



**Direct Energy Business, LLC ("DE")  
TERMS OF SERVICE ("TOS")**

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**1. Agreement to Purchase Energy.** Your Application for Service and this TOS, the Electricity Facts Label and the Your Rights as a Customer document together form your entire agreement ("Agreement") with DE for the supply of electricity. This Agreement will become effective upon your execution of the Application for Service; *provided however* that DE reserves the right to reject your Application for Service by providing you written notice within 10 days of your execution of the Application for Service (i) if you fail to meet Direct Energy's credit standards, (ii) if the pricing reflected on the Application for Service has expired due to changes in market conditions or (iii) for any other non-discriminatory reason determined by DE. Upon such effectiveness, DE will provide you electricity to meet your full usage requirements at your Account(s) and you will receive and pay for the electricity to meet such usage requirements. If DE rejects your Application for Services for the reasons set forth above, this Agreement shall have no force or effect.

**2. Term.** DE shall use reasonable efforts to commence service on your Account(s) meter read date in the start month stated on your Application for Service. However, you acknowledge that the commencement of service is dependent upon confirmation by the transmission distribution utility ("Host Utility") of the completion of all required enrollment processes and if such enrollment processes occur after your Account(s) meter read date in the start month stated on your Application for Service, your Account(s) will be enrolled at the next available meter read date. Service will continue for the number of months indicated on your Application for Service (the "Initial Contract Period"), unless sooner terminated as provided herein. DE will notify you at least 14 days prior to the end of your Initial Contract Period. At the end of your Initial Contract Period, unless a renewal term greater than one month is established with your affirmative consent, DE will continue to serve you on a month-to-month basis until service is terminated by either you or DE upon 30 days written notice to the other party ("Extension Period", and together with the Initial Contract Period, the "Term").

**3. Pricing.** The price you will pay DE for electricity during the Initial Contract Period ("Initial Price") is a fixed rate as provided for specifically in the Electricity Facts Label (EFL) and the Application for Service. The components of the Initial Price will appear as separate line items on each of your monthly invoices and include: (1) a fixed Energy Charge; (2) a fixed Base Charge assessed for each Account under this Agreement; and (3) the passthrough of all recurring Host Utility costs of transmission and delivery of your electricity service and applicable Electric Reliability Council of Texas "ERCOT" and Texas Regional Entity (TRE) administrative fees charged to loads, excluding state and local taxes and reimbursement of the miscellaneous gross receipts tax. Additionally, Demand Charges (if applicable) are assessed by your Host Utility and appear on your monthly invoice as a separate line item. Demand charges are based on each customer's maximum 15-minute demand on the Host Utility distribution system each month. Demand is measured in kilowatts (kW). Customers are billed according to kW of demand for their rate.

During any Extension Period, the Energy Charge you will pay DE for electricity is a variable rate that may change on a month-to-month basis and will be determined at DE's discretion ("Extension Price"). Your actual will be shown on each monthly statement, and will be used to calculate your monthly bill amount based on your actual electricity usage.

The price of the variable price product is subject to change and may increase without notice for any reason, including but not limited to if: (1) there are changes to Host Utility Delivery Charges or Host Utility Surcharges; (2) there are changes to the ERCOT or TRE administrative fees charged to loads; (3) changes resulting from federal, state or local laws that impose new or modified fees or costs on a REP that are beyond the REP's control; (4) we determine in our sole discretion that the rate class or type of service originally designated by ERCOT, us, or you is incorrect; or (5) we determine in our sole discretion that the price should change, and subject to the provisions in the attached "Electricity Facts Label".

You acknowledge that any nonrecurring fees and charges assessed by your Host Utility or any third party as a result of the provision of service hereunder, including but not limited to fees and charges associated with establishing, switching, disconnecting or maintaining electric service or equipment, are not included in the Initial Price or Extension Price, and you are responsible for paying such fees and charges in addition to the Initial Price or Extension Price. Tax-exempt customers must provide DE with appropriate exemption certificates before assessment and collection of taxes can be waived.

**4. Billing and Payment Terms.** You will receive a monthly bill from DE following your meter read date. The bill will contain charges for the amount of electricity you used during the billing cycle, based on your usage, as well as the charges for delivery service provided by your Host Utility and any other charges for services purchased by you from your

Host Utility that are related to, but not essential to, the transmission and distribution of electricity ("Discretionary Services"). Your usage will be measured or estimated by your Host Utility. You acknowledge that charges for delivery service and any Discretionary Services are per your Host Utility's tariff and are not part of the Rate provided hereunder.

