



**Welcome and thank you for choosing Vital Power!**

**Four Important Items for You to Know**

1. Your plan's Energy Fact Label (EFL), Terms of Services (TOS) with exhibit 1, and Your Rights as a Customer (YRAC) are enclosed.

2. You can manage your account and make payments 4 different ways.

- [www.vitalpowertexas.com](http://www.vitalpowertexas.com)

Always open-Your one stop resource for all your questions and account information. All your account information is available to you online. Simply click on the "My Account" link and enter your username and password. Review usage, previous payments, and invoices and make payments.

- **Call our 24 Hour Automated Account system at 844-227-2672**

Always open-Review account information and make payments.

- **ACE Check Cashing & Authorized Payment Centers**

Visit any ACE Check Cashing location or check the Authorized Payment Centers link located on the bottom right of our web site for a convenient payment location near you. Payment fees vary by location.

- **Call and speak to a live agent during business hours 844-674-4825**

Vital Power live agent customer service is open Monday through Friday 7 a.m.-7 p.m., Saturday 8 a.m.-5 p.m., and Sunday 9 a.m.-1 p.m. CST. A payment processing fee may be charged.

3. As a customer of Vital Power, we are offering you the ability to save money on your energy bills with no limit to the amount you could save. There is no better time than right now to **make some extra money**. We are excited to offer the **Energize Your Friends and Family** program to our select customers!

With the Energize Your Friends and Family program, simply refer a friend and you can earn a \$30 credit to your account. And that is **\$30 for every person you refer** with no limitation on the number of people you can refer. In addition, if your referral refers someone on their own, you get an **additional \$10** credit to your account. Wow! Get Free Energy for someone else's referral work!

Simply have your friend or family member call our referral hotline at 844-491-1774. They simply need to tell our friendly enrollment agent who referred them. Once they make their initial payment, we will do the rest.

4. **Not satisfied?**

Vital Power takes your satisfaction very seriously. If an agent or supervisor is not able to resolve your issue we have a dedicated toll free hotline. Simply dial 844-227-2679 select option 3. You can also email us at [customerservice@vitalpowertexas.com](mailto:customerservice@vitalpowertexas.com). We will respond within 1 business day.

***Thank You for choosing Vital Power as your energy provider.***

# Electricity Facts Label

Brooklet Energy Distribution, LLC DBA Vital Power-Simtricity Post-Paid 12 Plan - All TDU Territories  
Issue Date-6/24/2016

	Average monthly use:	500 kWh	1000 kWh	2000 kWh
Average price per kWh (CNP):		10.8 ¢	9.8 ¢	9.3 ¢
Average price per kWh (ONC):		9.9 ¢	8.9 ¢	8.5 ¢
Average price per kWh (AEPC):		11.5 ¢	10.2 ¢	9.5 ¢
Average price per kWh (AEPN):		11.1 ¢	9.6 ¢	8.9 ¢
Average price per kWh (TNMP):		10.9 ¢	9.6 ¢	9.0 ¢
Average price per kWh (Sharyland):		15.5 ¢	14.0 ¢	13.3 ¢
Average price per kWh (Sharyland McAllen):		11.2 ¢	10.0 ¢	9.5 ¢

<b>Electricity price</b>	<b><u>TDU:</u></b>	<b><u>Energy Charge</u></b>
	CNP	4.97 ¢ per kWh
	ONC	4.90 ¢ per kWh
	AEPC	5.12 ¢ per kWh
	AEPN	4.85 ¢ per kWh
	TNMP	5.15 ¢ per kWh
	Sharyland	4.85 ¢ per kWh
	Sharyland McAllen	5.12 ¢ per kWh
	Monthly Base Charge	\$4.50 per month
	Minimum Usage Fee (usage below 475 kilowatts for any billing cycle )	\$15.00 per month

The average prices shown above for the 12 months of service includes the energy charge, which includes energy costs and all recurring TDU fees, and monthly base charges as shown. Except for price changes allowed by law or regulatory action, this price is the price that will be applied beginning with your first day of service. TDU Delivery Charges will be passed through to customer as billed from the Transmission and Distribution Utility (TDU). For updated TDU delivery charge factors go to the TDU Charges link below. Average prices per kWh listed above do not include facility relocation fees or other charges ordered by a municipality (if applicable). There is a \$15.00 per month minimum usage fee that will be assessed against your account if your billing cycle usage is below 475 kilowatts.

TDU Charges: <http://www.vitalpowertexas.com/tdu-charges.pdf>

**Other Key Terms and questions**      *See Terms of Service statement for a full listing of fees and other terms.*

<b>Disclosure Chart</b>	Type of Product	Fixed Price Product
	Contract Term	12 months
	Do I have a termination fee or any fees associated with terminating service?	Yes, \$150
	Can my price change during the contract period?	No
	If the price can change, how will it change and by how much?	Except for price changes allowed by law or regulatory action, this price is the price that will be applied during your 12 month term.
	What other fees may I be charged?	Please see the Terms of Service for a full listing of non-recurring fees.
	Is this a pre-pay or pay in advance product?	No
	Does Vital Power purchase excess distributed renewable generation?	No
	Renewable Content	This product is 10.6% renewable.
	Statewide average for Renewable Content	10.70%



# Terms of Service

## Vital Power

### Simtricity Post-Paid Plans

Certificate No.: 10137  
[www.vitalpowertexas.com](http://www.vitalpowertexas.com)  
1(844) 674-4825 (8am-6pm M-F, 9am-1pm Sat CPT)  
P.O. Box 722434, Houston, TX 77272  
support@vitalpowertexas.com

**Welcome to Vital Power!** This Terms of Service (TOS) document is applicable for all of Brooklet Energy Distribution, LLC DBA Vital Power's. Simtricity PostPaid Plans and, along with the applicable Electricity Facts Label (EFL), explain your rights and responsibilities regarding electricity service, as well as our rights and responsibility to you. Together with the Your Rights as a Customer (YRAC) document and your authorization for enrollment, these documents constitute your contract with Vital Power. As your Retail Electric Provider (REP), we arrange with your transmission and distribution utility (TDU) for electricity to be delivered to your home or business. If you ever have any questions regarding your electricity service, please do not hesitate to contact us.

**Term of Our Agreement.** Your initial term of service with Vital Power will begin on the date on which the first reading of your meter is provided to Vital Power OR Vital Power has been confirmed as your Retail Electric Provider by the Electric Reliability Council of Texas (ERCOT) and will last for the term specified on your EFL. If you fail to pay the amount due on your invoice, your service is subject to disconnection. If you fail to have your service reconnected within 5 business days of its disconnection, this agreement may be terminated.

**Plan Eligibility.** All customers who enroll on any non pre-paid plan (fixed or variable are required to accept delivery of contract documents and other contract notices via electronic delivery (email). Customers on other post pay plans will be sent their contract documents electronically. As a result, the customer is required to provide an email address to Vital Power at time of enrollment and to maintain a valid email address during their contract with Vital Power for receipt of such documents. (The customer may opt to receive other documents such as bills, disconnect notices, and contract change notices from Vital Power, if Vital Power offers such option to the customer.)

**Pricing:** You agree to pay the Vital Power Charge and Base Charge shown on your EFL and all other 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. All Vital Power Charges and TDU charges are subject to the verification of the correct load profile and customer class as assigned by ERCOT.

Regardless of usage, you will be assessed a monthly Base Charge, as listed on your EFL, for each billing cycle, which is defined as a period bounded by a start date and stop date that the TDU uses to determine when a customer used electric service. A billing cycle may be less than 30 days but the monthly Base Charge will not be prorated. In no event will more than one monthly Base Charge be assessed per ESI-ID per billing cycle. This monthly Base Charge will be listed as a separate line item on your bill. If more than one ESI-ID is included in this agreement, you will be charged a separate monthly Base Charge for each included ESI-ID.

