

## Electricity Facts Label (EFL)

*Bounce Energy, Inc.*

### **Thrifty Saver Introductory Plan**

July 16, 2010

	Average Monthly Use:	500kWh	1,000kWh	2,000kWh
	<b>Average price per kWh by TDSP territory</b>			
<i>Electricity price</i>	CenterPoint Energy	9.7¢	8.7¢	8.7¢
	Oncor	9.5¢	8.5¢	8.5¢
	Texas New Mexico Power	9.4¢	8.4¢	8.4¢
	AEP Texas North	10.2¢	9.2¢	9.2¢
	AEP Texas Central	10.2¢	9.2¢	9.2¢
	<p><b>Except for price changes allowed by law or regulatory action, this price is the price that will be applied during your first billing cycle; this price may change in subsequent months at the sole discretion of Bounce Energy. Please review the historical price of this product available at <a href="http://www.bounceenergy.com/historicalefls">www.bounceenergy.com/historicalefls</a> or call 1-888-452-6862.</b></p> <p>Some customers will be subject to a special charge for underground service or similar charge that may apply in a part of their Transmission Distribution Service Provider service area that is not included in the total average price for electric service stated above. You can determine the price and applicability of any such special charge at your service address by calling 1-888-452-6862.</p>			
<i>Other Key Terms and questions</i>	<p>This introductory price under this plan as stated above is only available to new customers enrolling for the first time with Bounce Energy. Following your first billing cycle, this introductory variable rate will transition to our standard rate for this plan.</p> <p>The average price per kWh includes recurring charges from your Transmission and Distribution Service Provider and the Electric Reliability Council of Texas. The above rates include a \$4.95 monthly service fee that will be waived for each billing cycle in which your usage is 1000 kilowatt hours (kWh) or more. Following your enrollment, the current price for this product will be available at <a href="http://www.BounceEnergy.com/efls">www.BounceEnergy.com/efls</a> or by calling 1-888-452-6862.</p> <p><i>See Terms of Service statement for a full listing of fees, deposit policy, and other terms.</i></p>			
	<i>See Terms of Service statement for a full listing of fees, deposit policy, and other terms.</i>			
<i>Disclosure Chart</i>	Type of Product	Variable Price Product (Introductory)		
	Contract Term	Month-to-Month		
	Do I have a termination fee or any fees associated with terminating service?	No		
	Can my price change during the contract period?	Yes		
	If the price can change, how will it change and by how much?	<p>The price applied in the first billing cycle may be different from the price in this EFL if there are changes in TDSP charges; changes to the Electric Reliability Council of Texas or Texas Regional Entity administrative fees charged to loads; or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs that are outside our control. Please review the historical price of this product available at <a href="http://www.bounceenergy.com/historicalefls">www.bounceenergy.com/historicalefls</a> or call 1-888-452-6862. After the first billing cycle, it can increase or decrease by any amount.</p>		

	What other fees may I be charged?	Fees not included in the price above: Insufficient Funds: \$25; Late Fee: 5% of past due balances; Disconnect Process fee: \$25; Reconnect Process fee: \$25; Collection fees. If you pay your bill through a third party location (e.g., a check cashing store or bill payment center) that accepts payment on our behalf, then such third party will charge you a fee not to exceed \$3 per payment. Information on other non-recurring fees is available in the pricing section of your Terms of Service. Average prices per kWh by TDSP stated in the matrix above do not include state, local, or other applicable taxes or non-recurring charges.
	Is this a pre-pay or pay in advance product?	No
	Does Bounce Energy purchase excess distributed renewable generation?	No
	Renewable Content	This product is 1% renewable
	Statewide average for Renewable Content	The statewide average for renewable content is 5%.
<p>Bounce Energy, PO Box 8387, Houston, TX 77288  www.BounceEnergy.com, customerservice@BounceEnergy.com,  1-888-452-6862, 7 am - 11 pm (Mon-Sat), Central Time  PUCT Certification Number #10162  EFL071610TSIP</p>		



## Welcome to Bounce Energy!

**PUCT REP Cert. No. 10162, Bounce Energy, Inc.**

**Website:** [www.BounceEnergy.com](http://www.BounceEnergy.com)

**Hours of Operation:** 8am - 6pm (Mon-Fri); 9am - 4pm (Sat), Central Time

**Mailing Address:** PO Box 8387, Houston, TX 77288

**Toll Free Telephone Number:** 1-888-452-6862

**Toll Free Facsimile Number:** 1-888-801-6681

**Email Address:** [CustomerService@BounceEnergy.com](mailto:CustomerService@BounceEnergy.com)

### Terms of Service Agreement

(TSV041910V)

for

### Variable Price Product

Thank you for selecting Bounce Energy as your retail electric provider (REP). This Terms of Service Agreement (TOS), together with your enrollment authorization in writing, by telephone or the internet, the Electricity Facts Label (EFL), and the Your Rights as a Customer (YRAC) disclosure, as each may hereafter be amended, set forth your contract for service with Bounce Energy (contract). As your REP, Bounce Energy will arrange for the delivery of electricity to your service address from the Transmission and Distribution Service Provider (TDSP) in your area. References to the PUCT or ERCOT shall mean the Public Utilities Commission of Texas and the Electricity Reliability Council of Texas, respectively. References to "we", "our" and "us" refer to Bounce Energy.

