



## ENERGY TEXAS TERMS OF SERVICE - RESIDENTIAL

Ready for great service, minus unnecessary hassle and complexity? You've got it. These pages outline our agreement with you: what we'll deliver, how to contact us, information about billing, and much more. We want to be 100% clear and up-front with you at all times, so please have a read, and thanks again for choosing Energy Texas!

**The following Terms of Service ("TOS") together with your Electricity Facts Label (EFL) and the Your Rights as a Customer (YRAC) document make up the agreement for your service (your "Contract").**

Thank you for choosing Rhythm Ops, LLC d/b/a Energy Texas ("Energy Texas," "we," "our") as your retail electric provider ("REP"). We recognize you have a choice and appreciate your trusting us to meet your needs. This Terms of Service Agreement ("TOS") explains the terms and conditions that govern your electric service with Energy Texas. This TOS, together with your enrollment documentation, your Electricity Facts Label ("EFL"), and the Your Rights as a Customer ("YRAC") document compose your Contract with Energy Texas. As your REP, we will arrange for the delivery of electricity from your Transmission and Distribution Service Provider ("TDSP"), the company whose poles and wires bring power to your home. If you ever have any questions regarding your electricity service, please do not hesitate to contact us.

## CONTACT INFORMATION

### How to contact us.

#### Contact Information:

Doing Business As:	Energy Texas
Certificate Number:	10279
Mailing Address:	24 Greenway Plaza, Suite 610, Houston, TX 77046
Customer Care:	1-888-830-0871
Hearing and Speech Impaired:	1-888-830-0871, option 9
Internet Address:	<a href="http://www.energytexas.com">www.energytexas.com</a>
E-mail:	<a href="mailto:support@energytexas.com">support@energytexas.com</a>
Customer Service Hours:	Monday thru Friday: 8:00 AM to 8:00 PM (Central Time) Saturday and Sunday*: 9:00 AM to 3:00 PM (Central Time)

\*Please note Customer Service is available via chat only on Sundays

### Power outage? Here's how to report it.

#### Outage Reporting

In the event of an outage in your area, please call your local TDSP:

Oncor:	1-888-313-4747
CenterPoint Energy:	1-800-332-7143
TNMP	1-888-866-7456
AEP:	1-866-223-8508
LP&L:	1-806-775-2509

**Para nuestros clientes que hablan español, tenemos documentos para ustedes, también.**

#### Spanish Language (En español):

Usted puede obtener los documentos de su contrato comunicándose con nosotros al 1-888-830-0871 o visitando el sitio de internet [www.energytexas.com](http://www.energytexas.com).



TERMS OF SERVICE - RESIDENTIAL

Version 2.0 Rhythm Ops, LLC d/b/a Energy Texas, REP Certificate #10279

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## UNDERSTANDING YOUR SERVICE

### **The term of this agreement is outlined on your EFL.**

The Contract term will begin on the meter read date set by your TDSP (unless you and Energy Texas otherwise agree) and will continue for a period specified in your EFL but will end on the contract end date of this contract specified by Energy Texas.

### **We believe in rewarding our customers.**

Information on Energy Texas's rewards programs can be found at <https://www.energytexas.com/get-to-learnin>. Energy Texas reserves the right to change or cancel at any time without notice or liability any benefits, rewards, or bonuses provided to you that may be provided by a third party or Energy Texas. Energy Texas' rewards points are not transferable and have no cash value. Unused Energy Texas rewards points will be forfeited without consideration when your service with Energy Texas ends.

### **We support renewable energy from a variety of sources.**

#### **Renewable Energy and Renewable Energy Credits:**

The electricity sold under this Contract will be supplied from a variety of generating sources. If you purchase a renewable product from Energy Texas, you are financially supporting renewable energy generation sources, and the required amount renewable energy credits will be retired to authenticate the renewable component of the product specified in your EFL. Your TDSP does not necessarily deliver, and you will not necessarily receive the specific electricity generated from that renewable source at your service address. We make no representations or warranties other than those expressly set forth in the Contract, and we expressly disclaim all other warranties, written or oral, express, or implied including merchantability, conformity to models or samples and fitness for a particular purpose.

