5051 Westheimer Rd,
Suite 1400, Houston, TX 77056
1-855-524-2746
www.ChariotEnergy.com
CustomerCare@MyChariotEnergy.com

# RESIDENTIAL TERMS OF SERVICE

**Residential Terms of Service**: This document explains the terms and conditions that apply to your purchase of electricity from 174 Power Global Retail Texas, LLC ([Chariot Energy], we, our, us). Your contract with us includes the Terms of Service, your enrollment authorization in writing, by telephone or the internet, the Electricity Facts Label (EFL), and the "Your Rights as a Customer" disclosure document, as they may be amended from time to time. The terms "include" or "including" mean "including without limitation." By accepting electric service from Chariot Energy, you are entering into a contract with us and you will be bound by the Terms of Service. Public Utility Commission (PUC) rules and guidelines mentioned in this document can be viewed at: **http://www.puc.state.tx.us/rules/subrules/electric/index.cfm**.

**Contact Information**
8:00 A.M. – 6:00 P.M. CST Monday – Friday
9:00 A.M. – 1:00 P.M. CST Saturday | Closed Sundays and Holidays
Toll-free telephone: 1-855-524-2746
Fax: 713-583-5946
Website: www.ChariotEnergy.com
Email: customercare@mychariotenergy.com
Certificated Name: 174 Power Global Retail Texas LLC dba Chariot Energy
REP Certificate Number: 10260
Or, write us at:
Chariot Energy
ADDRESS: 5051 Westheimer Rd., Suite 1400, Houston, TX 77056

**Pricing:** You agree to pay the price indicated in the EFL and all amounts shown on your bill. 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. You agree to pay under/over utilization charges if they apply to your plan. Please see your EFL. Depending on the type of product you chose (see your EFL for more information), your Transmission and Distribution Provider (TDSP) recurring service charges are either included within your Chariot Energy rate (bundled), or alternatively will be listed as a separate line item on your bill (unbundled)and will not included in Chariot Energy's energy charge, but will be included in the total amount due on your bill statement. Your EFL price reflects the inclusion of all TDSP recurring charges. Irrespective of whether the TDSP charges are bundled or unbundled, they will be passed through to you without mark up from the TDSP and are subject to change per the discretion of your TDSP.

You will not receive the discount noted on your EFL if you choose an e-billing plan at enrollment and elect to receive paper communication and billing.

You agree to pay all applicable Taxes (see Taxes below) and any fees charged by any governmental entity. The price, non-recurring fees and Taxes will be reflected on your monthly bill as Current Charges.

**Taxes**
You will be responsible and guarantee us for any and all Taxes. "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 gross receipts taxes, municipal administrative fees, and generation, utility, TDSP, regulatory, British Thermal Unit (BTU) or electricity taxes and assessments.

**Right of Rescission If you are switching to Chariot Energy from another Retail Electric Provider (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 receipt of the contract documents. Please include the following:**
**1) request to rescind contract**
**2) name, address, phone number**
**3) Account Number or Electricity Service Identifier (ESI ID) Number**
**You may call us to cancel at 1-855-524-2746, fax us at 713-583-5946, or e-mail us at: CustomerCare@MyChariotEnergy.com**

**Contract Term.** Your contract term is stated in the EFL. At the end of your contract term, you may cancel or terminate your contract by switching to a new provider. If you cancel the contract more than 14 days before the end of your contract term, you agree to pay any penalties or fees for early cancellation as indicated in the EFL, and you must select another REP to continue to receive electric service. Any Third-Party Services that are included on your bill will automatically terminate when your electric service contract with us is cancelled.

If you move from your existing premise during the contract term and provide a forwarding address to us along with a move out request, you will not be responsible for the cancellation fee stated in the EFL. We may also request that you provide reasonable evidence that you no longer occupy the location covered by the contract, either before or after move-out for proof that you in fact moved out so the cancellation fee can be waived. In order to ensure timely processing, you should notify us at least 3 business days before the requested termination date. Our 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.