**Service Term.** Your contract term is set forth in the EFL. Your service with us will begin on the date of your first meter read following your confirmed enrollment with us and will continue for the period stated in the EFL. Thereafter, your service with us will continue on a month-to-month basis, until you select another Bounce Energy electricity product, switch to another REP, or your service is terminated or disconnected by us.

**Right of Rescission.** If are switching service at your existing service address, then you may rescind your contract and cancel your service with us without penalty or fee within three federal business days after you receive your contract documents by contacting us at the telephone number, facsimile number or email address set forth in this TOS. Please include your name, service address and Bounce Energy account number. This right of rescission does not apply if you are moving into a new service address.

**Cancellation.** If a penalty or fee for early cancellation is stated in the EFL, then you agree to pay such penalty or fee for early cancellation cancel if you cancel your contract before the end of your contract term. If you move to another premises and provide a valid forwarding address to us, then you may terminate your service without penalty or fee prior to the expiration of your contract term. We may require you to provide sufficient evidence that you have moved and no longer occupy the premises covered by your contract. Irrespective of

the termination or disconnection of your service with us or the cancellation of your contract, you will nonetheless be responsible for all charges for electricity service due through the date on which your electricity service with us ceases, as well as all other fees, charges and amounts due under your contract and/or applicable law.

**Disconnection of Service.** We may authorize the disconnection of your electric service, after proper notice, at any time after the disconnection date stated in the notice for any of the following reasons: (1) your failure to pay any required deposit; (2) your failure to pay any bill for electric service owed to us or to make deferred payment arrangements by the date of disconnection stated on a disconnection notice; (3) your failure to comply with the terms of a deferred payment agreement; (4) using service in a manner that interferes with the service of others; (5) the operation of nonstandard equipment; or (6) failure of a guarantor comply with the terms of an agreement to pay any guaranteed payment amount.

In addition, we may authorize the disconnection of your electric service immediately and without prior notice for any of the following reasons: (1) a dangerous condition exists at your service address; (2) there is evidence of theft of service; (3) service is connected without authority by a person who has not made application for service; (4) service is reconnected without authority after disconnection for nonpayment; or (5) there has been tampering with the equipment of the TDSP.

**Pricing.** The pricing for your electricity service will be as described in the EFL. Prices set forth in the EFL include recurring charges that we must pay on your behalf to the TDSP, together with other charges and fees authorized by the PUCT. You will also be responsible for payment of all non-recurring fees and charges that are charged by us and/or the TDSP, including, but not limited to, service connection, disconnection, out-of-cycle meter reads, and/or reconnection fees, for specified services provided to you. These non-recurring charges will be itemized on your bill. Your bill will also include taxes and other governmental charges applicable your service. You agree to pay the price stated in the EFL and all amounts indicated on your bill.

We may assess the following fees and charges, in addition to fees and charges stated in the EFL:

- \$25.00 for each transaction that is not processed due to insufficient funds, inaccurate payment information, or disputed authorization, by any method of payment, including, but not limited to, returned checks, returned or rejected electronic funds transfers, failed auto-payment plan transactions, or rejected credit/debit card transactions.
- Late payments, delinquent or past due balances may result in a one-time fee of 5 percent of each current month's billing that is past due.
- All collection fees and expenses associated with any and all attempts to collect amounts owed by you; provided, that a minimum fee of \$25.00 shall be charged for each bill with a past due balance that is submitted to a third party collection agency or agent.

- \$25.00 each time full payment is not made prior to the expiration date stated in any disconnection notice issued by us (Disconnect Process fee).
- Fees agreed to by you, whether at the time of enrollment or otherwise, for additional services, including but not limited to, expedited connection services, out-of-cycle meter reads, and/or other services or products.
- \$25.00 each time we process a transaction requesting that the TDSP reconnect your service (Reconnect Process fee).

We may from time to time authorize third parties to accept payments from you on our behalf at various locations (e.g., a check cashing store or bill payment center). If you elect to make a payment at one of these locations, such third party will charge you a fee not to exceed \$3.00 per payment in order to process your payment.