## CANCELLATION

### **Switching to Energy Texas? You can cancel without penalty within 3 days.**

#### **Right of Rescission:**

**If you are switching to Energy Texas from another REP, you can cancel your acceptance of the Contract with us without penalty or fee by contacting us before midnight of the third federal business day after the date of your enrollment authorization and receipt of the contract documents. Please include the following:**

- (1) Request to cancel Contract**
- (2) Name, address, phone number**
- (3) Account Number or ESI-ID Number**

**You may call us to cancel at 1-888-830-0871 with this information or e-mail us at [support@energytexas.com](mailto:support@energytexas.com).**

#### **You can cancel at any time.**

To cancel this Contract, call 1-888-830-0871 or email [support@energytexas.com](mailto:support@energytexas.com). Cancellation is permitted for any reason. After the rescission period described in the "Right of Rescission" section expires (or, if applicable, the 30-day trial period described in your EFL), you will be assessed the early termination fee set forth in your EFL if you terminate your service under this Agreement prior to the expiration of your initial term, or if Energy Texas terminates your service due to your breach of the terms of this Contract. Energy Texas' obligations will end after the meter read date where we are no longer designated as your REP or when your electric service is disconnected by the TDSP. Your obligations under the contract will end when your account balance is paid in full.

You may cancel your Contract with Energy Texas without a penalty (or an early termination fee) if (1) Energy Texas notifies you of a material change to the Terms of Service and you elect to terminate your Contract due to the material change of the Terms of Service within 14 days of the date of Energy Texas's notice, or (2) you move to another service location and provide evidence that you are moving along with a forwarding address. Energy Texas reserves the right to terminate this

Contract for nonpayment, fraud, theft of service, believable threats, or harm made by the customer to Energy Texas's owners, employees, or contractors, or for insufficient payments past the due date. Regardless of the method or reason for cancellation of the Contract, you are responsible for all outstanding charges incurred through the date on which the cancellation is effected by the TDSP.

**We want to keep you happy - share your questions, comments, complaints or questions anytime.**

Please contact us if you have specific comments, questions, complaints, bill questions, or if you feel your bill is incorrect, by calling an Energy Texas Customer Care Representative, or email support@energytexas.com. If you are not satisfied with our attempt to resolve the problem, you may file a complaint with our company and request an Energy Texas supervisory review. If we fail to resolve your dispute, it is your right to file a complaint with the PUCT. The PUCT contact information is as follows: Public Utility Commission of Texas, Customer Protection Division P.O. Box 13326, Austin, Texas, 78711-3326; telephone 1-512-936 7120 or 1-888-782-8477; fax 1-512-936-7003; Email: customer@puc.texas.gov; website: www.puc.texas.gov; and Relay Texas (toll-free) at 1-800-735-2989. Please see your YRAC document for more information.

**We have different products to meet your unique energy needs.**

The PUCT requires classification of your electricity plan into one of two categories: fixed rate and variable price. Your EFL contains your specific product type and term information. Energy Texas offers the following products:

**Fixed Rate Products:**

*Term and Pricing* - Fixed Fixed rate products have a Contract term of at least three (3) months and the price of a fixed rate product will only change subject to Changes in Law as described below.

**Variable Price Products:**

*Term and Pricing* – Variable price products can only have a contract term of 31 days or less. After the first billing cycle, the price may vary without advance notice according to a method determined by the provider in its sole discretion.

**Changes in law**

The price can change during the contract term without advance notice only to reflect actual changes in TDU charges; changes to the ERCOT or other 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 Energy Texas that are beyond our control.

**We will give you advance notice before we make any non-price changes.**

We can change non-price related provisions of your Contract, other than the length of your Contract, by providing you with advance notice. We will notify you at least 14 days before the change is applied to your bill or otherwise takes effect. If you do not cancel your Contract before the effective date of the change, the change will become effective on the date stated in your notice. Notice is not required for a change that benefits you.