**Non-Recurring Fees and Charges**
You agree to pay non-recurring fees charged by the TDSP that are necessary to implement and/or maintain electric service for you. Non-recurring fees by the TDSP may include service connection, disconnection or reconnection fees, meter test fees or special out-of-cycle meter read fees. Non-recurring fees will appear as line items on your bill.

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Addtionally, Chariot Energy may assess the following fees as listed below

- $35.00 NSF Fee for payments returned for insufficient funds by any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card chargeback. The insufficient funds fee is per transaction and shall be assessed against any transaction not processed due to insufficient funds or credit availability for any method of payment including checks, bank drafts or credit card transactions. If a check is returned to Chariot Energy for any reason, Chariot Energy has the right to auto debit your account without notice of the amount due plus the $35.00 returned check fee.
- $35.00 Disconnect Fee for each disconnection request Chariot Energy sends to TDSP for Customer's account.
- If you enrolled for service under a product that requires your participation in Chariot Energy's Auto-Pay program (as provided by such product's EFL), a $5.00 Processing Fee for each billing period during which you are not enrolled in Auto-Pay and/or your bill payment is not processed as an Auto-Pay payment.
- $10.00 Disconnect Notice Fee for each disconnect notice generated.
- Late payment penalty of 5% of the previous month's past-due electric service.
- $15.00 Reconnect Fee for each reconnection request Chariot Energy sends to TDSP after disconnection.
- Certain plans may require base monthly service charges and/or minimum or maximum use fees. These will be clearly outlined in Chariot Energy's Electricity Facts Label (EFL)
- $4.95 payment transaction fee made via phone with a Chariot Energy representative.

**PRODUCT TYPES:** Chariot Energy offers the following product types. Only the specific section for your product type will apply to your contract.Your EFL contains your specific product type and term information.

**Time-of-Use Product Eligibility Restrictions**

If you have enrolled for service pursuant to a product that has time-of-use fixed rate pricing (e.g. Chariot Energy's "Free Nights," "EV Ride," and similar products), Chariot Energy reserves the right to charge you the highest energy charge rate applicable to such product as disclosed under such product's EFL (without regard to such product's time-of-use terms, conditions, restrictions, or other provisions) if: (i) you have installed or subsequently install at your premises solar panels or other form(s) of distributed generation and/or one or more batteries or other form(s) of energy storage systems; (ii) your ERCOT-established load profile has a PV, WD, DG, or similar designation indicating you might have distributed generation or energy storage facilities at your premises; or (iii) you are receiving Unmetered Service or otherwise have unmetered load or your usage is measured by a meter that is not an Advanced Metering System (AMS Meter). Chariot Energy may determine and continue to monitor your compliance with this paragraph as it deems appropriate, including (without limitation) by monitoring your load profile designation assigned by ERCOT and/or your meter type.

***Fixed Rate Products (Term)***
**Term and Pricing -** A retail electric product with a term of at least three months for which the price (including all recurring charges and ancillary service charges) for each billing period of the contract term is the same throughout the contract term, except that the price may vary from the disclosed amount solely to reflect actual changes in TDU charges, changes to the Electric Reliability Council of Texas (ERCOT) or Texas Regional Entity, Inc. administrative fees charged to loads or changes resulting from federal, state or local laws that impose new or modified fees or costs on a REP, including Chariot Energy, that are beyond the REP's control. The price may not vary from the disclosed amount to reflect changes in ancillary service charges. This price does not include taxes or non-recurring fees.

**Changes to Contract Provisions:** We can make changes to the provisions of the contract at any time during the contract term with appropriate notice except for changes to your price other than stated in this section, or the length of your contract term. We will notify you of any material change to the contract in writing at least fourteen (14) days before any change to the contract will be applied to your bill or take effect. If you do not cancel the contract before the effective date of the change, the change will become effective on the date stated in the notice. Notice is not required for a change that is beneficial to you. If you have selected a Solar Buyback product and were asked to provide the installed system peak capacity (in kilowatts) of your rooftop solar panel array, you are agreeing that we reserve the right to validate that system peak capacity kilowatt value you provided either by requesting supporting documentation from you or a third party that has the information on file (e.g., utility interconnection agreement). If the documentation conflicts with the value you provided upon enrollment, we reserve the right to cancel this agreement without notice and transfer your account to the Default Renewal Product effective at the start of your next billing cycle.