Your pricing for any given billing cycle will be as stated in the ELF. Pricing is determined based upon the type of product that you choose to purchase (i.e., whether you chose a fixed rate product, an indexed product, or a variable price product, under a month-to-month or term contract).

**Pricing Changes.** We may only change the price of a product during the contract term in accordance with its EFL and consistent with the following: (i) for fixed rate products with a term of at least three months for which the price (including recurring charges) for each billing period of the contract term is the same throughout the contract term, the price may vary from the disclosed amount solely to reflect actual changes in the TDSP charges, changes to the ERCOT or Texas Regional Entity (TRE) 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 that are beyond the REP's control; and (ii) for indexed products, for which the price (including recurring charges) can vary according to a pre-defined pricing formula that is based on publicly available indices or information and is disclosed to the customer, to reflect actual changes in TDSP charges, changes to the ERCOT or TRE administrative fees charged to loads or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on a REP that are beyond the REPs control. We may change pricing for variable price products at any time, subject to the EFL, without prior notice. Price changes for fixed rate and indexed products consistent with this paragraph do not require prior notice.

**Contract Changes other than Price.** We may make changes to the terms or conditions of your contract (other than contract length) at any time; provided that pricing changes shall be made in accordance with the preceding paragraph. If there is a change to your contract, we will notify you in writing at least 14 calendar days before the effective date of any such change. You will have the right to cancel your contract or service without penalty or fee prior to the effective date of such change. If you do not cancel your contract, the change will become effective on the date stated in the notice. Notice is not required for any change to your contract that benefits you.

**Contract Expiration Notice.** If the product you chose to purchase is a term contract (a contract with a term in excess of

31 days), a contract expiration notice will be sent to you at least 14 days prior to the end of the initial contract term set forth in the EFL. If you fail to take action to ensure that you continue to receive retail electric service from us upon the expiration of your contract, then you will continue to be served by us automatically following the end of your contract term pursuant to a default renewal product, which shall be a month-to-month product.

**Billing and Payment.** We will bill you on a monthly basis for products and services, as applicable, together with other charges required or permitted by law. Your bill will include charges on behalf of your TDSP for certain products and services, as applicable, provided to you by your TDSP. We have no control over, or responsibility for, the pricing, amount or quality of products or services that your TDSP provides. Bills are due and payable on the 16<sup>th</sup> day following the issue date set forth on your bill. If you do not pay your bill on or prior to the due date, you will be charged a late fee equal to 5% of that bill's past due amount. Our acceptance of a partial payment of any bill will not relieve you of your obligation to pay the full amount owed, irrespective of any statement, declaration or other writing to the contrary made by you in conjunction with such partial payment. For information on your rights regarding a dispute you may have with your bill or information on how to contact the PUCT, please see the YRAC.

You may pay your bill using any of our available payment methods (which may change from time to time). Such payment methods may include: telephone (via toll free number listed on your bill or our website) or online (via website listed herein) payment using a credit/debit card accepted by us, payment by check or money order sent to the mailing address listed on your bill or our website, or payment by cash at any pay station authorized by us to receive payments. We are not responsible for postal or other delays resulting in your payment being late. Checks or electronic fund transfers returned by a bank or otherwise rejected for any reason will constitute non-payment of your bill.

If you do not pay your bill by the stated due date, you will be sent a disconnection notice at least 10 days in advance of disconnection of your service. If you fail to pay your bill prior to the expiration date stated in the disconnection notice, then we may request disconnection of your service without further notice to you. In addition, we may use all available legal means to collect any amounts owed by you. In such event, you agree to pay reasonable collection fees and expenses (including, without limitation, reasonable attorneys' fees and costs, as well as third party collection fees and costs) associated with or in connection with any and all attempts to collect amounts owed by you.

If you do not have the ability to pay all of your bill by the due date, you may be eligible for a deferred payment arrangement. If you wish to enter into such arrangement, please call us at the toll free telephone number set forth in this TOS to discuss your eligibility and the payment arrangements available to you. You will not be eligible for a deferred payment arrangement if: (i) you have received more than two

termination or disconnection notices during the preceding 12 months, or (ii) you have received service from us for fewer than three months (unless you can satisfactorily demonstrate sufficient credit or a satisfactory history of payment for service from a previous utility). Please call us at the toll free number set forth herein to obtain more information about deferred payment plans or assistance programs.

**Level Billing.** Bounce Energy offers a Levelized Payment Plan (Level Billing) that enables customers to pay a calculated amount each month based on levelized electricity usage. This program is available to all customers who are not delinquent in payment at the time of enrollment. We will bill or credit you the amount of any overbilling or underbilling, as appropriate, against your actual usage during prior Level Billing periods, at least once every twelve months and upon termination of your service. Customers with questions regarding Level Billing or wishing to enroll in Level Billing may call our toll free number listed in this TOS.

