



TERMS OF SERVICE AGREEMENT *POWERPlan Plan*

Thank you for choosing Power House Energy ("PH"), as your Retail Electric Provider ("REP"). We recognize you have a choice, and we appreciate trusting us with your energy needs. This Terms of Service Agreement ("TOS") explains the terms and conditions that govern your electric service with PH. This TOS along with the Electricity Facts Label ("EFL") Prepaid Disclosure Statement ("PDS") and Your Rights as a Customer ("YRAC") provided at enrollment, will help you answer any questions you may have about your service.

1. CUSTOMER ACKNOWLEDGMENT

Pursuant to §25.498, <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.498/25.498.pdf> "The continuation of electric service depends on your prepaying for service on a timely basis and if your balance falls below \$0.00, your service may be disconnected with little notice. Some electric assistance agencies may not provide assistance to customers that use prepaid service."

2.1 CONTACT INFORMATION

REP Name	Power House Energy
PUC Certificate No.	10064
Mailing Address	P.O. Box 131515, The Woodlands, TX 77393-1615
Customer Care	1-800- 576-9374 Mon-Fri 8:00am-5:00pm Central Time
Fax	1-866- 792-8183
Website	www.powerhousetx.com
E-mail	customercare@powerhousetx.com

2.2 SERVICE OUTAGE REPORTING

A Transmission and Distribution Service Provider ("TDSP") is a company that owns and maintains transmission and distribution lines, as well as the electric meters in a service area. If a power outage occurs, you should contact your appropriate TDSP:

Oncor	888-313-4747
Centerpoint	800-332-7143
TNMP	888-866-7456
AEP	866-223-8508
Sharyland	956-668-9951

3.1 TERM

Electricity service with PH begins after customer establishes a **connection balance of at least \$25.00**. It will continue until the amount drops to \$0.00 and service will then be interrupted **until a positive balance** is established in customer's account. Customer can cancel at anytime by contacting Power House **at 1-800-576-9374 Mon-Fri 8:00am-5:00pm Central Time**.

3.2 PRICE

The PH variable rate includes: the price of the energy supply; ERCOT pass through charges, the transmission and distribution charges and other related charges from your local TDSP. Not included in your energy rate is a \$0.00 enrollment processing fee, \$0.33 daily fee, PUCT assessment, all applicable taxes, including Gross Receipts Tax ("GRT") and any non-recurring TDSP fees. See 4.1 for all PH charges. Variable priced products have a contract term of 31 days or less and may change without advance notice. The historical prices of this variable product are available at www.powerhousetx.com

3.3 METERING

Customer will be charged based on actual usage received from your Advanced Meter System ("AMS",) also known as a Smart Meter, which records electricity, transmits usage every 15 minutes. The meter is owned, installed, maintained and read by the TDSP and usage information is kept at an electronic clearinghouse at Smart Meter Texas ("SMT"). You can log into the SMT website to see your detailed usage daily. https://www.smartmetertexas.com/CAP/public/residential/residential_overview.html



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3.4 TDSP SWITCHING CHARGES

There is no TDSP charge for a standard switch, which may occur within 5 to 7 business days after enrollment. If a customer requests a move-in to an existing or new meter, self-selected switch (a date chosen at least 5 business days ahead) or a priority move-in (same day service), the TDSP may assess a charge that may be passed through to customer. This charge will vary from TDSP to TDSP and the charge is subject to change by the TDSP.

Type of Switch	Centerpoint	Oncor	AEP South	AEP West	TNMP	Sharyland
Move-in	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Self-selected	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Priority*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

* An additional \$0.00 PH processing fee will be added.

4.1 POWER HOUSE FEES

Type	Amount
Initial Enrollment Processing Fee	\$0.00
Daily Fee	\$0.33
Reconnection Fee	\$0.00
Payment Fee	Up to \$2.95
Priority Move-in Fee	\$0.00 in addition to TDSP fee
Request for a mailed copy of a Statement of Usage & Payment	\$4.99

*Not included are TDSP fees and applicable taxes. See 3.2 of TOS.

