

# OnPoint Energy Texas, LLC

## Residential Terms of Service (TOS)

This document, along with Your Rights as a Customer (“YRAC”), Electricity Facts Label (“EFL”), any ESID Addendum, and any documentation of your enrollment authorization pursuant to 25.474 of the Public Utility Commission of Texas (“PUC”) Rules (which can be found at <https://www.puc.texas.gov/agency/ruleslaws/subrules/electric/electric.aspx>), (collectively, the “Agreement” or the “Contract”) set forth the terms and conditions under which a residential customer (“Customer”, “you” or “your”) will receive electric service from OnPoint Energy Texas, LLC (“OnPoint Energy”, “we” or “us”) a certified Retail Electric Provider (REP) in the state of Texas, PUCT Certificate No. 10326. The terms “includes” or “including” mean “including without limitation”.

**CONTACT:** For questions about the Agreement, or other electric service needs, you may contact us at  
OnPoint Energy Texas, LLC, 7450 Tilghman Street, Suite 100 Allentown, PA 18106.  
Toll-Free 1-833-667-6468 from 7 AM-6 PM CST Fax 1-800-627-8813  
[www.getonpointenergy.com](http://www.getonpointenergy.com) E-mail: [care@getonpointenergy.com](mailto:care@getonpointenergy.com)  
PUCT Certificate number #10326

**SPANISH:** Your contract documents are available in Spanish by contacting us at 1-833-667-6468 or visit [www.getonpointenergy.com](http://www.getonpointenergy.com)

### **DEFINITIONS:**

**PUCT** means the Public Utility Commission of Texas.

**Taxes** means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind, whether reimbursable or otherwise, imposed by any taxing authority and all penalties, fines, and additions to tax and interest thereon that are directly related to the goods and services provided under this Agreement, including, but not limited to: sales tax, miscellaneous gross receipts tax, and public utility and franchise fees. Taxes shall not include charges resulting from our failure to timely pay any Taxes or any Taxes resulting from our net income or property ownership.

**TDU Charges** means the local Transmission and Distribution Utility (“TDU”) tariff charges or credits for service provided to Customer’s Account(s), including, but not limited to: transmission and distribution charges, system benefit fund charges, nuclear decommissioning charges, competitive transition charges, transition charges, standard customer metering charges, customer charges, merger savings and rate reduction credit, TDU discretionary charges, excess mitigation credits, utility imposed reactive power charges or stranded cost adjustments, all pursuant to the applicable TDU tariff(s) for retail delivery service as approved by the PUCT.

**NONDISCRIMINATION.** OnPoint Energy does not deny service or require a prepayment or deposit for service or otherwise discriminate based on your race, creed, color, national origin, ancestry, sex, marital status, your location in an economically distressed geographic area, or qualifications for low income or energy efficiency services. Additionally, OnPoint Energy does not use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service for product with a contract term of 12 months or less.

**CUSTOMER INFORMATION:** By entering into this Agreement, you authorize your TDU and any third party to release to OnPoint Energy any information that is necessary or required for OnPoint Energy to become your REP, including but not limited to: Your address, account numbers, and historical usage information. You also understand that we may have the need to communicate your information to our affiliates, partners, vendors or other third parties (and each of their affiliates) in order to facilitate your electric service. Additionally, you authorize us to share your information with a broker, aggregator or agent working on your behalf, if any.

**TERM OF AGREEMENT:** This Agreement will be effective as of your first scheduled meter read date following completion of enrollment with us. Meter read dates are established by your TDU and OnPoint will use the meter read date as determined by the applicable TDU’s then current and available meter read cycle schedule. Unless terminated as outlined in this Agreement, your service will continue for the term specified in the EFL. At the end of the term specified in the EFL, you can choose another product with us or choose another electricity provider. If you fail to pay the amount due on your invoice, your service is subject to disconnection as specified below. If you fail to have your service reconnected with us within 5 business days of its disconnection, this Agreement will be terminated.

**CREDIT AND DEPOSIT.** OnPoint Energy uses credit reporting agencies to evaluate and document your credit and payment history and to request payment history from your previous REPs and by entering into this agreement you consent to such use. If you are a residential customer, you may demonstrate satisfactory credit and qualify for a waiver of our deposit requirement if you meet one of the following criteria: (1) you are 65 years of age or older and not currently delinquent in paying an electricity account; or (2) you submit a letter certifying that you have been a victim of family violence as prescribed by the Texas Council on Family Violence. Please contact us for additional information if you believe you may be eligible for a deposit waiver. You may send evidence of eligibility and other information to us by sending an email to [care@getonpointenergy.com](mailto:care@getonpointenergy.com). If you do not meet our credit requirements or cannot otherwise demonstrate satisfactory credit, we may deny you service or may require you provide a deposit.