**Credit and Deposits.** We may require customers and applicants to establish and maintain satisfactory credit as a condition of providing service. By your applying for our service, you agree that we may review your eligibility, including requesting information from consumer credit reporting agencies and/or requesting a payment reference letter from your previous electric providers in order to verify your electric service payment history for the purpose of assessing your creditworthiness. We will not deny service based upon your credit score. You may, however, be required to provide an initial deposit as a condition to receiving service if you do not demonstrate satisfactory credit. If we agree to conditionally waive or defer your initial deposit based upon your agreement to comply and continue to comply with certain terms, then your failure to comply with such terms may result in your initial deposit becoming due and payable.

You will be deemed to have demonstrated satisfactory credit and will not be required to pay a deposit if: (i) you are at least 65 years of age and you are not currently delinquent on an account with another REP, or (ii) 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. Existing customers that are late paying a bill more than once during the prior 12 months or had service terminated or disconnected for nonpayment during the prior 12 months may be required to pay an initial deposit. If you have paid a deposit, you may be required to pay an additional deposit if the average of your actual billings for the immediately preceding 12 month period is at least twice the amount of the original estimated annual billings, and you have been sent a disconnect notice within the prior 12 months.

Deposits held more than 30 days will accrue interest from the date of receipt at the annual rate established by the PUCT. Payment of the interest may be made either annually or at the time the deposit is returned or credited to your account. Your deposit will be returned or credited to your account at such time as you have made 12 consecutive monthly payments by the specified due date. The total amount of all deposits that you

may be required to pay shall not exceed the greater of: (i) the sum of your estimated billings for the next two months; or (ii) one-fifth of your estimated annual billings. After 12 months of service with us, you may request in writing that your required deposit be re-calculated based upon your actual historical usage or billings. If you are qualified under the Low Income Telephone and Electric Utilities (LITE-UP) program and you are required to pay a deposit greater than \$50, you will be eligible to pay your deposit in two installments.

Upon termination of your service, we will apply your deposit, if any, plus accrued interest, against your total outstanding balance on your final bill. We will bill you for any remaining outstanding balance after application of the deposit and interest. If the deposit and accrued interest, as applied, exceed the outstanding balance owed, we will refund the credit balance to you. We reserve the right to include on your bills charges or credits necessary to correct or true-up any previously estimated bills, meter read errors, miscalculations of taxes, fees or other charges, billing errors, and other errors or omissions.

**Taxes and Charges.** You are responsible for paying all applicable federal, state and local taxes, fees, governmental charges, assessments, and other charges for which you are responsible as a purchaser of electricity, or which are imposed upon us as a retail seller of electricity, or which are imposed upon electricity sales transactions, including, without limitation, gross receipts taxes, municipal administrative fees, and generation, utility, TDSP, regulatory, BTU or electricity taxes, fees, and assessments.

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

**Critical Care Customers.** If an interruption or suspension of your electric service will create a dangerous or life-threatening condition, you may qualify as a critical care residential customer. Upon your request, we will provide you with the PUCT's standardized Critical Care Eligibility Determination Form. You shall then return the completed form to us as described in the form. We shall then forward the completed form to your TDSP for review and qualification. If you are qualified, the critical care designation will be valid for one year. We will send you a renewal application prior to expiration of your designation. Qualification as a critical care customer does not relieve you of your obligation to pay for services.

**Refusal of Service.** We reserve the right to refuse to provide service to you for any lawful reason, including, without limitation, those reasons set forth in the PUCT rules and regulations.

**Warranties.** WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THE CONTRACT AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability.** OUR LIABILITY UNDER THE CONTRACT SHALL BE LIMITED SOLELY TO DIRECT DAMAGES ACTUALLY INCURRED. WE SHALL NOT BE LIABLE FOR ANY INTERRUPTION OF SERVICE OR SHORTAGE OF ELECTRICITY SUPPLY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE EITHER DIRECTLY OR INDIRECTLY RELATED TO DISCONNECTION OF ELECTRIC SERVICE ARRANGED BY US IN ACCORDANCE WITH THE CONTRACT OR APPLICABLE LAWS OR RULES PROMULGATED BY THE PUCT OR ERCOT, NOR ANY LOSS OR DAMAGE RESULTING FROM CAUSES OUTSIDE ITS REASONABLE CONTROL. NEITHER YOU NOR US SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING LOST PROFITS OR DATA, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED AS TO THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

**Force Majeure.** We shall not be deemed in violation or breach of the Contract if and to the extent that any failure to perform or interruption of your service results from any Force Majeure event, which shall include, without limitation, floods, fires, lightning, explosions, drought, earthquakes, storms, tornados, landslides, severe weather, or other acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes, labor issues, required maintenance, changes in laws, rules, or regulations, failure of ERCOT or any TDSP to transmit electricity or to perform any of their respective obligations, or the failure of any of our suppliers, vendors and/or other third parties, and other events, forces, and/or circumstances beyond our reasonable control. We shall not be liable for any losses or damages arising in connection with any force majeure event.