4.2 NOTIFICATIONS FROM PH

During enrollment, customer will receive PH notifications via text message, e-mail or both; and language preference, English or Spanish. Notifications include: payment confirmations, disconnect warning 5 days before funds expire (See 4.3 of TOS) and disconnection imminent due to \$0.00 balance. These communication methods will also be used for enrollment acknowledgment, providing enrollment documentation such as TOS, EFL, PDS and YRAC; and public service announcements.

4.3 CONTINUOUS ACCOUNT INFORMATION

PH provides account information continuously (7 days a week, 24 hours a day) by calling the automated service at 1-800- 576-9374 or logging into the My Account area of www.powerhousetx.com. Due to potential system or internet outages, including normal maintenance, PH cannot guarantee that either system will be available to customer at all times.

4.4 SUMMARY OF USAGE AND PAYMENT

PH will provide a Summary of Usage and Payment ("SUP") within 3 business days of customer request, which can be made by calling Customer Care at **1-800-576-9374 (Mon-Fri 8:00am-5:00pm Central Time)** or e-mail customer@powerhousetx.com. If customer requests an electronic copy (e-mail or fax), there will be no additional fee; however, \$4.99 will be charged for paper copy requests via United States Postal Service. The SUP will include: dates and payment amounts made during the coverage period, customer's consumption and charges, any non-recurring fees and the customer's average price for electric service for each calendar month included in the SUP.

5.1 INTERRUPTION OF ELECTRIC SERVICE

Service can be interrupted if your PH account balance drops below \$0.00 or by cancelation of service by customer. PH cannot disconnect on the weekends or holidays or during an extreme weather emergency in the county in which service is provided. <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/25.498/38675adt.pdf>

5.2 DISCONNECT WARNING NOTIFICATION

The customer will receive a disconnect warning via text message or e-mail 5 days before estimated disconnect date and will continue to receive notifications until service is disconnected or funds are added to account. Included in message will be current balance and days remaining of electric service. PH will not be obligated to resend the message if, for some reason, it is undeliverable. Customer is responsible to contact PH Customer Care with any account updates; including mobile phone or e-mail updates.



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5.3 OUTSTANDING ACCOUNT BALANCE

The smart meter is managed by the TDSP. If due to technical difficulties, electric service continues after the account balance reaches \$0.00, your account will continue to accrue all charges for the electricity service received. When your PH account is equal or less than \$0.00, PH will request the TDSP to interrupt your service. If the TDSP performs the interruption, then any costs incurred on your account while waiting for the TDU to perform an interruption may result in an increased outstanding balance.

6.1 RECONNECTION

Service will be reinstated within 1 to 2 hours depending on the TDSP transaction processing time after funds are deposited into the account bringing the balance to a positive amount. A reconnect fee of \$0.00 will be deducted from your account along with any TDSP reconnect fees.

6.2 PAYMENT OPTIONS

Customers may replenish their PH account balance via a credit card payment by calling PH Customer Care at **1-800- 576- 9374 (Mon-Fri 8:00am-5:00pm Central Time)** or logging into their account at www.powerhousetx.com. Customers may also call PH Customer Care at **1-800- 576-9374** or visit PH's website at www.powerhousetx.com for a list of in-person cash payment locations.

6.3 INSUFFICIENT FUNDS AND RETURNED PAYMENTS

PH will charge a \$30.00 fee per incident on all returned electronic payments or rejected credit card payments.

6.4 PAYMENT ASSISTANCE AND DISCOUNT PROGRAMS

Should you need assistance paying for your electricity service, you may call 1-877-399-8939 or go to <http://www.tdhca.state.tx.us/ea/index.htm> for a list of assistance agencies. Upon request, PH will provide a recent summary and usage payment history (See 4.4), and will cooperate with energy assistance agencies. PH also offers discounted electrical service to eligible customers that qualify for LITE-UP Texas, a program that reduces the monthly cost of electricity for qualified low-income individuals during certain months of the year. Qualified customers will automatically receive a discounted rate for energy consumption during the qualifying period. LITE-UP Texas Self- Enrollment Discount form and FAQ can be accessed at by calling 1-866-454-8387 or at <http://www.puc.state.tx.us/consumer/lowincome/Assistance.aspx>.