**Contract Expiration Notice:** Chariot Energy will provide the customer with at least three or more written notices during the last third of the fixed rate contract period and in intervals that allow for, as practicable, even distribution of the notices throughout the last third of the fixed rate contract period. For fixed rate contracts for a period:
(i) Of more than four months, the final notice will be provided at least 30 days before the date the fixed rate contract will expire.
(ii) Of four or fewer months, the final notice will be provided at least 15 days before the date the fixed rate contract will expire.
(iii) Final notice will be provided at least 14 days before the fixed rate contract will expire (Small Commercial)
You have the right to terminate your contract without penalty if you terminate your contract within 14 days of its expiration date. If you do not take action to ensure that you continue to receive service upon the expiration of your contract you will continue to be served by us automatically under a default renewal product (see section below) on a monthly basis after the end of your initial contract term, until you switch to another provider, select another Chariot Energy electric service plan, or we terminate or disconnect your electric service.

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***Variable Price Products (Month to Month)***

**Term and Pricing -** Variable price products are only month-to-month and have a contract term of 31 days or less and a price that may vary without advance notice according to a method determined by the provider. The price of a variable price product can change after the first billing cycle at the discretion of the provider without contacting the customer first. An introductory rate may apply. You may terminate a variable rate plan at any time without being charged a termination fee or penalty. This price does not include taxes or non-recurring fees

> **Changes to Contract Provisions:** We can make changes to the provisions of the contract for a variable price product at any time with appropriate notice except for changes to the length of your contract term. We will notify you of any material change to the contract in writing at least 14 days before any change to the contract will be applied to your bill or take effect. If you do not cancel the contract before the effective date of the change, the change will become effective on the date stated in the notice. Notice is not required for a change that is beneficial to you. Your price will vary according to a method determined by Chariot Energy as set forth in your EFL.

**Default Renewal Product:** The Default Renewal Product applies to customers whose contract term has expired and who have not selected a new fixed rate contract term. You will not experience any interruption in your electric service, as we will automatically continue under Chariot Energy's month-to month variable rate plan product at the then current price. Your price will vary according to a method determined by Chariot Energy as set forth in the EFL provided with your contract expiration notice. A Customer's account that has transitioned to a Default Renewal Product may contact Chariot Energy to lock in a fixed rate contract term at any time and there will be no termination fee associated with making this change. The fixed rate for any new plan will be based on the available market rate and term at the time the Customer elects to change the plan. Solar Buyback credits will not be issued for any bill cycle under the Default Renewal Product.

**Solar BuyBack Program Terms**

Customers enrolled in a Chariot Energy solar buyback plan shall receive a monthly bill credit surplus generation produced by their solar panels, over and above the amount consumed during the same period. The credit will be equal to the excess number of kilowatt hours times the contracted Chariot Energy solar buyback credit rate. Surplus Generation is created when your solar system generates more electricity than your home uses, which is determined by your home's meter and read by your TDU.

Solar buyback credits may be used to cover energy charges, TDU charges, and Taxes for electricity service. At the conclusion of every billing cycle, excess credits will be rolled over to the subsequent bills. Accrued credits have NO CASH value.

Solar buyback credits will only be issued to utility meters under an interconnection agreement with a TDSP in a market served by Chariot Energy. The meter must also be classified as a photovoltaics (PV) load profiled meter installed by the local utility and have the capability of measuring the property's in-flow and out-flow of electricity to and from the grid. Chariot Energy will pass through any charges your utility may make for the meter.

Chariot Energy reserves the right to suspend a customer’s participation in earning solar buyback credits under this plan at its sole discretion. This includes, but is not limited to, customers who Chariot Energy determines are 'net exporters'. Net exporters are customers who send more electricity to the grid than they pull from the grid over a specified period of time set by Chariot Energy. In these cases, net exporters will no longer be eligible to receive credits for their excess generation. At no time shall a customer’s suspension in earning solar buyback credits affect or change Chariot’s obligation to provide grid power service at the terms specified in this agreement.