From time to time, your bill could include nonrecurring charges or other fees from your Host Utility or DE. DE has the right to include on your monthly bills any charges or credits necessary to correct (1) previous estimated bills; (2) billing errors; (3) meter read errors; (4) miscalculations of taxes; and (5) any other errors or omissions, to the extent permitted by Public Utility Commission of Texas (PUCT) rules or applicable law.

Payment in full of your DE bill is due 20 calendar days from the date of the invoice. If you are a governmental entity as defined in the Prompt Payment Act (PPA), TEX. GOV'T CODE, Chapter 2251 (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm>), your payment is overdue as provided in the PPA. If you fail to pay in full in any month when payment is due, DE will charge a 5% penalty on each late payment. You will receive a separate invoice per Account unless you select the Consolidate Billing option on your Application for Service. "Consolidated Billing" means that billing for your Account(s) may be combined into a single monthly invoice. If you want to discontinue Consolidated Billing and instead receive a separate invoice for each Account, you must submit a request in writing to DE. **DE, or anyone acting on DE's behalf, reserves the right to assess and collect from you, as a current or former customer, any and all costs, fees or charges related to the collection of delinquent balances, including but not limited to commissions, costs, fees and attorney's fees incurred when recovering outstanding balances through the use of any collection agency or an attorney.**

If in any month DE does not receive the information necessary to invoice you or uses information obtained from a third party meter reading service, DE may use either estimated data or the third party meter usage data to calculate your invoice and, upon receipt of actual data (in the case of an estimated meter reading), reconcile the amount billed on future invoices. In no event will any adjustments or corrections be made to any amount under-billed to you after 180 days from the date of issuance of the invoice in which the under-billing occurred. If the under-billing is the result of meter tampering by you, adjustments or corrections can be made up to 6 months from the date of the issuance of the invoice in which the underbilling occurred.

**Budget Billing:** You may be eligible to participate in a budget billing program which allows you to pay about the same amount for the electric service portion of your bill each month. The amount you pay is reviewed on a periodic basis and adjusted if necessary based on how much electricity you're actually using. At least once a year, DE will review your account and true-up to see whether there is an over billing or under billing on your account. DE will either: (1) credit your account for any over billed amount; (2) bill you for any under billed amount; or (3) recalculate your next 12 months payments under this program based on any under billing or over billing. The budget billing program is available to small business customers whose account has no outstanding balance, regardless of credit history. To enroll, you need 12 months of actual or estimated usage history at your current premise.

The budget billing program is also available to you if you are receiving the LITE-UP Texas discount, even if you are delinquent in payment. Before starting the budget billing program, DE may require a down payment (no more than 50%) of the delinquent amount and that you pay the remainder of the delinquent amount in equal installments over at least five billing cycles. If you enroll in the budget billing program with a deferred delinquent amount, DE may put a switch-hold on your account. The switch-hold will be removed the earlier of (i) your deferred delinquent amount is paid and processed, or (ii) after you have made 12 consecutive payments with no more than one late payment. If you are disconnected for non-payment while a switch-hold is in place, a payment will be required to resume service and you may not obtain services from another provider until you pay the total deferred delinquent amount. If you enroll in the budget billing program with a deferred delinquent amount, DE will confirm the details of the plan in writing.

**Deferred Payment Plan:** If you are unable to meet your payment obligations, you may be eligible to participate in a deferred payment plan that lets you pay an outstanding balance in installments over a period of time. Before starting a deferred payment plan, DE may require a down payment (no more than 50%) of the amount due. DE may also ask you to pay the balance owed on the deferred payment plan in equal amounts over no more than 5 billing cycles. If you establish a deferred payment plan DE may put a switch-hold on your account that will be removed after your deferred balance is paid and processed. If you are disconnected for nonpayment while a switch-hold is in place a payment will be required to resume service and you may not obtain services from another provider until you pay the total deferred balance. If you establish a deferred payment plan, DE will confirm the details of the plan in writing.