**BILLING AND PAYMENT:** Payment is due within sixteen (16) days from the date on the invoice. Amounts due but not paid by the payment due date will be subject to a one time penalty of 5.0% of the unpaid amount. If your TDU is unable to read your meter, your TDU will estimate your charges based on previous usage history, and later adjust it based on actual usage and we will make corresponding adjustments. Further, in the event your TDU or other responsible third parties do not timely provide the data necessary for us to produce an invoice, we may estimate your charges based on your forecasted usage and later adjust same based on actual usage. You agree to pay the price listed in the EFL and all amounts shown on your invoice. You agree to pay all applicable Taxes charged by any governmental entity and included in your invoice. We may require an initial security deposit of up to the greater of one-fifth your estimated annual billing

or the sum of the next two (2) months estimated billings, and you agree to provide such deposit within two (2) business days of our request, and prior to your service being connected with us. Deposits may be waived or refunded with a valid letter of credit or valid guarantee for electric service received for the address and name supplied on this application.

**BILL PROGRAMS AND ASSISTANCE.** OnPoint Energy may offer bill payment assistance programs for customers who have difficulty paying their invoice. Additionally, you may be eligible for a deferred payment plan or level billing as described below. For more information, please call or email OnPoint Energy. Low-income customers whose name appears on their electric bill and who are using SNAP or Medicaid may be eligible for other payment assistance benefits. To apply for SNAP or Medicaid contact your local Texas Department of Health and Human Services office or <https://hhs.texas.gov>. For information concerning bill assistance programs that may be able to help you, go to the Texas Department of Housing and Community Affairs website under Energy Assistance at <http://www.tdhca.state.tx.us/ea/index.htm>.

**DEFERRED PAYMENT PLAN.** OnPoint Energy offers a deferred payment plan to assist customers who have difficulty paying their bill, if the customer meets certain eligibility requirements. We may ask that a customer pay no more than fifty percent (50%) of the amount due up front and split the remaining payments in equal amounts over no more than five (5) billing cycles. A deferred payment plan is not a reduction in your amount due, but allows you to pay your outstanding balance over an extended period of time. If you wish to establish a deferred payment plan, contact OnPoint Energy. OnPoint Energy will confirm the details of the plan to you in writing. In order to be eligible to a deferred payment plan, we may require that you agree for a switch-hold to be placed on your account. If a switch-hold is placed on your account, you will not be able to switch retail electronic providers until the switch-hold is removed. The switch-hold will be removed when your full deferred balance is paid and credited.

**LEVEL BILLING.** OnPoint Energy offers a level billing plan. If you are not past due in any payment to OnPoint Energy you may enroll at any time. The level billing plan is based on your historical usage and is aimed at leveling out your energy payments over a twelve (12) month period. If you choose to be billed on a level billing plan, OnPoint Energy will calculate your monthly payment annually by using your usage from the prior year. OnPoint Energy will calculate the difference in actual charges and the monthly level billing amount and apply any difference to your next year's level billing payment amount. We may terminate your participation in the level billing plan for any of the following reasons: (1) if we send you two (2) or more disconnection notices in any twelve (12) month period; (2) we disconnect your service for non-payment; or (3) any of your payments are returned for insufficient funds. If your participation in level billing is terminated at any time the difference between your actual usage and the amount paid to date will appear on your next invoice.

You may additionally be eligible for a level billing plan even if you are delinquent in payment to OnPoint Energy, if you are unable to pay your invoice during certain months of the year, and if you agree for a switch-hold to be placed on your account. In this instance, the switch-hold will be removed from your account if your deferred amount is paid and credited in full or you have made twelve (12) consecutive payments with no more than one late payment. If you are disconnected while a switch-hold exists on your account, you will be required to pay the entire amount due to OnPoint Energy in order to resume your electric service with OnPoint Energy or another REP.