**We'll let you know when your agreement is expiring.**

If you are on a product that has a contract term of at least three months, an expiration notice will be sent to you at least fourteen (14) days before the end of your initial Contract term as specified in your EFL. This expiration notice will be sent by mail or by e-mail if your email address is available to Energy Texas and you have requested to receive contract-related notices electronically. If you do not take action to switch to another REP upon the expiration of your term, you will continue to be served by Energy Texas under a default renewal monthly product after the end of the Contract term until you select another Energy Texas electricity plan, switch to another REP, or we disconnect or terminate your electricity service. The EFL for your month-to-month default renewal product, which will describe the price and other terms, will be included with your contract expiration notice.

## BILLING

### Pricing? It's all in your EFL. Fees? They're all outlined on your bill.

You agree to pay the pricing in your EFL and all amounts shown on your bill. Your current price is set forth in the EFL you received during your enrollment or renewal, or with your contract expiration notice. Energy Texas offers various product and plan structures, and different pricing elements are in effect on your account depending on the product and plan structure currently under contract. Some products may require an advanced meter (smart meter) that records your usage more frequently and you will only be eligible for these prices if the appropriate meter and any other necessary equipment are installed at your location.

### About your monthly bill.

Energy Texas will bill you monthly, unless service is provided for a period of less than one month, or you and Energy Texas agree to an alternative billing arrangement that provides for less frequent bills.

Your bill will be based on the amount of electricity and services associated with your ESI-ID as reported and measured by the TDSP to ERCOT. If you have selected to have your bill due on a specific date, in addition to usage information provided to Energy Texas from your TDSP and ERCOT, your bill may be based on data from the Smart Meter Texas portal or ERCOT settlement data.

If the TDSP or ERCOT does not provide Energy Texas with meter readings or usage information in time to prepare and send a monthly bill, your bill may be based on your estimated usage. If your bill is issued based on estimated usage, Energy Texas will true-up your Energy Texas electricity usage the following month or upon receipt of actual usage from the TDSP or ERCOT.

Customers who enroll in Paperless communications will receive bills and other contract communications via means of electronic delivery.

Any bill credits earned or applied by Energy Texas have no cash value.

If you agree to purchase other products or services from us or you purchase products or services that are offered by us but provided from our affiliates or other third parties (Third Party Services), you acknowledge that the bill we provide you may include the charges for those products and services. We will apply all payments you make on your bill first to the amounts you owe us for electric service. Any amounts owed but not paid for charges unrelated to your electricity service will not impact your electricity service or result in disconnection of your electricity service.

### We'll also outline any TDSP fees on your bill.

You agree to pay non-recurring fees charged by the TDSP necessary to implement and/or maintain electric service for you, which may include service connection, disconnection or reconnection fees, meter test fees or special out-of-cycle meter read fees. These fees are not included in the average kWh shown on your EFL but are shown separately on your bill. These non-recurring TDSP fees vary depending on the TDSP that serves your ESI-ID.

### How to avoid late payments and past due balances.

Your bills are due and payable by the due date on your bill, which will be no earlier than sixteen (16) calendar days after the billing date. Bill payments are deemed past due and delinquent if not received by the close of business on the day that the bill is due.

### Any additional charges or fees will be listed separately on your bill.

You may also be charged fees (other than the ETF fee) described for services that Energy Texas provides. These fees will be listed separately on your bill and are described below:

(1) Late Payment Penalty: Late payments, delinquent or past due balances may result in a one-time late fee equal to five percent (5%) of the month's past due amount.

(2) Insufficient Funds Fee: We may assess a \$30 fee for each payment that is not processed due to insufficient funds or other type of bank return or payment rejection.

(3) Disconnection for Non-Payment Transaction Fee: If (i) amounts due to Energy Texas remain unpaid for ten (10) days after we send you a disconnect notice, and (ii) Energy Texas orders a disconnection for non-payment, Energy Texas may assess a fee up to \$25 per occurrence.

(4) Disconnect Notice Fee: \$25 may be assessed each time we send you a disconnection notice; this fee will be assessed regardless of whether your electric service is actually disconnected.

(5) Reconnect Fee: we may assess a \$25 fee each time we process a reconnection transaction for your account.

(6) A Payment Transaction Fee: we may charge a \$5 fee each time you conduct a payment transaction with the assistance of an Energy Texas care agent.

(7) Document Process Fee of up to \$5 may be assessed for each request for additional (i) invoice copies, (ii) payment reference letters, (iii) billing summaries, or (iv) additional copies of your Contract documents. To avoid this fee, you can access this information and documents in your online Energy Texas account.