**5. Credit.** You will not be required to post a deposit of any kind prior to receiving electricity under this Agreement. However, if at any time during the Term of this Agreement, you fail to pay your bill when due 2 or more times during the last 12 months of service or service is terminated or disconnected for nonpayment during the last 12 months of service, DE may require that you provide reasonable credit assurance(s), in an amount to be determined by DE based on your

monthly usage and the remaining Term of the Agreement, and in a mutually agreeable form, including but not limited to, an escrow account, deposit, letter of credit, or parental guaranty. DE will return any credit assurances to you once you have paid your bills on time for 12 consecutive months or if this Agreement terminates and you are switched to a different service provider. If DE is no longer your provider of record for any reason, DE will apply any credit assurances first to your electric account, and then to any past due amount owed by you to DE, and then return the balance to you, if any. If you pay DE a security deposit, you'll receive interest on it once a year. The interest rate is set by the PUCT in December of the preceding year. If DE holds the interest for less than a year, it will prorate the interest and pay it based on the number of months DE held the security deposit. No interest will be paid on security deposits held for less than 30 days.

**6. Title.** Title to the electricity passes from DE to you when it is delivered by your Host Utility.

**7. Warranty Disclaimer.** DE MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. DE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

**8. Force Majeure.** DE will use commercially reasonable efforts to provide service but does not guarantee a continuous electricity supply. Events outside of DE's control ("Force Majeure Events") may result in interruptions in service. These events include by way of example only: acts of God or any governmental authority, accidents, strikes or labor disputes, required maintenance, Host Utility non-performance including an outage, changes in laws of any governmental authority or any other cause beyond DE's control. DE shall not be liable to you for any interruptions caused by Force Majeure Events. Also, you acknowledge that DE does not own or operate transmission or distribution systems through which the electricity is delivered to you, and you agree that DE will not be liable for any damages associated with any failure in the delivery of the electricity caused by or associated with the transmission or distribution systems, including your Host Utility.

**9. Change in Law or Regulation.** The Initial Price you pay may vary from the disclosed amount solely to reflect actual changes in Host Utility 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 DE that are beyond DE's control.

**10. Changes to Terms of Service.** Except as indicated, DE will first send you a written notice at least 14 days in advance before making any changes to this Agreement. Written notice will be provided through a separate document or on your bill. Notice is not required for a change that benefits you. This written notice will be clearly labeled "Important Notice Regarding Changes to Your Contract." If you are satisfied with the changes, there is nothing else you have to do to continue to receive service. If you find the changes unacceptable, you may choose another energy company before the changes go into effect, without charge or penalty. The TOS, Your Rights As A Customer (YRAC), or EFL will be provided to you whenever a change is made to the specific document and upon your request, at any time free of charge. Please remember that cancelling this Agreement does not excuse you from paying all outstanding balances on your Account(s).

**11. Your Right to Cancel.** If you are switching to DE from another retail electric provider, you can cancel this Agreement without charge or penalty, but you must do so within three (3) federal business days of receiving this Agreement. If you accept this Agreement, then no further action is necessary. You may also cancel if you move to another location and provide evidence of such move, such as a forwarding address and any other reasonable evidence that you no longer occupy the service location, and you agree to provide us with at least 14 days advance notice of your move date. To cancel, contact DE at:

Email: [SmallBizService@directenergy.com](mailto:SmallBizService@directenergy.com)

Toll-free Telephone: (888) 755-6332; Monday through Thursday, from 7:00AM to 7:00PM Eastern Time, and Friday, from 7:00AM to 6:00PM Eastern Time.

If you wish to cancel for any reason other than those reasons specifically stated to be without penalty, you may do so at any time with payment of the Cancellation Fee set forth on your Application for Service and in your EFL. If you move without canceling this Agreement, you will remain responsible for payment of all outstanding balances and charges on your Account(s) until service is terminated.

**12. DE's Right to Terminate and Disconnect.** DE may terminate this Agreement and disconnect your electric service (i) upon the institution by or against you of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of your debts, (ii) upon you making an assignment for the benefit of creditors, or (c) upon

your dissolution or ceasing to do business; (iii) if you have committed an Event of Default that is not cured within 15 calendar days of your receipt of written notice of such Event of Default; or (iv) if you fail to provide the credit assurance requested, pursuant to the Credit section, within 10 days of being requested by DE. If DE terminates this Agreement and disconnects your electric service pursuant to this paragraph, you are required to pay the Cancellation Fee, in addition to any balance due and owing on your Account(s).

