

YOUR RIGHTS AS A CUSTOMER

This document sets out "Your Rights as a Customer" for the purchase of electricity between Tara Energy, LLC d/b/a Smart Prepaid Electric, REP Certificate No. 10051, ("Smart Prepaid Electric", "we" and "us") and you, the customer ("you", "your" and "Customer").

Unauthorized Charges- "Cramming"

You have the right to only be charged for services that you have authorized and the right to dispute any unauthorized charge or charges. Before Smart Prepaid Electric places a charge on your bill for a particular product or service, we will inform you about that product or service including all associated charges, and obtain your authorization to place those charges on your bill. If you believe that your bill includes a charge or charges for a product or service that you have not authorized, please contact Smart Prepaid Electric at the telephone number or address shown below.

Meter Reading & Testing

If you feel that your meter is not operating properly, please either notify Smart Prepaid Electric and we will contact the TDSP on your behalf, or contact your TDSP directly to request a meter test. You have the right to have your electricity meter tested once every four years at no cost to you. If you request your meter to be tested more than once every four years, and the meter is determined to be functioning properly, you may be charged a fee for the additional meter test(s) pursuant to the tariffs of your TDSP. The meter test shall be made during the TDSP's normal working hours. If you want to be present to observe the test, then it will be scheduled to accommodate you within the TDSP's normal working hours. After any requested meter test is completed, the TDSP will promptly advise you of the date that the test was conducted, who performed the test, the test results and (if applicable) the date when the meter was removed. If you prefer to read your own meter, please contact the TDSP in your area for instruction on how to read your meter.

Service Protections

Smart Prepaid Electric will not disconnect your electric service or terminate our Agreement with you for: (i) delinquency of payment by a previous occupant; (ii) failure to pay charges not related to electric service; (iii) failure to pay for a different class of electric service; (iv) failure to pay an under billing, other than for theft of service, that is more than six (6) months old; (v) failure to pay for a disputed charge until a determination as to the accuracy is made; (vi) failure to pay an under billing due to faulty metering, unless there has been meter tampering; or (vii) failure to pay estimated bills as requested when actual meter read data is not available. Furthermore, Smart Prepaid Electric will not disconnect your service or terminate our Agreement with you during an extreme weather emergency, or on a holiday or weekend. If you are receiving energy assistance, Smart Prepaid Electric will not disconnect service or terminate its Agreement with you for nonpayment if it receives a pledge, letter of intent, purchase order, or other notification that an energy assistance provider is forwarding sufficient payment to continue service. Additionally, if disconnection of electric service would cause some person residing at your residence to become seriously ill please contact Smart Prepaid Electric for assistance. Please refer to your Terms of Service for full details.

Customer Complaints & Disputes

You have the right to contact our service representatives to ask questions about your electric service or charges on your bill, terminate your service and conduct any other business relating to the services that we provide to you. You may submit a complaint in person, by letter, facsimile, e-mail or telephone to Smart Prepaid Electric. Smart Prepaid Electric will promptly investigate and advise you of the results within twenty-one (21) days.

You have the right to file an informal or formal complaint with the PUCT (and Smart Prepaid Electric cannot and will not limit that right). While a complaint with the PUCT is pending, Smart Prepaid Electric will not initiate collection activities with respect to the disputed portion of the bill. You will be obligated to pay any undisputed portion of the bill and Smart Prepaid Electric may pursue disconnection of service for nonpayment of the undisputed portion after appropriate notice. If you wish to contact the PUCT, you will find the PUCT's contact information at the end of this document.

Language

You have the right to designate receipt of the following documents and information in either English or Spanish: "Your Rights as a Customer" disclosure; Terms of Service documents; Electricity Facts Label; bill notices and termination notices; information on the availability of new electric services; discount programs; promotions; access to customer service, including the restoration of electric service and response to billing inquiries.

Unauthorized Switch of Service- "Slamming"

You have the right to choose your retail electric provider. A change in your retail electric provider can only be made with your permission. If you believe that Smart Prepaid Electric or some other entity has switched your electric service to another provider without your permission, please contact Smart Prepaid Electric to rectify this problem. Smart Prepaid Electric does not support the practice of slamming and has processes in place to deter this practice.

Disconnection & Termination of Service

You do not have the right to receive electric service without payment. Smart Prepaid Electric has the right to disconnect your service and terminate our Agreement with you if you fail to pay for the service provided to you. Smart Prepaid Electric will provide you with warning notices via email and or text message, at least one day prior to your balance dropping to \$10. If you fail to replenish the balance on your pre-paid account and your account drops to \$10, your service will be disconnected without additional notice. If you are on a deferred payment plan and fail to meet the terms of such plan, Smart Prepaid Electric will provide you with a disconnection and/or termination notice prior to disconnecting your service and/or terminating our Agreement with you. Such notice will inform you of the reasons for the disconnection and/or termination and the preventative steps available to you that must be taken in order to avoid disconnection.

