



Lubbock Power & Light® Service Area
MULTI LOCATION ENROLLMENT FORM

EMAIL TO: bbpinfo@xoomenergy.com

Effective Date: May 28, 2024

*Required

Form with fields: IBO Business ID (if applicable), * Business Entity Name (Customer Name), Business Partner Number (if applicable), Customer language selection for invoices and correspondence (check one): English Spanish, * Billing Address, SSN Number (last 4 digits) or Tax/Federal ID, * Contact Telephone, * Email Address

SERVICE ADDRESS [] Residential Meters Only attach additional sheets as needed

Form with fields: * Street Number, * Street Name, * City, * State TX, * ZIP Code

Table with 4 columns: Please check the appropriate box (Required), UNIT NUMBER, ESI ID # (prefix provided), EFFECTIVE DATE. Contains 9 rows of checkboxes for MOVE IN, MOVE OUT, SWITCH and unit numbers.

Residential: XOOM Energy Texas, LLC requires a minimum of three (3) business days to process service start or stop requests. I understand that the following information is required to begin the enrollment process with XOOM Energy Texas, LLC. I agree to be enrolled on the SimpleFlex UnBundled Plan with an energy charge of 10.7584¢ per kWh. I understand sample average pricing information for this product is provided on the enclosed Electricity Facts Label (EFL). There is a \$4.99 monthly base charge, no minimum term, no switching fee, and no penalty for early cancellation. As a part of this plan, your invoice will include transmission and distribution charges (TDSP Pass-Through Charges) assessed by the transmission and distribution company that will be passed through to your invoice without markup. This is a variable price plan, which means that after your first bill, your price may change in subsequent months at the sole discretion of XOOM Energy without prior notice to you. The energy consumption charge will be established on the first day of each month. You will be billed at the energy consumption charge in effect on your meter read start date plus the base charge and demand charge. I understand that I may be required to pay a deposit in order to enroll and that, if a deposit is required, information about deposit options are set forth in the Terms of Service document.

Authorization: By signing below, (i) I certify that I am at least eighteen (18) years of age and legally authorized by all necessary action to act on behalf of Customer to select and/or change the retail electric provider for the account(s) identified; (i) I have read and understand the terms of service for the product for which I am enrolling; (iii) I acknowledge that XOOM Energy Texas, LLC is authorized to become the retail electric provider for the service addresses listed above; (iv) I authorize XOOM Energy Texas, LLC to act as the Customer's agent to perform any necessary tasks to implement this change; (v) I authorize XOOM Energy Texas, LLC to obtain credit reports and/or other credit references in connection with the account(s) or other transactions with XOOM Energy Texas, LLC, and understand that an initial deposit may be required and failure to satisfy the deposit requirements will prevent completion of the enrollment; (vi) I understand that complete Terms of Service will be sent to the Customer's specified mailing address; and (vii) I understand that if I am switching to XOOM Energy from another retail electric provider that this agreement can be canceled without penalty or fee by contacting XOOM Energy Texas, LLC before midnight on the third business day following the date of authorization and receipt of the Terms of Service, as explained further in the Terms of Service.

Form with fields: * Requestor's Signature, * Date, * Requestor's Printed Name, Title, FOR XOOM USE ONLY, XD VW8X - Residential

For more information about this request, contact bbpinfo@xoomenergy.com or call our Customer Care line at 1-833-355-XOOM (9666). Our representatives are available to assist you Monday – Friday from 8:00 a.m. to 5:30 p.m.

INCOMPLETE REQUESTS WILL BE RETURNED TO SENDER FOR ADDITIONAL INFORMATION. PLEASE RETAIN A COPY OF THIS REQUEST FOR YOUR RECORDS.

Electricity Facts Label (EFL)
XOOM Energy Texas, LLC
SimpleFlex Unbundled
Lubbock Power & Light service area
Date: 04/30/2024

Electricity price	Average monthly use:	500 kWh	1000 kWh	2000 kWh	
	Average price per kWh:	18.2 ¢	17.7 ¢	17.4 ¢	
	This price disclosure is based on the following components:				
	Base Charge: \$4.99 per month				
	Energy Charge: 10.7584¢ per kWh				
	Lubbock Power & Light Delivery Charges: \$0.00 per month and 6.4420¢ per kWh				
	Your Transmission and Distribution Service Provider (TDSP) is LP&L. LP&L Delivery Charges include all recurring charges from LP&L passed through without mark-up.				
	This price disclosure is an example based on average usages - your average price for electricity service will vary according to your monthly usage.				
	<p>Except for price changes allowed by law or regulatory action, this price is the price that will be applied during your first billing cycle. This price may change in subsequent months at the sole discretion of XOOM Energy Texas LLC. After enrollment, the current price for the product is available by logging into your account at www.xoom.energy.com/myaccount or calling Customer Care at 1-833-355-9666. Please review the historical price of this product available at http://xoom.energy/tx-variable-resi-rates-en or call 1-833-355-9666.</p>				

Other Key Terms and questions	<i>See Terms of Service statement for full listing of fees, deposit policy, and other terms.</i>
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Disclosure Chart	Type of Product	Variable Rate
	Contract Term	Month-to-Month
	Do I have a termination fee or any fees associated with terminating service?	No
	Can my price change during the contract period?	Yes
	If my price can change, how will it change and by how much?	The price applied in the first billing cycle may be different from the price in this EFL if there are changes in TDSP charges, changes to the Electric Reliability Council of Texas or Texas Regional Entity administrative fees charged to loads; or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on us that are beyond our control. The price may change in subsequent months at the sole discretion of us.
	What other fees may I be charged?	For other fees, please reference these paragraphs in the Terms of Service: Price, Billing, Payment and Collection.
	Is this a pre-pay or pay in advance product?	No
	Does REP purchase excess distributed renewable generation?	No
	Renewable Content	This product is 20% renewable.
	What is the statewide average for renewable content?	The statewide average for renewable content is 31%.

XOOM Energy Texas LLC, P.O. Box 1187 Houston, TX 77251-1187, www.texas.xoomenergy.com
Customer Care: 1-833-355-9666 | Email: customer care@texas.xoomenergy.com | Hours of Operation:
Monday - Friday 7 a.m. to 10 p.m. CST, Saturday 8a.m. to 6 p.m. CST PUCT Certificate #10203

**Texas – Residential
Terms of Service
Electric Power Service**

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Texas, LLC (“XOOM Energy”) for any reason, please contact us. Public Utility Commission of Texas (“PUC”) rules applicable to electric service, including those referenced in this document, can be viewed at: <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>

Contact Information: You may contact XOOM Energy directly by calling toll-free **1-833-355-XOOM** (1833-355- 9666) during our service hours: Monday – Friday 7 a.m. to 10 p.m. CST, Saturday – 8 a.m. to 6 p.m. CST; by sending a letter to: XOOM Energy, Texas, LLC, P.O. Box 1187, Houston, TX 77251-1187; or by sending an email to customercare@texas.xoomenergy.com and include your account number or ESI ID (Electric Service Identifier) Number in the subject line. Our website is xoomenergy.com. XOOM Energy’s retail electric provider (“REP”) Certificate Number is: 10203.

Service & Term: Your Contract with XOOM Energy includes these Terms of Service, your enrollment authorization, the Electricity Facts Label (“EFL”), and the “Your Rights as a Customer” disclosure document, as they may be amended from time to time (“Contract” or “contract”). The terms “include(s)” or “including” mean “including without limitation.” By accepting electric service from XOOM Energy, you are entering into a contract with XOOM Energy and will be bound by the provisions of the Contract, including these Terms of Service. Your Contract term is stated in your EFL.

