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

# YOUR RIGHTS AS A CUSTOMER

**This document describes Your Rights as a Retail Electric Customer and is a required disclosure for all residential electricity customers regardless of Retail Electric Provider.** Chariot Energy is a Retail Electricity Provider ("REP") that is governed by the Public Utility Commission of Texas ("PUCT"). We are pleased to address your questions or concerns and welcome the opportunity to resolve any issue or question you may have about your service.

**Language Choice.** You have the right to receive this document and any disconnection notices mailed to you, in both 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, according to PUCT Subst. R. 25.473. All other contract documents, bills, bill notices and access to customer service will be provided in the language you designated during your enrollment.

**Accessability to PUCT Rules.** All Public Utility Commission of Texas Substantive Rules referenced in this document can be viewed at the following website address: http://puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx . If you have questions about this document or any other issue regarding your service, please contact Chariot Energy.

**Contact Information for Chariot Energy, REP Certification Number 10260**

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|---|---|---|
| REP Name: | 174 Power Global Retail Texas LLC dba Chariot Energy | Internet: www.ChariotEnergy.com |
| Mailing Address: | 5051 Westheimer Rd., Suite 1400 | Email: CustomerCare@mychariotenergy.com |
| | Houston, Texas 77056 | Telephone (Toll free): 1-855-524-2746 |
| | | Fax: 713-583-5946 |

Customer Care Hours: Monday - Friday 8:00 am - 6:00 pm. Sat 9:00 am - 1:00 pm Central Prevailing Time (CPT) – Excluding Company Holidays

**Reporting a Power Outage.** To report a power outage, please select your your Transmission and Distribution Service Provider's (TDSP's) 24 hour service line from the list below:

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|---|---|
| CenterPoint Energy - 800-332-7143 | AEP North (WTU) - 866-223-8508 |
| Oncor Electric Delivery - 888-313-4747 | Texas-New Mexico Power – 888-866-7456 |
| AEP Central (CP&L) - 866-223-8508 | Lubbock Power & Light - 806-775-2509 |

Chariot Energy is not liable for any service interruptions or outages, and any questions relating to having your service restored or reconnected after an involuntary suspension or disconnection should be directed to your TDSP.

Pursuant to PURA §17.003(e) regarding TDU's procedures for implementing involuntary load shedding initiated by the independent organization certified under PURA §39.151 for the ERCOT power region.
Important Information About Electricity Load Shedding and What It Could Mean to you can be found by visiting the link below for your respective Transmission and Distribution Service Provider's (TDSP's)

CenterPoint Energy - https://www.centerpointenergy.com/en-us/Documents/CEHE-Load-Shed-Document.pdf
Oncor Electric Delivery - https://www.oncor.com/content/dam/oncorwww/documents/partners/rep/Load%20Shed%20Information.pdf
AEP Central Texas (CP&L)- https://www.aeptexas.com/outages/load-shed-information
AEP North (WTU)- https://www.aeptexas.com/outages/load-shed-information
TNMP - https://www.tnmp.com/sites/default/files/2021-12/tnmp-rep-load-shedding.pdf
Lubbock Power and Light - https://lpandl.com/assets/uploads/docs/lpl-loadshed-insert-final.pdf

**Billing and Customer Service Issues / Customer Complaints.** Anytime you feel that your bill may contain mistakes, including, but not limited to, unauthorized charges, please contact Chariot Energy immediately. Chariot Energy takes your concerns seriously, and will promptly investigate the issue, contact you to review, and make any necessary corrections to ensure that your issue is resolved. Chariot Energy will notify you of the results of the investigation within 21 days. If Chariot Energy's contact center fails to resolve the issue to your satisfaction, you are entitled to request a management review of your issue with Chariot Energy. Chariot Energy will notify you of the results of the management review within 10 business days of your request. If Chariot Energy cannot resolve your issue to your satisfaction, you are entitled to file a complaint with the PUCT or the Office of the Attorney General, Consumer Protection Divisions. Contact information for the PUCT is as follows:

Mailing Address: Public Utility Commission of Texas PO Box 13326 Austin, Texas 78711-3326
Toll Free: 888-782-8477 Fax: 512-936-7003 TTY: 512-936-7136 Email: customer@puc.state.tx.us
Customer Protection Division: 512-936-7120 Website: www.puc.state.tx.us

**Special Services.** Chariot Energy currently does not have the means to 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 Relay Texas using TTY phone by dialing 1-800-735-2989. More information on this program may be obtained by visiting http://www.puc.state.tx.us.