**Disclaimer.** We do not generate, transmit, or distribute your electricity and, accordingly, cannot guarantee that your electricity service will be continuous or uninterrupted. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INTERRUPTIONS OR IRREGULARITIES IN YOUR ELECTRIC SERVICE.

**Change in Law.** If we incur new or modified fees, performance costs, supply costs, or other charges (including, without limitation, changes to TDSP delivery charges, or ERCOT ancillary services or other charges), as a result of a change in laws, rules, regulations or guidelines (including, without limitation, those promulgated by the PUCT, ERCOT, or other governmental or regulatory body), then we may

reasonably allocate and bill you for any such incremental fees, costs or other charges as an authorized adjustment to the price without prior notice.

**Assignment.** You may not assign your Contract without our prior written consent. We may assign or transfer the Contract without your consent. Without limiting the generality of the foregoing, we may, without limitation: (i) transfer, sell, pledge, encumber, secure, or collaterally assign the Contract and/or any accounts, revenues or proceeds thereunder in connection with any financing transaction, financial arrangement, or other transaction; (ii) assign or transfer your contract to any entity succeeding to all or substantially all of our business or assets; and/or (iii) transfer or assign your contract to a certified REP or an affiliated entity.

**No Waiver.** Any failure by us to enforce any term or condition of your service or otherwise exercise any right it may have under your contract shall not be deemed a waiver of any rights to thereafter enforce any or all terms or conditions of your service or to exercise rights under your contract.

PLEASE READ – THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING:

## YOURS RIGHTS AS A CUSTOMER

This document summarizes Your Rights as a Customer, and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUCT). These rules apply to all retail electric providers (REPs) and the provider of last resort (POLR), except as otherwise stated. You may view the PUCT's rules at [www.puc.state.tx.us/rules/subrules/electric](http://www.puc.state.tx.us/rules/subrules/electric).

### Contact Information

Bounce Energy, Inc.  
PO Box 8387, Houston, TX 77288  
REP Certificate No.10162

#### REP Customer Service

Toll-Free 1-888-452-6862, 8am – 6pm (Mon-Fri);  
9am – 4pm (Sat), Central Time  
Fax Toll-Free 1-888-801-6681  
Hearing- and Speech-Impaired Toll-Free 1-888-801-6681  
CustomerService@bounceenergy.com  
[www.BounceEnergy.com](http://www.BounceEnergy.com)

#### Public Utility Commission of Texas

Consumer Protection Division  
P.O. Box 13326, Austin, TX 78711-3326  
Direct (512) 936-7120  
Toll Free 1-888-782-8477  
Fax (512) 936-7003  
Internet Web Address [www.puc.state.tx.us](http://www.puc.state.tx.us)  
E-mail Address [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us)

#### Outages and Emergencies

Toll Free 24 Hours/7 days  
Oncor Service Area: 1-888-313-4747  
Centerpoint Service Area: 1-800-332-7143  
Texas Central Company Service Area: 1-866-223-8508  
Texas North Company Service Area: 1-866-223-8508  
Texas New Mexico Power Company  
Service Area: 1-888-866-7456  
Sharyland Utilities: (956) 668-9551

### Obtaining and Canceling Service

**Discounts for Low-Income Residential Customers:** In the event that funding and authorization to expend funds are sufficient for the PUCT to administer a low-income rate reduction program, the following paragraph applies: A customer who receives food stamps, Medicaid, TANF or SSI from the Texas Health and Human Services Commission (HHSC) automatically qualifies for a discount on electric service through the LITE-UP Texas program. Customers who do not currently receive these benefits, but whose household income is not more than 125% of the federal poverty guidelines may apply for the discount. Contact LITE-UP Texas toll-free

at (866) 4-LITE-UP or (866) 454-8387 for information on how to obtain the discounted rate.

#### ***Unauthorized Change of Service Provider or “Slamming”:***

An 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 contact your chosen REP and 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. The affected REPs, transmission and distribution service provider (TDSP) and registration agent will work together to return you to your chosen REP in accordance with the market process approved by the PUCT.

***Right of Rescission:*** When requesting a switch in service providers, you may rescind your Terms of Service Agreement with the new REP without any penalty or fee within 3 business days after you receive your Terms of Service Agreement. For details on how to rescind, please see your Terms of Service Agreement. This right of rescission does not apply if you are moving into a new service address.