You will also be billed the Minimum Usage Charge (if one is shown on your EFL) for any consumption less than the threshold noted on your EFL in any given month. This minimum usage charge is calculated on a per ESI-ID basis.

Your EFL includes an estimation of all other recurring charges that you may expect to pay including TDU charges. Your TDU charges are listed as separate line items on your bill, and are not included in Vital Power Energy Charge, but will be in the total amount due on your bill statement. The TDU charges will be passed through to you without additional mark up and are subject to change per the discretion of your TDU and approval of the PUC.

All applicable governmental taxes and non-recurring TDU fees, such as, but not limited to, connection charges, move-in charges, meter installation charges and reconnection charges will also be listed separately on your bill. Please visit the PUC website at:

<http://www.puc.state.tx.us/industry/electric/rates/TDR.aspx> to view the rates for your TDU. All applicable non-recurring fees for Vital Power are described in the paragraph below and Exhibit 1 and will be listed separately on your bill.

If more than one meter identified by Electric Service Identifier ("ESI-ID") is included in this agreement, you will be charged for all of the usage at all of the included ESI-IDs.

#### Taxes

You will be responsible and guarantee us 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 us as seller of electricity, or on electricity sales transactions, including gross receipts taxes, municipal administrative fees, and generation, utility, TDU, regulatory, BTU or electricity taxes and assessments. If you are exempt from Gross Receipts Tax due to living in an unincorporated area, it is your responsibility to provide us with this information, so that Vital Power can update your account accordingly.



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**Pricing – Variable Price Product.** Vital Power will bill you an Energy Charge in accordance with your EFL for the Variable Price Product. All recurring Vital Power charges are determined by Vital Power each month and so may vary month-to-month without advance notice. The historical prices of this product are available at <http://www.vitalpowertexas.com> or call toll-free 1-844-674-4825. All subsequent month's prices will be posted on our website within the first 10 days of each month. Vital Power's recurring charges may also change to reflect adjustments resulting from federal, state or local laws that impose new or modified fees or costs on Vital Power that are beyond Vital Power's control. Such charges will be passed through to you without advance notice and shall be shown as one or more separate line items on your bill.

**Pricing – Fixed Rate Product.:** Vital Power will bill you an Energy Charge and Base Charge in accordance with your EFL for the Fixed Rate Product. Vital Power's recurring charges may change from the prices disclosed on your EFL solely to reflect actual changes in the TDU charges, changes to ERCOT or Texas Regional Entity administrative fees charged to loads or changes resulting from federal, state or local laws that impose new or modified fees or costs on Vital Power that are beyond our control. Such changes will be passed through to you without advance notice and will be shown as one or more separate line items on your bill or with a note on your bill that explains any such price change.

**Calculation of your charges:** Your electricity service charges shall be calculated as follows: Energy Charge (energy price per kWh x total kWh consumed) + Monthly Base Charge + TDU non-recurring discretionary charges + any applicable late fees or Vital Power non-recurring discretionary charges + all applicable taxes, including reimbursement of Gross Receipts Tax and PUC Assessment.

**Vital Power Non-Recurring Fees.** In addition to the recurring fees discussed above, please see Exhibit 1 for a listing of all non-recurring fees that can be assessed to you by Vital Power. Vital Power also reserves the right to pass through any other fees assessed to Vital Power by third parties (including, but not limited to, ERCOT, the PUC, or your TDU) to service the account.

**Promotional Credits.** Promotional credits may be claimed by an existing Vital Power customer (if offered) only once in any 6 month calendar period per ESI ID. The 6 month calendar will reset if a new customer provides satisfactory proof to Vital Power that they are new to the premise. Such proof may include a copy of the lease or mortgage closing documents, verifying that the customer is new to the premise.

#### PRODUCT TYPES

Vital Power offers 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)*

**Early Termination Fee:** Your contract has the early termination fee noted on your EFL. If you cancel your contract prior to the end of its term, you will be assessed this Early Termination Fee.

**Changes to Contract Provisions:** Vital Power can make changes to the provisions of the contract at any time during the contract term with appropriate notice except for changes to your price other than stated above or the length of your contract term. We will notify you of any material change to the contract in writing at least fourteen (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.

**Contract Expiration Notice:** A contract expiration notice will be sent to you at least 30 days but not more than 60 days before the end of your initial contract term specified in your EFL. You have the right to terminate your contract without penalty if you terminate your contract within 14 days of its expiration date. If you do not take action to ensure that you continue to receive service upon the expiration of your contract you will continue to be served by us automatically under a default renewal product on a monthly basis after the end of your initial contract term, until you switch to another provider, select another Vital Power electric service plan, or we terminate or disconnect your electric service.

**Default Renewal Product:** The Default Renewal Product applies to customers whose contract term has expired and who have not affirmatively selected a new product from Vital Power. You will not experience any interruption in your electric service, as you will automatically continue under Vital Power's month-to-month variable price plan product at the then current price. Your price will vary according to a method determined by Vital Power as set forth in the EFL provided with your contract expiration notice. A Customer's account that has transitioned to a Default Renewal Product may contact Vital Power to enroll on any applicable products that are offered at that time and there will be no termination fee associated with making this change.

##### *Variable Price Products (Month to Month)*



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Variable price products are only month-to-month and have a contract term of 31 days or less and a price that may vary without advance notice according to a method determined by the provider. The price of a variable price product can change after the first billing cycle at the discretion of the provider without contacting the customer first. An introductory rate may apply.

**Establishment of Satisfactory Credit.** You may qualify to receive service from Vital Power by demonstrating satisfactory credit by possessing a satisfactory credit score or providing a letter from your current or most recent Retail Electric Provider which verifies that you have been a customer of any REP or electric utility within the two years prior to your request for electric service from Vital Power, are not currently delinquent in payment for electric service, and during the previous 12 consecutive months have not been late paying your bill more than once or been disconnected for non-payment. Applicants or customers 65 years of age or older who are not currently delinquent in payment as well as victims of family violence are considered to have satisfactory credit once documentation substantiating that is received by Vital Power. Please contact us for additional information.

**Deposits.** Customers unable to demonstrate satisfactory credit may be required to post an initial deposit or other acceptable collateral to receive service. Estimated billings for an initial deposit from an applicant may be based upon a reasonable estimate of average usage for the customer class or may be based on the customer's estimation of anticipated usage or the premise's actual historical usage. Vital Power shall not require an initial deposit from an existing customer unless that customer, during the previous 12 months of service, has been late paying a bill more than once or has had service terminated or disconnected for nonpayment. Additional deposits may be required from an existing customer if the average of their actual billings for the last 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's electric service has been terminated or disconnected within the previous 12 months. Estimated annual billings for an initial or additional deposit from an existing customer shall be based upon actual historical usage; to the extent it is available. In no event will the total of an initial and an additional deposit exceed the greater of either the sum of your estimated billings for the next two months or one-fifth of your estimated annual billing.

If a deposit is required to maintain service with Vital Power, you shall receive written notice informing you of Vital Power's deposit policy. If any required deposit is greater than fifty dollars (\$50), customers who qualify for a rate reduction program may pay the deposit in two equal installments.

If an initial or additional deposit is required for an existing customer, Vital Power may require the customer to pay the deposit within ten days after issuance of a written notice that requests such deposit, and a disconnection notice may be combined with or issued concurrently with the request for deposit. Service may be terminated or disconnected, whichever is applicable, if the additional deposit is not paid within this ten day period if a written termination or disconnection notice has been issued to the customer.

**Interest On and Refund Of Deposits.** You will accrue interest on your deposit, if held more than 30 days, at an annual rate approved by the PUC. Your deposit will be refunded when you have paid your bill for electric service for 12 consecutive months without having any late payments. When your account with Vital Power is closed, your deposit and accrued interest, less any outstanding balance owed for electric service, will be refunded to you. Payment of accrued interest will be made once a year as a credit to your account.