(8) Credit Card Processing Fee: we may charge a fee up to \$3.00 for each credit card payment transaction unless such credit card payment transaction is made pursuant to an Auto-Pay payment transaction.

**You're responsible for taxes (so let us know if you're exempt).**

You will be responsible and guarantee us for any and all Taxes. The term "Taxes" means all federal, state and local taxes, fees, governmental charges, and assessments presently or hereafter imposed on you as purchaser of electricity, on us as seller of electricity, or on electricity sales transactions, including, without limitation, gross receipts taxes, municipal administrative fees, and generation, utility, TDSP, regulatory, or electricity taxes and assessments. If you are exempt from gross receipts tax due to living in an unincorporated area, it is your responsibility to provide us with this information, so that we can update your account accordingly. All bills for electric service will include applicable federal, state, and local taxes. Tax-exempt customers must provide us with appropriate exemption certificates before assessment and collection of taxes can be waived. For additional price information, please refer to your EFL.

**Choose how to pay.**

Energy Texas offers a number of ways for you to pay your bill. For more details, please visit [www.energystexas.com](http://www.energystexas.com), call 1-888-830-0871, or email [support@energystexas.com](mailto:support@energystexas.com). Some of our bill payment options that may be available to you include:

Auto Pay: Auto Pay is a convenient option in which bills will be paid automatically each billing cycle on their due date using a customer's default credit card, debit card, or bank account information.

Online Digital Payment: Digital Payments can be submitted online using Energy Texas' quick pay system available at [app.energystexas.com](http://app.energystexas.com), which does not require you to log in to your Energy Texas account.

By Telephone: Call us at 1-888-830-0871 to make a payment. Note some payments made over the phone may result in the assessment of a fee as set forth in these terms.

Certain authorized bill payment centers may allow you to pay your bill in person by cash, check or money order. These payment centers may charge a fee for payment processing, and payment made through any third-party payment centers may take up to additional 7 business days for Energy Texas to receive your payment.

**Need assistance with payments? Give us a call so we can review your options.**

**Payment Assistance:**

Please call us as soon as possible if you need assistance with paying your bill as you may qualify for payment assistance, a payment arrangement that allows you to pay your bill after the due date, or a deferred payment plan that allows you to spread your outstanding balance over several months.

Energy Texas also has an energy assistance program that is funded in part by contributions from Energy Texas customers. Please call us for additional details.

Low-income customers may be eligible for payment assistance benefits. To be eligible you must be in the supplemental nutrition assistance program ("SNAP") or on Medicaid and the name of the program participant must be the same name on your electric bill. To apply for SNAP or Medicaid contact your local Texas Department of Health and Human Services office or <https://hhs.texas.gov>.

Please call 211 for additional information. Information on additional bill payment assistance programs is available from the Texas Department of Housing and Community Affairs website under Energy Assistance at <https://www.tdhca.texas.gov>. Please call us if you need special assistance.

**Deferred Payment Plan**

If you are under a deferred payment plan with Energy Texas, your account(s) may be placed on a "switch hold." If a "switch hold" is placed on your account(s), you will not be able to switch your electric service to another REP until you have paid Energy Texas in full your outstanding balance.

**Into budgeting? Check out our Average Billing program.**

Energy Texas's Average Billing program is available for all customers and provides you the convenience of budgeting your household electricity expense by calculating your current monthly bill based upon a rolling 365-day historical average usage. If there is no previous billing in your name at the service address, we will take the historical usage at that service address and apply your current price to estimate your average monthly amount. Customers who establish their low income status with Energy Texas shall qualify for Energy Texas's Average Billing. Customers who are not currently delinquent in payment or who meet other certain criteria will also qualify for Average Billing. Additionally, if you are delinquent in payment when you begin Average Billing, you may be required to pay up to fifty (50) percent of the delinquent amount, with the remaining delinquent amount to be paid in at least five (5) installments, or at Energy Texas's option the remaining delinquent amount may be included in the calculation of Energy Texas's Average Billing amount. An account reconciliation or true-up will occur at the end of every twelve (12) months that you are on Average Billing, or under the following circumstances: (1) your service is disconnected for non-payment, (2) you transfer your electric service to a new residence, (3) you cancel your service, or (4) you switch to conventional billing.

