

## TERMS OF SERVICE

This document ("Agreement") sets out the Terms of Service for the purchase of electricity between Tara Energy, LLC ("Tara Energy", "we" and "us") and you, the customer ("you", "your" and "Customer"). Customer and Tara Energy may be referred to individually as a "Party" or collectively as "Parties" herein. Your electricity requirements at the service location or ESI ID designated by you on your Enrollment or Renewal Form will be served under this Agreement. This Agreement shall not be applicable to Customers who have a time of use meter.

Tara Energy is your Retail Electric Provider ("REP"). Tara Energy sets the charges you pay for retail electric service. The electricity that Tara Energy sells to you must be transported to your service location over transmission and distribution systems which will continue to be regulated by the Public Utility Commission of Texas ("PUCT") and owned by a Transmission and Distribution Service Provider ("TDSP"). The PUCT reviews and approves the rates that the TDSP can charge to transport and distribute electricity to your service location. These charges are passed on by Tara Energy to you, the Customer, along with certain charges and fees assessed by the Electric Reliability Council of Texas ("ERCOT").

### Types of Products

We provide electricity under three different product types: fixed rate, indexed and variable price. Your EFL specifies the product type and the term that applies to your contract. Please note that only those parts of this "Product Types" section that describe your specific product type will apply to your contract.

**Fixed Rate Products.** Fixed Rate Products have a contract term of at least three months. The price of a fixed rate product may only change during a contract term to reflect actual changes in TDSP charges, changes to the 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 us that are beyond our control. Price changes resulting from these limited circumstances do not require us to provide you with advanced notice however, each bill issued for your remaining contract term will notify you that a price change has been made.

**Term Indexed Products.** Term indexed products have a contract term of at least three months and a price that changes according to a pre-defined pricing formula that is based on publicly available indices or information. The price for term indexed products may also change without advance notice to reflect actual changes in TDSP charges; changes to the ERCOT or Texas Regional Entity administrative fees charged to loads; or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on us that are beyond our control.

**Month-to-Month Indexed Products.** Month-to-Month indexed products have a contract term of thirty-one (31) days or less and a price that changes according to a pre-defined pricing formula that is based on publicly available indices or information. The price for month-to-month indexed products may also change without advance notice to reflect actual changes in TDSP charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to loads, or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on us that are beyond our control.

**Variable Price Products.** The price of a variable product can change, without notice to you, after your first billing cycle at the sole discretion of Tara Energy. Variable price products have a contract term of thirty-one (31) days or less and a price that varies according to the method disclosed on your EFL.

### Associations Members (If Applicable)

Tara Energy may be paying a management fee to your Association to help administer this benefit on behalf of membership. All questions regarding this management fee should be addressed to your Association.

### JustGreen Product

Renewable energy certificates or attributes equivalent to 100% of your electricity usage, for a flat fee each month. You may request to discontinue use of JustGreen at any time, so long as you are not in breach of this Agreement. JustGreen may be suspended or discontinued by us at any time (you will then stop paying for it but the rest of this Agreement will remain in effect).

### Length of Service

Your service under this Agreement will begin on your next meter reading date according to applicable rules. In the event that your TDSP is unable to perform the switch as scheduled, you will continue to receive electricity service from your current provider and will not receive a bill from Tara Energy until the actual switch occurs. This date will appear on your first bill. Your initial length of service is indicated on your Enrollment or Renewal Form and/or in the EFL.

For term products, a contract expiration notice will be sent at least 14 days prior to the end of the initial contract term. If you fail to renew your contract with Tara Energy or switch to another REP, your service will automatically continue on a month-to-month basis after the expiration of your initial contract on the Default Renewal Product, which is a variable price product whose price will be determined by current market conditions until cancelled by either you or Tara Energy.

### Option to Blend-and-Extend

The Customer may request Tara Energy to structure a new "blend-and-extend" contract that allows the Customer to benefit from the lower market rates in exchange for lengthening its term of contract with Tara Energy. Following such request, at Tara Energy's option, Tara Energy will structure and offer such contract to Customer, who may then choose to accept such contract. In the event that the Customer chooses not to accept the offered contract, Customer will continue to be served under its existing contract with Tara Energy.

## Right to Rescission

If you are switching to Tara Energy from a different REP, you may rescind this Agreement without penalty at any time before midnight of the third federal business day after receiving this Agreement. PUCT rules permit Tara Energy to assume that you will receive this Agreement three (3) federal business days after we mail it to you. You may call us or write to us to rescind this Agreement at 713-830-1019 or toll-free (866) GET-TARA and 5251 Westheimer Rd. Suite 1000, Houston, TX 77056.

## Right to Cancel

Tara Energy may cancel your Agreement if you do not pay your bills in full and on time. We may also cancel this Agreement if we are no longer a REP in your areas or for any other lawful reason, including in response to changing market conditions. Tara Energy will provide you with written notice at least fourteen (14) days prior to cancellation.

Customer may cancel this Agreement without penalty in the event Tara Energy can no longer provide service. Customer may also cancel this Agreement without penalty by giving notice of a move to a different premise and providing reasonable proof of such move, including but not limited to a forwarding address. In the absence of such proof, Tara Energy will charge an Early Termination Fee as stated in your EFL. If Customer contacts Tara Energy directly to cancel, the Early Termination Fee will be waived.

In the event of cancellation, (i) you will have to contact another REP directly to have your electric service reconnected and (ii) all amounts owed by you to Tara Energy shall become immediately due and payable.

