energy's toll-free fax at 1.866.691.1911 and will be verified.

### Deposits

Cirro Energy or its agent may investigate your personal credit as derived by a consumer reporting agency for the sole purpose of establishing or waiving a deposit.

- **Initial Deposit** - May be required if:
  - Upon entering this Agreement, you cannot demonstrate satisfactory credit.
  - As an existing customer, you have been overdue paying a bill more than once or had service terminated for nonpayment during the last twelve (12) months of service. Payment is required within ten (10) days of issuance of the deposit request.
- **Waiver of Deposit** – eligibility can be established through one of the following:
  - Proof of Credit (with 12-month history) from your current electric service provider
  - Proof of age of 65 years or older with no current delinquencies on any electric service account
  - Qualification as a Victim of Family Violence
- **Additional Deposit** - May be required within ten (10) days of request if:
  - The average of your actual billings for the last twelve (12) months is at least twice the amount of the original average of the estimated annual billings; and
  - A termination or disconnection notice has been issued or the account disconnected within the previous twelve (12) months.
- **Deposit Amount** - The total of all deposits that may be required of you shall not exceed an amount equivalent to the greater of either:
  - The sum of the estimated billings for the next two (2) months; or
  - One-fifth (1/5) of the estimated annual billing.
- **Deposit for Electric Rate Reduction Program Customers** - Residential applicants properly verifying eligibility for the Electric Rate Reduction Program may pay any required deposit exceeding \$50 in two equal installments. The first installment is payable no sooner than ten (10) days and the second installment is payable no sooner than forty (40) days from the date of Cirro's issuance of written notice to the applicant of the deposit requirement.
- **Interest on Deposits** - Deposits held more than thirty (30) days will accrue interest from the date of receipt at the annual rate established by the PUCT. Interest is payable annually by request or upon refund or crediting of the deposit. No interest payment will be made if the deposit is refunded within thirty (30) days.
- **Refund of Deposit** – Deposits will be refunded or credited once you have paid your bill for electric service for twelve (12) consecutive months without late payments.
- **Cancellation of Agreement** - Upon cancellation of service, Cirro Energy will apply any paid deposit plus accrued interest against your total outstanding balance on your final bill. Cirro Energy will bill you for any remaining outstanding balance after application of the deposit and interest. If the deposit and accrued interest, as applied, exceed the outstanding balance owed, you may request that Cirro Energy transfer the credit balance to your new REP, or refund the credit balance to you.

### Refusal of Service

Cirro Energy may refuse to provide electric service to a customer for one or more of the reasons specified in Section 25.477 of the PUCT rules and regulations. Please call the PUCT (1.888.782.8477) if you have any questions or want information on PUCT rules and regulations.

### Agreement Term, Renewal and Cancellation

Your service begins on the meter reading date set by your Transmission and Distribution Service Provider (your typical reading date), and will continue for the minimum agreed upon term as indicated on the Electricity Service Authorization and ending on the anniversary of such date. After the expiration of this term, if no renewal or transfer of service option has been made, your service will automatically renew on Cirro Energy's current month-to-month variable market-based plan, which is cancelable by the customer or Cirro Energy upon thirty (30) calendar days advance written notice to the other party.

**For switch requests, you have the right by law to cancel this Agreement with Cirro Energy without penalty or fee of any kind within three (3) Federal business days after receiving this Terms of Service and accepting this offer from Cirro Energy.** If you cancel this Agreement for any other reason than those listed above before the end of the minimum term you will be assessed an early cancellation fee equal to the amount specified in the EFL, per ESI ID, plus any promotional credits received. Any amount owed will be applied to your final bill and may be withheld from any monies or credits due you upon cancellation of your Agreement. Any remaining unused promotional credits will be forfeited. To cancel this Agreement, you may call us at 1.800.MY.CIRRO (1.800.692.4776) or 972.764.7400, fax us at 1.866.691.1911, or email us at service@cirroenergy.com no later than ten (10) calendar days prior to the requested cancellation date. Please provide your Name, Address, Telephone Number, and Account Number with your request.