Price: You agree to pay the price indicated in the EFL and all amounts shown on your bill. Some products may require an advanced meter (smart meter) that records your usage more frequently and you will only be eligible for these prices if the appropriate meter and any other necessary equipment are installed at your location.

You agree to pay non-recurring fees charged by the transmission and distribution service provider (“TDSP”) that are necessary to implement and/or maintain electric or outdoor lighting service for you. Non-recurring fees by the TDSP may include, service connection, disconnection or reconnection fees, meter test fees or special out-of-cycle meter read fees.

You agree to pay any Taxes and any fees charged by any governmental entity. The price, non-recurring fees and Taxes will be reflected on your monthly bill as Current Charges.

XOOM Energy will charge \$35 for each payment transaction that is returned unpaid or not processed including: 1) returned checks, 2) returned electronic fund transfers, and 3) rejected credit card transactions. This charge will be reflected as Returned Payment Charge on your monthly bill, if applicable. You may be charged a \$10 Disconnection Notice Fee if XOOM Energy sends a disconnection notice. You may also be charged a \$35 Disconnect Recovery Charge if you do not pay the past due amount before the date your service is subject to disconnection as stated on your disconnection notice, regardless of an extension on your account for any reason, including your eligibility for payment assistance or a deferred payment plan. The Disconnect Recovery Charge of \$35 will be assessed on your account if you do not pay the past due amount before the date your service is subject to disconnection. These charges may apply regardless of whether your electric service is disconnected.

In all events, you shall remain obligated to pay for all electric power received by you and any interest, fees and penalties incurred by XOOM Energy. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM Energy.

Optional Outdoor Lighting Service: If you have outdoor lighting service, you will pay the price for your specific outdoor lighting type described in the Miscellaneous Lighting Service or Outdoor Lighting EFL under the contract.

XOOM ENERGY TERMS OF SERVICE

Right of Rescission:

If you are switching to XOOM Energy from another REP, you may cancel your acceptance of this Contract with XOOM Energy without penalty or fee by contacting XOOM Energy before midnight, central time, of the third federal business day after the date of your receipt of the Contract documents ("Cancellation Period"). You may cancel your contract during the Cancellation Period by calling XOOM Energy Texas at 1-833-355-9666 or by sending an email to customercare@texas.xoomenergy.com. Please include the following: (1) request to cancel contract; (2) name, address, phone number; and (3) Account Number or ESI ID Number.

Termination: Your Contract term is stated in your EFL. At the end of your Contract term, you may terminate or cancel your Contract by switching to a new provider. Any Third-Party Services that are included on your bill will automatically terminate when your electric service Contract with XOOM Energy is cancelled. If you cancel or terminate the contract before the end of your contract term, you agree to pay the penalty or fee for early cancellation indicated in the EFL, if any, and you must select another REP to continue to receive electric service.

XOOM Energy's obligations will end after the meter read date where we are no longer designated as your REP or when your electric service is disconnected by the TDSP. Your obligations under the contract will end when your account balance is paid in full.

Moving: If you move from your existing premise during the contract term and provide a forwarding address to us, you will not be responsible for the cancellation fee stated in the EFL. We may also request that you provide reasonable evidence that you no longer occupy the location covered by the contract. To ensure timely processing, you should notify us at least 3 business days before the requested termination date.

XOOM Energy does not have control over, and shall not be responsible for, any delay, failure or inability by the TDSP, Electric Reliability Council of Texas ("ERCOT"), or any other entity that is responsible for performing actions necessary to discontinue service in your name. You may incur additional charges for anything other than non-standard moves.

Disconnection of Your Electric Services: XOOM ENERGY MAY REQUEST DISCONNECTION OF YOUR ELECTRIC SERVICE IF YOU DO NOT PAY YOUR DEPOSIT OR THE PAST DUE AMOUNT OF YOUR ELECTRIC SERVICE BILL IN FULL BY THE DUE DATE ON THE DISCONNECTION NOTICE. XOOM Energy will notify you in writing at least 10 calendar days before disconnecting your electric service.

XOOM Energy may request disconnection of your electric service without prior notice immediately 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.

Average Billing: The Average Billing option helps you manage your electricity budget by allowing you to pay an averaged amount every month. To calculate the amount that you will pay each month, we add your current bill amount to your previous 11 bill amounts for your service address, if available. We then take the total and divide the amount by 12 or by the total months available for your service address. If you do not have previous bills in your name at the service address or if you do not have 11 monthly bills at the service address, we take the previous usage that is available for the service address and apply your current price to calculate your average monthly payment amount. Finally, we add or subtract 1/12th of any Deferred Balance that you have accumulated. The Deferred Balance is any difference between your average monthly payment amount and your actual monthly charges. In the event the contract is canceled or terminated, or your electric service is disconnected, the Average Billing option does not affect your obligation to pay for all actual usage.

XOOM ENERGY TERMS OF SERVICE

Automatic Bank Draft: You may conveniently pay your bill by automatic bank draft. You can sign up for this billing option via your online account, or by completing our Automatic Payment Authorization Form, which is available upon request.

Automatic Credit Card Pay: You may pay your bill by Visa, MasterCard or Discover. You can sign up for this billing option via your online account, through a Call Center agent or IVR (Interactive Voice Response telephone system), or by completing our Automatic Payment Authorization Form, which is available upon request. Please note debit cards are not eligible for sign up via a Call Center agent or the IVR.

Online Account Management: You may view bills and usage history, pay your bill or set up automatic payments in one convenient location using your PC, tablet or smartphone.

Billing, Payment and Collection: You will receive a monthly bill that will include Current Charges and the Amount Due that will be due and payable sixteen (16) calendar days from the date shown on the bill. We may issue bills less frequently or send your bills electronically if you agree to accept alternate arrangements. If you do not pay your bill by the due date, we may charge you a Late Payment Penalty rate of 5%. The Late Payment Penalty will not apply to eligible low-income customers identified by the Low-Income List Administrator ("LILA"). Late Payment Penalties will not exceed the maximum amount permitted by Law. "Law" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction, including ERCOT.

XOOM Energy reserves the right to adjust your bill. XOOM Energy may calculate a bill based on estimated meter readings absent actual meter readings from TDSP or ERCOT. Once actual meter reading(s) are received, XOOM Energy will issue a bill or adjust on a subsequent bill. If you agree to purchase other products or services from XOOM Energy or you purchase products or services that are offered by XOOM Energy but provided from third parties (Third Party Services), you acknowledge that the bill XOOM Energy provides you may include the charges for those products and services. XOOM Energy will apply all payments you make on your bill first to the amounts you owe XOOM Energy for electric services.

Please call XOOM Energy if you anticipate having difficulty paying your bill by the due date. You may be eligible for a payment plan or a deferred payment plan option. By entering into a deferred payment plan, XOOM Energy may put a switch-hold on your account. A switch-hold means that you will not be able to buy electricity from other companies until you pay the past amount due or the total deferred balance, as applicable. If we put a switch-hold on your account, it will be removed after this payment or total deferred balance, as applicable, is paid and processed. While a switch-hold applies, if you are disconnected for not paying, you will need to pay XOOM Energy to get your electricity turned back on.

Deposits: XOOM Energy does not deny service based on your credit score. However, you may have to provide an initial deposit before receiving electricity service if you cannot demonstrate satisfactory credit. An initial deposit may also be required to receive electricity service, if you have been late paying your bill more than once during the last 12 months or your service has been disconnected for non-payment. You may be required to provide an additional deposit to continue to receive electric service if (1) your average annual electric service bill for the last 12 months is at least twice the amount of the original estimated annual bill, and (2) a notice for disconnection has been issued in the previous 12 months. If a deposit is required, the total amount of your deposit will not exceed an amount equal to the greater of either (1) the sum of the next two months estimated billings, or (2) one-fifth of the estimated annual billing.