**CRITICAL CARE AND CHRONIC CONDITION CUSTOMERS.** If you are a residential customer and you or a person permanently residing at your service address has been diagnosed by a physician as being dependent on an electric powered medical device to sustain life, you may apply to be designated as a Critical Care Residential Customer. If you are a residential customer and you or a person permanently residing at your service address 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. In accordance with PUCT Rule §25.497 you have the right to apply to be a Critical Care or Chronic Condition Residential Customer. In order to be considered for such a designation, the form, approved by the PUCT, must be submitted via facsimile or other electronic means to your TDU by a physician. **ONPOINT ENERGY CANNOT FILE FOR THE DESIGNATION ON YOUR BEHALF AND YOU DO NOT FILE THE DESIGNATION WITH ONPOINT ENERGY.** Your TDU will notify you and OnPoint Energy concerning the status of your application and any applicable expiration date. Being designated as a Critical Care or Chronic Condition Residential Customer does not relieve you of your obligation to pay all of your OnPoint Energy invoices.

**INTEREST ON DEPOSITS AND DEPOSIT REFUNDS:** Deposits held more than thirty (30) days will accrue interest from the date of receipt at the annual rate established by the PUCT. Upon termination of service or after twelve (12) consecutive months of service with no late payment of any kind, OnPoint Energy will apply the deposit plus accrued interest, if any, against your account or outstanding balance on your final invoice. Alternatively, upon your request, interest may be applied to your account annually. Any credit balance remaining on an inactive account after the final invoice will be refunded in the form of a company check and mailed to your billing address unless a different address is provided.

**TITLE AND TAXES:** Unless we notify you otherwise, title to the electricity sold hereunder shall pass from us to you at the Delivery Point. You shall pay or reimburse OnPoint Energy the amount of any Taxes that are imposed unless prior to execution of this Agreement, you have given us applicable, valid sales tax exemption certificates.

**TDU CHARGES.** There are certain charges charged by your TDU that will appear on your OnPoint Energy invoice. These charges are not charged by OnPoint Energy, but are passed on to you from your TDU by OnPoint Energy. Certain of these charges are recurring charges and other are non-recurring charges which may include out of cycle meter reads, meter tests, move in or switch fees, service connection or disconnection fees, or fees associated with meter tampering. Additionally, there may be certain special charges charged by your TDU.

**ADDITIONAL CHARGES AND FEES:** We will charge \$25 each time your payment is returned unpaid or not processed including returned checks, returned electronic fund transfer and rejected credit or debit card transactions. We may also charge a \$25.00 Disconnect Fee if you fail to pay the past due amount before the expiry date of any disconnection notice issued by OnPoint Energy. You will be responsible for any non-recurring fees assessed by the TDSP

and/or OnPoint Energy associated with requests for move-in or switch, self-selected switches, disconnection and reconnection fees, meter tampering or meter read errors, or other errors or omissions.

**DISPUTED INVOICES:** If for any reason you dispute any portion of an invoice, you shall pay the undisputed portion by the due date and immediately notify Us in writing of the reasons for the dispute. Thereafter, the parties shall work in good faith toward an amicable resolution of the dispute.

**FORCE MAJEURE:** Except for your obligation to make payments when due, neither party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. Such Force Majeure event will be applicable to those accounts affected by the Force Majeure event and no others. Force Majeure events are occurrences beyond a party's reasonable control, including, without limitation, acts of God, acts of terrorism, wars, shortage or unavailability of transmission facilities and actions of any governmental authority, ERCOT or your TDU which result in conditions, limitations, rules, or regulations that materially impair either party's ability to perform hereunder. The affected party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon and shall use commercially reasonable efforts to promptly resolve the Force Majeure event.

**LIMITATION OF LIABILITY:** IF CLAIMS ARISE UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES. WE ARE NOT LIABLE FOR INTERRUPTIONS TO OR SHORTAGES OF ELECTRICITY SUPPLY NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING THEREFROM.

**NO WARRANTIES:** ONPOINT ENERGY MAKES, AND YOU RECEIVE, NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AND ONPOINT ENERGY SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY YOU AGREE THAT ANY NON-ENERGY PRODUCTS OR SERVICES YOU MAY PURCHASE FROM US IS SOLD AS-IS, WHERE-IS AND ONPOINT ENERGY IS NOT THE MANUFACTURER OR INSTALLER OF THE PRODUCT AND MAKES NO WARRANTY REGARDING PRODUCTS OR SERVICES AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR SUCH NON-ELECTRICITY PRODUCTS OR SERVICES THAT MAY BE PURCHASED BY OR PROVIDED TO YOU.