### Billing Issues

***Unauthorized Charges or “Cramming”:*** Before any new charges 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. 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 PUCT. Your REP will not seek to terminate your electric service for nonpayment of an unauthorized charge, 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.

#### ***Deferred Payment Plans and Other Payment Arrangements:***

If you cannot pay your bill, please call your REP immediately. You may qualify for a “deferred payment plan”. Your REP may allow you to pay your outstanding bill after your due date but before your next bill is due. If you have not received more than two (2) termination/disconnection notices during the past 12 months, you may qualify for a deferred payment plan. For additional details on these programs, please see your Terms of Service Agreement or contact your REP.

***Financial and Energy Assistance:*** If a customer contacts the REP and indicates an inability to pay, the REP must inform the customer of all applicable payment options and payment assistance programs that are offered by or available from the REP. Contact your REP for more information.

***Meter Testing:*** A customer has the right to request a meter test at no additional cost. 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 TDSP. The TDSP or REP will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter.

### **Disconnection and Termination**

**Termination of Service:** Your REP may terminate your electric service for reasons other than non-payment as specified in your Term of Service Agreement. You may terminate your agreement with your REP without penalty in the event you move to another premise and provide a forwarding address, or your REP notifies you of a material change in the terms and conditions of service as stipulated in the Terms of Service Agreement. See your Terms of Service Agreement for other details regarding terminating your contract.

**Disconnection of Service.** Your REP 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) failure of the guarantor to comply with the terms of an agreement to pay on a guaranteed service account. In addition, Your REP 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.

**Availability of Provider of Last Resort (POLR):** If you are notified that you are subject to termination or disconnection of your electric service, or if your service is terminated or disconnected, 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 basic, standard retail service package. You may call 1-866-PWR-4-TEX or visit [www.powertochoose.org](http://www.powertochoose.org) for more information about the default POLR in your area.

**Restoration of Service:** If your service has been disconnected by your REP 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.

### **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 PUCT 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.

**Reporting Outages:** Your REP is responsible for providing you with the telephone number you may use to report outages or other emergencies. This information is included on your bill and is also provided at the beginning of this document for your convenience.

### **Other Protections**

**Do Not Call List:** The PUCT 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 PUCT 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.

**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 allowed by law.

**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.

## SÍRVASE LEER ESTE DOCUMENTO YA QUE CONTIENE INFORMACIÓN IMPORTANTE CON RESPECTO A:

### SUS DERECHOS COMO CLIENTE

Este documento resume sus derechos como cliente y se basa en las normas de protección del cliente adoptadas por la Comisión de Servicios Públicos de Texas (*Public Utility Commission of Texas*, PUCT). Estas normas rigen para todos los proveedores de electricidad (REP) y para el proveedor de último recurso (POLR), a menos que se especifique lo contrario. Puede consultar las normas de la PUCT en [www.puc.state.tx.us/rules/subrules/electric](http://www.puc.state.tx.us/rules/subrules/electric).

#### Información de contacto

Bounce Energy, Inc.  
PO Box 8387, Houston, TX 77288  
N.º de certificado del REP: 10162

#### Servicio de atención al cliente del REP

Número gratuito: 1-888-452-6862, de lunes a viernes de 8 a.m. a 6 p.m.; los sábados de 9 a.m. a 4 p.m., horario del centro  
Número de fax gratuito: 1-888-801-6681  
Número gratuito para personas con dificultades auditivas o del habla: 1-888-801-6681  
CustomerService@bounceenergy.com  
[www.BounceEnergy.com](http://www.BounceEnergy.com)

#### Comisión de Servicios Públicos de Texas

División de Protección al Cliente  
P.O. Box 13326, Austin, TX 78711-3326  
Número directo: (512) 936-7120  
Número gratuito: 1-888-782-8477  
Fax: (512) 936-7003  
Dirección de Internet: [www.puc.state.tx.us](http://www.puc.state.tx.us)  
Dirección de correo electrónico: [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us)

#### Cortes de servicio y emergencias

Número gratuito las 24 horas, los 7 días de la semana  
Área de servicio de Oncor: 1-888-313-4747  
Área de servicio de Centerpoint: 1-800-332-7143  
Área de servicio de Texas Central Company: 1-866-223-8508  
Área de servicio de Texas North Company: 1-866-223-8508  
Área de servicio de Texas New Mexico  
Power Company: 1-888-866-7456  
Sharyland Utilities: (956) 668-9551

#### Obtención y cancelación del servicio

**Descuentos para clientes residenciales de bajos recursos.** En caso de estar autorizada y de que los fondos sean suficientes para que la PUCT pueda gestionar un programa de reducción de tarifa para clientes de bajos recursos, rigen los siguientes párrafos: Un cliente que recibe cupones de alimentos, Medicaid, Asistencia Temporal a Familias Necesitadas (*Temporary Assistance for Needy Families*, TANF) o Seguridad de Ingreso Suplementario (*Supplemental Security Income*, SSI) de la Comisión de Salud y Servicios