## CREDIT AND DEPOSITS

**Credit checks, deposits, and setting up your service.**

You authorize Energy Texas to use credit reporting agencies to document and evaluate your credit and/or payment history. However, we do not deny service based on your credit score. If you do not meet our credit standards or cannot demonstrate satisfactory credit as defined by PUCT rule 25.478 ([www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.478/25.478.pdf](http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.478/25.478.pdf)), Energy Texas may require a deposit from you to establish service. You also may avoid paying a deposit if (1) you submit a credit reference letter from your previous electric service provider confirming your positive payment record for 12 consecutive months during the past two years, (2) you are at least 65 years of age and you do not have a delinquent balance with your current electric service provider, (3) you are medically indigent, or (4) you have been a victim of family violence and can provide a certification letter by the Texas Council on Family Violence. Please call us for additional information about qualifying for deposit waivers.

The total amount of any deposit(s) required by Energy Texas's will not exceed the greater of either the sum of your estimated billings for the next two months or one fifth of your estimated annual billing. If we hold your deposit longer than

thirty (30) days, your deposit will accrue interest from the day we receive it at the interest rate established yearly by the PUCT.

We may require an additional deposit from an existing customer who has been late paying a bill more than once during the last 12 months of service or has had service terminated or disconnected for nonpayment during the last 12 months of service. We may require an additional deposit from an existing customer if a disconnection notice has been issued or your account has been disconnected in the previous twelve (12) months, and if your average actual billings over the previous (12) months are at least twice the amount of the original average of your estimated annual billings. Your service may be disconnected if a deposit is not paid within ten (10) calendar days after the date of the request for deposit. We will apply any cash deposit held on your behalf plus any accrued outstanding balance on your final bill (with any excess amount refunded to you), or to your current balance(s) when you have paid bills for service for (12) consecutive months without having any late payments.

After you have paid your electric bills in full for 12 consecutive months with no late payments, we will refund your deposit and any accrued interest through an account credit. If you close your account with us, we will refund your deposit and any accrued interest, after deducting any outstanding balance you owe for electric service.

## INTERRUPTIONS IN SERVICE

### **Force Majeure Events (like Acts of God) can cause service interruptions.**

We will endeavor in a commercially reasonable manner to provide service, but we do not guarantee a continuous supply of electrical energy. Events that are out of our control ("force majeure" events) may result in interruptions in service. We will not be liable for any such interruptions. We do not generate your electricity nor do we transmit or deliver electricity to you. Therefore, you agree that we are not liable for damages caused by events of force majeure, including acts of God, acts of any governmental authority, including the PUCT, accidents, strikes, labor trouble, required maintenance work, inability to access the TDSP system, non-performance of the TDSP, changes in laws, rules, regulations, practices or procedures of any governmental authority or ERCOT, or any other cause beyond our control.

### **Special circumstances: Disconnection without notice.**

Energy Texas may order disconnection of service immediately for the following reasons: (1) a known, dangerous condition exists, if possible notice will be posted at a place of common entry or on the door of the residential unit as soon as practicable after service is disconnected; (2) service was connected by a person without authority and without a Contract; (3) service is reconnected without authority after being disconnected for failure to pay; (4) there is evidence of tampering with equipment of the TDSP, municipally owned utility or electric cooperative; or (5) there is evidence of theft of service. If service was disconnected due to a dangerous situation, you must correct the situation and notify Energy Texas before service will be reconnected.

### **Disconnection for non-payment.**

Energy Texas may order disconnection of service for non-payment if amounts due remain unpaid ten (10) days after a disconnect notice has been sent to you. Fraud and non-payment shall be considered breaches of this Contract. Disconnection of service will not excuse you from paying any outstanding amounts owed to Energy Texas. Energy Texas reserves the right (i) to assess a Disconnection for Non-Payment Transaction Fee (as defined herein), and (ii) to assess a deposit in the event Energy Texas issues a disconnect order to your TDSP for non-payment. If service is not reconnected within five (5) days of disconnection for non-payment, Energy Texas reserves the right to cancel this Contract and require a new deposit, payment for all outstanding charges and move-in fee for service initiation.