**Refunds.** In the event you cancel or otherwise discontinue service with Vital Power and are owed a refund, we will attempt to refund such monies to you within 30 days of your service termination. However, such refunds can take up to an additional 60 days to process as we wait to receive final billing information and meter reads from your TDU. We rely on the TDU's final meter read information to prepare your final account balance and determine the proper refund balance. You can assist us in processing your refund check by providing us with a valid mailing address. Please note that there will be a Refund Check Fee of (see TOS fee exhibit 1) for all refund checks mailed to you which will be automatically deducted from your balance prior to issuing you a refund. Any energy credits provided by Vital Power to the customer will be reversed prior to calculating any remaining balance owed to the customer if the customer terminates their contract with Vital Power within 6 months of becoming a Vital Power customer. Any check issued to a customer that is not presented for payment within 60 days of issuance will be charged a cancellation fee \$25.00 and a stop payment may be issued on the check. If the refunded balance remains uncashed after 60 days of issuance, they will be subject to a Customer Account Maintenance Fee of \$9.95 monthly, up until depletion of the balance or until they are re-issued at the request of the customer.





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**Right of Rescission.** For switch requests, until midnight on the third federal business day after you receive this Terms of Service, you have the unconditional right to rescind this Agreement without penalty or fee of any kind. The right of rescission does not apply if you are requesting a move-in. To rescind, contact us before the deadline with the following: (1) your name; (2) account number; (3) the address of the service location; and (4) a statement that you are cancelling under the three-day right of rescission.

**Billing and Payment; Late Fees; NSF fees; Payment Methods.** We will provide a monthly bill that will be due and payable 16 calendar days from the date shown on the bill, except you agree that we may issue a bill less frequently if we do not receive meter readings or usage information from the TDU or ERCOT in time to prepare and send a monthly invoice. We reserve the right to adjust your invoice, and may calculate an invoice based on estimated meter readings absent actual meter readings from the TDU or ERCOT. Once actual meter readings are received, we will issue an invoice or make adjustments on a subsequent invoice. We may also 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 of 5% on the amount for the previous month's past-due electric service. Late Payment Penalties will not exceed the maximum amount permitted by the PUC.

Additionally, customers will be charged a fee as shown on Exhibit 1 for payments returned for: (1) insufficient funds; (2) a lack of available credit; (3) rejected credit card transactions; or (4) any other reasons for bank returns. Any check or electronic transfer returned by a bank for insufficient or unavailable funds will be treated as if we received no payment at all. If you have two or more returned payments in 12 months, you must pay us by money order or in cash. We are not responsible for notifying you of bounced checks or returned electronic payments.

We may use consumer reporting agencies to report and retrieve your credit information or that of any other responsible person. If you fail to make timely payments of the amounts due under this Contract, we reserve the right to refer the outstanding balance to an attorney or collection agency for collection. If we refer your outstanding balance to an attorney or collection agency for collection, or if we file a lawsuit, or collect your outstanding balance through probate, bankruptcy, or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney fees) that we incur in the collection process. "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.

In addition to making a payment via check and through the U.S. Mail, payments may be made using one of the following methods:

**Automatic Credit Card Pay:** You may pay your bill by Visa or Master Card.

**Online Account Management:** You may receive, view and/or pay your bill electronically through our online account management.

**Enrollment on AutoPay Mandatory.** You are required to enroll on Vital Power's AutoPay plan with either a MasterCard or a Visa. With Vital Power's AutoPay plan, payment for the full amount of each electric bill will be charged to your credit card on **(the payment due date/date of your choosing)**. You are responsible for ensuring that your credit card is in good standing. If you do not enroll in Auto Pay or Auto Pay fails you will be charge the Failed Auto Pay Fee (see fee exhibit for details).

If you agree to purchase other products or services from Vital Power or you purchase products or services that are offered by Vital Power but provided from third parties (Third Party Services), you acknowledge that the bill we provide you may include the charges for those products and services. We will apply all payments you make on your bill first to the amounts you owe us for electric service.

If you have any questions, concerns, billing inquiries, or you are interested in applying for the following services we offer, please contact our office for assistance.

**Alternate payment arrangements, payment assistance, and low income discounts.** Please contact us before the invoice due date if you will have difficulty making your payment. Together we may be able to work out an alternate payment plan, such as a courtesy deferment, or some other payment arrangement. We accept payment from a 3rd party on behalf of a customer. We will offer each customer the opportunity to contribute to a bill payment assistance program for qualified residential customers. We participate in state programs that offer rate reductions for low income customers who qualify.

**Deferred Payment Plans:** Vital Power offers a Deferred Payment Plan which allows a residential customer to pay an outstanding balance in installments over a period of time. To enroll in a Deferred Payment Plan we may require from you an initial payment of 50% of the outstanding balance on your account and for the remaining balance to be paid over five billing cycles. Your service may be terminated and disconnected if you do not meet the terms of the Deferred Payment Plan issued to you. You may request a deferred payment plan for bills that become due during



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extreme weather emergencies, during governor-declared disasters as directed by the Public Utility Commission, or if you have been underbilled by \$50 or more. You may also request a deferred payment plan for bills that become due in July, August or September (or in January or February in certain situations) if you are eligible to receive the LITE-UP (the Texas low-income) discount, are designated as a Chronic Condition or Critical Care Residential Customer, or if you cannot pay your bill on time unless (1) you have been disconnected for non-payment during the previous 12 months, (2) have made more than two payments during the previous 12 months that were returned due to insufficient funds available or, (3) you have received service from us for less than three months and you lack sufficient credit or a satisfactory history of payment for electric service from a previous retail electric provider. If you are on a deferred payment plan, your account will be subject to a switch-hold. A switch-hold means that you will not be able to buy electricity from other companies until you pay the total deferred balance. The switch-hold will be removed after your deferred balance is paid. While a switch-hold applies, if you are disconnected for not paying, you will need to pay us to get your electricity turned back on.

**Average Billing Plan:** Vital Power offers an average billing plan. With this plan your monthly payment will be based on the historical usage associated with your account. Your monthly payment amount may be adjusted quarterly based on your actual usage. We will notify you of any change in your average payment amount. We will reconcile your account at least annually and may charge or credit your account based on any difference between actual usage charges and payments received under the average billing plan. This program is available to any customer who is not currently delinquent in payment to Vital Power and any residential customer eligible to receive the LITE-UP discount. In the event the Terms of Service are canceled or terminated or your electric service is disconnected, the level or average billing option does not affect your obligation to pay for all actual usage.

**Collections.** We may collect any outstanding debts related to your account, including amounts related to a Deferred Payment Plan or Prior Account Deferred Payment Plan if you do not honor the terms of each plan. We may use debt collection agencies to collect any outstanding balances on your account. We, or anyone acting on our behalf, reserve the right to assess and collect from you, as a current or former customer, or other responsible persons any and all costs, fees or charges related to the collection of delinquent balances, including but not limited to commissions, costs, fees and attorney's fees incurred when recovering outstanding balances through the use of any collection agency or an attorney.

**Disconnection of Your Electric Service.** WE 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 DISCONNECT NOTICE. We will notify you before we disconnect electric service, as authorized by the PUC. If you receive a disconnection notice we may also charge you a Disconnect Fee if you do not pay the past due amount before the date your service is subject to disconnection as stated in the disconnection notice. This charge will apply regardless of whether your electric service is actually disconnected. A Vital Power Assistance program is also available to provide payment assistance to qualified customers who have experienced an emergency or temporary hardship impacting their financial status. The program is funded by contributions from Vital Power customers. You may contribute to this program on your bill each month. Vital Power also offers energy efficiency programs to all customers, including low-income customers.