When filing a complaint, be sure to include your name, address, telephone number, the name of your Retail Electric Provider (Chariot Energy), your Chariot Energy account number, your billing address, your service address, and the nature of your complaint and copies of your disputed bill and your contract. The PUCT will investigate your complaint and will contact you directly with the results of their review.

**Bill Payments and Adjustments.** Chariot Energy offers short-term bill payment arrangements to qualified customers such as payment extensions beyond the due date and deferred payment plans, in which the Customer can pay 50% of the amount due and defer the remainder of the amount due in equal installments over the next 5 months. To qualify for a deferred payment plan, a Customer must not have defaulted under a previous deferred payment plan with Chariot Energy or have been disconnected in the last 12 months. Customers without 3 months of payment history with Chariot Energy will be subject to additional credit review prior to qualifying for a deferred payment plan. Deferred payment plans are always available irrespective of qualifications, for customers whose bills become due during an extreme weather emergency as declared by your TDSP or who were previously under-billed by $50.00 or more and need to make installment payments.

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**Deferred Payment Plans and Other Payment Arrangements.** If you cannot pay your bill, please call us immediately. We may offer you a short-term payment arrangement that allows you to pay your bill after you due date, but before your next bill is due. In addition, you may qualify for 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. Chariot Energy must offer you a deferred payment plan for bills that become due during an extreme weather emergency; when a state of disaster has been declared by the governor that covers your area; and if you have been under-billed. Chariot Energy will make a deferred payment plan available, upon request, for a bill that becomes due in July, August, or September for certain customers or for bills that become due in January or February if there was an extreme weather emergency declared in the prior month. Your Terms of Service document provides more detail about these deferred payment plans and you may read more about them in PUC Subst. R. 25.480. A switch-hold may be applied if you participate in any of these alternative payment plans.

Chariot Energy also offers an average billing program, which allows you to pay approximately the same monthly amount for electric service subject to a quarterly adjustment based on actual consumption. Average monthly billing is calculated by adding the current month's usage with the previous 11 month's usage, dividing by twelve, and applying current prices to your average usage. This program is available to any customer who is not currently delinquent in payment to Chariot Energy and that meets our eligibility requirements. Chariot Energy will reconcile your account to determine whether you will receive a credit or will be required to make payment. This reconciliation will occur (1) at the end of every twelve (12) months that you are on average billing, (2) if you are past due on any monthly bill, (3) if you cancel your service, or (4) if you switch to conventional billing. In the event the Terms of Service are canceled or terminated or your electric service is disconnected, the average billing option does not affect your obligation to pay for all actual usage.

**Meter or Service Outage Issues.** Chariot Energy will assist you with any meter or service outage issues by providing you with the appropriate information to get the issues resolved with your TDSP. You may receive this information by calling Chariot Energy's Customer Care or by calling your TDSP (information provided in "Reporting a Power Outage" section of this document). You have the right to receive instructions on how to read your meter. You have the right to have your meter tested pursuant to Public Utility Commission rule 25.124, or in accordance with the tariffs of the TDSP, municipally owned utility, or electric cooperative as applicable.

If you suspect the meter reading is faulty or otherwise inaccurate, we will assist you in requesting a meter re-read or a meter test, as appropriate. You have a right to have the meter located at your premise tested once every four years at no cost to you. If the meter has been tested 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 TDSP. The TDSP will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter. Your TDSP may revise your meter reading and you may be required to pay additional amounts if your meter is found to be malfunctioning.

**Financial and Energy Assistance Programs and Low Income Discounts.** Residential customers who are in need of financial or energy assistance may qualify for programs sponsored by the Texas Department of Housing and Community Affairs (TDHCA), which can be contacted at info@tdhca.state.tx.us, calling 800-525-0657, faxing 800-733-5120, visiting http://www.tdhca.state.tx.us/ea/index.htm, or writing to TDHCA, P.O. Box 13941, Austin, TX 78711-3941. Please contact Chariot Energy for more information about any low-income programs we may offer.