If XOOM Energy holds your cash deposit longer than 30 days, your deposit will accrue interest from the day we received it at the interest rate established annually by the PUCT. XOOM Energy will credit any accrued interest on your deposit to your account either on your January bill each year or on your final bill. This PUCT rule can be viewed at:

<http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.478/25.478.pdf>.

If you are an eligible low-income customer identified by LILA and are required to pay a deposit greater than \$50, you will be eligible to pay your deposit in two installments.

XOOM ENERGY TERMS OF SERVICE

You also may avoid paying a deposit if (1) you have a satisfactory credit rating through a consumer reporting agency, (2) you are at least 65 years of age and you do not have a delinquent balance with your current electric service provider, or (3) you have been a victim of family violence and can provide a certification letter developed by the Texas Council on Family Violence. Please contact XOOM Energy for additional information if you believe you may be eligible for one of these options. You may send your letter to XOOM Energy by fax using our toll-free fax number 832-584-2041. If you establish satisfactory credit with XOOM Energy by making timely payments for 12 consecutive months, then we will apply the deposit plus accrued interest to your account. If you do not establish satisfactory credit with XOOM Energy during the time you receive service from XOOM Energy, then XOOM Energy will apply the deposit plus accrued interest against the outstanding balance equal to the deposit. XOOM Energy will bill you for any remaining balance and the bill will be due upon receipt. XOOM Energy will refund any credit balance to you or transfer the credit balance to your new REP, at your request and with your new REP's consent.

Anti-Discrimination: XOOM Energy cannot deny service or require a prepayment or deposit for services based on your 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.

XOOM Energy also cannot use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service for products with a contract term of 12 months or less.

Critical Care and Chronic Condition Customer: If you have a person permanently residing in your premise 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 premise 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, the PUC-approved form must be submitted by facsimile or other electronic means to your TDSP by a physician. The TDSP 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 TDSP will also notify us about your status. This PUCT rule can be viewed <http://www.puc.state.tx.us/agency/ruleslaws/subrules/electric/25.497/25.497.pdf>. 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 XOOM Energy.

Power Outages and Emergencies: Please call the number listed on your bill if you have an electrical emergency or power outage.

Dispute Resolution: In the unlikely event XOOM Energy cannot immediately respond to your question or complaint, XOOM Energy will promptly investigate the matter and report its 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 XOOM Energy's response you may contact the PUCT.

Authorization/Representation/Letter of Agency: By entering into this Contract, you acknowledge that you are the end-use customer, or a person legally authorized to execute this Contract on behalf of the end-use customer for electric power service and are at least eighteen (18) years of age. You agree to authorize XOOM Energy to obtain your credit information and you agree to authorize your prior retail electric provider and/or TDSP to release all information relating to your historical and current electric power usage, billing and payment history to XOOM Energy or its authorized representatives.

Limitations of Liability: YOU AGREE THAT CAUSES AND EVENTS BEYOND XOOM ENERGY'S CONTROL, INCLUDING ACTS OF GOD, ACTS OF ANY GOVERNMENTAL AUTHORITY, ACCIDENTS, STRIKES, LABOR TROUBLE, AND EVENTS OF FORCE MAJEURE OCCURRING WITH RESPECT TO THE TDSP, ERCOT, OR OTHER THIRD-PARTY SYSTEMS OR ASSETS (A FORCE MAJEURE EVENT), MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT XOOM ENERGY WILL NOT BE LIABLE FOR THOSE

XOOM ENERGY TERMS OF SERVICE

INTERRUPTIONS. YOU ALSO AGREE THAT XOOM ENERGY IS NOT RESPONSIBLE FOR GENERATING YOUR ELECTRICITY OR FOR TRANSMITTING AND DISTRIBUTING ELECTRICITY TO YOUR SERVICE ADDRESS. FURTHERMORE, YOU AGREE THAT XOOM ENERGY WILL NOT BE LIABLE WITH RESPECT TO ANY THIRD-PARTY SERVICES; THAT XOOM ENERGY'S LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE

LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US ARE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES. YOU WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES RESULT FROM NEGLIGENCE, WHETHER SOLE, JOINT, CONCURRENT, OR ACTIVE OR PASSIVE. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THE CONTRACT.

REPRESENTATIONS AND WARRANTIES: THE ELECTRICITY SOLD UNDER THIS CONTRACT WILL BE SUPPLIED FROM A VARIETY OF GENERATING SOURCES. IF YOU ELECT TO PURCHASE A RENEWABLE ENERGY PRODUCT, XOOM ENERGY WILL ENSURE THAT THE APPROPRIATE AMOUNT OF RENEWABLE ENERGY CREDITS (RECs) IS RETIRED TO AUTHENTICATE THE RENEWABLE ENERGY CONTAINED IN THE PRODUCT. THE TDSP OR ERCOT SYSTEM WILL NOT DELIVER ELECTRICITY FROM A SPECIFIC GENERATING SOURCE TO YOUR SERVICE ADDRESS. IF YOU PURCHASE RENEWABLE ENERGY FROM XOOM ENERGY, YOU ARE PROVIDING FINANCIAL SUPPORT FOR RENEWABLE ENERGY GENERATION SOURCES AND NOT RECEIVING THE PRECISE ENERGY GENERATED FROM THAT SOURCE. XOOM ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THE CONTRACT, AND XOOM ENERGY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, CONFORMITY TO MODELS OR SAMPLES AND FITNESS FOR A PARTICULAR PURPOSE.

Taxes: You will be responsible and indemnify XOOM Energy for any and all Taxes. "Taxes" means all federal, state and local taxes, fees, governmental charges, and assessments presently or hereafter imposed on you as purchaser of electricity, on XOOM Energy as seller of electricity or on electricity sales transactions, including gross receipts taxes, municipal administrative fees, and generation, utility, TDSP, regulatory, BTU or electricity taxes and assessments.

Provisions that Survive: Obligations regarding indemnity, payment of Taxes, limitations of liability, unenforceability and severability, and waivers will survive the termination of the contract indefinitely.

Unenforceability and Severability: If any provision of this contract is deemed invalid, illegal or otherwise unenforceable, you and we agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If a provision cannot be modified in a manner that would make it valid, legal and enforceable, the provision shall be severed from the contract, and all other provisions shall remain in full force and effect.

GOVERNING LAW: YOUR CONTRACT WITH XOOM ENERGY IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS. THE TEXAS UNIFORM COMMERCIAL CODE APPLIES TO THE TERMS OF SERVICE AND ELECTRICITY IS DEEMED A "GOOD". The Uniform Commercial Code can be viewed at the following website: <http://www.statutes.legis.state.tx.us/?link=BC>.

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. XOOM Energy may, without your consent, (i) as part of any financing or other financial arrangements, assign, sell or pledge this agreement or its accounts, revenues, or proceeds, or (ii) assign this agreement to an affiliate of XOOM Energy or to any other person or entity succeeding to all or a substantial portion of the assets of XOOM Energy.

Waiver: Any failure on our part to enforce any of the terms of this contract or to exercise any right under these terms and conditions shall not be considered a waiver of our right to enforce each and every such term or exercise such right or any other right under the contract.

Entire Contract: Your contract with XOOM Energy (as defined herein) constitutes the complete understanding between you and XOOM Energy with respect to its subject matter and supersedes all prior written and oral communications and representations.