Enrolled solar buyback plan customers acknowledge and agree that Chariot may contact and/or exchange information about customer's service, facilities and/or account with local TDSP and/or ERCOT.

Chariot Energy reserves the right to terminate or change the terms of its solar buyback plans by providing enrolled customers with at least 30 days' notice.

Customer agrees to grant Chariot Energy exclusive rights, title and interest related to any renewable energy certificates (RECs) and compliance premiums created at contracted service address. Customer acknowledges there are no other claims to the renewable energy certificates and/or other environmental attributes associated with the renewable energy generated by the solar power system.

**Participation Criteria for Chariot's Electric Vehicle Energy Plans -** To be eligible for Chariot's electric vehicle energy plans, customer must a) be residential client, b) own an electric vehicle, and c) charge it at the service address registered on their Chariot account. If Chariot Energy ascertains that the customer is not adhering to these prerequisites, the company reserves the right to shift the customer to an alternate Chariot Energy plan or provide them with the opportunity to cancel their contract. Any such adjustments or terminations will be communicated to the customer.

**Deposits:** We do not deny service based on your credit score. However, you may have to provide an initial deposit before receiving electricity service if you cannot, or choose not to, demonstrate satisfactory credit. 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 contact us for additional information if you believe you may be eligible for one of these options. You may send your letters to us by email or fax.

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An initial deposit may also be required to continue to receive electricity service if you have been late paying your bill more than once during the last 12 months or your service has been disconnected for non-payment. You may be required to provide an additional deposit to continue to receive electricity service if (1) your average annual electric service bill for the last 12 months is at least twice the amount of the original estimated annual bill, and (2) a notice for disconnection has been issued in the previous 12 months. If a deposit is required, the total amount of your deposit will not exceed an amount equal to the greater of either (1) the sum of the next two months estimated billings, or (2) one-fifth of the estimated annual billing.

If we hold your cash deposit longer than 30 days, your deposit will accrue interest from the day we received it at the interest rate established annually by the PUC. We will credit any accrued interest on your deposit to your account either on your January bill each year or on your final bill.

If you establish satisfactory credit with us by making timely payments for 12 consecutive months, then we will apply the deposit plus accrued interest to your account or cancel the Guarantee Agreement. If you do not establish satisfactory credit with us during the time you receive service from us, then we will apply the deposit plus accrued interest against the outstanding balance on your final bill or transfer the outstanding balance equal to the deposit identified in the Guarantee Agreement to the Guarantor's account for payment in accordance with the Guarantee Agreement. We will bill you for any remaining balance and the bill will be due upon receipt. We will refund any credit balance to you or transfer the credit balance to your new REP, at your request and with your new REP's consent.

**Billing and Payment:** We will provide a monthly bill that will include Current Charges and the Amount Due that will be due and payable 16 calendar days from the date shown on the bill, except you agree that we may issue a bill less frequently if we do not receive meter readings or usage information from the TDSP or ERCOT in time to prepare and send a monthly bill. We may also issue bills less frequently or send your bill s electronically if you agree to accept alternate arrangements. If you do not pay your bill by the due date, we may charge you a Late Charge of 5% on the amount for the previous month's past-due electric service. Late Payment Penalties will not exceed the maximum amount permitted by Law. We reserve the right to block customers from making ACH payments if there are two NSF transactions posted to the account within a 12-month period. We also reserve the right to de-enroll the customer from automatic draft payments in the event the payment is declined and or not processed due to NSF or any other reason. If you fail to make timely payments of the amounts due under this Contract, we reserve the right to refer the outstanding balance to an attorney or collection agent for collection. If we refer your outstanding balance to an attorney or collection agent for collection, or collect your outstanding balance through probate, bankruptcy, or other judicial proceedings, then you agree to pay reasonable fees and expenses (including attorney fees) that we incur in the collection process. "Law" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, writ, order, decree or judgment or any interpretations by any court, agency or instrumentality that has jurisdiction, including ERCOT.

If you have any questions, concerns, billing inquiries, or you are interested in applying for the following services we offer, please contact us for assistance.