## Billing & Payment

Following the switch to Tara Energy from your current provider, you may receive a bill for less than one month's service. After the initial bill, you will receive a new bill from Tara Energy each month for each ESI ID for which you are receiving service pursuant to this Agreement. Should you switch providers before the end of your billing cycle you will receive a bill for a partial month of service for the last month's service. Additionally, Tara Energy will bill you on behalf of your TDSP for the services the TDSP provides. All bills are due and payable 16 days from the date on the bill for service to all ESI IDs.

If actual charges are not available to Tara Energy at the time of preparation of your invoice, Tara Energy reserves the right to bill you on good faith estimates of charges for the month. If estimated charges are included on your invoice, they shall be identified as such and shall be reconciled against actual charges once Tara Energy has received such actual charges.

## JustGreen Option

We will purchase and retire renewable energy certificates or attributes equivalent to 100% of your electricity usage. You can request to discontinue the purchase of renewable energy certificates or attributes at any time, so long as you are not in breach of this Agreement at the time of the request. We can suspend or discontinue JustGreen at any time (you will then stop paying for it but the rest of this Agreement will remain in effect). Renewable energy certificates or attributes that we purchase and retire on your behalf will: (a) relate to renewable energy produced in the year you pay for the units and (b) remain our legal property.

## Additional Charges & Fees

Tara Energy will charge a one-time late payment penalty of 5% for each delinquent month's charges that remain unpaid after the bill due date, unless you qualify for the low-income rate reduction program. Additionally, Tara Energy will charge 1) a \$30 fee for any returned check, electronic fund transfer or credit card transaction not processed due to insufficient funds or credit availability, 2) a \$22 disconnection notice fee for issuance of an electric service disconnection notice (this fee will be assessed regardless of whether your electric service is actually disconnected), 3) a \$20 reconnection fee in the event that Tara Energy processes a reconnection transaction on your account. Such fees are in addition to any disconnect/reconnect fees that may be assessed by your TDSP, and 4) for plan specific fees please refer to that plan's EFL.

Acceptance by us of any partial payment from you will not relieve you of your obligation to pay the full amount owed. You will be responsible for any non-recurring fees assessed by the TDSP and/or Tara Energy associated with requests for move-in or switch, self-selected switches, disconnection and reconnection fees, previous billing errors, meter tampering or meter read errors, or other errors or omissions.

## Payment & Discount Programs

In certain circumstances for which Customer must qualify, you may have the right to establish a payment arrangement or deferred payment plan with Tara Energy. A payment plan allows you to pay your bill after the due date, but before the next bill is due. A deferred payment plan is an arrangement between Tara Energy and a Customer that permits the Customer to pay an outstanding bill in installments that extend beyond the due date of the next bill. Tara Energy will confirm all deferred payment plans in writing.

Tara Energy offers an Average Billing Plan to give you the convenience of having a predictable monthly bill amount. To qualify for the Average Billing Plan, a Customer must not be currently delinquent. Delinquent Customers should contact Tara Energy to determine if they qualify for the Average Billing Plan. The average energy charge is calculated by using up to your last twelve (12) months' kWh usage multiplied by your current price per kWh, divided by twelve (12) months. This amount is added to your estimated monthly TDSP charges, your base monthly charge, and any applicable regulatory charges, assessments and taxes. Additionally, you remain responsible for any non-recurring charges from your TDSP. Periodically, but not less than once each year, Tara Energy will review your account and calculate a new average bill amount accordingly; any overpayment will be credited to your account or refunded to you, and any underpayment will be collected from you in equal installments over the next reconciliation period. You may opt-out of the Average Billing Plan at any time by paying your full balance due and providing written notice of your desire to be removed from the Average Billing Plan to Tara Energy. The Average Billing Plan does not affect your obligation to pay for all actual usage and other associated charges, taxes and fees. Failure to pay your monthly bill on or before the stated due date may result in Tara Energy proceeding with normal collection activities including the assessment of late fees, disconnection for non-pay, etc. If you need help paying your bill, you may qualify for additional low-income energy

assistance programs in your community.

Tara Energy offers each Customer the opportunity to voluntarily contribute to a bill payment assistance program for qualified residential Customers. You may find more information about Tara Energy's bill payment assistance program on your billing statement.

Additional information regarding any of the aforementioned programs may be obtained by contacting a Tara Energy customer service representative at 713-830-1019 (or (866) GET-TARA).

#### **Default & Disconnection of Service for Nonpayment**

If you fail to remit payment as specified above in Billing and Payment, Tara Energy may order the TDSP to disconnect electric service to the premise(s) served under this Agreement. You will be liable to Tara Energy for all billed amounts and any charges associated with disconnection of service for nonpayment and reconnection. We reserve the right to pursue all legal remedies available to us to collect any amounts lawfully owed. In the event you fail to pay your bill in accordance with this Agreement, you agree to pay reasonable collection costs and expenses (including attorney's fees and third party collection fees) we incur as a result of our attempt to collect any amounts you owe.

In the event that you have more than one agreement with Tara Energy for service to ESI IDs not receiving service under this Agreement, any failure to pay under another agreement with Tara Energy will constitute a default under this Agreement and shall give Tara Energy the right to terminate this Agreement and seek any other remedy available to Tara Energy at law or in equity.

#### **Credit Eligibility & Deposits**

By applying for service, you agree that Tara Energy may check your personal credit. Failure to demonstrate satisfactory credit, will allow Tara Energy to require a deposit prior to receiving service. You will not be required to pay an initial deposit, if you are at least 65 years of age and you do not have a current delinquent balance with your current REP, or if you have been a victim of family violence and can provide a certification letter pursuant to PUCT Substantive Rule §25.478(a)(3)(D) <http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.478/25.478.pdf> Customers who provide sufficient information to demonstrate that they qualify for the low-income rate reduction program may pay a required deposit that exceeds \$50.00 in two equal installments.