XOOM ENERGY TERMS OF SERVICE
PRODUCT TYPE SECTION

XOOM Energy may offer the following product types. Only the specific section for your product type will apply to your contract. Your EFL contains your specific product type and term information.

Fixed-Rate Products (Term)

Changes to Contract Provisions: XOOM Energy can make changes to the provisions of the contract with appropriate notice except for changes to your price, other than stated in this section, or the length of your contract term. XOOM Energy will notify you of any material change to the contract in writing at least 14 days before any change to the contract will be applied to your bill or take effect. 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.

Your price during the contract term is only subject to change to reflect changes in the TDSP charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to load or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on REPs, including XOOM Energy, that are beyond the control of the REPs.

Contract Expiration Notice: We will send you three contract expiration notices, with the final one sent at least 14 days before the end of your initial contract term specified in your EFL. The notice will describe any renewal offers and additional service plans for your consideration. If you decide not to choose a new service plan upon the contract's expiration, you will continue to be served by XOOM Energy automatically pursuant to a default renewal product on a monthly basis after the end of your initial contract term, until you switch to another provider, select another XOOM Energy electric service plan, or we terminate or disconnect your electric service. The EFL for the default renewal product, which will contain the product's pricing terms, will be included in your final contract expiration notice from us. The default renewal product will have a variable price, which can change from month to month.

Variable-Rate Products (Month to Month)

Change to Contract Provisions: XOOM Energy can make changes to the provisions of the contract at any time with the appropriate notice except for changes to the length of your contract term. XOOM Energy will notify you of any material change to the contract in writing at least 14 days before any change to the contract will be applied to your bill or take effect. 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.

Your price will vary as set forth in your EFL without additional notice.

YOUR RIGHTS AS A CUSTOMER

Por favor refiérase a la parte interior de este documento para leer esta información en español.

This document summarizes Your Rights as a Customer and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUCT), which apply to all retail electric providers (REPs). You may view the PUCT's complete set of electric rules at: <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>.

For your convenience, contact information is located at the end of this document.

Obtaining 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 contact your chosen REP and request assistance. The affected REPs, TDU, and registration agent will work together to return you to your chosen REP in accordance with the market process approved by the PUCT.

Low Income Assistance

Financial and Energy Assistance: A customer who receives food stamps or Medicaid in their name from the Texas Department of Human Services (TDHS) may be eligible for inclusion on the Low-Income List Administrator (LILA) list. The PUCT has contracted with the LILA to administer the low-income customer identification process in cooperation with the Texas Health and Human Services Commission (HHSC). Inclusion on the LILA list may qualify you for certain benefits from your REP, including the ability to pay a required deposit that is greater than \$50 in two installments. For additional details, please contact your REP.

Billing Issues

Unauthorized Charges or “Cramming”: Before any new charges are included on your electric bill or deducted from your prepaid account balance, your REP must inform you of the product or service, all associated charges, and how these charges will be applied to your electric bill or charged to your prepaid account balance, and obtain your consent for the product or service. If you believe your account balance includes unauthorized charges, you may contact your REP to dispute such charges and may file a complaint with the PUCT. Your REP will not seek to terminate or disconnect 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 account balance, and refund or credit all money you paid for any unauthorized charge within 45 days. If charges are not refunded or credited within three billing cycles, interest shall be paid to you at an annual rate established by the PUCT on the amount of any unauthorized charge until it is refunded or credited.

You may request your account balance records under the REP's control related to any unauthorized charge 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.”

For postpaid electric service, a deferred payment plan allows the customer to pay an outstanding bill in installments beyond the due date of the next bill. For prepaid electric service, a deferred payment plan allows the customer to pay a negative current balance over time. For both postpaid and prepaid electric service customers, the REP may require an initial payment to initiate a deferred payment plan and may include a five percent penalty for late payment. While you are on a deferred payment plan, a switch-hold may be applied to your account, which means that you will not be able to buy electricity from other REPs until you pay the total deferred balance. If you do not fulfill the terms of the deferred payment plan, a REP may terminate or disconnect your service. For additional details on these programs, please see your Terms of Service or contact your REP for further information.

A REP must offer a deferred payment plan to postpaid electric service customers who have been under-billed by \$50 or more for reasons other than theft of service, as directed by the PUCT during a state of disaster declared by the governor in the areas covered by the disaster, or upon request for bills that are due during an extreme weather emergency. Additionally, for a bill that becomes due in January or February, (if in the prior month a TDU notified the PUCT of an extreme weather emergency for the residential customer's county for at least 5 consecutive days during the month) or July, August, or September, a REP must offer postpaid electric service residential customers, upon request, a deferred payment plan or level or average payment plan if the customer:

- Is not on an existing deferred, level, or average payment plan; and
- Is designated as a Critical Care or Chronic Condition Residential Customer; or
- Has expressed an inability to pay, unless the customer
 - has been disconnected during the preceding 12 months;
 - has submitted more than 2 payments during the preceding 12 months that were found to have insufficient funds available; or
 - has been the REP's customer for less than 3 months, and do not have sufficient credit or a satisfactory history of payment with a previous REP or utility.

A REP must offer a deferred payment plan to prepaid electric service residential customers who have been underbilled by \$50 or more for reasons other than theft of service; upon request, when the customer's current balance is \$50 or more during an extreme weather emergency; or during a state of disaster declared by the governor in the areas covered by the declaration and the PUCT directs that deferred payments plans be offered.

Postpaid electric service customers who are not delinquent in payment may also be eligible for a level or average payment plan. If you are delinquent in payment, your REP may offer you a level or average payment plan but a switch-hold may be applied to your account. For additional details on these programs, please see your Terms of Service or contact your REP for further information.

Meter Testing: The meter located at your premise can be tested once every four years at no cost to you. Your REP can make the request for a meter test on your behalf. If the meter has been tested 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 TDU. The TDU will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter. You have the right to be instructed on how to read the meter. Please contact your REP for further information.

Disconnection and Reconnection of Electric Service

Disconnection of Service: If you do not pay your electric bill by the due date, your REP may request that the TDU disconnect your electric service. For postpaid electric service customers, 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 REP's personnel are available to take payments and service can be reconnected. If, however, you have a Critical Care or Chronic Condition Residential Customer designation, you and any secondary contact listed on the PUCT-approved application form will receive written notice of the REP's intent to disconnect service no later than 21 days prior to the date that service will be disconnected.

In addition to non-payment of an electric bill by the due date, your REP may seek to have your electric service disconnected by the TDU for any of the following reasons:

- failure 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.

A written Disconnection Notice is not required for customers on prepaid electric service products. Prepaid electric service customers will receive a low balance warning at least 1 day and not more than 7 days before the account's current balance is estimated to fall below the disconnection balance and is subject to disconnection. In addition to failing to maintain a positive prepaid credit balance, a REP may disconnect a prepaid electric service customer for failing to comply with the

terms of a deferred payment arrangement or other payment agreement made with the REP. The disconnection may not fall on a weekend day or holiday unless the specified mechanisms used to take payment are available.

The PUCT has provided that under certain dangerous circumstances (such as unsafe electric line situations) your REP may authorize your TDU to disconnect your electric service without prior notice to you.

Your REP 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 more than 6 months earlier (except theft of service);
- failure to pay any disputed charges until your REP or the PUCT determines the accuracy of the charges and you have been notified of this determination;
- failure to pay charges arising from an underbilling due to faulty metering (unless the meter was tampered with); or
- failure to pay an estimated bill other than a bill rendered pursuant to an approved meter-reading plan, unless the bill is based on an estimated meter read by the TDU.