**Levelized Billing:** The Levelized Billing option helps you manage your electricity budget by allowing you to pay the same, levelized amount every month. To calculate your levelized amount, we will review your preceding 12-month usage history to determine your average monthly usage. That average monthly usage will then be multiplied by your contracted price for electricity (which includes all monthly recurring charges). Every 3 months, we will true-up your actual usage (and resulting actual charges) to your levelized bill. To the extent you owe us additional funds based on this true-up, the difference will be collected over a period no less than the reconciliation period or upon termination of service. To the extent we owe you monies, those funds will simply be credited or refunded upon termination of service.

**Average Billing:** The Average Billing option helps you manage your electricity budget by allowing you to pay an averaged amount every month. To calculate the amount that you will pay each month, we add your current bill amount to your previous 11 bill amounts for your service address, if available. We then take the total and divide the amount by 12 or by the total months available for your service address. If you do not have previous bills in your name at the service address or if you do not have 11 monthly bills at the service address, we take the previous usage that is available for the service address and apply your current price to calculate your average monthly payment amount. Finally, we add or subtract 1/12th of any Deferred Balance that you have accumulated. The Deferred Balance is any difference between your average monthly payment amount and your actual monthly can be found on your Chariot Energy monthly bill. In the event the contract is canceled or terminated, or your electric service is disconnected, the Average Billing option does not affect your obligation to pay for all actual usage.

**Automatic Bank Draft:** You may conveniently pay your bill by automatic bank draft.
**Automatic Credit Card Pay:** You may pay your bill by Visa, MasterCard, Discover or American Express.
**Online Account Management:** You may receive, view and/or pay your bill electronically through our online account management.

We reserve the right to adjust your bill. We may calculate a bill based on estimated meter readings absent actual meter readings from the TDSP or ERCOT. Once actual meter readings are received, we will issue a bill or make adjustments on a subsequent bill. 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 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.

**Payment Arrangement Plan:** Please call us if you anticipate having difficulty paying your bill by the due date. Chariot Energy may offer you a payment arrangement that allows you to pay your bill after your due date, but before your next bill is due.

**Deferred Payment Plan:** Please call us if you anticipate having difficulty paying your bill by the due date. You may be eligible for payment assistance or a deferred payment plan. A deferred payment plan allows you to pay an outstanding bill in installments that extend beyond the due date of the next bill. Deferred payment plans are also available for customers whose bills become due during an extreme weather emergency as declared by your TDSP; during a state of disaster declared by the governor in the area covered by the declaration, as directed by the PUCT; or to customers who were previously under-billed by $50.00 or more. If the under-billing is $50.00 or more, we will offer a deferred payment plan option for the same length of time as that of the under-billing. A deferred payment plan may not be offered to customers whose underpayment is due to theft of service.

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If you are not currently on a deferred, budget billing, or average payment plan, we will make a deferred payment plan available, upon request, for a bill that becomes due in July, August, or September to a residential customer that meets the following requirements: 1) customers designated as Critical Care Residential Customers or Chronic Condition Residential Customers; or 2) customers who have expressed an inability to pay unless they have been disconnected during the preceding 12 months, have submitted more than two payments during the preceding 12 months that were found to have insufficient funds available, or have received service from us for less than three months and demonstrate a lack of sufficient credit or a satisfactory payment history with their previous electric service provider. Similarly, we will make a deferred payment plan available upon request for the same eligible customer classes for a bill that becomes due in January or February if, in the prior month, the TDSP notified the PUCT of an extreme weather emergency for the customer's county in the TDSP service area for at least five consecutive days during the month. You may choose: (a) a plan that requires an initial payment no greater than 50% of the amount due and the remainder paid over at least five billing cycles a level or (b) an average payment plan.