**Disconnection Without Notice.** Vital Power or your TDU may disconnect your service without notice if a known dangerous conditions exists for as long as the condition exists; where service is connected without authority by a person who has not made application for service; where service is reconnected without authority after disconnection for nonpayment; where there has been tampering with the meter or other service provider equipment of the transmission and distribution utility, municipally owned utility, or electric cooperative; or where there is evidence of theft of service.

**Dispute or Complaints.** If you have any questions, concerns, or complaints, please contact us via our dedication hotline at 855-447-2946. In the unlikely event we cannot immediately respond to your question or complaint, we will promptly investigate the matter and report our findings to you. During this time, you will not be required to pay the disputed portion of your bill. If for any reason you are not satisfied with our response, you may contact the PUC.

**Right to Cancel Your Service.** You have the right to cancel your service without penalty if you are moving-out of your premise. We may ask you to provide us with reasonable evidence that you are moving. To cancel your service, please contact us.

**PUC Rules.** The complete text of the PUC Customer Protection Rules referenced herein can be found at <http://www.puc.state.tx.us/rules/subrules/electric/index.cfm>.

**Assignment; Release of Customer Information.** You may not assign this Agreement. By entering into this Agreement, you authorize your Local Distribution Utility to release all information to Vital Power that we need in order to provide you with electricity service including, but not limited to, your address, phone number, account number, historical usage information, and previous payment history.

**Refusal of Service.** We may refuse to provide you electric service for any of the reasons specified in §25.477 of the PUC Substantive Rules.



**Terms of  
Service  
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**Antidiscrimination.** Vital Power cannot deny service or require a prepayment or deposit for service based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer in a economically distressed geographic area, or qualification for low income or energy efficiency services. For residential customers, Vital Power cannot use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service for a product with a contract term of 12 months or less.

**Force Majeure.** Vital Power makes commercially reasonable efforts to secure electricity but does not guarantee a continuous supply of electrical energy. Vital Power does not generate, transmit, or distribute your electricity. Events that are outside the control of Vital Power ("Force Majeure Events") may result in interruptions or irregularities in your electric service. YOU AGREE THAT Vital Power WILL NOT BE HELD LIABLE FOR ANY INTERRUPTIONS OR IRREGULARITIES IN YOUR ELECTRIC SERVICE. YOU AGREE THAT Vital Power WILL NOT BE HELD LIABLE FOR ANY DAMAGES OR CONSEQUENCES RESULTING FROM SUCH FORCE MAJEURE EVENTS.

**Entirety.** This Agreement, along with the applicable EFL, YRAC and your enrollment authorization constitutes the entire agreement between Vital Power and you, the customer. This agreement supersedes any prior agreements or representations, whether oral or written, with respect to these Terms of Service. No modification by change, addition or deletion shall be enforceable unless reduced to writing as provided for in this Agreement.

**Limitations of Liability**

YOU AGREE THAT CAUSES AND EVENTS BEYOND OUR CONTROL, INCLUDING ACTS OF GOD, ACTS OF ANY GOVERNMENTAL AUTHORITY, ACCIDENTS, STRIKES, LABOR TROUBLE, AND EVENTS OF FORCE MAJEURE OCCURRING WITH RESPECT TO THE TDU, ERCOT, OR OTHER THIRD PARTY SYSTEMS OR ASSETS (A FORCE MAJEURE EVENT), MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU ALSO AGREE THAT WE ARE NOT RESPONSIBLE FOR GENERATING YOUR ELECTRICITY OR FOR TRANSMITTING AND DISTRIBUTING ELECTRICITY TO YOUR SERVICE ADDRESS. FURTHERMORE, YOU AGREE THAT WE WILL NOT BE LIABLE WITH RESPECT TO ANY THIRD PARTY SERVICES; THAT OUR 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, 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, WE WILL ENSURE THAT THE APPROPRIATE AMOUNT OF RENEWABLE ENERGY CREDITS (RECs) IS RETIRED TO AUTHENTICATE THE RENEWABLE ENERGY CONTAINED IN THE PRODUCT. THE TDU OR ERCOT SYSTEM WILL NOT DELIVER ELECTRICITY FROM A SPECIFIC GENERATING SOURCE TO YOUR SERVICE ADDRESS. IF YOU PURCHASE RENEWABLE ENERGY FROM US, YOU ARE PROVIDING FINANCIAL SUPPORT FOR RENEWABLE ENERGY GENERATION SOURCES AND NOT RECEIVING THE PRECISE ENERGY GENERATED FROM THAT SOURCE. WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THE CONTRACT, AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, CONFORMITY TO MODELS OR SAMPLES AND FITNESS FOR A PARTICULAR PURPOSE.

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

**Unenforceability.** If either party or its activities under the contract become subject to any Law enacted during the contract term that renders the contract unenforceable or illegal, then either you or Vital Power may terminate the contract without the consent of, and upon 30 days' notice to, the other, and without any obligation, payment or otherwise (other than payment obligations for electricity previously supplied to you).

**Governing Law**

YOUR CONTRACT WITH Vital Power 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>





**Terms of  
Service  
Vital Power  
Simtricity Post-Paid  
Plans**

Certificate No.: 10137  
[www.vitalpowertexas.com](http://www.vitalpowertexas.com)  
1(844) 674-4825 (8am-6pm M-F, 9am-1pm Sat CPT)  
P.O. Box 722434, Houston, TX 77272  
support@vitalpowertexas.com

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**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. Vital Power 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 Vital Power or to any other person or entity succeeding to all or a substantial portion of the assets of Vital Power.

**Waiver:** If either of us waives any one or more defaults by the other in the performance of any of the provisions of the contract, then such waiver will not be construed as a waiver of any other default or defaults whether of a like kind or of a different nature.



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**Exhibit 1**

**Vital Power Non-Recurring Credits, Fees & Charges**

In addition to the electricity usage fees discussed in your applicable Terms of Service, Vital Power may impose the following fees and charges as shown below.

Fee Name	Fee Amount
Disconnect Recovery Fee (*plus applicable TDU charges, if any-see link below)	\$25.00
Reconnect Recovery Fee (*plus applicable TDU charges, if any-see link below)	\$25.00
Late Fee Penalty (% of current charges)	5%
<i>A Premium Contact Fee may be applied for the following reasons:</i>	
- Process Payment via live agent (no fee for on line or automated system payments)	\$2.95
-Provide Account Protection (Courtesy Extension of Disconnect Date)	\$5.00
- Service Order Change Request (that requires revising a TDU request sent)	\$1.95
Declined payment fee (payment rejected for any reason)	\$1.95
Insufficient Funds or Returned Payments	\$25.00
Refund Processing Charge (will be deducted from closeout balance prior to issuing a refund)	\$2.95
Additional Billing Summary (1 Free per Year)	\$2.95
Check cancellation/reissuance fee (to void refunded check)	\$35.00
Inactive Account Maintenance Fee (charge to any inactive account with a credit balance)	\$9.95
Failed Auto Pay Fee (non set up or failure of auto pay payments)	\$15.00
Early Termination Fee-Fixed Rate Plan with 12 month term	\$150.00
Early Termination Fee-Fixed Rate Plan with 6 month term	\$100.00
Early Termination Fee-Fixed Rate Plan with 3 month term	\$75.00

Vital Power also reserves the right to pass through any other fees assessed to Vital Power by third parties (including, but not limited to, ERCOT, the PUCT, or your regional transmission and distribution company) to service the account.

**\*Common TDU Non-Recurring Fees**

These fees are subject to change by the TDU with PUCT approval. For a full list, and to view the most current prices, please visit:

<http://puc.state.tx.us/industry/electric/rates/TDR.aspx>

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

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

### BILLING ISSUES

**Unauthorized Charges or "Cramming":** Before any new charges for non-energy-related products or services 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 non-payment of an unauthorized charge or file an unfavorable credit report against you for disputed unpaid charges that are alleged to be unauthorized, unless the dispute is ultimately resolved against you.