Additionally, your REP may not disconnect your electric service:

- for non-payment during an extreme weather emergency;
- for residential customers, if the REP receives notification that the energy assistance provider is forwarding sufficient payment for your account provided that such notification is received by the due date stated on the disconnection notice, and you either pay or make payment arrangements to pay any outstanding debt not covered by the energy assistance provider; or
- for residential customers, for non-payment if you inform the REP, prior to the disconnection date stated on the notice, that that you or another resident at the premises is a Critical Care Residential Customer. However, to obtain this exemption, you must enter into a deferred payment plan with the REP and have the Critical Care Residential Customer'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 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.

Reconnection of Service: If your service has been disconnected by the REP for non-payment, the REP will, upon satisfactory correction of the reasons for the disconnection, notify your TDU to reconnect your service. If your service was disconnected due to a dangerous situation, your service will be reconnected once you notify your REP that you have corrected and satisfactorily resolved the dangerous situation.

TDU Procedures for Implementing Involuntary Load Shedding

ERCOT Initiated Load Shedding: The Electric Reliability Council of Texas (ERCOT) manages the flow of electric power to more than 26 million Texas customers and must ensure that electricity supply is sufficient to meet customer demand (also called load) at all times. When there is not enough electricity available to serve demand and ERCOT has exhausted all other available solutions, ERCOT will instruct TDUs to reduce power on the system to avoid uncontrolled blackouts. This systematic reduction of power is known as an "Involuntary Load Shedding" event. During these events, customers may lose power for varying periods of time until ERCOT is able to restore balance to the electric system. For more information, please visit <https://xoomenergy.com/en/load-shed>

Critical Care and Chronic Condition Status

Critical Care or Chronic Condition Residential Customer: You have the right to apply for designation as a "Critical Care Residential Customer" or "Chronic Condition Residential Customer." A Critical Care Residential Customer is a residential customer who has a person permanently residing in his or her home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life. A Chronic Condition Residential Customer is a residential customer who has a person permanently residing in his or her 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 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 TDU by facsimile or other electronic means. The TDU will evaluate the form for completeness. Incomplete forms will be returned to you by the TDU for completion. The TDU 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 TDU 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 TDU will also notify you of the date a designation, if any, will expire, and whether you will receive a renewal notice. If the TDU 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 TDU will send you a renewal form, if applicable, prior to the expiration of your designation.

Designation as a Critical Care Residential Customer or Chronic Condition Residential Customer does not relieve the customer of the obligation to pay the REP or the TDU for services rendered. However, a Critical Care Residential Customer or Chronic Condition Residential Customer who needs payment assistance is encouraged to contact their REP immediately regarding possible deferred payment options or other assistance that may be offered by the REP.

For prepaid electric service customers, your REP will not be able to provide (or continue to provide) prepaid electric service to you if you indicate that your TDU has designated you as a Critical Care or Chronic Condition Residential. If you provide information to your REP, or if your REP receives information from the TDU, that your TDU has designated you as a Critical Care Residential Customer or Chronic Condition Residential Customer, your REP will work with you to transition you to another product or REP in a manner that avoids a service disruption.

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. 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 PUCT and the Office of Attorney General, Consumer Protection Division. For a complaint involving a disputed bill, your REP may not initiate collection activities, termination, or 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 disconnection notice for non-payment of any undisputed portion of the bill.

Other Protections

Do Not Call List: Customers may add their name, address, and telephone number to the statewide "Do Not Call List," which is intended to limit the number of telemarketing calls to you. You may sign up at <http://www.texasnocall.com/>. For an application or to register by phone, call toll-free 1-888-309-0600. You may also visit the PUCT's website at www.puc.state.tx.us to subscribe to the "Do Not Call" list. Your registered telephone number(s) will remain on the list for three years from the date your residential or wireless telephone number is first published on the 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 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 PUCT; an agent, vendor, partner, or affiliate of your REP engaged to perform any services for or functions on behalf of your REP; consumer reporting agencies; energy assistance agencies; law enforcement agencies; or your TDU. 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 TDU 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.

Governmental Entities: If you are a governmental entity as defined in the Prompt Payment Act (PPA), TEX. GOV'T CODE, 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.

Reporting Outages and Emergencies

Reporting Outages: Your REP is responsible for providing you with the telephone number you may use to report outages or other emergencies. For your reference, those numbers are:

CenterPoint Energy	1-800-332-7143 or 713-207-2222
Oncor Electric Delivery	1-888-313-4747
Texas New Mexico Power (TNMP)	1-888-866-7456
AEP Texas Central Company AEP Texas North Company	1-866-223-8508
Lubbock Power & Light	1-806-775-2509

Contact Information

Your REP	REP Customer Service	Public Utility Commission of Texas
<p>XOOM Energy Texas LLC Certificate No. 10203</p> <p>Mailing Address: XOOM Energy, Texas, LLC, P.O. Box 1187, Houston, TX 77251-1187</p> <p>Internet Address: https://texas.myxoomenergy.com</p>	<p>Residential Customers Toll-free: 833-355-XOOM (9666) 7 a.m. to 10 p.m. CT (Mon. - Fri.) and 8:00 am – 6:00 pm CT (Sat) Fax: 833-282-4776 Online: https://texas.myxoomenergy.com Email Address: customer@texas.xoomenergy.com</p> <p>Small Business Customers Toll-free: 833-355-XOOM (9666) 8 a.m. to 5:30 p.m. CT (Mon. - Fri.) Online: https://texas.myxoomenergy.com Email Address: customer@texas.xoomenergy.com (must indicate Account Number or ESI ID Number in subject line)</p> <p>Hearing & Speech Impaired (TTY): Toll-free: 1-800-735-2989</p>	<p>Mailing Address: P.O. Box 13326 Austin, TX 78711-3326</p> <p>Customer Protection Division: Direct: 512-936-7120 Toll-free: 1-888-782-8477 Fax: 512-936-7003</p> <p>Online: www.puc.texas.gov</p> <p>E-mail Address: customer@puc.texas.gov</p>

SUS DERECHOS COMO CLIENTE

Este documento resume Sus Derechos como Cliente y está basado en las reglas de protección del cliente adoptadas por la Comisión de Servicios Públicos de Texas (Public Utility Commission of Texas, PUCT). Puede consultar el reglamento completo de PUCT en esta página en inglés: <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>.

Para su comodidad, encontrará información de contacto al final de este documento.

Obtención del servicio

Cambio no autorizado de proveedor de servicio o “slamming”: los proveedores minoristas de electricidad (Retail Electric Providers, REP) deben obtener su autorización verificable antes de cambiar su servicio eléctrico. Si cree que su servicio eléctrico se cambió sin su autorización, comuníquese con el REP que seleccionó para solicitar asistencia. Los REP afectados, la Empresa de Transmisión y Distribución (Transmission and Distribution Utility, TDU) y el agente de inscripción colaborarán para que el REP que seleccionó vuelva a proporcionarle el servicio de acuerdo con el proceso de mercado aprobado por la PUCT.

Asistencia para usuarios de bajos ingresos

Asistencia económica y de energía: los usuarios que reciben estampillas de alimentos o Medicaid a su nombre por parte del Departamento de Servicios Humanos de Texas (Texas Department of Human Services, TDHS) podrían calificar para ser incluidos en la lista del Administrador de la Lista de Bajos Ingresos (Low-Income List Administrator, LILA). La PUCT tiene un contrato con LILA para administrar el proceso de identificación de clientes con bajos ingresos, en colaboración con la Comisión de Servicios Humanos y de Salud de Texas (Texas Health and Human Services Commission, HHSC). Estar incluido en la lista LILA podría darle derecho a ciertos beneficios de su REP, incluida la posibilidad de pagar en dos cuotas el depósito obligatorio cuando este sea superior a \$50. Para obtener más información, comuníquese con su REP.