**Unauthorized Charges or "Cramming".** Cramming is the term used for adding charges to your electric bill for services other than your electricity without your permission. Before any new charges are included on your electric bill, Chariot Energy or any REP must inform you of the product or service, all associated charges, and how these charges will be billed before they appear on your electric bill and obtain your consent for the product or service. You have the right to dispute any charges you think were not authorized according to PUCT Substantive Rule 25.481. If you see any charges on your bill that you don't understand, please contact us immediately. We will review the charge in question and resolve any charge that isn't appropriate. If you believe your electric bill includes unauthorized charges, you may file a complaint with the PUCT.

Chariot Energy will not seek to terminate your electric service for nonpayment 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, Chariot Energy 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 PUCT on the amount of any unauthorized charge until it is refunded/credited. You may request all billing records under our control related to any unauthorized charges within 15 business days after the date the unauthorized charge is removed from your bill. Chariot Energy will not re-bill you for any charges determined to be unauthorized.

**Unauthorized Change of Service Provider or "Slamming".** Slamming is the term used for switching your electric service without your permission, and violates PUCT Substantive Rule 25.495. Your service provider should not change without your consent to the change, and Chariot Energy is committed to work with the PUCT, TDSP, and any other affected REP to resolve the issue. If you feel your service has been switched without your authorization, you should contact Chariot Energy and request to be provided with a copy of your authorization and verification. Chariot Energy 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 PUCT at the address above. Upon receipt of a complaint filed with the PUCT, Chariot Energy must respond within 21 days of receipt of the complaint, providing all documentation relied upon to support the authorization to switch, and any corrective actions taken to date, if any. If Chariot Energy is serving your account without proper authorization, they will 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 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. Chariot Energy will, within five 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, Chariot Energy will pay all charges associated with returning your service to your REP of choice. For periods that are not billed to you by your original REP, Chariot Energy may bill you, but at a rate no higher than the rate you would have been charged by your original REP.

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**Cancellation or Termination of Your Electric Service.** If you take actions that cancel or terminate your electric service with Chariot Energy under the Terms of Service prior to the end of the term specified in your contract, you may be responsible for an Early Termination Fee (ETF) as specified in your Electricity Facts Label. Please provide us with written notice of your intent to cancel or terminate the Terms of Service (TOS) and your forwarding address, if applicable, at least 3 days in advance of the requested termination date. Chariot Energy will use good faith efforts to cancel or terminate your service with the TDSP on the requested termination date; however, Chariot Energy cannot be responsible if the TDSP is unable to affect your requested termination date. You will be responsible for all charges incurred through the date the TSDP can affect your termination. If you cancel or terminate the Terms of Service, Chariot Energy's obligations will conclude after the meter read date where they are no longer designated as your REP or when your electric service is disconnected by the TDSP. Your obligations under the Terms of Service will end when the outstanding balance on your account is paid in full. Cancellation or termination of the Terms of Service does not excuse the obligation of Customer to pay outstanding balances or early termination fees that may apply.

**Cancellation of Service Without Penalty. If you are switching service providers, (as opposed to starting service in a new location, which is called a "move-in") you may cancel your contract without any penalty or fee within three federal business days (including Saturday) after you receive your Terms of Service documents.** Your Terms of Service document contains detailed instructions for executing your right of rescission. There are no penalties for cancellation of residential or small commercial service if you are switching providers, if the cancellation is made within this time period. If you move from your Service Address to a new premise, you may cancel the contract without penalty after providing your forwarding address.

**Disconnection of Service.** Chariot Energy may authorize the disconnection of your electric service, after proper notice, for any of the following reasons: (i) your failure to pay any bill for electric service owed to your REP or to make deferred payment arrangements by the date of disconnection stated on a disconnection notice sent to you after your bill became past due; (ii) your failure to comply with the terms of a deferred payment agreement; (iii) using service in a manner that interferes with the service of others; (iv) your failure to pay a required deposit; (v) the operation of nonstandard equipment; or (vi) your failure as a guarantor to comply with the terms of an agreement to pay on another service account for which you guaranteed payment. In addition, Chariot Energy may authorize the disconnection of your electric service without prior notice for any of the reasons set forth in Section 25.483(d) of the PUCT's rules and regulations. PUCT Substantive Rule 25.483 also provides certain protections related to disconnection.