## UNDERSTANDING YOUR RIGHTS

### **We believe in service without discrimination.**

Energy Texas will not deny service or require a prepayment or deposit for service based on your race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services.

Energy Texas will not use a credit score, credit history, or utility payment data as the basis for determining the price for electric service for a product with a contract term of 12 months or less.

Energy Texas may refuse to provide electric service for one or more of the reasons specified in Section 25.477 of the PUCT's rules ([www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.477/25.477.pdf](http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.477/25.477.pdf)).

#### **PUCT Rules: Know your rights as a retail electric customer.**

As a REP, Energy Texas is subject to certain rules of the Public Utility Commission of Texas ("PUCT"). You may visit [www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx](http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx) to view a complete list of the PUCT's rules.

#### **Getting designated as a Critical Care or Chronic Condition Customer.**

If you have a person permanently residing in your premise who has been diagnosed by a physician as being dependent upon an electric-power medical device to sustain life, you may apply for designation as a Critical Care Residential Customer. If you have a person permanently residing in your premise who has been diagnosed by a physician as having a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the condition, you may apply for designation as a Chronic Condition Residential Customer. To be considered for such designation, the PUCT-approved form must be submitted by facsimile or other electronic means to the TDSP by a physician. The TDSP will notify you of the final status of your designation as a Critical Care or Chronic Condition Residential Customer and will notify you when such designation will expire and whether you will receive a renewal notice. The TDSP will also notify us about your status. Designation as a Critical Care or Chronic Condition Residential Customer does not relieve you or your obligation to pay for electric service that you receive from us.

#### **The agreement is governed by the laws of the State of Texas.**

This Contract is governed by the laws of the State of Texas. The Texas Uniform Commercial Code applies to the Terms of Service, and electricity is deemed a "good". The Uniform Commercial Code can be viewed at the following website: <https://statutes.capitol.texas.gov/?link=BC>.

#### **We use information you provide and details about your account to help us serve you better.**

By entering into this Contract, you agree that your TDSP may release to us certain information that we need to provide you with service, including, but not limited to, your address, phone number, account numbers, and historical usage information. By providing telephone numbers, including wireless and work numbers to Energy Texas, you are expressly consenting to being contacted at those numbers by Energy Texas or a party acting on behalf of Energy Texas for any purpose related to your account, including debt-collection, payment reminders, and other account or service alerts by a live person, prerecorded or artificial voice, and/or automated phone calls and text messages. If you utilized the services of a broker, aggregator or agent in establishing your account or other services, you agree that Energy Texas may, but is not required to, share account information with such individual or entity.

#### **Energy Texas can assign its rights under this agreement.**

You may not assign your Contract with us, in whole or in part, or any of your rights or obligations under the Contract without our prior written consent. Energy Texas, in its sole discretion, may assign, sell, pledge, or otherwise transfer your Contract, without your consent, including (1) in connection with any financing agreement or receivables purchase program, and (2) to another energy supplier, energy services company or other entity.

#### **There are limitations to the liability under this agreement.**

LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES. LOST PROFITS OR PENALTIES OF ANY NATURE ARE HEREBY WAIVED; THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE, INCLUDING THE NEGLIGENCE OF ENERGY TEXAS. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

#### **Energy Texas has the right to enforce the terms of this agreement.**

Any failure on the part of Energy Texas to enforce any of the terms of this Contract or to exercise any right under these

terms and conditions shall not be considered a waiver of Energy Texas's right to enforce each and every such term or exercise such right or any other right under these terms and conditions.

**Some obligations in this agreement live on after this agreement terminates.**

Obligations regarding payment of Taxes, limitations of liability, and waivers will survive the termination of the Contract indefinitely.

**Titles and headings are provided for convenience and readability.**

The titles and headings throughout this Contract are for convenience only and shall not affect the construction of any provision of this Contract.

**This agreement includes all of the terms of your agreement with Energy Texas.**

This Contract contains all terms, conditions, and agreements in any way related to, or arising out of, the sale and purchase of electricity. This Contract supersedes all prior agreements, whether written or oral.