**DISCONNECTION OF YOUR ELECTRIC SERVICE:** WE MAY REQUEST A DISCONNECT OF YOUR ELECTRIC SERVICE IF YOU DO NOT PAY YOUR DEPOSIT OR INVOICE IN FULL BY THE DUE DATE. We may request disconnection of your electric service with ten (10) days advanced written notice if: (1) you fail to pay any outstanding invoice for electric service or fail to make deferred payment arrangements by the date of disconnection stated on the disconnection notice; (2) you fail to comply with the terms of a deferred payment agreement made with us; (3) you violate our terms and conditions on using service in a manner that interferes with the service of others or the operation of nonstandard equipment, and there was a reasonable attempt made to notify you and you were provided with a reasonable opportunity to remedy the situation and failed to do so; (4) your failure to pay a deposit as may be required by this Agreement; or (5) your guarantor, if you have one, fails to pay the amount guaranteed, when we have a written agreement, signed by the guarantor, which allows for disconnection of the guarantor's service. (If you do not pay your invoice by the due date, we will notify you at least 10 calendar days before we disconnect your electric service by providing you with a written notice. However, we may disconnect your electric service immediately and without prior notice if: (1) there is an existence of a known dangerous condition; (2) where service is connected without authority by a person who has not made application for service; (3) where service is reconnected without authority after disconnection for nonpayment; (4) where there has been tampering with equipment; or (5) where there is evidence of theft of service.

**GENERAL PROVISIONS:** The Agreement shall extend to and be binding upon the respective successors and permitted assigns of the parties; provided, however, you may not assign the Agreement without OnPoint Energy's prior written consent, which consent shall not be unreasonably withheld, and any purported assignment without such consent shall be void. The Agreement sets forth the entire agreement between the parties respecting the subject matter hereof, and all prior agreements, understandings, and representations, whether oral or written, are merged in the Agreement. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas without recourse to such state's choice of law rules. The parties agree that this contract is performable in Harris County, Texas and agree that the exclusive venue for any dispute under or relating to the Agreement, shall lie in Harris County, Texas. The Agreement is subject to all valid and applicable legislation and present and future orders, rules, regulations, protocols or otherwise (hereinafter Law(s)) and both parties agree to comply with all Laws.

**RIGHT OF RESCISSION:** For switch requests, you have the right to rescind your request for OnPoint Energy to become your REP without any Early Termination Fee within three (3) federal business days of your receipt of the Terms of Service. To rescind this Agreement, you shall give notice to us in writing at 7450 Tilghman St, Suite 100, Allentown, PA 18106 or by email at [care@getonpointenergy.com](mailto:care@getonpointenergy.com) or by fax at 1-800-627-8813, or by calling 1-833-667-6468. Rescission requests received after three (3) business days may not be accepted, however you have the right to select another REP and you may do so by contacting that REP, but you remain responsible for any Early Termination Fees. Regardless of the method or reason for termination or cancellation of this Agreement, you are responsible for the payment of any and all services provided to you prior to or after the termination or cancellation of this Agreement. If you request the TDU read the meter before the normal meter read date, you may be charged the fee as set by the respective TDU.

**AUTHORIZATION TO RELEASE INFORMATION TO THIRD PARTIES:** If you are represented by a third party with respect to the negotiation, administration or otherwise of any agreement between you and us, including a broker or aggregator, you authorize us to release your information and data to and speak directly with such third party relating to same unless and until we receive written notice of revocation of this authorization from you. Additionally, OnPoint Energy may offer non-electricity products or services, including but not limited to solar lighting, and you may purchase or enroll in such products or services if offered by OnPoint Energy or a third party. If you elect to purchase or enroll in such products or services with OnPoint Energy, you understand and agree that the charges for those products or services may appear on your OnPoint Energy electric invoice. You agree to pay any such amounts to OnPoint Energy. OnPoint Energy will first credit any payment to the purchase of electricity and then to any non-electricity products or services. Your electric service will not be disconnected for failure to pay for any non-electric products or services.

**NON-WAIVER:** No waiver by OnPoint Energy of any one or more Customer defaults of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.

**SEVERABILITY:** Except as otherwise stated herein, any provision or article declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over OnPoint Energy or Customer, or deemed unlawful because of a statutory change, will not otherwise affect the lawful obligations that arise under this Agreement.

**ASSIGNMENT:** You may not assign this Agreement without our prior written consent. We may: (a) transfer or sell this Agreement or your account in connection with any financing; (b) transfer this Agreement to any of our affiliates; (c) transfer or assign this Agreement to anyone succeeding to all or substantially all of our assets or of our business segment; and (d) transfer this Agreement to another PUCT-certified REP. After assignment, we will have no further obligations under this Agreement.