All customers should be advised that if they choose to enter into a deferred payment plan or an average payment plan, a switch-hold may be placed on their account. A switch-hold means that you will not be able to buy electricity from other companies until you pay the past due amount owed to Chariot Energy. The switch-hold will be removed after your final payment on this past due amount is processed. While a switch-hold applies, if you are disconnected for not paying Chariot Energy, you will need to pay us to get your electricity turned back on. The Disconnect Fee will be assessed on your account if you do not pay the past due amount before the date your service is subject to disconnection as stated on your disconnection notice regardless of an extension on your account for any reason, including your eligibility for payment assistance or a deferred payment plan. A Chariot Energy Assistance program is also available to provide payment assistance to qualified customers who have experienced an emergency or temporary hardship impacting their financial status. The program is funded in part by contributions from Chariot Energy customers. You may contribute to this program on your bill each month. Chariot Energy also offers energy efficiency programs to all customers, including low-income customers.

If you fail to timely pay the amounts due and we refer your outstanding balance to an attorney or third party collection agent for collection, or file a lawsuit, or collect your outstanding balance through probate, bankruptcy or other judicial proceedings, then you agree to pay a 30% third party collection fee that will be assessed against your past due balance

**Correspondence:** We offer the option to enroll in paperless billing, where your invoices along with renewal offers, marketing and promotions will be emailed to an address kept on file. Other notices, such as but not limited to disconnection notices may still be mailed to your postal address. To enroll in this option, simply login into your chariot online account and update the bill delivery preference. It is important that you keep a valid email address on file.

**Disconnection of Your Electric Service:** WE MAY REQUEST DISCONNECTION OF YOUR ELECTRIC SERVICE IF YOU DO NOT PAY YOUR DEPOSIT OR THE PAST DUE AMOUNT OF YOUR ELECTRIC SERVICE BILL IN FULL BY THE DUE DATE ON THE DISCONNECT NOTICE. We will notify you before we disconnect electric service, as authorized by the PUCT. We may request disconnection of your electric service without prior notice immediately under specific situations, including the existence of a dangerous condition at your service address or theft of service.

If you receive a disconnection notice, we may also charge you a Disconnect Fee if you do not pay the past due amount before the date your service is subject to disconnection as stated in the disconnection notice. This charge will apply regardless of whether your electric service is actually disconnected.
Customer Account Updates: Chariot Energy may also communicate with you through an Account Update process. At the time of enrollment with us, you must provide a valid mobile number that can accept text messages. Standard text messaging rates may apply as charged by your mobile phone service provider. By providing your mobile phone number, you authorize Chariot Energy to have additional avenues contact you using an automated dialer or via text messages.

1. When you opt-in to the SMS service, we will send you an SMS to confirm your signup.
2. You can cancel the SMS service at any time. Just text "STOP" to 28181. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After the confirmation message, you will no longer receive SMS messages from us. If you want to join the SMS service again, please email our customer service at CustomerCare@MyChariotEnergy.com or call at 1-855-524-2746.
3. If at any time you forget what keywords are supported, just text "HELP" to 28181 . After you send the SMS message "HELP" to us, we will respond with instructions on how to use our SMS service as well as how to unsubscribe.
4. We are able to deliver messages to the following mobile phone carriers:
    0. **Major carriers:** AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile.
    1. **Minor carriers:** Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).
    ***Carriers are not liable for delayed or undelivered messages***.
5. As always, message and data rates may apply for any messages sent to you from us and to us from you. Message frequency varies. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. For all questions about the services provided by this short code, you can send an email to CustomerCare@MyChariotEnergy.com or call us at 1-855-524-2746.
6. If you have any questions regarding privacy, please read our privacy policy: https://chariotenergy.com/privacy-policy/

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**Referral Program:** Referrers will receive bill credit within 90 days of referrals start date with Chariot Energy. Bill credits may not be exchanged for cash payments and will only apply to the account in the referrer's name based on his or her assigned referral code. Referred customers will receive his or her bill credit within the first 90 days of service start date and after first on time, made-in-full bill payment. The referred customer's account must be in good standing to receive the bill credit. Should customer discontinue service with Chariot Energy as a customer, he or she will not be entitled to a payout on negative balances generated by referral credits. Bill credits are applied at the account level and should you transfer your service to another location, your bill credits will still be applicable. Chariot Energy reserves the right to change or terminate this program at any time. The refer a friend bill credit is not valid with other offers or promotions.

**Antidiscrimination:** We cannot 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. We also cannot use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service for products with a contract term of 12 months or less.