Problemas de facturación

Cargos no autorizados o “cramming”: antes de incluir cargos nuevos en su factura de electricidad o deducirlos del saldo de su cuenta de prepago, su REP debe informarle del producto o servicio, de todos los cargos relacionados y de cómo se aplicarán estos cargos a su factura de electricidad o se cargarán al saldo de su cuenta de prepago, y debe obtener su consentimiento para dicho producto o servicio. Si cree que el saldo de su cuenta incluye cargos no autorizados, puede comunicarse con su REP para disputar dichos cargos y también puede presentar una queja ante la PUCT. Su REP no procurará terminar ni desconectar su servicio de electricidad por no pagar cargos no autorizados, ni presentará un informe crediticio desfavorable contra usted por cargos disputados y no pagados que supuestamente no hayan sido autorizados, a menos que la disputa se resuelva en última instancia en su contra. Si se determina que los cargos no fueron autorizados, su REP dejará de cobrarle por el servicio o producto no autorizado, eliminará el cargo no autorizado del saldo de su cuenta y le reembolsará o acreditará todo el dinero que haya pagado por cualquier cargo no autorizado en un plazo de 45 días. Si no se reembolsan ni acreditan los cargos dentro de tres ciclos de facturación, se le pagarán intereses a una tasa anual establecida por la PUCT sobre la cantidad del cargo no autorizado hasta que este se reembolse o acredite.

En relación con cualquier cargo no autorizado, puede solicitar todo el expediente de saldos de su cuenta que el REP tenga bajo su control en un plazo de 15 días hábiles después de la fecha en que dicho cargo no autorizado se haya eliminado de su factura. Su REP no le facturará nuevamente por ningún cargo que se determine que no fue autorizado.

Planes de pago diferido y otros acuerdos de pago: si no puede pagar su factura, llame a su REP de inmediato. El REP podría ofrecerle un acuerdo de pago a corto plazo que le permita pagar su factura después de la fecha de vencimiento, pero antes de la fecha de vencimiento de la próxima factura. Además, podría calificar para un “plan de pago diferido”.

En caso del servicio eléctrico con postpago, el plan de pago diferido le permite al cliente pagar una factura pendiente a plazos después de la fecha de vencimiento de la siguiente factura. En caso del servicio eléctrico prepago, el plan de pago diferido le permite al cliente pagar un saldo actual negativo durante un periodo de tiempo. Tanto para los clientes de servicios eléctricos con postpago como prepagados, el REP podría exigir un pago inicial para iniciar un plan de pago diferido y podría incluir una penalización del cinco por ciento por retraso en el pago. Mientras se encuentre en un plan de pago diferido, podría aplicarse un bloqueo de conexión a su cuenta. Esto significa que no podrá adquirir electricidad de otros REP hasta que pague el total del saldo diferido. Si no cumple los términos del plan de pago diferido, su REP podría

terminar o desconectar el servicio. Para obtener detalles adicionales sobre estos programas, consulte sus Términos de Servicio o comuníquese con su REP para obtener más información.

El REP debe ofrecer un plan de pago diferido a los clientes del servicio eléctrico con postpago a los que se les haya cobrado \$50 o más por debajo de lo debido por razones distintas al robo del servicio, según las indicaciones de la PUCT, durante una situación de desastre declarada por el gobernador en las áreas cubiertas por dicho desastre, o al solicitar el pago de facturas durante una emergencia de clima extremo. Además, en el caso de una factura que vence en enero o febrero (si en el mes anterior alguna TDU notificó a la PUCT sobre una emergencia de clima extremo en el condado del cliente residencial durante al menos 5 días consecutivos durante el mes) o bien en julio, agosto o septiembre, el REP debe ofrecerle al cliente residencial del servicio eléctrico con postpago, previa solicitud, un plan de pago diferido o un plan de pago nivelado o promedio si dicho cliente:

- no se encuentra en un plan de pago diferido, nivelado o promedio; y
- está designado como Cliente Residencial con Cuidados Críticos o con Condiciones Crónicas; o
- ha expresado su incapacidad de pagar, a menos que el cliente:
 - haya tenido una desconexión del servicio en los 12 meses anteriores;
 - haya efectuado más de 2 pagos durante los últimos 12 meses en los cuales se determinó que no contaba con suficientes fondos disponibles; o
 - haya sido cliente del REP durante menos de 3 meses, y no tenga crédito suficiente o un historial de pagos satisfactorio con un REP o empresa de servicios públicos anterior.

El REP debe ofrecer un plan de pago diferido a los clientes residenciales con servicio eléctrico prepago a los que les haya cobrado \$50 o más por debajo de lo adeudado por razones distintas al robo del servicio; a solicitud, cuando el saldo actual del cliente sea de \$50 o más durante una emergencia de clima extremo; o cuando el gobernador declare una situación de desastre en las áreas cubiertas por dicho desastre y la PUCT ordene que se ofrezcan pagos diferidos.

Los clientes del servicio eléctrico con postpago que no tengan ningún pago vencido también podrían calificar para un plan de pago nivelado o promedio. Si tiene pagos vencidos, su REP podría ofrecerle un plan de pago nivelado o promedio, pero podría aplicarle un bloqueo de conexión a su cuenta. Para obtener detalles adicionales sobre estos programas, consulte sus Términos de Servicio o comuníquese con su REP.

Pruebas al medidor: es posible hacerle pruebas al medidor ubicado en su propiedad una vez cada cuatro años sin costo alguno para usted. Su REP puede solicitar que se le haga una prueba al medidor en su nombre. Si se le hacen pruebas al medidor más de una vez en un periodo de cuatro años y se determina que está funcionando correctamente, entonces se le podría hacer un cargo por la prueba o pruebas adicionales con la tarifa aprobada para su TDU. La TDU le informará sobre el resultado de la prueba, la fecha de realización, la persona que la hizo y, si corresponde, la fecha en que se retiró el medidor. Tiene el derecho a recibir instrucciones sobre cómo leer el medidor. Póngase en contacto con su REP para obtener más información.

Desconexión y reconexión del servicio eléctrico

Desconexión del servicio: si no paga su factura de electricidad en la fecha de vencimiento, su REP podría solicitar que la TDU desconecte su servicio eléctrico. En el caso de los clientes de servicio eléctrico con postpago, el REP debe proporcionarle un Aviso de Desconexión por escrito antes de desconectar su servicio. Este aviso debe enviarse por correo por separado (o entregársele en persona) no antes del primer día luego de la fecha de vencimiento de su factura. La fecha de desconexión debe ser 10 días a partir de la fecha en que se emita el aviso y no puede caer en un día feriado ni en un fin de semana (ni el día anterior a estos), a menos que el personal del REP esté disponible para aceptar pagos y para reconectar el servicio eléctrico. Sin embargo, si tiene una designación de Cliente Residencial con Cuidados Críticos o Condiciones Crónicas, usted y cualquier contacto secundario que figure en el formulario de solicitud aprobado por la PUCT recibirán un aviso por escrito de la intención del REP de desconectar el servicio a más tardar 21 días antes de la fecha de desconexión.