In addition, you may cancel this Agreement with Cirro Energy without penalty or fee upon the occurrence of any of the following:

- You relocate to another premises. Please provide us with at least thirty (30) calendar days advance notice of the impending move along with proof of relocation documentation as well as your forwarding address.
- Market conditions change and the Agreement allows Cirro Energy to terminate the Agreement in response to changing market conditions without penalty or other liability.
- Cirro Energy notifies you of a material change in the Terms of Service of this Agreement as described herein.

### Termination and Disconnection of Service

Cirro Energy may cancel this Agreement without prior written notice for any of the reasons stated in Section 25.483 of the PUCT rules and regulations. In the event you are in breach of this Customer Agreement, other than for non-payment, Cirro Energy may transfer your service to the Provider of Last Resort (POLR), unless the PUCT authorizes otherwise.

In the event of nonpayment, Cirro Energy has the authority to order disconnection, and will send you a disconnection notice no sooner than the first day your bill is due. Cirro Energy will notify you ten (10) calendar days prior to disconnection for non-payment. Payment for all amounts due to Cirro Energy for electric service must be received, or special arrangements must be made with Cirro Energy, no later than the due date of the notice, or your electric service will be disconnected. You will be liable for all Cirro Energy and TDSP fees and charges associated with any disconnection of service for nonpayment and reconnection. See "Your Rights as a Customer" for further explanation of the conditions and procedures for disconnection and reconnection of service.

Cirro Energy may also cancel this Agreement in response to any unlawful conduct including but not limited to non-payment, fraud, misrepresentation, or threat to Cirro employees or facilities.



REP Certificate Number 10034  
Version #0506

**Please Read: This Document Contains Important Information Regarding**

## YOUR RIGHTS AS A CUSTOMER

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 all retail electric providers (REPs) 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](http://www.puc.state.tx.us/rules/subrules/electric). Contact information is located at the end of this document.

### Obtaining and Canceling Service

**Unauthorized Change of Service Provider or "Slamming":** A REP must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched without your authorization, you should request that the REP provide you with a copy of your authorization and verification. The REP must submit this to you within 5 business days of your request. If you are not satisfied with this response, you may also file a complaint with the PUC at the address provided below. Upon receipt of a complaint filed with the PUC, the REP must respond within 21 days of receipt of the complaint, providing all documentation relied upon by the REP related to the authorization to switch, and any corrective actions taken to date, if any.

If a REP is serving your account without proper authorization, they 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 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 five 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.

**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 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, to customers whose REP transfers the customer to the POLR, or when a REP "drops" a customer to the affiliated REP for non-payment. If you do not rescind your request for service within this three 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 or "Cramming":** Before any new charges are included on your electric bill, your REP must inform you of the product or service, all associated charges, how these charges will appear on your electric bill and obtain your consent to accept the product or service. Your REP must provide you with a toll-free telephone number and address that you may use to resolve any billing dispute or to ask questions about your bill. If you believe your electric bill includes unauthorized charges, you may contact your REP to dispute such charges and may file a complaint with the PUC. Your REP will not seek to terminate your electric service for nonpayment 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 re-bill you for any charges determined to be unauthorized.

**Deferred Payment Plans and Other Payment Arrangements:** If you cannot pay your bill, please call your REP immediately. Your REP may offer you a short-term payment arrangement that allows you to pay your bill after your due date, but before your next bill is due. In addition, you may qualify for a "deferred payment plan". A deferred payment plan allows a customer to pay an outstanding bill in installments beyond the due date of the next bill. The REP may require an initial payment to initiate the agreement. Your REP must offer you a deferred payment plan unless you have received more than 2 termination/disconnection notices during the past 12 months or you have been their customer for less than 3 months and do not have sufficient credit or payment history with another REP. All REPs must offer customers deferred payment plans for bills that are due during an extreme weather emergency and to customers who have been under-billed in the amount of \$50.00 or more. A deferred payment plan may include a 5% penalty for late payment; however, the POLR may not charge a late fee. REPs must also offer level or average payment plans to customers who are not currently delinquent in payment to the REP. If you do not fulfill the terms of the payment arrangement deferred payment plan, or the level or average payment plan, your REP may either terminate or disconnect your service as discussed further below. For additional details on these programs, please see your Terms of Service Agreement or contact your REP for more information.