If the charges are determined to be unauthorized, your REP will cease charging you for the unauthorized service or product, remove the unauthorized charge from your bill and refund or credit all money you paid for any unauthorized charge within 45 days. If charges are not refunded or credited within 3 billing cycles, interest shall be paid to you at an annual rate established by the PUC on the amount of any unauthorized charge until it is refunded/credited. You may request all billing records under the REP's control related to any unauthorized charges within 15 business days after the date the unauthorized charge is removed from your bill. Your REP will not rebill you for any charges determined to be unauthorized.

**Deferred Payment Plans and Other Payment Arrangements:** Brooklet Energy Distribution, LLC DBA Vital Power offers a Deferred Payment Plan which allows a residential customer to pay an outstanding balance in installments over a period of time. To enroll in a Deferred Payment Plan we may require from you an initial payment of 50% of the outstanding balance on your account and for the remaining balance to be paid over five billing cycles; or than no more than 50% of each transaction amount be applied towards the deferred payment plan. Your service may be terminated and disconnected if you do not meet the terms of the Deferred Payment Plan issued to you. You may request a deferred payment plan if your current balance reflects a negative balance of \$50 or more during an extreme weather emergency as long as you make this request within one business day after the weather emergency has ended; during governor-declared disasters as directed by the Public Utility Commission; or if you have been underbilled by \$50 or more. If you are on a deferred payment plan, your account will be subject to a switch-hold. A switch-hold means that you will not be able to buy electricity from other companies until you pay the total deferred balance. The switch-hold will be removed after your deferred balance is paid. While a switch-hold applies, if you are disconnected for not paying, you will need to pay us to get your electricity turned back on.

**Financial and Energy Assistance:** An electric customer who receives food stamps, Medicaid, TANF or SSI from the Texas Department of Human Services (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). A customer who currently receives these benefits automatically qualifies for a discount on electric service through the LITE-UP Texas program. Customers who do not currently receive these benefits but whose household income is not more than 125% of the federal poverty guidelines may apply for the discount. Contact LITE-UP Texas toll-free at 1-866-4-LITE-UP or 1-866-454-8387 for information on how to obtain the discounted rate.

**Meter Reading and Testing:** Please contact us for information regarding how to read your meter. You have the right to request a meter test. We will forward this request to your Transmission Distribution Utility (TDU) 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 TDU. The TDU or REP will advise you of the test result, including the test date, testing person and, if applicable, the removal date of the meter.

## **DISCONNECTION OF SERVICE**

**Failure to Pay:** For customers who do not pay their electric bill by the due date, their REP may request that the TDU “disconnect” the electric service, after the expiration of a required 10-day notice period (21 day period for Critical Care and Chronic Condition customers). Electricity will never be disconnected for non-payment on a holiday, weekend day, or an extreme weather day.

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

- where a known dangerous condition exists for as long as the condition exists;
- where service is connected without authority by a person who has not made application for service;
- where service is reconnected without authority after disconnection for nonpayment;
- where there has been tampering with the equipment of the TDU; or
- where there is evidence of theft of service.

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

- failure to pay a bill owed to the REP or to make a deferred payment arrangement by the date of disconnection stated on the disconnection notice;
- 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), or sent to you by email, if your REP has offered and you have agreed to receive disconnection notices from the REP by email, 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 (21 days for Critical Care and Chronic Condition customers) 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.

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 underbilled 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;
- failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under PUC rule 25.126 relating to Adjustments Due to Non-Compliant Meters and Meter Tampering in Area Where Customer Choice Has Been Introduced (<http://www.puc.state.tx.us/rules/subrules/electric/25.126/25.126.doc>); or
- failure to pay an estimated bill other than a bill rendered pursuant to an approved meter-reading plan, unless the bill is based on an estimated meter read by the TDU.

Additionally, your REP may not authorize disconnection of your electric service if the REP receives that an energy assistance provider will be forwarding sufficient payment on your account; and you have paid or made payment arrangements to pay any outstanding debt not covered by the energy assistance provider’s payment.

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

**Restoration of Service** If your service was disconnected due to non-payment, your service will be re-established after payment has been received by Vital Power in an amount sufficient enough to create a positive kWh balance to your account. A reconnect fee will be charged to reconnect the service (see your Terms of Service for specific fee amount information). It may take up to two (2) business days to restore your service. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate to your REP or the POLR that you have corrected the dangerous situation.

## DISPUTES 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 disconnect your service for non-payment of any undisputed portion of the bill.

### VITAL POWER CUSTOMER CARE DEPARTMENT

Toll-free : 1-844-674-4825; 8am-6pm M-F, 9am-1pm Sat CPT  
Toll free Corporate Complaint line: 1-844-227-2679, Ext 3  
E-mail: [support@vitalpowertexas.com](mailto:support@vitalpowertexas.com)  
Website: [www.vitalpowertexas.com](http://www.vitalpowertexas.com)  
Vital Power  
P.O. Box 722434, Houston, TX 77272

### Public Utility Commission of Texas

Customer Protection Division  
P.O. Box 13326  
Austin, Texas 78711-3326  
Tel: 512-936-7120; Toll-free tel: 1-888-782-8477  
Fax: 512-936-7003; TTY: 800-735-2988  
E-mail: [customer@puc.texas.gov](mailto:customer@puc.texas.gov); Website: [www.puc.state.tx.us](http://www.puc.state.tx.us)

**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, this contact information is provided in this brochure.

### CenterPoint Energy, Inc:

Local: 713-207-2222  
Toll-free Tel: 1-800-332-7143  
Service orders: same  
24 hours a day, 7 days a week

### Texas-New Mexico Power Co.:

Toll-free Tel: 1-888-866-7456  
Service orders: same  
24 hours a day, 7 days a week

### Oncor Electric Delivery:

Toll-free: 1-888-313-4747  
Service orders: 1-888-313-6862  
24 hours a day, 7 days a week

### American Electric Power Co. - Texas Central/Texas North:

Toll-free: 1-866-223-8508  
Service orders: 1-877-373-4858  
24 hours a day, 7 days a week

### Sharyland Utilities:

Toll-free: 1-800-442-8688  
(Mission/McAllen Territory: 1-956-668-9551)  
Service orders: same  
24 hours a day, 7 days a week

## OTHER PROTECTIONS

**Do Not Call List:** Customers who do not want to receive telemarketing calls may add their name, address, and telephone number to the statewide electric "Do Not Call List." You may register for the "Do Not Call List" in three ways: online at [www.texasnocall.com](http://www.texasnocall.com), call toll-free 1-866-TXNOCAL(L) (1-866-896-6225), or write Texas No Call, P.O. Box 313, E. Walpole, MA 02032. You may be required to pay a charge not to exceed \$5.00 to register a telephone number, and the number will remain on the list for three years. Once you register for inclusion on the "Do Not Call List," you can expect to stop receiving telemarketing calls regarding consumer goods and other services. If you register for inclusion on the list via phone or online, you must pay the fee with a credit card. If you register for inclusion on the list via mail, the fee must be paid with a money order, check or credit card.

**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 PUC, an agent of your REP, consumer reporting 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.

**Critical Care Residential Customer or Chronic Condition Residential Customer:** You have the right to apply for designation as a "Critical Care Residential Customer" or "Chronic Condition Residential Customer." However, such customers may not enroll in, or continue to be served on a prepay product that utilizes an advanced meter. If we are notified that you have received designation as either a "Critical Care Residential Customer" or a "Chronic Condition Residential Customer" and you are currently on such a prepay product, we will work with you to promptly transition you to a non-prepay product in a manner that avoids service disruption. If you do not respond to our efforts to place you on a non-prepay product of your choosing, we will place you on a competitively offered, month-to-month product. In this event, you will be provided a notice of the transfer as well as the Terms of Service and Electricity Facts Label for the new product.