All bills shall be deemed past due and delinquent at the close of business on the day the bill is due. Chariot Energy will provide you with a disconnection notice in the event you do not pay your bill by its due date or make suitable arrangements with Chariot Energy for its payment. You will have ten (10) days from the date of the disconnection notice to pay your account balance. If your account balance is not paid in full by the date indicated on the disconnection notice, your service will be suspended. To restore service without re-applying for service with Chariot Energy, your outstanding charges must be paid within five (5) days of service suspension. If your outstanding charges are not paid within five (5) days of service suspension, your account may be subject to final disconnection and Chariot Energy will no longer be your retail electric provider. If your account is secured with a deposit, the deposit amount will be credited to your final bill, which may include an early termination fee as specified in your Electricity Facts Label, and you must remit final payment by the due date on the bill to avoid having your account turned over to a collections agency.

**Critical Care Residential Customer and Chronic Care Residential Customer Designation.** You have the right to apply for designation as a Critical Care Residential Customer or Chronic Condition Residential Customer pursuant to PUCT Subst. R. 25.497. If you are designated as a "Critical Care Residential Customer" Or "Chronic Condition Residential Customer" prior to the disconnection date stated on the notice, you will qualify for notification of interruptions or suspensions of service, and will be eligible for certain protections against disconnection of service as described in PUCT Subst. R. 25.483. If you qualify as a "Critical Care Residential Customer" you will have additional protections against suspension or disconnection of service as provided in Section 5.3.7.4(1)(D) and (E) of your TDSP's tariff for retail delivery service. Designation as a Critical Care Residential Customer or Chronic Condition Residential Customer does not guarantee the uninterrupted supply of electricity.

To qualify as a Critical Care Residential Customer, you must be a residential customer who has a person permanently residing in your home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life. This designation or re-designation is effective for a two-year period.

To qualify as a Chronic Condition Residential Customer, you must be a residential customer who has a person permanently residing in your home 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 person's medical condition. If that serious medical condition is diagnosed or re-diagnosed by a physician as a life-long condition, the designation is effective for the shorter of one year or until such time as the person with the medical condition no longer resides in the home. Otherwise, the designation or re-designation is effective for 90 days.

To qualify as a Critical Care Residential Customer or Chronic Condition Residential Customer, you must have your physician provide the completed Critical Care Residential Eligibility Determination Form to your TDSP. Your TDSP makes the final determination of whether or not you qualify to be a Critical Care Residential Customer or Chronic Condition Residential Customer. Qualification by the TDSP does not relieve you from any obligation to pay us or the TDSP for your electric service. The form is available at http://www.puc.state.tx.us/consumer/Default.aspx.

Chariot Energy cannot authorize a disconnection for nonpayment of a Critical Care Residential Customer when that customer establishes that disconnection of service at the premise will cause some person residing at the premise to become seriously ill or more seriously ill. However, to obtain this exemption, you must: 1) have the ill person's attending physician (the term "physician" means any public health official, including medical doctors, doctors of osteopathy, nurse practitioners, registered nurses, and any other similar public health official) call or contact Chariot Energy by the stated date of disconnection;

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2) have the ill person's attending physician submit a written statement to Chariot Energy confirming that the customer is a Critical Care Residential Customer; and 3) enter into a deferred payment plan. This exemption is subject to approval by the TDSP. This exemption from disconnection shall be in effect for sixty-three (63) days from the issuance of the electric utility bill or a shorter period if Chariot Energy and the customer, secondary contact, or attending physician agree, and must be applied for each time the Critical Care Residential Customer seeks to avoid disconnection.

Critical Care or Chronic Condition qualification does not guarantee an uninterrupted power supply, and if electricity is a necessity, you may need to make other arrangements. Contact us to discuss eligibility or request a Critical Care eligibility form, or access the form directly at the PUCT's website at http://www.puc.state.tx.us/consumer/Default.aspx . The PUCT rule related to Critical Care and Chronic Condition is PUCT Subst. R. 25.497.