**Financial and Energy Assistance:** If a customer contacts the REP and indicates an inability to pay, the REP must inform the customer of all applicable payment options and payment assistance programs that are offered by or available from the REP. An electric customer who receives food stamps, Medicaid, TANF or SSI from the TDHS or whose household income is not more than 125% of the federal poverty guidelines may qualify for energy assistance from the Texas Department of Housing and Community Affairs (TDHCA). Call your REP for more details about discounts available for qualified low-income customers.

**Meter Reading and Testing:** Please contact your REP for information regarding how to read your meter. You have the right to request a meter test. Your REP may make this request to your Local Distribution Company (LDC) on your behalf. If a test is performed more than once in a four-year period, and the meter is determined to be functioning properly, then you may be charged a fee for the additional meter test(s) at the rate approved for your LDC. The LDC or REP will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter.

### Disconnection and Termination

**Failure to Pay:** For customers who do not pay their electric bill by the due date, their REP may either "terminate" their electric service agreement or request the LDC to "disconnect" the electric service, after the expiration of a required 10-day notice period.

**Termination of Service:** If your payment for electric service is not received by the due date on your bill, your service agreement may be terminated. If you do not obtain electric service from another REP, your electric account will be "dropped" to the Affiliated REP (AREP) in your area. Your REP will mail you a separate Termination Notice no earlier than the first day after the date your bill is due. The termination date will be no less than 10 days from the date the notice is issued. The final date your account balance is due may not fall on a holiday, weekend day, or any other day that the REP's personnel are not available to take payments. If payment is received, or satisfactory payment arrangements are made prior to the date of termination on the Termination Notice, your REP will continue to serve you under the Terms of Service Agreement in effect prior to issuance of the Termination Notice.

Your REP cannot terminate your 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 for more than 6 months (except 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; or
- failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event the LDC is unable to read the meter due to circumstances beyond its control.

Additionally, your REP may not terminate your service if it receives notification by the final due date stated on your termination notice that an energy assistance provider will be forwarding sufficient payment on your account, and you have paid or made arrangements to pay any outstanding debt not covered by the energy assistance provider.

**Disconnection of Service:** The PUC has provided that under certain dangerous circumstances (such as unsafe electric line situations) any REP, including the Provider of Last Resort (POLR), may authorize your LDC to disconnect your electric service without prior notice to you. Additionally, your REP may be allowed to seek to have your electric service disconnected for any of the reasons listed below:

- failure to pay a bill owed to the REP or to make a deferred payment arrangement by the date of disconnection;
- failure to comply with the terms of a deferred payment arrangement or other payment agreement made with the REP;
- using service in a manner that interferes with the service of others or the operation of nonstandard equipment;
- failure to pay a deposit required by the REP; or
- failure of a guarantor 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.

Prior to disconnecting your service, your REP must provide you with a written Disconnect Notice. This notice must be mailed to you separately (or hand-delivered) no earlier than the first day after the date your bill is due. 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 the REPs personnel are available to take payments and service can be reconnected.

Your REP may not seek to have your electric service disconnected by your LDC for any of the reasons listed under the Termination of Service section of this document.

Additionally, your REP may not disconnect your electric service:

- if the REP receives notification by the final due date stated on the disconnection notice 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.
- for non-payment during an extreme weather emergency, and upon request, the REP must offer you a deferred payment plan for bills due during the emergency; or
- for non-payment if you inform the REP, prior to the disconnection date stated on the notice, that you or another resident on the premises has a critical medical need for electric service. However, to obtain this exemption, you must enter into a deferred payment plan with your REP and have the ill-person's attending physician contact the REP and submit a written statement attesting to the necessity of electric service to support life. This exemption from disconnection due to illness or disability shall be in effect for 63 days and may be applied for again after the 63 days has expired and the deferred payment plan has been fulfilled.