Additionally, you may be required to pay a deposit once service has begun if you have paid late twice or been disconnected during the previous twelve (12) months. The total amount of all deposits required shall not exceed an amount equivalent to the greater of one-fifth of the estimated annual billing for electric service or the sum of the estimated billings for electric service for the next two (2) months. The estimated billing for initial deposits is based on a reasonable estimate of the average usage for the applicable customer class. The deposit shall earn and be paid interest as per PUCT guidelines at the stated PUCT rate. Upon termination of the contract or twelve (12) consecutive on-time payments, the deposit, less any money owed, will be returned to the Customer.

#### **Changes in Laws or Regulations**

In the event that there is a Change in Law (as defined below), Tara Energy reserves the right to modify this Terms of Service. Tara Energy will provide you with fourteen (14) calendar days' advance written notice of any modification, either in your bill or in a separate mailing. The modifications will become effective on the date stated in the notice unless you cancel your Agreement in writing. You may cancel your Agreement without penalty no later than the effective date of the modification. Notice is not required for a modification that benefits you. Change in Law means any change in federal, state or local law or any legislative or regulatory action that imposes new or modified fees or costs on Tara Energy that are beyond Tara Energy's control.

#### **Dispute Procedures**

If you have any questions, concerns, complaints or a dispute regarding your Tara Energy service or this Agreement, please call our Customer Service number at 713-830-1019 or toll-free (866) GET-TARA. See "Your Rights as a Customer" for further information on customer disputes. Any communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the attention of the "Legal Department" at Tara Energy, LLC 5251 Westheimer Rd. Suite 1000, Houston, TX 77056. Any dispute with respect to a bill is deemed to be waived unless Tara Energy is notified in writing within sixty (60) days of the bill date.

#### **Discrimination**

Tara Energy 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 customer in a economically-distressed geographic area or qualification for low-income or energy efficiency services. Further, Tara Energy cannot use a credit score, credit history, or utility payment data as the basis for determining the price for residential electric service for a product with a term of 12 months or less.

#### **Customer Warranties**

Customer warrants and represents that: (i) Customer is the owner or lessee of record for all ESI ID locations to be served hereunder and Customer has the authority to enter into this Agreement for service to each of these ESI IDs; (ii) any and all of the data given, and representations made, concerning electric service to its ESI IDs are true and correct to the best of Customer's knowledge; and (iii) Customer shall consume and not resell any power purchased hereunder with the exception of power consumed by Customer's tenants or lessees.

## **WARRANTY**

**CUSTOMER ACKNOWLEDGES AND AGREES THAT TARA ENERGY DOES NOT PRODUCE, TRANSMIT OR DISTRIBUTE POWER AND, AS A RESULT, TARA ENERGY CANNOT WARRANT, AND DOES NOT WARRANT IN ANY MANNER, THE ELECTRICITY PROVIDED. NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, SHALL APPLY TO TARA ENERGY'S PERFORMANCE OF ITS OBLIGATIONS IN THIS AGREEMENT AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND CUSTOMER HEREBY WAIVES ALL SUCH WARRANTIES. TARA ENERGY MAKES NO REPRESENTATION AS TO THE SUFFICIENCY, QUALITY OR CONTINUATION OF THE SERVICES PROVIDED HEREIN.**

## **LIMITATION OF REMEDIES, LIABILITY AND DAMAGES**

**THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST TARA ENERGY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU WAIVE ANY RIGHT TO ANY OTHER REMEDY. IN NO EVENT WILL EITHER TARA ENERGY OR YOU BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES.**

## **Force Majeure Event**

If an event occurs which makes it impossible for Tara Energy to perform under this Agreement (a "Force Majeure Event"), including but not limited to (i) a failure of any wholesale supplier and/or TDSP to perform any contract with Tara Energy, (ii) force majeure or similar event as declared by our wholesale supplier(s) and/or the TDSP(s), (iii) act of God, (iv) extraordinary weather occurrence, (v) fire or explosion, (vi) any governmental action, prohibition or regulation, or (vii) war, civil disturbance or other national emergency, our performance under this Agreement shall be excused for the duration of such event. Tara Energy shall promptly notify Customer of the Force Majeure Event, any resulting contingency, and the contemplated effect thereof on the provision of service. Upon elimination or cessation of the Force Majeure Event and any contingency, the obligations herein of Tara Energy to provide service to Customer shall be reinstated. Tara Energy reserves the right to terminate this Agreement should the event or the need for contingency not be eliminated within forty-five (45) days after the occurrence.

## **Assignment**

You may not assign or transfer this Agreement, in whole or in part, or any of your rights or obligations hereunder without the prior written consent of Tara Energy, which shall not be unreasonably withheld. Tara Energy may assign this Agreement, in whole or in part, without your consent.

## **Miscellaneous**

This Agreement shall be governed by and construed, enforced, and performed in accordance with the laws of the State of Texas and shall supersede any previous promises, understandings and agreements. The provisions of the Uniform Commercial Code ("UCC") shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC. <http://www.statutes.legis.state.tx.us/Docs/BC/htm/BC.2.htm> If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, Customer and Tara Energy agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If such provision cannot be modified in a manner that would make it valid, legal and enforceable, such provisions shall be severed from the Agreement, and all other provisions hereof shall remain in full force and effect. In the event there is a conflict between the Your Rights as a Customer document and these Terms of Service, these Terms of Service shall prevail.