"Event of Default" means: (i) your failure to make, when due, any payment that is required under this Agreement; (ii) your failure to perform your obligations under this Agreement, except to the extent such failure is excused by a Force Majeure event; or (iii) your failure to cooperate with DE as reasonably required in order for DE to perform its obligations under this Agreement. If an Event of Default has occurred, (a) DE will have the right to setoff and net against any undisputed amounts owed by you, and (b) DE will additionally have the right to setoff and net against any deposit or security provided by you pursuant to this Agreement any amounts, charges or damages owed by you to DE.

**13. Limitation of Liability.** YOU AGREE THAT DE WILL BE LIABLE TO YOU ONLY TO THE EXTENT OF DIRECT DAMAGES INCURRED BY YOU. IN NO EVENT WILL DE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, EVEN IF DE HAS BEEN ADVISED OF OR SHOULD HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THIS LIMITATION SHALL APPLY TO ALL ACTIONS INCLUDING ACTIONS OF CONTRACT OR TORT.

**14. Miscellaneous.** You may not assign your rights or obligations under this Agreement without DE's express written consent. DE may sell, transfer, pledge, or assign the accounts, revenues, or proceeds due to it under this Agreement. DE may also assign its obligations under this Agreement to another retail electric provider or other entity as permitted by law. You agree that this Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of law principles. This Agreement is the entire Agreement between you and DE. You understand that DE's obligations under this Agreement are subject to any validly issued present and future laws of any governmental authority having jurisdiction over this Agreement or the services provided by DE to you. This Agreement is binding upon you and DE and each of your respective successors and permitted legal assigns. This Agreement is not intended to benefit any third party.

**15. Discrimination.** DE will not deny service or require a prepayment or a security deposit for electric 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 distressed geographic area or qualification for low-income or energy-efficiency programs.

**16. DE Contact Information.** DE customer service representatives are available to help Monday through Thursday, from 7:00AM to 7:00PM Eastern Time, and Friday, from 7:00AM to 6:00PM Eastern Time (contact center hours subject to change without notice). DE's contact information is:

**Direct Energy Business, LLC** (PUCT Certificate No. 10011)  
1001 Liberty Avenue  
Pittsburgh, PA 15222  
Email: SmallBizService@directenergy.com  
Website: www.directenergybusiness.com  
Phone (Toll-Free): (888) 755-6332  
Fax (Toll-Free): (866) 421-0257

## **Know Your Rights**

### **Your Rights As A Customer of Direct Energy Business, LLC**

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This document summarizes Your Rights as a Customer and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUC). These rules apply to all retail electric providers (REPs) and the provider of last resort (POLR), unless otherwise noted or waived by the customer as allowed under PUC rules. You may view the PUC's rules at <http://www.puc.state.tx.us/agency/ruleslaws/subrules/electric/Electric.aspx>. Contact information is located within this document.

#### **OBTAINING AND CANCELING SERVICE**

**Unauthorized Change of Service Provider or "Slamming":** A REP must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched without your authorization, you should request that the REP provide you with a copy of your authorization and verification. The REP must submit this to you within 5 business days of your request. If you are not satisfied with this response, you may also file a complaint with the PUC at the address provided below. Upon receipt of a complaint filed with the PUC, the REP must respond within 21 days of receipt of the complaint, providing all documentation relied upon by the REP related to the authorization to switch, and any corrective actions taken to date, if any.

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

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

#### **BILLING ISSUES**

**Unauthorized Charges or "Cramming":** Before any new charges for non-energy-related products or services are included on your electric bill, your REP must inform you of the product or service, all associated charges, how these charges will appear on your electric bill and obtain your consent to accept the product or service. Your REP must provide you with a toll-free telephone number and address that you may use to resolve any billing dispute or to ask questions about your bill. If you believe your electric bill includes unauthorized charges, you may contact your REP to dispute such charges and may file a complaint with the PUC. Your REP will not seek to terminate your electric service for non-payment of an unauthorized charge or file an unfavorable credit report against you for disputed unpaid charges that are alleged to be unauthorized, unless the dispute is ultimately resolved against you.