Humanos de Texas (*Texas Health and Human Services Commission*, HHSC) califica automáticamente para un descuento en el servicio de electricidad mediante el programa LITE-UP Texas. Los clientes que actualmente no reciben estos beneficios, pero tienen ingresos familiares que no superan el 125% de las pautas federales de pobreza pueden solicitar el descuento. Comuníquese con el número gratuito de LITE-UP Texas (866) 4-LITE-UP o (866) 454-8387 para obtener más información sobre cómo obtener la tarifa con descuento.

**Cambio no autorizado de proveedor de servicio:** Un REP debe obtener su autorización comprobable antes de realizar un cambio en el servicio de electricidad que recibe. Si considera que le cambiaron el servicio de electricidad sin su autorización, debería comunicarse con el REP elegido y solicitarle que le proporcione una copia de su autorización y verificación. El REP debe enviarle estos documentos en un plazo de 5 días hábiles posteriores a la solicitud. Los REP afectados, el proveedor de servicio de distribución y transmisión (*Transmission and Distribution Service Provider*, TDSP) y el agente de registro trabajarán en conjunto para que regrese al REP elegido, según el proceso de mercado aprobado por la PUCT.

**Derecho de rescisión:** Cuando solicite un cambio de proveedor de servicio, puede rescindir su Acuerdo de condiciones de servicio con el nuevo REP sin ningún tipo de multa ni pago de arancel en un período de 3 días hábiles posteriores a la recepción del Acuerdo de condiciones de servicio. Si desea obtener más información sobre cómo rescindir un servicio, consulte el Acuerdo de condiciones de servicio. Este derecho de rescisión no tiene validez si se cambia a un nuevo domicilio de servicio.

#### Facturación

**Cargos no autorizados:** Antes de que se incluyan cargos nuevos en su factura de electricidad, el REP debe informarle sobre el producto o servicio, todos los cargos asociados, cómo aparecerán estos cargos en la factura y deberá obtener su autorización para aceptar el producto o servicio. Si considera que su factura de electricidad incluye cargos no autorizados, puede comunicarse con su REP para reclamar dichos cargos y presentar una queja ante la PUCT. La intención de su REP no es interrumpir el servicio de electricidad debido a la falta de pago de un cargo no autorizado, a menos que la queja finalmente se resuelva en su contra. Si se determina que los cargos no son autorizados, el REP dejará de cobrarle el servicio o producto no autorizado, eliminará el cargo no autorizado de su factura y le reintegrará o acreditará todo el dinero que pagó por un cargo no autorizado en un período de 45 días.

**Planes de pago diferido y otros acuerdos de pago:** Si no puede pagar su factura, comuníquese de inmediato con su REP ya que podría reunir los requisitos para un "plan de pago diferido". Su REP podría permitirle que pague la factura pendiente después de la fecha de vencimiento, pero antes del vencimiento de la próxima factura. Si no recibió más de dos (2) avisos de desconexión/finalización del contrato durante los últimos 12 meses, podría reunir los requisitos para obtener un plan de pago diferido. Para obtener más información sobre estos programas, consulte el Acuerdo de condiciones de servicio o comuníquese con su REP.

**Asistencia en asuntos energéticos y financieros:** Si un cliente se comunica con el REP e indica su imposibilidad de pagar, el REP debe informar al cliente todas las opciones vigentes de pago y los programas de asistencia de pago que se ofrecen o están disponibles para ese REP. Para obtener más información, comuníquese con su REP.

**Prueba del medidor:** El cliente tiene derecho a solicitar una prueba del medidor sin costo adicional. Si una prueba se realiza más de una vez en un período de cuatro años y se determina que el medidor funciona correctamente, se le cobrará un arancel por las pruebas adicionales del medidor a una tasa que esté aprobada por su TDSP. El TDSP o el REP le informarán los resultados de la prueba, en los que se indicará la fecha de la prueba, la persona que la realizó y, si corresponde, la fecha de retiro del medidor.

### **Desconexión y finalización del contrato de servicio**

**Finalización del contrato de servicio:** Su REP puede finalizar el contrato de servicio de electricidad por cualquier motivo que no sea la falta de pago, como se especifica en el Acuerdo de condiciones de servicio. Usted puede finalizar el contrato de servicio con su REP sin ningún tipo de multa, en caso de que se mude a otra vivienda y proporcione el domicilio, o el REP le notifique de un cambio material en los términos y condiciones del servicio, según se especifica en el Acuerdo de condiciones de servicio. Para obtener más información sobre la finalización del contrato de servicio, consulte el Acuerdo de condiciones de servicio.