## **Demand Response Participation**

Tara Energy will notify Customer of any Demand Response Event. The customer may participate in the Demand Response Event or opt-out of the Demand Response Event that may affect Customer's electric service. Customer may permanently opt out of participation in Demand Response Events by calling Tara Energy's customer service department. If Customer participates in the Demand Response Event, Customer will be eligible to receive a benefit that reflects a portion of cost savings that result directly from Customer's participation in the Demand Response Event. Tara Energy, at its sole discretion, will determine cost savings, if any, and the benefit that the customer is entitled to receive associated with the Demand Response Event. Tara Energy may, when applicable and at its sole discretion, distribute any benefit related to a Demand Response Event to Customer.

Tara Energy will distribute any accrued but undistributed benefit to Customer upon termination of this contract. Tara Energy may distribute any benefit in any form including by issuing a check for such benefit or by applying such benefit to any outstanding balance due and owing from Customer to Tara Energy.

## **The following paragraphs apply only to Customers on a contract that includes a free Thermostat: Thermostat**

Customers that select a retail electricity product bundled with a Thermostat will receive a Thermostat (referred to as "Equipment" in this TOS) free of charge from Tara Energy that Tara Energy or its authorized representative will install. After Tara Energy installs the Equipment, the Equipment becomes the property of Customer, the Equipment is no longer the property of Tara Energy and Tara Energy claims no right or interest in the Equipment.

## **Access to Your Premises**

Customer agrees to allow Tara Energy and its agents the right, when necessary or requested, to enter at reasonable times and on reasonable notice, customer's property upon which the Services and/or Equipment will be provided (the "Premises"),

for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Services and/or Equipment used with any of the Services. Customer warrants that it is the owner of the Premises. Customer acknowledges that it has authority to enter into this Agreement because Customer owns the Premises.

### **Installation**

Customer understands that a Tara Energy subcontractor shall install the Equipment in the Premises on a date that is mutually agreed upon by Customer and Tara Energy. The date on which the Equipment is installed shall be the "Installation Date".

### **Usage**

Tara Energy has no responsibility for the operation or support, maintenance or repair of any Equipment after it is installed on the Installation Date. Customer agrees to use the Equipment as specified by the Equipment's manufacturer. To use the Equipment, Customer will need the Equipment and, if required for the selected thermostat, a Gateway/Router that meets the Equipment manufacturer's specifications. Tara Energy has no responsibility for the operation or support, maintenance or repair of any equipment, software or services that Customer elects to use in connection with the Equipment (the "Customer Equipment").

### **Removal**

Customer may have the Equipment removed at any time after installation. Customer may either remove the Equipment at its own expense or Customer may request that Tara Energy remove the Equipment from its home. Tara Energy will remove the equipment and charge \$125/hour for removal.

### **Moves**

Customer will give Tara Energy 45 days prior written notice if Customer plans to move from the Premises (each, a "move") and wants Tara Energy's assistance to move the Equipment. When the Customer moves, Customer will have 2 options for assistance: (1) Tara Energy will move the Equipment to Customer's new location at no cost to you as long as (a) Customer remains a Tara Energy Electricity Customer (b) and Customer owns the new location or (2) Customer can remove the equipment as provided for in Removal section above. Customer can also terminate this Agreement as provided for in Right to Cancel section above.

**Limited Warranty, Liability & Indemnity.** THE EQUIPMENT IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY GOVERNING LAW. CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, AND REMOVAL OF EQUIPMENT. YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION OF THE EQUIPMENT. TARA ENERGY WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OF ANY TYPE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CAUSED OR CONTRIBUTED TO IN ANY WAY BY THE USE AND OPERATION OF THE EQUIPMENT, OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF REASONABLY FORESEEABLE.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS TARA ENERGY AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AND AGENTS AGAINST ALL CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) ARISING OUT OF THE USE OF THE EQUIPMENT AND/OR THE CUSTOMER EQUIPMENT, OR THE BREACH OF THIS AGREEMENT BY YOU OR ANY OTHER USER.

### **Entirety of Agreement**

It is the intention of the Parties that the Agreement shall contain all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the electricity, and supersedes, any and all prior such agreements between the Parties hereto, whether written or oral, as to the provision of electric service to any of Customer's ESI IDs. Both Parties have agreed to the wording of the Agreement and any ambiguities therein shall not be interpreted to the detriment of either Party merely by the fact that such Party is the author of the Agreement. The Agreement may not be modified or amended except in writing, duly executed by both Tara Energy and Customer.

### **Contact Information**

Tara Energy, LLC, Certificate No. 10051, is a licensed retail electric provider. Any questions or inquiries regarding this Agreement may be directed to a Tara Energy customer service [representative at CustomerCare@TaraEnergy.com](mailto:representative_at_CustomerCare@TaraEnergy.com), 713-830-1019 or ((866) GET-TARA). We are available Monday-Friday 8:00 AM-6:30 PM CST. Our internet address is [www.TaraEnergy.com](http://www.TaraEnergy.com). Our fax number is 832-553-7383. Our mailing address is: Tara Energy, LLC 5251 Westheimer Rd. Suite 1000, Houston, TX 77056.

**In case of an emergency or to report an outage, please contact your electric utility (Transmission and Distribution Service Provider - TDSP) directly. CenterPoint: 1-800-332-7143; Oncor: 1-888-313-4747; Texas New Mexico Power: 1888-8667456; AEP Central: 1-866-223-8508; AEP North: 1-866-223-8508**

# YOUR RIGHTS AS A CUSTOMER

This document sets out "Your Rights as a Customer" for the purchase of electricity between Tara Energy, LLC, REP Certificate No. 10051, ("Tara Energy", "we" and "us") and you, the customer ("you", "your" and "Customer").