**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 has been disconnected by your REP for non-payment, your REP or the POLR will, upon satisfactory correction of the reasons for the disconnection, notify your LDC to reconnect 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 With Your Provider

**Complaint Resolution:** Please contact your REP if you have specific comments, questions or complaints. Upon receipt of a complaint, your REP 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, if available. Your REP 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 or the Office of the Attorney General, Consumer Protection Division. Please include your name and account number, as well as an explanation of the facts and the resolution you desire in your complaint. For a complaint involving a disputed bill, your REP may not initiate collection activities or termination or disconnection activities or report the delinquency to a consumer reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, your REP may terminate or disconnect your service for non-payment of any undisputed portion of the bill.

**Reporting Outages:** Your REP is responsible for providing you with the telephone number you may use to report outages or other emergencies.

### Other Protections

**Do Not Call List:** The PUC maintains a "Do Not Call List" of customers who do not want to receive telemarketing calls for electric service. Call toll-free 1-866-TXNOCAL(L) or 1-866-896-6225, or visit the PUC website at [www.puc.state.tx.us](http://www.puc.state.tx.us) to subscribe to the Do Not Call List.

**Language Availability:** You may request to receive information from your REP in Spanish, or any language in which you were initially solicited. This includes the Terms of Service Agreement, Electricity Facts Label, bills and bill notices, information on new electric services, discount programs, promotions, and access to customer assistance. You will receive this Your Rights as a Customer document and termination and disconnection notices in English and Spanish, or English and your designated language, if you have designated a language other than Spanish and were originally solicited in that language.

**Privacy Rights:** Except as described below, REPs may not release your proprietary customer information to any other person without your consent. This includes 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 your REP, consumer reporting agencies, law enforcement agencies or your LDC. A REP may also share this information with a third party for the purpose of marketing such party's products or services to you after you are provided an opportunity to opt-out of the release of your information. In addition, this prohibition does not apply to the release of prior historical usage upon request and authorization of a current customer or applicant of a premise. Industrial and commercial customers may contact their REP or LDC and designate that their prior historical usage is competitively sensitive in order to prevent the release of this information.

**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.

**Critical Care:** If an interruption or suspension of electric service will create a dangerous or life-threatening condition, you may qualify as a "critical care residential customer." Upon your request, your REP will provide to you a standardized Critical Care Eligibility Determination Form, which you must complete and return to your REP. The critical care request is evaluated and approved by the LDC; however, a customer may appeal the eligibility determination to the LDC. If not satisfied with the results of this appeal, the customer may file a complaint with the PUC. If approved, the designation is valid for one year, and your REP will send you a renewal application prior to the expiration of your designation. Qualification as a critical care residential customer does not relieve the customer of the obligation to pay the REP or the LDC for services rendered. However, a critical care residential customer who needs payment assistance is encouraged to contact their REP or LDC immediately regarding possible deferred payment options or other assistance that may be offered by the REP or LDC.

### Contact Information

**REP**  
Cirro Energy • 501 W. President George Bush Hwy • Suite 350 • Richardson, TX • 75080 • [www.cirroenergy.com](http://www.cirroenergy.com) • [service@cirroenergy.com](mailto:service@cirroenergy.com)

**REP Customer Service**  
Toll-free 24-Hour 800.MY.CIRRO  
(800.692.4776)  
Fax 972.759.0287

**Texas Public Utility Commission**  
Customer Protection Div. • P.O. Box 13326 • Austin, TX • 78711-3326 • [www.puc.state.tx.us](http://www.puc.state.tx.us) • [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us)  
Direct 512.936.7120  
Toll-free 888.782.8477  
Fax 512.936.7003

**Outage Numbers**  
TXU Electric Delivery Service Area 888.313.4747  
CenterPoint Energy / Reliant Service Area 800.332.7143  
AEP Texas Central / CPL Service Area 866.223.8508  
Texas-New Mexico Power / TNMP Area 888.866.7456  
AEP Texas North / WTU Service Area 866.223.8508