**Rights and Protections Against Disconnection**. You have certain rights and protections that prevent your service from being disconnected under certain conditions identified in PUCT Subst. R. 25.483. Chariot Energy cannot authorize your TDSP to disconnect you for nonpayment for any of the following reasons: (1) delinquency in payment for electric service by a previous occupant of the premises; (2) failure to pay for any charge that is not for electric service regulated by the commission, including competitive energy service, merchandise, or optional services; (3) failure to pay for a different type or class of electric service unless charges for such service were included on that account's bill at the time service was initiated; (4) failure to pay charges resulting from an underbilling, except theft of service, more than six months prior to the current billing; (5) failure to pay disputed charges, except for the amount not under dispute, until a determination as to the accuracy of the charges has been made by the REP or the commission and the customer has been notified of this determination; (6) 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 PUCT Subst. R. 25.126; or (7) 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 ready by your TDSP.

Chariot Energy cannot request disconnection of your service for nonpayment on a holiday or weekend, or the day immediately before a holiday or weekend, unless Chariot Energy's personnel are available on those days to take payments, make payment arrangements with you, and request reconnection of service. Your TDSP cannot disconnect on a holiday or weekend, or the day immediately preceding a holiday or weekend, unless the personnel of the TDSP are available to reconnect service on all of those days, or if a dangerous condition exists or you request disconnection.

Chariot Energy cannot authorize a disconnection for nonpayment in a county in which an extreme weather emergency occurs. An "extreme weather emergency" means a day when the previous day's highest temperature did not exceed 32 degrees Fahrenheit, and the temperature is predicted to remain at or below that level for the next 24 hours anywhere in the county, according to the nearest National Weather Service (NWS) reports; or the NWS issues a heat advisory for a county, or when such advisory has been issued on any one of the preceding two calendar days in a county.

Chariot Energy cannot authorize disconnection for nonpayment of electric service for a billing period in which Chariot Energy receives a pledge, letter of intent, purchase order, or other notification that an energy assistance provider is forwarding sufficient payment to continue service provided that it is received by the due date stated on the disconnection notice, and by that date the customer either pays or makes payment arrangements to any outstanding debt not covered by the energy

**Statement on Non-Discrimination.** Chariot Energy will not refuse service to anyone because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, disability or familial status, location in an economically-distressed geographic area, or if they qualify for low-income affordability or energy-efficiency services.

**Availability of Provider of Last Resort (POLR)**. If your electric service is terminated or disconnected, you may obtain services from another REP or the POLR. The POLR offers a basic, standard retail service package at a fixed, non-discountable rate. You may call 1-866-PWR-4-TEX or visit www.powertochoose.org for more information about the default POLR in your area.

**Restoration of Service.** If your service has been disconnected for non-payment, your REP or the POLR will, upon satisfactory correction of the reasons for the disconnection, notify your TDSP 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.

**Do Not Call List.** Beginning January 1, 2002, customers may add their name, address and telephone number to a state-sponsored electric no-call list that is intended to limit the number of telemarketing calls received relating to the customer's choice of REPs. Customers have the right to register their address and phone number to a No Call List sponsored by the PUCT to opt out of telemarketing calls according to PUCT Subst. R. 25.484. You may register either online at www.texasnocall.com for free; or call toll-free 1-866-TXNOCAL(L) (1-866-896-6225) to obtain an application or to register; or send a written request for an application to: TEXAS NO CALL, P.O. Box 313, E. Walpole, MA 02032.

You must pay a registration fee for each phone number you register; this fee must be paid by credit card if registering by phone and by credit card, check or money order if registering via mail. The registration fee, cannot exceed five dollars per term. Your registration will remain active for five years from the date it was first published on the list. A customer that registers for inclusion on the electric no-call list may continue to receive calls from telemarketers other than REPs. The customer may instead or may also register for the Texas no-call list that is intended to limit telemarketing calls regarding consumer goods and services in general, including electric service.

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**Privacy of Customer Information.** Pursuant to PUC Subst. R. 25.472, Chariot Energy shall not release proprietary customer or premise information, as defined by the PUCT, to any other person, including an affiliate of Chariot Energy, without obtaining your verifiable authorization, unless otherwise approved by the PUCT substantive rules applicable to Retail Electric Providers. This prohibition does not apply to the release of your information under certain circumstances as allowed by law, including release to the PUCT, an agent of Chariot Energy, consumer reporting agencies, law enforcement agencies, or your TDSP. We 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 your historical usage upon request and authorization of a current customer or applicant of a premise. Industrial and commercial customers may contact their REP or TDSP and designate that their prior historical usage is competitively sensitive in order to prevent the release of this information