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 PUC-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 PUC. 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 or TDU immediately regarding possible deferred payment options or other assistance that may be offered by the REP or TDU.

**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.

# Sus Derechos como Cliente (No Prepago Planes Residenciales)

Este documento resume sus derechos como cliente y se basa en reglas de protección de cliente aprobadas por la Comisión de servicios públicos de Texas (PUC). Estas reglas se aplican a todos los proveedores eléctricos minoristas (REPs) y el proveedor de último recurso (POLR), a menos que lo contrario señaló o cortado por el cliente como permitido bajo las reglas de la PUC. Puede ver las reglas de la PUC en [www.puc.state.tx.us/rules/subrules/electric](http://www.puc.state.tx.us/rules/subrules/electric). Información de contacto se encuentra en este documento.

## OBTENCIÓN Y CANCELACIÓN DE SERVICIO

**Cambio no autorizado de proveedor de servicios o "Slamming":** Un representante debe obtener su autorización verificable antes de cambiar su servicio eléctrico. Si crees que el servicio eléctrico ha sido cambiado sin su autorización, debe solicitar que el REP le proporcionará una copia de su autorización y verificación. La REP esto debe presentar a usted dentro de 5 días hábiles de su solicitud. Si no está satisfecho con esta respuesta, también puede presentar una queja con la PUC en la dirección indicada a continuación. Tras la recepción de una denuncia presentada en la PUC, el REP debe responder dentro de 21 días desde la recepción de la denuncia, proporcionar toda la documentación invocadas por el REP relacionados con la autorización para cambiar y acciones correctivas tomadas hasta la fecha, si cualquier.

Si un representante es servir a su cuenta sin la debida autorización, el REP debe trabajar con otros participantes del mercado para tomar todas las acciones necesarias para volver a su REP original tan pronto como sea posible. Su REP original tiene derecho a cobrarle al precio consignado en los términos de servicio y electricidad etiqueta hechos desde cualquiera: 1) la fecha volverá a su REP original, o 2) cualquier fecha previa elegida por su REP original para que esa REP tenía la autorización para servirle. El REP que le sirvió sin la debida autorización, dentro de 5 días a partir de la fecha en que su servicio es devuelto a su REP original, reembolsará todos los gastos pagados por el período de tiempo que la REP original factura al final te. Además, el REP que le sirve sin su autorización es responsable de pagar todos los gastos asociados a regresar a su servicio a su representante de elección. Para períodos que el REP no autorizada le sirvió que no son facturados a usted por su REP original, el REP que le sirve sin su autorización puede cobrarle pero a un ritmo no superior a la tasa habría sido acusado por su REP original.

**Derecho de rescisión:** Al solicitar un cambio en los proveedores de servicios, puede rescindir su contrato con el nuevo representante sin pena ni cuota dentro de 3 días hábiles federal (incluye el sábado) después de recibir el contrato de términos de servicio. Para obtener más información sobre cómo rescindir el servicio, consulte los términos del acuerdo de servicio. Este derecho de rescisión no se aplica a los solicitantes pedir un traslado en o a clientes cuyo REP transfiere a los clientes al POLR. Si no rescindir su solicitud de servicio dentro de este negocio federal 3 días, usted será responsable de todos los servicios prestados a usted en la dirección de inscripción. Si no rescindir el contrato dentro de este negocio federal 3 días, conservan el derecho a seleccionar otro REP y puede hacerlo poniéndose en esa REP, aunque usted será responsable por los gastos incurridos para cambiar su servicio. Consulte su contrato de términos de servicio para obtener más información acerca de la cancelación o terminación de su contrato.

## PROBLEMAS DE FACTURACIÓN

**Cargos no autorizados o "Abarrotar":** Antes de cualquier nuevos cargos por servicios o productos no relacionados con la energía están incluidos en su factura eléctrica, su representante debe informarle del producto o servicios, todos los cargos, cómo estos cargos se aparecen en la factura eléctrica y obtengan su consentimiento para aceptar el producto o servicio. Su representante debe proporcionarle un número de teléfono gratuito y una dirección que puede usar para resolver cualquier disputa de facturación o hacer preguntas acerca de su factura. Si usted cree que su factura eléctrica incluye cargos no autorizados, puede ponerse en contacto con su representante para disputar tales cargos y puede presentar una queja con la PUC. Su representante no tratará de terminar su servicio eléctrico por falta de pago de un cargo no autorizado o enviar un informe de crédito desfavorable contra usted por disputados cargos pendientes de pago que son supuestamente sin autorización, a menos que la disputa se resuelva en definitiva contra usted.

Si los cargos se determinan que no autorizados, su representante dejará de cobrar por el servicio no autorizado o el producto, quitar el cargo no autorizado de su cuenta y reembolso o crédito todo dinero pagado cualquier cargo no autorizado dentro de 45 días. Si los cargos no son reembolsados o acreditados en 3 ciclos de facturación, interés se pagará a usted a una tasa anual establecida por la PUC sobre el monto de cualquier cargo no autorizado hasta que sea reembolsado, acreditado. Usted puede solicitar todos los registros de facturación bajo control del REP relacionados con cualquier cargo no autorizado dentro de 15 días hábiles después de la fecha que el cargo no autorizado se quita de su factura. Su representante no renovación de cargos que se determinó que no autorizado.

**Aplazados los planes de pago y otros arreglos de pago:** Brooklet Energy Distribution, LLC DBA Vital Power ofrece un aplazado Plan de pagos que permite a un cliente residencial a pagar un saldo en cuotas durante un período de tiempo. Para inscribirse en un Plan de pago aplazado requerimos de usted un pago inicial del 50% del saldo pendiente en tu cuenta y el saldo restante a pagar más de cinco ciclos de facturación; o que no más del 50% de cada transacción se aplica cantidad hacia el plan de pago diferido. El servicio puede termina y desconectado si no cumple con los términos del Plan de la aplazada pago emitido. Usted puede solicitar un plan de pago diferido si tu saldo actual refleja un saldo negativo de \$50 o más durante una emergencia fenómenos meteorológicos extremos como hacer esta solicitud dentro de un día hábil después de que ha terminado el tiempo de emergencia; durante desastres declarados por el gobernador conforme a lo dispuesto por la Comisión de servicios públicos; o si ha sido underbilled por \$50 o más. Si estás en un plan de pago diferido, tu cuenta será sujeto a una suspensión de conmutador. Una conmutador-

suspensión significa que no podrá comprar electricidad de otras empresas hasta que usted paga el saldo diferido total. La suspensión de conmutador se quitará su saldo diferido se paga. Mientras se aplica una suspensión de conmutador, si está desconectado para no pagar, tendrá que pagar nosotros para conseguir la electricidad volvió.

**Financiera y asistencia de energía:** Un cliente eléctrico que recibe cupones de alimentos, Medicaid, TANF o SSI de la Texas departamento de servicios humanos (acomodadas) o cuyos ingresos sean no más de 125% de la pobreza federal directrices pueden calificar para asistencia de energía del departamento de Texas de vivienda y asuntos comunitarios (TDHCA). Un cliente que actualmente recibe estos beneficios automáticamente califica para un descuento en el servicio eléctrico a través del programa de LITE-UP Texas. Los clientes que actualmente no reciben estos beneficios pero cuyos ingresos no sean más que 125% de las pautas federales de pobreza podrán solicitar el descuento. Póngase en contacto con LITE-UP Texas gratis al 1-866-4-LITE-UP o llame al 1-866-454-8387 para obtener información sobre cómo obtener la tasa de descuento.