**Desconexión del servicio.** El REP puede autorizar la desconexión del servicio de electricidad, luego del aviso correspondiente, por cualquiera de las siguientes razones: (i) falta de pago de alguna factura de servicio de electricidad adeudada al REP o la concreción de acuerdos de pago en la fecha de desconexión indicada en el aviso que se le envió después del vencimiento de la factura; (ii) falta de cumplimiento de las condiciones de un acuerdo de pago diferido; (iii) uso del servicio de una manera que interfiere con el servicio prestado a otros usuarios; (iv) falta de pago de un depósito obligatorio; (v) uso de un equipo no estándar o (vi) el garante no cumple con las condiciones de un acuerdo de pago de una cuenta de servicio garantizada. Además, el REP podría autorizar la desconexión del servicio de electricidad sin previo aviso por cualquiera de los motivos establecidos en el Artículo 25.483(d) de las normas y reglamentos de PUCT.

**Disponibilidad de un proveedor de último recurso:** Si se le notifica que está sujeto a la finalización del contrato o la desconexión del servicio de electricidad, o que finalizó el contrato o le desconectaron el servicio, puede obtener el servicio de otro REP o el POLR. Tiene la opción de solicitar el servicio del POLR, el cual ofrece un paquete básico y estándar de servicios. Comuníquese telefónicamente al 1-866-PWR-4-TEX o visite el sitio [www.powertochoose.org](http://www.powertochoose.org) para obtener más información sobre el POLR predeterminado de su área.

**Restablecimiento del servicio:** En caso de que su REP le haya desconectado el servicio por falta de pago, el REP o POLR notificará al TDSP, siempre que se hayan solucionado los motivos de la desconexión, para que le reconecte el servicio. Si el servicio fue desconectado por una situación de riesgo, éste será reconectado luego de que le demuestre al REP o POLR que solucionó dicha situación.

### **Conflictos con su proveedor**

**Resolución de reclamaciones:** En caso de tener comentarios, preguntas o reclamaciones, comuníquese con su REP. Luego de la recepción de una reclamación, el REP debe investigar y notificarle los resultados en un plazo de 21 días. Si no está conforme con los resultados de la investigación, puede solicitar una revisión de supervisión, si corresponde. El REP debe comunicarle los resultados de dicha revisión en un plazo de 10 días hábiles a partir de la presentación de su solicitud. Si está disconforme con los resultados de la investigación o de la revisión de supervisión, puede presentar una reclamación ante la PUCT o la División de Protección del Consumidor de la Oficina del Procurador General. Debe incluir su nombre y número de cuenta, además de una explicación de los hechos y la resolución que pretende en la reclamación.

**Denuncia de cortes del servicio:** El REP es responsable de proporcionarle el número de teléfono que debe usar para denunciar cortes de servicio u otras emergencias. Para su comodidad, esta información está incluida en su factura y también se indica al comienzo de este documento.

### **Otras protecciones**

**Lista de no llamar:** La PUCT tiene una “Lista de no llamar” de clientes que no desean recibir llamadas de venta telefónica del servicio de electricidad. Llame al número gratuito 1-866-TXNOCAL(L) o 1-866-896-6225, o visite el sitio en Internet de PUCT en [www.puc.state.tx.us](http://www.puc.state.tx.us) para registrarse en la Lista de no llamar.

**Disponibilidad de idiomas:** Puede solicitar el envío de información del REP en español, o en cualquier otro idioma que haya solicitado inicialmente. Esto incluye el Acuerdo de condiciones de servicio, etiqueta informativa sobre electricidad, facturas y avisos de facturación, información sobre servicios nuevos de electricidad, programas de descuentos, promociones y acceso al servicio de asistencia al cliente.

**Derechos de confidencialidad:** Excepto como se describe a continuación, los REP no pueden divulgar su información de cliente propietario a ninguna persona sin su autorización. Esto incluye su nombre, domicilio, número de cuenta, tipo o clasificación del servicio, uso histórico de la electricidad, patrones de uso previstos, tipos de instalaciones utilizadas en el suministro del servicio, términos y condiciones del contrato particular, precio, cargos vigentes y registros de facturación. Esta prohibición no rige para la divulgación de su información en ciertas circunstancias contempladas por la ley.

**Servicios especiales:** El REP puede ofrecer servicios especiales para clientes con dificultades auditivas y programas para clientes con incapacidades físicas. Si tiene una incapacidad física o requiere de asistencia especial para su cuenta de electricidad, comuníquese con el REP para consultar sobre el proceso que le permita reunir los requisitos para recibir estos servicios especiales.