**Critical Care and 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-powered 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 PUC-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 of your obligation to pay for electric service that you receive from us.

**Power Outages and Emergencies**
Please call the TDSP telephone number listed on your bill if you have an electrical emergency or a power outage.

**Dispute or Complaints**
If you have any questions, concerns, or complaints, please contact us. In the unlikely event we cannot immediately respond to your question or complaint, we will promptly investigate the matter and report our findings to you. During this time, you will not be required to pay the disputed portion of your bill. If for any reason you are not satisfied with our response, you may contact the PUC.

**Limitations of Liability**
**YOU AGREE THAT CAUSES AND EVENTS BEYOND OUR CONTROL, INCLUDING ACTS OF GOD, ACTS OF ANY GOVERNMENTAL AUTHORITY, ACCIDENTS, STRIKES, LABOR TROUBLE, AND EVENTS OF FORCE MAJEURE OCCURRING WITH RESPECT TO THE TDSP, ERCOT, OR OTHER THIRD-PARTY SYSTEMS OR ASSETS (A FORCE MAJEURE EVENT), MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU ALSO AGREE THAT WE ARE NOT RESPONSIBLE FOR GENERATING YOUR ELECTRICITY OR FOR TRANSMITTING AND DISTRIBUTING ELECTRICITY TO YOUR SERVICE ADDRESS. FURTHERMORE, YOU AGREE THAT WE WILL NOT BE LIABLE WITH RESPECT TO ANY THIRD-PARTY SERVICES; THAT OUR LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US ARE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. YOU WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES RESULT FROM NEGLIGENCE, WHETHER SOLE, JOINT, CONCURRENT, OR ACTIVE OR PASSIVE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THE CONTRACT.**

**REPRESENTATIONS AND WARRANTIES**
**THE ELECTRICITY SOLD UNDER THIS CONTRACT WILL BE SUPPLIED FROM A VARIETY OF GENERATING SOURCES. IF YOU ELECT TO PURCHASE ARENEWABLE ENERGY PRODUCT, WE WILL ENSURE THAT THE APPROPRIATE AMOUNT OF RENEWABLE ENERGY CREDITS (RECs) IS RETIRED TO AUTHENTICATE THE RENEWABLE ENERGY CONTAINED IN THE PRODUCT. THE TDSP OR ERCOT SYSTEM WILL NOT DELIVER ELECTRICITY FROM A SPECIFIC GENERATING SOURCE TO YOUR SERVICE ADDRESS. IF YOU PURCHASE RENEWABLE ENERGY FROM US, YOU ARE PROVIDING FINANCIAL SUPPORT FOR RENEWABLE ENERGY GENERATION SOURCES AND NOT RECEIVING THE PRECISE ENERGY GENERATED FROM THAT SOURCE. 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.**

**Provisions that Survive**
Obligations regarding indemnity, payment of Taxes, limitations of liability, and waivers will survive the termination of the contract indefinitely.

**Unenforceability**
If either party or its activities under the contract become subject to any Law enacted during the contract term that renders the contract unenforceable or illegal, then either you or Chariot Energy may terminate the contract without the consent of, and upon 30 days' notice to, the other, and without any obligation, payment or otherwise (other than payment obligations for electricity previously supplied to you).

**Governing Law**
**YOUR CONTRACT WITH Chariot Energy 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: http://www.statutes.legis.state.tx.us/?link=BC**

5051 Westheimer Rd,
Suite 1400, Houston, Texas 77056
1-855-524-2746
www.ChariotEnergy.com
CustomerCare@MyChariotEnergy.com

**Assignment**
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. Chariot Energy may, without your consent, (i) as part of any financing or other financial arrangements, assign, sell or pledge this agreement or its accounts, revenues, or proceeds, or (ii) assign this agreement to an affiliate of Chariot Energy or to any other person or entity succeeding to all or a substantial portion of the assets of Chariot Energy.

**Waiver:** If either of us waives any one or more defaults by the other in the performance of any of the provisions of the contract, then such waiver will not be construed as a waiver of any other default or defaults whether of a like kind or of a different nature.