## Unauthorized Charges- "Cramming"

You have the right to only be charged for services that you have authorized and the right to dispute any unauthorized charge or charges. Before Tara Energy places a charge on your bill for a particular product or service, we will inform you about that product or service including all associated charges, and obtain your authorization to place those charges on your bill. If you believe that your bill includes a charge or charges for a product or service that you have not authorized, please contact Tara Energy at the telephone number or address shown below.

## Special Needs for Electric Service

You may qualify as a (i) Chronic Condition Residential Customer if you or another permanent resident of your home 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, or (ii) Critical Care Residential Customer if you or another permanent resident of your home has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life. If the serious medical condition is diagnosed by a physician as being a life-long condition, then the Chronic Condition Residential Customer designation is effective for the shorter of one year or until such time as the person with the medical condition no longer resides in the home; otherwise the Chronic Condition Residential Customer designation is effective for 90 days. The Critical Care Residential Customer designation is effective for two years. Upon your request, we will provide you with the PUCT-approved application form for Critical Care Residential Customer and Chronic Condition Residential Customer designation, which your physician must complete and return to your TDU.

## Meter Reading & Testing

If you feel that your meter is not operating properly, please either notify Tara Energy and we will contact the TDSP on your behalf, or contact your TDSP directly to request a meter test. You have the right to have your electricity meter tested once every four years at no cost to you. If you request your meter to be tested more than once every four years, and the meter is determined to be functioning properly, you may be charged a fee for the additional meter test(s) pursuant to the tariffs of your TDSP. The meter test shall be made during the TDSP's normal working hours. If you want to be present to observe the test, then it will be scheduled to accommodate you within the TDSP's normal working hours. After any requested meter test is completed, the TDSP will promptly advise you of the date that the test was conducted, who performed the test, the test results and (if applicable) the date when the meter was removed. If you prefer to read your own meter, please contact the TDSP in your area for instruction on how to read your meter.

## Service Protections

Tara Energy will not disconnect your electric service or terminate our Agreement with you for: (i) delinquency of payment by a previous occupant; (ii) failure to pay charges not related to electric service; (iii) failure to pay for a different class of electric service; (iv) failure to pay an under billing, other than for theft of service, that is more than six (6) months old; (v) failure to pay for a disputed charge until a determination as to the accuracy is made; (vi) failure to pay an under billing due to faulty metering, unless there has been meter tampering; or (vii) failure to pay estimated bills as requested when actual meter read data is not available. Furthermore, Tara Energy will not disconnect your service or terminate our Agreement with you during an extreme weather emergency, or on a holiday or weekend. If you are receiving energy assistance, Tara Energy will not disconnect service or terminate its Agreement with you for nonpayment if it receives a pledge, letter of intent, purchase order, or other notification that an energy assistance provider is forwarding sufficient payment to continue service. Additionally, if disconnection of electric service would cause some person residing at your residence to become seriously ill please contact Tara Energy for assistance. Please refer to your Terms of Service for full details.

## Customer Complaints & Disputes

You have the right to contact our service representatives to ask questions about your electric service or charges on your bill, terminate your service and conduct any other business relating to the services that we provide to you. You may submit a complaint in person, by letter, facsimile, e-mail or telephone to Tara Energy. Tara Energy will promptly investigate and advise you of the results within twenty-one (21) days.

You have the right to file an informal or formal complaint with the PUCT (and Tara Energy cannot and will not limit that right). While a complaint with the PUCT is pending, Tara Energy will not initiate collection activities with respect to the disputed portion of the bill. You will be obligated to pay any undisputed portion of the bill and Tara Energy may pursue disconnection of service for nonpayment of the undisputed portion after appropriate notice. If you wish to contact the PUCT, you will find the PUCT's contact information at the end of this document.

## **Language**

You have the right to designate receipt of the following documents and information in either English or Spanish: "Your Rights as a Customer" disclosure; Terms of Service documents; Electricity Facts Label; bill notices and termination notices; information on the availability of new electric services; discount programs; promotions; access to customer service, including the restoration of electric service and response to billing inquiries.

## **Unauthorized Switch of Service- "Slamming"**

You have the right to choose your retail electric provider. A change in your retail electric provider can only be made with your permission. If you believe that Tara Energy or some other entity has switched your electric service to another provider without your permission, please contact Tara Energy to rectify this problem. Tara Energy does not support the practice of slamming and has processes in place to deter this practice.

## **Disconnection & Termination of Service**

You do not have the right to receive electric service without payment. Tara Energy has the right to disconnect your service and terminate our Agreement with you if you fail to pay for the service provided to you. Before Tara Energy can disconnect your service and/or terminate our Agreement with you, you have the right to be provided with a disconnection and/or termination notice that will inform you of the reasons for the disconnection and/or termination and the preventative steps available to you that must be taken in order to avoid disconnection.

If your service has been disconnected for nonpayment or another reason, please contact Tara Energy immediately. Tara Energy shall upon satisfactory correction of the reasons for disconnection including payment of the appropriate disconnection and reconnection fees, notify the TDSP to reconnect your service.

## **Payment & Discount Programs**

If you contact Tara Energy and indicate an inability to pay a bill, we shall inform you of all applicable payment options, and payment assistance programs such as a payment arrangement, deferred payment plan, average/balance billing or low income energy assistance programs. Additionally, you may be qualified for financial and energy assistance programs. Please refer to your Terms of Service for full details.

Rate discounts through the LITE-UP Texas Discount Program were reinstated by the Texas Legislature to provide discounts to qualified applicants during the summer months. To apply for eligibility directly with LIDA, please call 1-800-241-7011. Tara Energy offers the benefits of this program as required by applicable rule.