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

**Deferred Payment Plans and Other Payment Arrangements:** If you cannot pay your bill, please call your REP immediately. Your REP may offer you a short-term payment arrangement that allows you to pay your bill after your due date but before your next bill is due. In addition, you may qualify for a "deferred payment plan." A deferred payment plan allows a customer to pay an outstanding bill in installments beyond the due date of the next bill. The REP may require an initial payment to initiate the agreement. Your REP must offer you a deferred payment plan unless you have received more than 2 disconnection notices during the past 12 months or you have

been their customer for less than 3 months and do not have sufficient credit or payment history with another REP. All REPs must offer customers deferred payment plans for bills that are due during an extreme weather emergency and to customers who have been underbilled in the amount of \$50.00 or more. A deferred payment plan may include a 5% penalty for late payment; however, the POLR may not charge a late fee. If you do not fulfill the terms of the payment arrangement or deferred payment plan, your REP may disconnect your service as discussed further below. For additional details on these programs, please see your Terms of Service Agreement or contact your REP for more information.

**Meter Reading and Testing:** Please contact your REP for information regarding how to read your meter. You have the right to request a meter test. Your REP may make this request to your transmission distribution utility ("Host Utility") on your behalf. If a test is performed more than once in a four-year period and the meter is determined to be functioning properly, then you may be charged a fee for the additional meter test(s) at the rate approved for your Host Utility. The Host Utility or REP will advise you of the test result, including the test date, testing person and, if applicable, the removal date of the meter.

## DISCONNECTION OF SERVICE

**Failure to Pay:** For customers who do not pay their electric bill by the due date, their REP may request that the Host Utility "disconnect" the electric service, after the expiration of a required 10-day notice period.

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

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

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

- 1 failure to pay a bill owed to the REP or to make a deferred payment arrangement by the date of disconnection stated on the disconnection notice;
- 1 failure to comply with the terms of a deferred payment arrangement or other payment agreement made with the REP;
- 1 using service in a manner that interferes with the service of others or the operation of nonstandard equipment;
- 1 failure to pay a deposit required by the REP; or
- 1 failure of a guarantor to pay the amount guaranteed when the REP has a written agreement, signed by the guarantor, which allows for disconnection of the guarantor's service.

Prior to disconnecting your service, your REP must provide you with a written Disconnect Notice. This notice must be mailed to you separately (or hand-delivered), or sent to you by email, if your REP has offered and you have agreed to receive disconnection notices from the REP by email, no earlier than the first day after the date your bill is due. The disconnection date must be 10 days from the date the notice is issued and may not fall on a holiday or weekend (or the day preceding) unless the REP's personnel are available to take payments and service can be reconnected.

Your REP may not authorize disconnection of your electric service for any of the following reasons:

- 1 failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household;
- 1 failure to pay any charge unrelated to electric service;
- 1 failure to pay a different type or class of electric service not included on the account's bill when service was initiated;
- 1 failure to pay underbilled charges that occurred for more than 6 months;
- 1 failure to pay any disputed charges until your REP or the PUC determines the accuracy of the charges and you have been notified of this determination;
- 1 failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due under PUC rule 25.126 relating to Adjustments Due to Non-Compliant Meters and Meter Tampering in Area Where Customer Choice Has Been Introduced (<http://www.puc.state.tx.us/agency/ruleslaws/subrules/electric/25.126/25.126.pdf>); or
- 1 failure to pay an estimated bill other than a bill rendered pursuant to an approved meter-reading plan, unless the bill is based on an estimated meter read by the Host Utility.

Additionally, your REP may not authorize disconnection of your electric service:

- 1 if the REP receives notification by the final due date stated on the disconnection notice that an energy assistance provider will be forwarding sufficient payment on your account; and you have paid or made payment arrangements to pay any outstanding debt not covered by the energy assistance provider's payment; or
- 1 for non-payment during an extreme weather emergency, and upon request, the REP must offer you a deferred payment plan for bills due during the emergency.

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

**Restoration of Service:** If your service has been disconnected by your REP for non-payment, you must, before service is reinstated, pay all amounts due to the REP, and reestablish credit, including payment of any applicable deposit. Upon payment of all amounts due and reestablishment of credit your REP or the POLR will notify your Host Utility to reconnect your service. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate to your REP or the POLR that you have corrected the dangerous situation.