6.5 DEFERRED PAYMENT PLANS

Deferred payment plans are available to customers upon request if a customer has been underbilled by \$50.00 or more; a customer's account balance reflects a negative balance of \$50 or more during an extreme weather emergency; or a state of disaster has been declared by the Governor. Please contact Power House Energy at **1-800- 576-9374 (Mon-Fri 8:00am-5:00pm Central Time)** about deferred payment plan options. PH may require an initial payment to initiate these plans. If you enter into a deferred payment plan, Power House may apply a switch-hold until your deferred payment plan is paid in full. A switch-hold means you will not be able to buy electricity from another company while the switchhold is in place.

7. CRITICAL CARE AND CHRONIC CONDITION

Because PH offers a prepaid product, PH cannot knowingly accept any customers that have qualified as a Critical Care or Chronic Condition residential customer. Contact PH if you have this qualification so we may promptly transition you to postpaid service or another REP in a manner that avoids a service disruption.

8. TERMINATION OF AGREEMENT BY CUSTOMER

As a buyer of a prepaid product, you may terminate your electric service at any time without penalty or fees. Contact PH at **1-800-576-9374 (Mon-Fri 8:00am-5:00pm Central Time)** to cancel service and any remaining balance will be mailed to the address provided or listed on account.

ANTIDIRCRIMINATION

Power House Energy does not deny service based on 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 an economically distressed geographic area, or qualification for low income or energy efficiency services.

RIGHT OF RECISSION

Under market rules, a customer has until midnight of the 3rd federal business day after accepting the TOS to rescind the electric switch to PH without penalties or fees. Please contact Power House Customer Care at **1-800-576-9374 (Mon-Fri 8:00am-5:00pm Central Time)** under the 3 day right of rescission period.



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LIMITATION OF LIABILITY

If PH is rendered unable by Force Majeure to carry out, in whole or in part, its obligations under this Agreement and such Party gives notice and full details of the event to the customer as soon as practicable after the event, then during the pendency of such Force Majeure, but no longer period, the obligations of PH affected by the event (other than the obligation to make payments, then due or becoming due with respect to performance prior to the event) shall be excused to the extent required. PH shall take all reasonable steps to remedy the effect of the Force Majeure event. Force Majeure shall mean any act or event that is beyond the reasonable control, and without the fault or negligence of PH. A Force Majeure event includes, but is not limited to, an act of God; labor disturbance; act of public enemy; war; insurrection; riot; embargo; fire; storm; lightning; flood; explosion; breakage or accident due to machinery or equipment; acts of other parties, including ERCOT, qualified scheduling entities, TDSPs, and the respective employees and agents of such parties; a curtailment order, regulation, or restriction imposed by a governmental, military, or lawfully established civil authority; and any other condition beyond the control and without the fault of PH.

To ensure your entitled quality of service, any complaints submitted to PH will be promptly investigated and addressed within twenty one (21) days. If you are not satisfied with the results of our investigation, you have the right to file an informal or formal complaint with the Public Utility Commission of Texas (PUC). In filing any complaints to the PUC, please include your name, address, telephone number, name of your Utility Provider, customer account number, detail of complaint, and any other documentation that supports the complaint. The commission will review the complaint and notify you of the result of their investigation (<http://www.puc.state.tx.us/rules/subrules/electric/25.485/25.485.pdf>).

Public Utility Commission of Texas Contact Information

E-mail: customer@puc.state.tx.us
Website: www.puc.state.tx.us
Phone: 1-888-782-8477 (toll free in Texas) or 512-936-7120 TTY 512-936-7136 and Relay Texas (toll-free) 1-800-735-2989
Fax: 512-936-7003
Address: PUCT, Customer Protection Division, P.O. Box 13326, Austin, TX 78711-3326