## **Do Not Call List**

Customers may add their name, address and telephone number to a state-sponsored electric no-call list. A customer that registers for inclusion on the electric no-call list can expect to stop receiving telemarketing calls on behalf of REPs within sixty (60) days. The customer must pay a fee not to exceed \$5.00 to register at the time of registration by credit card, check or money order, as appropriate. Registration may be accomplished via the United States Postal Service at Texas No Call, P.O. Box 313, E. Walpole, MA 02032; Internet at [www.texasnocall.com](http://www.texasnocall.com), or telephonically at 1-866-896-6225. Registration of a telephone number on the electric no-call list expires after five (5) years. A registered customer may continue to receive calls from telemarketers other than REPs, and the customer may instead or may also register for the Texas no-call list that is intended to limit telemarketing calls regarding consumer goods and services in general, including electric service.

## **Report an Outage & Emergency Repairs**

In case of an emergency or to report an outage, please contact your TDSP directly. See contact information below.

## **Customer Information & Privacy Rights**

Tara Energy will not release your proprietary customer information except as authorized under law. Tara Energy will not provide or sell this information to any other entities without first obtaining your consent. In special circumstances the PUCT has authorized release of proprietary customer information to law enforcement agencies, energy assistance agencies, collection and credit reporting agencies, your TDSP, the registration agent, the Office of the Public Utility Counsel, the PUCT and agents, vendors, partners or affiliates of Tara Energy engaged to perform services or functions on behalf of Tara Energy.

## **Contact Information**

### **For Billing or Service Inquiries:**

Tara Energy, LLC, Certificate No. 10051, is a licensed retail electric provider. Any questions or inquiries regarding this Agreement may be directed to a Tara Energy customer service representative at [CustomerCare@TaraEnergy.com](mailto:CustomerCare@TaraEnergy.com), 713-830-1019 (or (866) GET-TARA). We are available Monday-Friday 8:00 AM-6:30 PM CST. Our internet address is [www.TaraEnergy.com](http://www.TaraEnergy.com). Our fax number is 832-553-7383. Our mailing address is: 5251 Westheimer Rd. Suite 1000, Houston, TX 77056.

### **For Outages or Emergencies:**

**CenterPoint:** 1-800-332-7143; **Oncor:** 1-888-313-4747; **Texas New Mexico Power:** 1-888-866-7456; **AEP Central:** 1-866-223-8508; **AEP North:** 1-866-223-8508

**Public Utility Commission of Texas:**

Customer Protection Division

P.O. Box 13326 Austin, Texas 78711-3326

(512) 936-7120 or in Texas (toll-free) 1-888-782-8477 - Fax (512) 936-7003 - TTY (512) 936-7136 and Relay Texas (toll-free) 1-800-735-2989

E-mail address: [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us) - Internet website address: [www.puc.state.tx.us](http://www.puc.state.tx.us)



## SUS DERECHOS COMO CLIENTE

Este documento establece "Sus Derechos como Cliente" para la compra de energía eléctrica entre Tara Energy, LLC, No. de Certificado de Proveedor Minorista de Energía Eléctrica ("REP", sigla en inglés) 10051, ("Tara Energy", "nosotros" y "nos") y usted, el cliente ("usted", "su" y "Cliente").

### **Cargos No Autorizados - Cargos en exceso (Cramming)**

Usted tiene derecho a que únicamente se le cobre por los servicios que ha autorizado, así como el derecho a cuestionar cualquier cargo o cargos no autorizados. Antes de que Tara Energy incluya un cargo en su factura por un producto o servicio específico, nosotros le informaremos acerca de ese producto o servicio, incluyendo todos los cargos asociados, y obtendremos su autorización para incluir esos cargos en su factura. Si usted considera que su factura incluye un cargo o cargos por un producto o servicio que usted no ha autorizado, por favor póngase en contacto con Tara Energy al número de teléfono o a la dirección que se indican más adelante.

### **Necesidades Especiales para el Servicio de Energía Eléctrica**

Usted puede calificar como (i) Cliente Residencial con Condición Crónica si usted, u otro residente permanente de su hogar ha sido diagnosticado por un medico con una condición médica que requiere un aparato que utiliza electricidad o necesita calefacción o aire acondicionado para prevenir que le afecte una función vital debido al deterioro o empeoramiento de la condición médica de la persona o (ii) Cliente Residencial de Cuidado Crítico si usted u otro residente permanente de su hogar ha sido diagnosticado por un doctor que depende de un aparato medico eléctrico para sostener su vida. Si la condición médica es diagnosticada como una condición permanente, la designación como Cliente Residencial con Condición Crónica será efectiva durante un año o hasta que la persona con la condición médica ya no resida en el hogar, cual plazo sea menor. De otra manera, la designación Cliente Residencial con Condición Crónica será vigente durante 90 días. La designación Cliente Residencial de Cuidado Crítico será vigente durante dos años. A solicitud suya, nosotros le proveeremos la aplicación aprobada por la CSPT para la designación Cliente Residencial de Cuidado Crítico y Cliente Residencial con Condición Crónica la cual deberá ser completada por su medio y devuelta a la compañía de distribución.