Además de la falta de pago de una factura eléctrica para la fecha de vencimiento, su REP podría tratar de hacer que la TDU desconecte su servicio eléctrico por cualquiera de las siguientes razones:

- no establecer un acuerdo de pago diferido antes de la fecha de desconexión;
- no cumplir con los términos de un acuerdo de pago diferido u otro acuerdo de pago realizado con el REP;
- utilizar el servicio de manera que interfiera con el servicio de otros o con la operación de equipo no estándar;
- no pagar un depósito exigido por el REP; o

- no cumplir con el pago de la cantidad garantizada por parte de un garante cuando el REP tenga un acuerdo escrito, firmado por dicho garante, que permita la desconexión del servicio del garante.

No se requiere una notificación de desconexión por escrito para los clientes con servicio eléctrico prepagado. Los clientes con servicio eléctrico prepagado recibirán una advertencia de saldo bajo por lo menos 1 día y no más de 7 días antes de que se calcule que el saldo actual caerá por debajo del saldo de desconexión y quedará sujeto a desconexión. Además de por no mantener un saldo positivo de crédito prepagado, el REP puede desconectar a los clientes del servicio eléctrico prepagado por no cumplir con los términos del acuerdo de pago diferido u otro acuerdo de pago realizado con el REP. La desconexión no puede caer en un día de fin de semana ni en un día feriado, a menos que estén disponibles los mecanismos especificados para recibir pagos.

La PUCT ha dispuesto que bajo ciertas circunstancias peligrosas (como en situaciones de inseguridad en el cableado eléctrico) su REP podría autorizar a la TDU para que desconecte su servicio eléctrico sin previo aviso para usted.

Su REP no podrá autorizar la desconexión de su servicio eléctrico por ninguna de las siguientes razones:

- si un ocupante previo de la vivienda no pagó el servicio eléctrico, cuando dicho ocupante no forme parte de la misma vivienda;
- si no paga cualquier cargo no relacionado con el servicio eléctrico;
- si no paga cualquier tipo o clase diferente de servicio eléctrico no incluido en la factura de la cuenta al iniciar el servicio;
- si no paga cargos menores a los debidos que hayan ocurrido más de seis meses antes (excepto por el robo de servicio);
- si no paga cualquier cargo disputado hasta que su REP o la PUCT determine si los cargos están correctos y se le notifique esta determinación;
- si no paga los cargos que surjan como resultado de una facturación insuficiente debida a un medidor defectuoso (a menos que se haya manipulado el medidor); o
- si no paga una factura aproximada que no sea una factura emitida de conformidad con un plan aprobado de lectura de medidores, a menos que la factura se base en una lectura aproximada del medidor por parte de la TDU.

Además, su REP no puede desconectar su servicio eléctrico:

- por falta de pago durante una emergencia de clima extremo;
- en el caso de los clientes residenciales, si el REP recibe una notificación de que el proveedor de asistencia eléctrica está remitiendo un pago suficiente para su cuenta, siempre que la reciba antes de la fecha de vencimiento indicada en el aviso de desconexión y usted pague o llegue a un acuerdo de pago para saldar cualquier deuda pendiente no cubierta por el proveedor de asistencia eléctrica; o
- en el caso de los clientes residenciales, por no pagar si usted le informa al REP, antes de la fecha de la desconexión de la notificación indicada, que usted u otro residente del hogar es un Cliente Residencial con Cuidados Críticos. Sin embargo, para obtener esta exención, debe inscribirse en un plan de pago diferido con el REP, y el médico que atiende al cliente residencial con cuidados críticos se debe comunicar con el REP y enviar una declaración escrita en la que describa la necesidad del servicio eléctrico para mantenerle con vida. Esta exención de la desconexión tendrá una vigencia de 63 días y podría volver a solicitarse una vez transcurridos los 63 días y cumplido el plan de pago diferido.

Reconexión del servicio: si el REP desconectó su servicio por falta de pago, una vez que se hayan corregido satisfactoriamente los motivos de la desconexión, este notificará a la TDU para que le vuelva a conectar el servicio. Si se desconectara su servicio debido a una situación peligrosa, este se reconectará una vez que usted le notifique al REP que ya corrigió y resolvió satisfactoriamente dicha situación.

Procedimientos de la Unidad de Transmisión y Entrega (TDU) para implementar relevos de carga involuntarios

Relevo de carga iniciado por ERCOT: El Consejo de Confiabilidad Eléctrica de Texas (Electric Reliability Council of Texas, ERCOT) maneja el flujo de energía eléctrica a más de 26 millones de clientes en Texas y debe asegurar que el suministro de electricidad sea suficiente para satisfacer la demanda (también llamada carga) de los clientes en todo momento. Cuando no hay suficiente electricidad disponible para cumplir con la demanda y ERCOT ha agotado todas las demás soluciones disponibles, ERCOT les ordenará a las Unidades de Transmisión y Entrega (Transmission and Delivery

Units, TDU) que reduzcan la energía en el sistema para evitar apagones descontrolados. Esta reducción sistemática de energía se conoce como un evento de “Relevo de Carga Involuntario”. Durante estos eventos, los clientes podrían no tener electricidad durante varios periodos de tiempo hasta que ERCOT pueda restablecer el equilibrio en el sistema eléctrico. Para más información, por favor visite <https://xoomenergy.com/es/load-shed>

Clientes con Cuidados Críticos y Condiciones Crónicas

Clientes Residenciales con Cuidados Críticos o Condiciones Crónicas: tiene derecho a solicitar la designación como “Cliente Residencial con Cuidados Críticos” o “Cliente Residencial con Condiciones Crónicas”. Los Clientes Residenciales con Cuidados Críticos son clientes residenciales que tienen una persona que vive permanentemente en su casa y que ha sido diagnosticada por un médico como dependiente de un dispositivo médico que utiliza energía eléctrica para mantener la vida. Los Clientes Residenciales con Condiciones Crónicas son clientes residenciales que tienen una persona que vive permanentemente en su casa y que ha sido diagnosticada por un médico con una condición médica grave que requiere de un dispositivo médico que utiliza energía eléctrica, o que requiere calefacción o aire acondicionado eléctricos para evitar la pérdida de una función primordial para la vida a causa de un deterioro o empeoramiento significativo de su condición médica.

Si lo solicita, su REP le proporcionará un formulario de solicitud aprobado por la PUCT, mismo que usted y el médico del paciente deben llenar. El médico del paciente debe firmar y devolver electrónicamente el formulario de solicitud a su TDU por fax u otro medio electrónico. La TDU evaluará si el formulario está completo. La TDU devolverá los formularios incompletos para que sean completados. La TDU podría verificar la identidad y la firma del médico y podría rechazar una solicitud de designación si determina que la identidad o la firma del médico no son auténticas. La TDU le notificará a usted y a su REP el resultado final del proceso de solicitud, incluyendo si ha sido designado para el estado de Cliente Residencial con Cuidados Críticos o Cliente Residencial con Condiciones Crónicas. La TDU también le notificará la fecha en que vencerá la designación, de haberla, y si recibirá un aviso de renovación. Si la TDU no aprueba la solicitud, usted puede presentar una queja ante la PUCT. Si se aprueba, la designación de Cliente Residencial con Cuidados Críticos tiene una validez de dos años; y la designación de Cliente Residencial con Condiciones Crónicas tiene una validez de 90 días a un año. Su TDU le enviará un formulario de renovación, si corresponde, antes de que venza su designación.

La designación como Cliente Residencial con Cuidados Críticos o Cliente Residencial con Condiciones Crónicas no exime al cliente de la obligación de pagarle al REP o al TDU por los servicios prestados. Sin embargo, se exhorta a los Clientes Residenciales con Cuidados Críticos o Condiciones Crónicas que necesiten asistencia con sus pagos a que se comuniquen con su REP de inmediato con respecto a la obtención de opciones de pago diferido u otro tipo de asistencia que ofrezca el REP.