**PRODUCT TYPE SECTIONS.** During enrollment or with your contract expiration notice, you will receive the EFL that pertains to your electric energy plan with us. The price you are agreeing to pay and the type of plan you are agreeing to purchase is reflected in the EFL and you agree to pay the price as provided in your invoice. Please see your EFL or contact OnPoint Energy if you have any questions concerning the specifics of your product or plan. OnPoint Energy generally has one or more of the following product offerings at any given time:

**RENEWABLE ENERGY PLAN:** If you are purchasing our Renewable Energy Plan pursuant to this Agreement, you are agreeing to purchase from OnPoint Energy a product that is supported by 100% by renewable energy credits ("RECs"), in an amount sufficient to match your annual consumption. OnPoint Energy will purchase RECs throughout the year to offset your usage but may take up to three (3) months following the close of a calendar year to make up any deficiency in the volume of renewable energy certificates purchased and retired for your plan. If signing up for this plan, you understand and agree that OnPoint Energy does not guarantee that the electric energy you actually receive is renewable. However, by signing up for this plan you are promoting renewable energy.

**FIXED RATE PRODUCT (TERM):** OnPoint Energy's fixed rate term products have contract terms of 3 months or more. For a fixed rate product, the price is provided in your EFL and will not change, except to reflect actual changes in TDU charged for the delivery of your electricity, changes to the administrative fees charged by ERCOT or the TRE, or changes resulting in new or modified fees or costs to us that are the result of federal, state, or local laws or regulatory action beyond our control. If you cancel your fixed rate product for any reason, other than those specifically stated to be without penalty (see "Right of Recission" section of these TOS), you will owe us an early cancellation fee in the amount provided for in the EFL. If you move without canceling your Agreement, you will remain responsible for payment of all outstanding balances and charges on your account until service is disconnected.

#### **RENEWAL**

We will provide you with at least three written notices of the date the fixed rate product will expire, including a notice that will be sent at least 14 days prior to the end of the initial contract term. The notices will be provided during the last third of the fixed rate contract period as indicated in your EFL and notices will be provided in intervals that allow for, as practicable, even distribution of the notices throughout the last third of the fixed rate contract period. Notices will be provided by mail at your billing address unless you have opted to receive electronic communications. At the end of your initial term, unless a renewal term greater than one month is established with your affirmative consent, your Agreement will expire. If you take no action your service with OnPoint Energy will automatically continue on a month-to-month variable product with no cancellation penalty, as further described below.

**CHANGES TO FIXED RATE PRODUCT.** We can make changes to the provision of the contract at any time with appropriate notice except for changes to the length of your contract term or to the price, except as provided in your EFL or this TOS. We will notify you of any material change to your Agreement in writing at least 14 days before any change to the Agreement will be applied to your invoice or take effect. If you do not cancel the Agreement 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.

**VARIABLE PRODUCT (MONTH-TO-MONTH):** A OnPoint Energy variable price product has no minimum term requirement and no cancellation fees. The variable rate may be higher or lower each month and will be set in OnPoint Energy's sole discretion. The variable rate may be higher than other suppliers' rates. Your actual price will be shown on each monthly statement and will be used to calculate your monthly invoice amount based on your actual electricity usage.

**COMPLAINTS** If you have any questions, concerns, or complaints, or you feel that your invoice is incorrect, please contact us via phone at 1-833-667-6468 Monday-Friday 7am-6pm CST or via email at [care@getonpointenergy.com](mailto:care@getonpointenergy.com). If we cannot answer your question or complaint immediately, we will promptly investigate the matter and report our findings to you. If for any reason you are not satisfied with our response, you may contact the PUCT. You have a right to file a complaint with the PUCT. If you have a billing or other dispute that you are not able to resolve with OnPoint Energy you may contact the PUCT at PO Box 13326, Austin, TX 78711-3326 or by calling (512) 936-7120 or toll free (888) 782-8477. Hearing and speech impaired individuals with text telephones (TTY) may contact the PUCT by calling (512) 936-7136. Please see your YRAC for more information.

**ELECTRONIC SIGNATURE.** Your enrollment and this Agreement may be executed electronically. You agree to execute such other and further documents as may be reasonably necessary to evidence or carry out the terms and provisions of the Agreement. Electronic transmission copies of signature pages shall be conclusive evidence of the execution of this Agreement.