### **Lectura y Prueba del Medidor**

Si usted cree que su medidor no está funcionando adecuadamente, por favor notifique a Tara Energy y nosotros nos pondremos en contacto con el Proveedor de Servicio de Transmisión y Distribución ("TDSP", sigla en inglés) en su nombre, o póngase directamente en contacto con su TDSP para solicitar una prueba del medidor. Usted tiene derecho a que se compruebe el buen funcionamiento de su medidor de energía eléctrica de manera gratuita una vez cada cuatro años. Si usted solicita que se compruebe el buen funcionamiento de su medidor más de una vez cada cuatro años, y se determina que el medidor está funcionando adecuadamente, se le puede cobrar un recargo por la ejecución de la(s) prueba(s) adicional(es) del medidor, de conformidad con las tarifas de su TDSP. La prueba del medidor deberá realizarse durante las horas normales de trabajo del TDSP. Si usted desea estar presente para observar la prueba, entonces esta prueba será programada de tal manera que usted pueda asistir dentro de las horas normales de trabajo del TDSP. Luego de completar cualquier prueba del medidor que se hubiese solicitado, el TDSP le informará inmediatamente la fecha en la que se realizó la prueba, quién la llevó a cabo, los resultados de la misma, y (de ser aplicable) la fecha en que el medidor fue retirado. Si usted prefiere leer su propio medidor, por favor póngase en contacto con el TDSP en su área para recibir instrucciones sobre cómo leer su medidor.

### **Protecciones del Servicio**

Tara Energy no desconectará su servicio eléctrico ni terminará nuestro Contrato con usted a causa de: (i) mora en el pago por parte de un inquilino anterior; (ii) incumplimiento en el pago de cargos no relacionados con el servicio de energía eléctrica; (iii) incumplimiento en el pago por cualquier tipo de servicio de energía eléctrica diferente; (iv) incumplimiento en el pago de una sub-facturación, que no sea por robo del servicio, que se encuentre vencido por más de seis (6) meses; (v) incumplimiento en el pago de un cargo cuestionado hasta que se realice una determinación exacta; (vi) incumplimiento en el pago de una sub-facturación debido a una medición defectuosa, a menos que el medidor haya sido manipulado; o (vii) incumplimiento en el pago de facturas estimadas, tal como se haya solicitado, cuando la lectura real de datos del medidor no se encuentre disponibles. Además, Tara Energy no desconectará su servicio ni terminará nuestro Contrato con usted durante una emergencia causada por condiciones climáticas extremas, o durante un feriado o fin de semana. Si usted está recibiendo asistencia para el suministro de energía, Tara Energy no desconectará el servicio ni terminará su Contrato con usted debido a la falta de pago, siempre que Tara Energy reciba una garantía, carta de intención, orden de compra, u otra notificación en el sentido de que un proveedor que brinda asistencia para el servicio de energía enviará el pago suficiente para permitir la continuidad del servicio. Adicionalmente, en caso de que la desconexión del servicio de energía eléctrica pudiese ser la causa para que alguna persona que vive en su residencia sufra una enfermedad grave, por favor póngase en contacto con Tara Energy para solicitar ayuda. Refiérase a sus Términos del Servicio para obtener mayores detalles.

### **Reclamos y Desacuerdos del Cliente**

Usted tiene derecho a contactarse con nuestros representantes del servicio para formular preguntas acerca de su servicio de energía eléctrica o sobre los cargos incluidos en su factura, para dar por terminado su servicio y llevar a cabo cualquier otro negocio relacionado con los servicios que nosotros le suministramos. Usted puede presentar un reclamo a Tara Energy, ya sea personalmente o por medio de una carta, facsímil, correo electrónico o teléfono. Tara Energy investigará enseguida dicho reclamo y le comunicará los resultados dentro de veintiún (21) días.

Usted tiene derecho a interponer un reclamo formal o informal ante la PUCT (y Tara Energy no puede ni podrá limitar ese derecho). Mientras se encuentre pendiente cualquier reclamo ante la PUCT, Tara Energy no iniciará actividades de cobro con relación a la porción de la factura que ha sido cuestionada. Usted estará obligado/a a pagar cualquier porción no cuestionada de la factura y Tara Energy podrá proseguir con la desconexión del servicio por falta de pago de la porción no cuestionada, luego de enviar la notificación correspondiente. Si desea ponerse en contacto con la PUCT, al final de este documento encontrará la información de contacto de la PUCT.

### **Idioma**

Usted tiene derecho a especificar si desea recibir los siguientes documentos e información ya sea en inglés o en español: declaración sobre "Sus Derechos como Cliente"; documentos relacionados con los Términos del Servicio; Etiqueta de Datos sobre Electricidad, notificaciones de facturas y notificaciones de terminación, información sobre la disponibilidad de nuevos servicios de energía eléctrica, programas de descuento, promociones; acceso al servicio al cliente, incluyendo el restablecimiento del servicio de energía eléctrica y respuestas a inquietudes acerca de la facturación.

### **Cambio No Autorizado del Servicio - "Slamming" (acción forzada o impuesta)**

Usted tiene derecho a elegir su proveedor minorista de energía eléctrica. Cualquier cambio con respecto a su proveedor minorista de energía eléctrica podrá efectuarse únicamente con su permiso. Si usted cree que Tara Energy o cualquier otra entidad ha cambiado su servicio de energía eléctrica hacia otro proveedor sin su permiso, por favor póngase en contacto con Tara Energy para rectificar este problema. Tara Energy no apoya la práctica del slamming (o acción forzada o impuesta) y cuenta con procedimientos adecuados para impedir esta práctica.

### **Desconexión y Terminación del Servicio**

Usted no tiene derecho a recibir servicio de energía eléctrica sin efectuar pago alguno. Tara Energy tiene derecho de desconectar su servicio y terminar nuestro Contrato con usted si usted no cumple con el pago del servicio que se le proporciona. Antes de que Tara Energy pueda desconectar su servicio y/o terminar nuestro Contrato con usted, usted tiene derecho a que se le proporcione una notificación de desconexión y/o terminación, mediante la cual se le informará las razones para la desconexión y/o terminación y las medidas preventivas que están disponibles y que deberían tomarse a fin de evitar la desconexión.