Si es cliente del servicio eléctrico prepago, su REP no podrá proporcionarle (o continuar proporcionándole) el servicio eléctrico prepago si indica que su TDU lo ha designado como Cliente Residencial con Cuidados Críticos o Condiciones Crónicas. Si le proporciona información a su REP, o si su REP recibe información de la TDU con respecto a que dicha TDU lo ha designado como Cliente Residencial con Cuidados Críticos o Cliente Residencial con Condiciones Crónicas, su REP trabajará con usted para hacer la transición a otro producto o REP de manera que se evite una interrupción del servicio.

Disputas con su proveedor

Resolución de quejas: comuníquese con su REP si tiene comentarios, preguntas o quejas específicas. Al recibir una queja, el REP debe investigar y notificarle sus hallazgos en un plazo de 21 días. Si no le satisfacen los resultados de la investigación, puede solicitar la revisión de un supervisor. Su REP le debe notificar los resultados de la revisión del supervisor en un plazo de 10 días hábiles luego de que presente su solicitud. Si no le satisfacen los resultados de la investigación o la revisión del supervisor, puede presentar una queja ante la PUCT y la División de Protección al Consumidor de la Oficina del Fiscal General. En caso de quejas que involucren una factura disputada, su REP no podrá iniciar actividades de cobranza, terminación o desconexión, ni podrá reportar un saldo vencido por la parte disputada de la factura ante ninguna empresa de informes crediticios. Sin embargo, luego de la debida notificación, su REP podría enviar un aviso de desconexión por falta de pago de cualquier parte no disputada de la factura.

Otras protecciones

Lista de No Llamar: los clientes pueden añadir su nombre, dirección y número de teléfono a la lista estatal de No Llamar, cuyo objetivo es limitar la cantidad de llamadas de telemarketing que reciben. Puede inscribirse en el sitio https://www.texasnocall.com/splash_TX_ES.asp. Para obtener una solicitud o inscribirse por teléfono, llame al número gratuito 1-888-309-0600. También puede visitar el sitio web de la PUCT en: <http://espanol.puc.texas.gov/consumer/>

para suscribirse a la lista de “No Llamar”. Los números de teléfono que registre permanecerán en la lista durante tres años a partir de la fecha en que su número residencial o móvil se publique por primera vez en la lista.

Disponibilidad en otros idiomas: puede pedir que su REP le envíe la información en español o en cualquier idioma en que se haya contactado originalmente. Esto incluye el Acuerdo de los Términos de Servicio, la Etiqueta de Información sobre la Electricidad (Electricity Facts Label, EFL), las facturas y las notificaciones de las facturas, la información sobre servicios eléctricos nuevos, programas de descuento, promociones y acceso a asistencia al cliente. Recibirá el documento Sus Derechos como Cliente y los avisos de desconexión en inglés y en español, o en inglés y su idioma designado, si designó un idioma que no sea español y se le contactó originalmente en ese idioma.

Derechos de privacidad: a excepción de lo que se describe a continuación, los REP no pueden divulgar la información de su propiedad acerca de sus clientes a ninguna otra persona sin su consentimiento. Esto incluye su nombre, dirección, número de cuenta, tipo o clasificación de servicio, consumo histórico de electricidad, patrones esperados de consumo, tipos de instalaciones utilizadas al proporcionar servicio, términos y condiciones individuales del contrato, precios, cargos actuales ni expedientes de facturación. Esta prohibición no se aplica a la divulgación de su información bajo ciertas circunstancias según lo requerido por ley, incluyendo la divulgación a la PUCT, a un agente, proveedor, socio o afiliado de su REP contratado para efectuar cualquier servicio o función en nombre de su REP, a las agencias de información al consumidor, a las agencias de asistencia energética, a las agencias de aplicación de la ley o a su TDU. El REP también puede compartir esta información con un tercero con el fin de comercializar los productos o servicios de dicho tercero con usted, después de haberle dado la oportunidad de rechazar la divulgación de dicha información. Además, esta prohibición no se aplica a la divulgación del consumo histórico anterior a la solicitud y con autorización de un cliente actual o solicitante de un local. Los clientes industriales y comerciales pueden comunicarse con su REP o TDU y designar que su consumo histórico anterior se vuelva confidencial desde el punto de vista de la competencia para evitar la divulgación de esta información.

Servicios especiales: su REP podría ofrecer servicios especiales para clientes con dificultades de audición y clientes con discapacidades. Si tiene una discapacidad o requiere ayuda especial respecto a su cuenta de electricidad, comuníquese con su REP para informarse acerca del proceso de calificación para estos servicios especiales.

Entidades gubernamentales: en caso de ser una entidad gubernamental como se define en la Ley de Pago Puntual (Prompt Payment Act, PPA) del CÓDIGO DE GOBIERNO DE TEXAS, Capítulo 2251 (consulte la página en inglés <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm>), es su responsabilidad informar a su REP de su situación para que se puedan aplicar las protecciones de la PPA. Si se trata de una entidad gubernamental sujeta a la PPA, su pago se convertirá en vencido según lo previsto en dicha ley; usted deberá calcular los intereses del pago vencido de conformidad con los términos de la PPA y remitirlos a su REP junto con dicho pago vencido. Las disputas de facturación entre una entidad gubernamental definida de conformidad con la PPA y un agregador o un REP sobre cualquier factura por el servicio del agregador o del REP, deberán resolverse según lo dispuesto en la PPA.

Reportes de apagones y emergencias

Reportes de apagones: su REP es responsable de proporcionarle el número de teléfono que puede utilizar para reportar apagones u otras emergencias. Como referencia, esos números son:

CenterPoint Energy	1-800-332-7143 o 713-207-2222
Oncor Electric Delivery	1-888-313-4747
Texas New Mexico Power (TNMP)	1-888-866-7456
AEP Texas Central Company AEP Texas North Company	1-866-223-8508
Lubbock Power & Light	1-806-775-2509

Información de contacto

Su REP	Servicio al cliente del REP	Comisión de Servicios Públicos de Texas
<p>XOOM Energy Texas LLC Certificado No. 10203</p> <p>Dirección postal: XOOM Energy, Texas, LLC, P.O. Box 1187, Houston, TX 77251-1187</p> <p>Sitio en internet: https://texas.myxoomenergy.com</p>	<p>Clientes residenciales Sin cargo: 833-355-XOOM (9666) 7 a.m. a 10 p.m. hora central (de Lun. a Vie.) y 8 a.m. a 6 p.m. hora central (Sáb) Fax :833-282-4776 En línea: https://texas.myxoomenergy.com Dirección de email: customercare@texas.xoomenergy.com</p> <p>Clientes de negocios pequeños Sin cargo: 833-355-XOOM (9666) 8 a.m. a 5:30 p.m. hora central (de Lun. a Vie.) En línea: https://texas.myxoomenergy.com Dirección de email: customercare@texas.xoomenergy.com (debe indicar el número de cuenta o el número ESI ID en la línea de asunto)</p> <p>Para personas con dificultades auditivas y del habla (TTY): Sin cargo: 1-800-735-2989</p>	<p>Dirección postal: P.O. Box 13326 Austin, TX 78711-3326</p> <p>División de Protección al Cliente: Directo: 512-936-7120 Sin cargo: 1-888-782-8477 Fax: 512-936-7003</p> <p>En línea: www.puc.texas.gov</p> <p>Dirección de email: customer@puc.texas.gov</p>