## DISPUTES WITH YOUR PROVIDER

**Complaint Resolution:** Please contact your REP if you have specific comments, questions or complaints. Upon receipt of a complaint, your REP must investigate and notify you of the results within 21 days. If you are dissatisfied with the results of the investigation, you may request a supervisory review, if available. Your REP must advise you of the results of the supervisory review within 10 business days of your request. If you are dissatisfied with the results of the investigation or supervisory review, you may file a complaint with the PUC or the Office of the Attorney General, Consumer Protection Division. Please include your name and account number, as well as an explanation of the facts and the resolution you desire in your complaint. For a complaint involving a disputed bill, your REP may not initiate collection activities or termination or disconnection activities or report the delinquency to a consumer reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, your REP may disconnect your service for non-payment of any undisputed portion of the bill.

### **Direct Energy Business, LLC** (PUCT Certificate No. 10011)

1001 Liberty Avenue

Pittsburgh, PA 15222

Email: SmallBizService@directenergy.com

Website: www.directenergybusiness.com

Phone (Toll-Free): (888) 925-9115

Fax (Toll-Free): (866) 421-0257

Hours of Operation: Monday through Thursday, from 7:00AM to 7:00PM Eastern Time, and Friday, from 7:00AM to 6:00PM Eastern Time (contact center hours subject to change without notice)

### **Public Utility Commission of Texas**

**Customer Protection Division** P.O. Box 13326

Austin, Texas 78711-3326

Tel: 512-936-7120

Toll-free tel: 1-888-782-8477

Fax: 512-936-7003

E-mail: customer@puc.state.tx.us

Website: www.puc.state.tx.us

TTY: 800-735-2988

**Reporting Outages:** Your REP is responsible for providing you with the telephone number you may use to report outages or other emergencies. For your reference, this contact information is provided in this brochure.

### **CenterPoint Energy, Inc:**

Local: 713-207-2222

Toll-free Tel: 1-800-332-7143

Service orders: same

24 hours a day, 7 days a week

### **Texas-New Mexico Power Co.:**

Toll-free Tel: 1-888-866-7456

Service orders: same

24 hours a day, 7 days a week

**Oncor Electric Delivery:**

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

**American Electric Power Co. - Texas**

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

**OTHER PROTECTIONS**

**Do Not Call List:** The PUC maintains a "Do Not Call List" of customers who do not want to receive telemarketing calls for electric service. Call toll-free 1-866-TXNOCAL(L) or 1-866-896-6225, or visit the PUC website at [www.puc.state.tx.us](http://www.puc.state.tx.us) to subscribe to the Do Not Call List.

**Language Availability:** You may request to receive information from your REP in Spanish, or any language in which you were initially solicited. This includes the Terms of Service Agreement, Electricity Facts Label, bills and bill notices, information on new electric services, discount programs, promotions, and access to customer assistance. You will receive this Your Rights as a Customer document and disconnection notices in English and Spanish or English and your designated language if you have designated a language other than Spanish and were originally solicited in that language.

**Privacy Rights:** Except as described below, REPs may not release your proprietary customer information to any other person without your consent. This includes your name, address, account number, type or classification of service, historical electricity usage, expected patterns of use, types of facilities used in providing service, individual contract terms and conditions, price, current charges or billing records. This prohibition does not apply to the release of your information under certain circumstances as required by law, including release to the PUC, an agent of your REP, consumer reporting agencies, law enforcement agencies or your Host Utility. A REP may also share this information with a third party for the purpose of marketing such party's products or services to you after you are provided an opportunity to opt-out of the release of your information. In addition, this prohibition does not apply to the release of prior historical usage upon request and authorization of a current customer or applicant of a premise. Industrial and commercial customers may contact their REP or Host Utility and designate that their prior historical usage is competitively sensitive in order to prevent the release of this information.

**Special Services:** Your REP may offer special services for hearing-impaired customers and programs for customers with physical disabilities. If you have a physical disability or require special assistance regarding your electric account, please contact your REP to inquire about the process to become qualified for any of these special services.

**Governmental Entities:** If you are a governmental entity as defined in the Prompt Payment Act (PPA), TEX. GOV'T CODE, Chapter 2251 (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm>), it is your responsibility to inform your REP of your status so that the PPA protections can be applied. If you are a governmental entity subject to the PPA, your payment shall become overdue as provided in the PPA and interest on an overdue payment shall be calculated by you pursuant to the terms of the PPA and remitted to your REP with the overdue payment. Billing disputes between a governmental entity, as defined in the PPA, and an aggregator or a REP about any bill for aggregator or REP service, shall be resolved as provided in the PPA.

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