En caso de que su servicio haya sido desconectado por falta de pago o por cualquier otra razón, por favor póngase en contacto con Tara Energy inmediatamente. Luego de la corrección satisfactoria de las razones que causaron la desconexión, lo cual incluye el pago de los recargos correspondientes a la desconexión y reconexión, Tara Energy notificará al TDSP para que su servicio sea reconectado.

### **Programas de Pagos y Descuentos**

Si usted se pone en contacto con Tara Energy para indicar su incapacidad para pagar una factura, nosotros le informaremos acerca de todas las opciones de pago aplicables y de los programas de asistencia para efectuar pagos, tales como un acuerdo de pago, plan de pago diferido, facturación del promedio/saldo o programas de asistencia para brindar energía eléctrica a personas de bajos ingresos. Adicionalmente, usted puede calificar para beneficiarse de los programas de ayuda financiera y asistencia en el servicio de energía eléctrica. Por favor refiérase a sus Términos del Servicio para obtener mayores detalles.

Los descuentos de las tasas a través del Programa de Descuento LITE-UP de Texas fueron reincorporados por la Legislación de Texas, a fin de proporcionar descuentos durante los meses de verano a solicitantes calificados. Con el fin de aplicar directamente con LIDA para ser considerado elegible, por favor llame al número 1-800-241-7011. Tara Energy ofrece los beneficios de este programa tal como lo requiere la norma aplicable.

### **Lista de Registro para No-Recibir-Llamadas**

Los clientes pueden añadir sus nombres, direcciones y números telefónicos a una lista del servicio de energía eléctrica auspiciada por el Estado para no-recibir-llamadas. Un cliente que se ha registrado para que le incluyan en la lista del servicio de energía eléctrica para no-recibir-llamadas puede esperar que dentro de un plazo de sesenta (60) días ya no reciba llamadas de tele marketing a nombre de REPs. El cliente deberá pagar un recargo que no excederá de \$5.00, para registrarse al momento de la inscripción por medio de una tarjeta de crédito, cheque o giro postal, según sea el caso. Dicho registro lo puede realizar a través de la opción de No-Recibir-Llamadas del Servicio Postal de los Estados Unidos en Texas, P.O. Box 313, E. Walpole, MA 02032; vía Internet a [www.texasnocall.com](http://www.texasnocall.com), o telefónicamente llamando al número 1-866-896-6225. El registro de un número telefónico en la lista del servicio de energía eléctrica para no-recibir-llamadas expira después de cinco (5) años. Un cliente registrado puede continuar recibiendo llamadas de tele vendedores que no sean REPs; en tal caso el cliente podrá, como una alternativa o adicionalmente, registrarse en la lista de Texas para no-recibir-llamadas, cuyo objetivo es limitar las llamadas de tele marketing relacionadas con productos y servicios para el consumidor en general, incluyendo aquellas del servicio de energía eléctrica.

### **Reporte sobre Interrupción del Servicio y Reparaciones de Emergencia**

En caso de existir alguna emergencia o para reportar alguna interrupción del servicio, por favor póngase en contacto directamente con su TDSP. Más adelante encontrará la información de contacto.

### **Información del Cliente y Derechos de Privacidad**

Tara Energy no revelará su información patentada de cliente excepto según sea autorizado de acuerdo con la Ley. Tara Energy no proporcionará o venderá esta información a otras entidades sin haber primero obtenido su consentimiento. En circunstancias especiales la PUCT ha autorizado la revelación de la información patentada del cliente a agencias encargadas de hacer cumplir la ley, agencias de asistencia de energía eléctrica, agencias de cobro e informes de crédito, su TDSP, el agente de registro, la Oficina del Consejo de Servicios Públicos, la PUCT y agentes, vendedores, socios o afiliados de Tara Energy dedicados a realizar servicios o funciones en nombre de Tara Energy.

### **Información de Contacto**

#### **Para Preguntas sobre Facturación o Servicio:**

Tara Energy, LLC, Certificado No. 10051, es un proveedor minorista autorizado de energía eléctrica. Cualquier pregunta o inquietud relacionada con este Contrato la puede dirigir a un representante del servicio al cliente de Tara Energy, escribiendo a [CustomerCare@TaraEnergy.com](mailto:CustomerCare@TaraEnergy.com), o llamando al teléfono 713-830-1019 (o al (866) GET-TARA). Estamos disponibles de Lunes-Viernes 8:00 AM-6:30 PM CST. Nuestra dirección de Internet es [www.TaraEnergy.com](http://www.TaraEnergy.com). Nuestro número de fax es 832-553-7383. Nuestra dirección postal es: 5251 Westheimer Rd. Suite 1000, Houston, TX 77056.

#### **Para Interrupciones de Servicio o Emergencias:**

**CenterPoint:** 1-800-332-7143; **Oncor:** 1-888-313-4747; **Texas New Mexico Power:** 1-888-866-7456; **AEP Central:** 1-866-223-8508; **AEP North:** 1-866-223-8508

#### **Comisión de Servicios Públicos de Texas:**

Customer Protection Division (División de Protección al Cliente)

P.O. Box 13326 Austin, Texas 78711-3326

(512) 936-7120 o en Texas (llamada gratuita) 1-888-782-8477 - Fax (512) 936-7003 - TTY (512) 936-7136 y Relay Texas (llamada gratuita) 1-800-735-2989

Dirección de Correo electrónico: [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us) - Dirección del sitio web en Internet: [www.puc.state.tx.us](http://www.puc.state.tx.us)