**Lectura de contadores y pruebas:** Póngase en contacto con nosotros para obtener información sobre cómo leer su medidor. Usted tiene derecho a solicitar una prueba de medidor. Procederemos a enviar esta solicitud a su utilidad de transmisión de distribución (TDU) en su nombre. Si se realiza una prueba más de una vez en un período de cuatro años y el medidor está decidido a que funcione correctamente, entonces se puede cobrar una tarifa para las pruebas de metro adicional en la tasa aprobada para su TDU. El TDU o REP le informará del resultado de la prueba, incluyendo la fecha de la prueba, prueba de la persona y, si procede, la fecha de eliminación del metro

## DESCONEXIÓN DEL SERVICIO

**Falta de pago:** Para los clientes que no pagan su factura de electricidad antes de la fecha de vencimiento, su REP puede solicitar que el TDU "desconecte" el servicio eléctrico, después de la expiración de un período de preaviso de 10 días (21 días para el período de Cuidados Críticos y clientes enfermedad crónica). La electricidad nunca será desconectado por falta de pago de vacaciones, días de fin de semana o un día de clima extremo.

**Desconexión del servicio:** La PUC tiene siempre que bajo ciertas circunstancias peligrosas (como situaciones inseguras de línea eléctrica) cualquier REP, podrá autorizar su TDU para desconectar su servicio eléctrico sin previo aviso. Su REP o TDU podrá también, en cualquier momento, autorizar la desconexión de su servicio eléctrico sin previo aviso para cualquiera de las siguientes razones:

- donde existe una condición peligrosa conocida para siempre que exista la condición;
- donde el servicio está conectado sin autoridad por una persona que no ha hecho la solicitud de servicio;
- donde el servicio es reconectado sin autoridad después de la desconexión por impago;
- Cuando se ha sido manipulaciones con el equipo de la TDU; o
- donde hay evidencia de robo del servicio.

Además, podrá autorizarse su representante para buscar tener tu servicio eléctrico desconectado para cualquiera de las razones que se enumeran a continuación:

- fracaso para pagar una factura a la REP o hacer un acuerdo de pago diferido por la fecha de desconexión indicado en el aviso de desconexión;
- incumplimiento de los términos de un acuerdo de pago diferido u otro acuerdo de pago con el REP;
- utilizando el servicio de manera que no interfieran con el servicio de los demás o el funcionamiento del equipo no estándar;
- falta de pago de un depósito exigido por el REP; o
- fracaso de un garante que abone el importe garantizado cuando el representante tiene un acuerdo escrito, firmado por el garante, que permite la desconexión del servicio del fiador.

Antes de desconectar su servicio, su REP debe proporcionarle un aviso por escrito Desconectar. Este aviso debe ser enviado por correo por separado (o en mano), o enviados por correo electrónico, si su REP ha ofrecido y usted haya aceptado recibir avisos de desconexión de la REP por correo electrónico, no antes del primer día después de la fecha vencimiento de su factura. La fecha de desconexión debe ser de 10 días a partir de la fecha de emisión del aviso (21 días de Cuidados Críticos y clientes enfermedad crónica) y no puede caer en un día festivo o fin de semana (o el día anterior) a menos que el personal del REP esté disponible para recibir pagos y servicio puede volver a conectar. Su representante no podrá autorizar la desconexión de su servicio eléctrico por cualquiera de las siguientes razones:

- falta de pago de servicio eléctrico por un anterior ocupante de la premisa de si ese ocupante no es de la misma familia;
- falta de pago de cualquier cargo no relacionado con el servicio eléctrico;
- falta de pago de un tipo diferente o una clase de servicio eléctrico no incluido en la factura de la cuenta cuando se inició el servicio;
- falta de pago de tasas underbilled ocurridos durante más de 6 meses (excepto el robo del servicio);
- falta de pago de cualquier disputados cargos hasta su representante o el PUC determina la precisión de los cargos y hayan sido notificados de esta determinación;
- falta de pago de los gastos derivados de una underbilling debido a cualquier medición defectuoso, a menos que el contador ha sido manipulado o a menos que tales cargos underbilling son debidas en virtud del PUC regla 25.126 relativas a ajustes debido a la no conformes metros y metros alteración en área donde cliente elección ha introducido (<http://www.puc.state.tx.us/rules/subrules/electric/25.126/25.126.doc>); o

- falta de pago de una factura estimada no sea un proyecto de ley prestado con arreglo a un plan aprobado de lecturas de medidores, a menos que el proyecto de ley se basa en un estimado medidor leído por el TDU.

Además, su representante no podrá autorizar desconexión del servicio eléctrico, si el REP recibe que un proveedor de asistencia de energía será reenvío pago suficiente en su cuenta; y han pagado o hecho arreglos de pago para pagar cualquier deuda pendiente no cubierta por el pago de su proveedor de asistencia de energía.

**Disponibilidad del proveedor de último recurso:** Si se le notifica que usted está sujeto a interrupción o desconexión del servicio eléctrico, se puede tratar de obtener servicios de otro REP o el POLR. Tiene la opción para solicitar un servicio desde el POLR, que ofrece un paquete de servicio estándar por menor. Puede obtenerse información sobre el POLR y otros representantes de la PUC o el POLR.

**Restauración de servicio** Si su servicio se desconectó debido a la falta de pago, tu servicio será restablecido después de pago ha sido recibido por Brooklet Energy Distribution, LLC DBA Vital Power en una cantidad suficiente para crear un saldo positivo de kWh a tu cuenta. Se cobrará una tarifa de reconexión para volver a conectar el servicio (vea sus términos de servicio para obtener información de cantidad de tarifa específica). Puede tardar hasta dos 2 días para restaurar el servicio. Si su servicio se desconectó debido a una situación peligrosa, su servicio va a conectar una vez que usted demostrar a su REP o el POLR que haya corregido la situación peligrosa.

## DISPUTAS CON SU PROVEEDOR

**Resolución de la queja:** Por favor, comuníquese con su representante, si tiene comentarios específicos, preguntas o quejas. Al recibir una denuncia, su REP debe investigar y notificarle los resultados dentro de 21 días. Si no está satisfecho con los resultados de la investigación, puede solicitar una revisión de supervisión, si está disponible. Su representante debe informarle de los resultados de la revisión de supervisión dentro de 10 días hábiles de su solicitud. Si no está satisfecho con los resultados de la investigación o revisión de supervisión, puede presentar una queja con la PUC o la Oficina del Fiscal General, División de protección del consumidor. Por favor incluya su nombre y número de cuenta, así como una explicación de los hechos y la resolución que desee en su queja. Por una denuncia de una controvertida ley, su representante no puede iniciar las actividades de recolección o actividades de terminación o desconexión o informe la delincuencia a un agencia con respecto a la disputa parte del proyecto de ley de información del consumidor. Sin embargo, después de aviso, su REP puede desconectar su servicio por falta de pago de cualquier parte indiscutible de la ley.

### DEPARTAMENTO DE ATENCIÓN AL CLIENTE DE Vital Power

Número gratuito: 1-877-674-4825; 8-16L-V, 9-13 Sab CPT  
 Número gratuito línea de Quejas Corporativa: 1-844-227-2679, Ext 3  
 Correo electrónico: support@vitalpowertexas.com  
 Sitio Web: www.vitalpowertexas.com  
 Vital Power  
 P.O. Box 722434, Houston, TX 77272

### Comisión de servicios públicos de Texas

División de protección del cliente  
 P.O. Box 13326  
 Austin, Texas 78711-3326  
 Tel: 512-936-7120; Tel gratuito: 1-888-782-8477  
 Fax: 512-936-7003; TTY: 800-735-2988  
 Correo electrónico: [Customer@PUC.State.TX.US](mailto:Customer@PUC.State.TX.US); Sitio Web:  
[www.puc.texas.gov](http://www.puc.texas.gov)

**Las interrupciones de generación de informes:** Su REP es responsable de proporcionarle el número de teléfono se puede utilizar para interrupciones de informe o de otras situaciones de emergencia. Para su referencia, esta información de contacto se proporciona en este folleto

### CenterPoint energía, Inc:

Local: 713-207-2222  
 Tel gratuito: 1-800-332-7143  
 Pedidos de servicio: mismo  
 24 horas al día, 7 días a la semana

### Texas-Nuevo México Power Co.:

Tel gratuito: 1-888-866-7456  
 Pedidos de servicio: mismo  
 24 horas al día, 7 días a la semana

### Oncor Electric Delivery:

Número gratuito: 1-888-313-4747  
 Pedidos de servicio: 1-888-313-6862  
 24 horas al día, 7 días a la semana

### American Electric Power Co - norte de Texas Central/Texas:

Número gratuito: 1-866-223-8508  
 Pedidos de servicio: 1-877-373-4858  
 24 horas al día, 7 días a la semana

### Sharlyland Utilities:

Númerogratis: 1-888-313-4747  
 (Mission/McAllen 1-956-687-5600)  
 Pedidos de servicio: same  
 24 horas al día, 7 días a la semana

## OTRAS PROTECCIONES

**No lista de llamadas:** Lista de No Llamar: Los clientes que no desean recibir llamadas de telemarketing puede añadir su nombre, dirección y número de teléfono a la estatal eléctrica "Lista de No Llamar". Usted puede registrarse para la "Lista de No Llamar" de tres maneras: en línea en [www.texasnocall.com](http://www.texasnocall.com), llame al número gratuito 1-866-TXNOCAL (L) (1-866-896-6225), o escribir Texas Sin Call, PO Box 313, E. Walpole, MA

02032. Usted puede ser obligado a pagar una cantidad que no exceda de \$ 5.00 a registrar un número de teléfono y el número permanecerá en la lista durante tres años. Una vez que usted se registra para su inclusión en la "Lista de No Llamar", usted puede esperar para dejar de recibir llamadas de telemarketing en relación con los bienes de consumo y otros servicios. Si usted se registra para su inclusión en la lista, por teléfono o en línea, usted debe pagar la cuota con una tarjeta de crédito. Si usted se registra para su inclusión en la lista por correo, la cuota se debe pagar con un giro postal, cheque o tarjeta de crédito.

**Disponibilidad de idioma:** Usted puede solicitar para recibir información de su representante en español, o en cualquier idioma en el que fueron solicitados inicialmente. Esto incluye los términos del acuerdo de servicio, avisos de electricidad hechos etiqueta, facturas y bill, información sobre nuevos servicios eléctricos, programas de descuentos, promociones y acceso a la asistencia al cliente. Usted recibirá este sus derechos como un documento de cliente y desconexión avisos en inglés y español o inglés y el idioma designado si han designado un idioma distinto del español y fueron solicitados originalmente en ese idioma.

**Derechos de privacidad:** Excepto como se describe a continuación, los representantes no pueden divulgar su información de cliente propietario a cualquier otra persona sin su consentimiento. Esto incluye su nombre, dirección, número de cuenta, tipo o clasificación del servicio, uso de electricidad históricos, patrones esperados de uso, tipos de instalaciones utilizadas en la prestación de servicio, condiciones de los contratos individuales y las condiciones, precio, cargos actuales o registros de facturación. Esta prohibición no se aplica a la divulgación de su información bajo ciertas circunstancias, como exige la ley, incluyendo el lanzamiento de la PUC, un agente de su representante, agencias, organismos encargados de hacer cumplir la ley o su TDU de información del consumidor. Un representante puede también compartir esta información con terceros con el propósito de comercialización tal partido productos o servicios a usted después de que se le proporciona la oportunidad de excluirse de la divulgación de su información. Además, esta prohibición no se aplica a la versión de uso histórico previa petición y autorización de un cliente actual o el solicitante de una premisa. Los clientes industriales y comerciales pueden ponerse en contacto con su representante o TDU y designar que su uso histórico previo es competitivamente sensible a fin de impedir la liberación de esta información.

**Servicios especiales:** Su REP puede ofrecer servicios especiales para los clientes con problemas auditivos y programas para clientes con discapacidades físicas. Si usted tiene una discapacidad física o requiere asistencia especial en relación con su cuenta eléctrica, póngase en contacto con su representante para informarse sobre el proceso de ser cualificados para cualquiera de estos servicios especiales.

**Cliente residencial de atención crítica o afección crónica cliente residencial:** Usted tiene derecho a solicitar la designación como una "crítica atención cliente Residencial" o "crónica cliente de condición residencial." Sin embargo, dichos clientes pueden no inscribirse o continuar ser servidos en un producto de prepago que utiliza un medidor de avanzada. Si se nos notifica que ha recibido la designación como una "crítica atención cliente Residencial" o una "crónica condición cliente Residencial" y actualmente estás sobre dicho producto prepago, trabajaremos con usted prontamente le transición a un producto no prepago de forma que evita la interrupción del servicio. Si no responde a nuestros esfuerzos para colocarle en un producto de su elección no prepago, colocaremos sobre un producto competitivo ofrecido, mes a mes. En este caso, recibirá un aviso de la transferencia, así como las condiciones de servicio y electricidad hechos etiqueta para el nuevo producto.

Un cliente residencial de atención crítica es un cliente residencial que tiene una persona que residan permanentemente en su casa que se ha diagnosticado por un médico como dependiente de un dispositivo médico eléctrico para mantener la vida. Una condición crónica que cliente residencial es un cliente residencial que tiene una persona permanentemente residentes en su casa que se ha diagnosticado por un médico como una condición médica seria que requiere un dispositivo eléctrico médico o eléctrica calefacción o refrigeración para evitar el deterioro de una función importante de la vida a través de un significativo deterioro o la exacerbación de la condición médica de la persona.

A su petición, su representante proporcionará a usted un formulario de solicitud aprobado PUC, que usted y el médico del paciente deben completar. Médico del paciente deberá firmar y devolver electrónicamente el formulario de solicitud para su TDU por facsímil u otros medios electrónicos. El TDU evaluará la forma de integridad. Formularios incompletos serán devuelto a usted por el TDU para finalizar. El TDU podrá verificar la identidad y la firma del médico y puede denegar una solicitud de designación, si se determina que la identidad o la firma del médico no es auténtico.

El TDU notificará a usted y a su representante del estado final del proceso de aplicación, incluso si ha sido designadas para el estado crítico cuidado residencial de cliente o cliente residencial de condición crónica. El TDU también le notificará de la fecha a la designación, si cualquiera, caducará, y si usted recibirá un aviso de renovación. Si el TDU no apruebe la solicitud, puede presentar una queja con la PUC. Si se aprueba, la designación de cliente residencial atención crítica es válida por dos años; y la designación de cliente residencial de condición crónica es válida por 90 días a un año. Su TDU te enviará un formulario de renovación, en su caso, anteriores a la expiración de su designación.

Designación como un cliente residencial cuidado crítico o cliente residencial de condición crónica no exime al cliente de la obligación de pagar el REP o el TDU por los servicios prestados. Sin embargo, un crítico cuidado residencial de cliente o cliente residencial condición crónica, que necesita asistencia de pago se recomienda ponerse en contacto con su representante o TDU inmediatamente en cuanto a opciones de posible pago diferido u otro tipo de asistencia que puede ser ofrecido por el REP o TDU.

**Entidades gubernamentales:** Si eres una entidad gubernamental, tal como se define en la ley de pago rápida (PPA), Texas Gov ' T código, capítulo 2251 (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm>), es su responsabilidad informar a su representante de su estado para que puedan aplicarse las protecciones de PPA. Si eres una entidad gubernamental con la PPA, tu pago será vencido tal como se prevé en el PPA y interés sobre un pago atrasado se calcula con arreglo a los términos del PPA y remitidos a su representante con el pago atrasado. Disputas de facturación entre una entidad gubernamental, como se define en el PPA y un agregador o un representante sobre cualquier proyecto de ley de agregador o REP servicio, serán resueltos según lo dispuesto en el PPA.