If your service has been disconnected for nonpayment or another reason, please contact Smart Prepaid Electric immediately. Smart Prepaid Electric shall upon satisfactory correction of the reasons for disconnection including payment of the appropriate disconnection and reconnection fees, notify the TDSP to reconnect your service.

Payment & Discount Programs

If you contact Smart Prepaid Electric and indicate an inability to pay a bill, we shall inform you of all applicable payment options such as a deferred payment plan, or low income energy assistance programs. Additionally, you may be qualified for financial and energy assistance programs. Please refer to your Terms of Service for full details.

Rate discounts through the LITE-UP Texas Discount Program were reinstated by the Texas Legislature to provide discounts to qualified applicants during the summer months. To apply for eligibility directly with LIDA, please call 1-800-241-7011. Smart Prepaid Electric offers the benefits of this program as required by applicable rule.

Do Not Call List

Customers may add their name, address and telephone number to a state-sponsored electric no-call list. A customer that registers for inclusion on the electric no-call list can expect to stop receiving telemarketing calls on behalf of REPs within sixty (60) days. The customer must pay a fee not to exceed \$5.00 to register at the time of registration by credit card, check or money order, as appropriate. Registration may be accomplished via the United States Postal Service at Texas No Call, P.O. Box 313, E. Walpole, MA 02032; Internet at www.texasnocall.com, or telephonically at 1-866-896-6225. Registration of a telephone number on the electric no-call list expires after five (5) years. A registered customer may continue to receive calls from telemarketers other than REPs, and 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.

Report an Outage & Emergency Repairs

In case of an emergency or to report an outage, please contact your TDSP directly. See contact information below.

Customer Information & Privacy Rights

Smart Prepaid Electric will not release your proprietary customer information except as authorized under law. Smart Prepaid Electric will not provide or sell this information to any other entities without first obtaining your consent. In special circumstances the PUCT has authorized release of proprietary customer information to law enforcement agencies, energy assistance agencies, collection and credit reporting agencies, your TDSP, the registration agent, the Office of the Public Utility Counsel, the PUCT and agents, vendors, partners or affiliates of Smart Prepaid Electric engaged to perform services or functions on behalf of Smart Prepaid Electric.

Contact Information

For Billing or Service Inquiries:

Tara Energy, LLC d/b/a Smart Prepaid Electric, Certificate No. 10051, is a licensed retail electric provider. Any questions or inquiries regarding this Agreement may be directed to a Smart Prepaid Electric customer service representative at info@smartprepaidelectric.com, 713-881-8600 (or (877)-773-8099). We are available Monday-Friday 8:00 AM-7:00 PM CST Saturday 9:00 AM- 2:00 PM CST. Our internet address is www.smartprepaidelectric.com. Our fax number is 832-380-8228. Our mailing address is: 5251 Westheimer Rd. Suite 1000, Houston, TX 77056.

For Outages or Emergencies:

CenterPoint: 1-800-332-7143; **Oncor:** 1-888-313-4747; **Texas New Mexico Power:** 1-888-866-7456; **AEP Central:** 1-866-223-8508; **AEP North:** 1-866-223-8508

Public Utility Commission of Texas:

Customer Protection Division

P.O. Box 13326 Austin, Texas 78711-3326

(512) 936-7120 or in Texas (toll-free) 1-888-782-8477 - Fax (512) 936-7003 - TTY (512) 936-7136 and Relay Texas (toll-free) 1-800-735-2989

E-mail address: customer@puc.state.tx.us - Internet website address: www.puc.state.tx.us

SUS DERECHOS COMO CLIENTE

Este documento establece "Sus Derechos como Cliente" para la compra de energía eléctrica entre Tara Energy, LLC d/b/a Smart Prepaid Electric, No. de Certificado de Proveedor Minorista de Energía Eléctrica ("REP", sigla en inglés) 10051, ("Smart Prepaid Electric", "nosotros" y "nos") y usted, el cliente ("usted", "su" y "Cliente").

Cargos No Autorizados - Cargos en exceso (Cramming)

Usted tiene derecho a que únicamente se le cobre por los servicios que ha autorizado, así como el derecho a cuestionar cualquier cargo o cargos no autorizados. Antes de que Smart Prepaid Electric incluya un cargo en su factura por un producto o servicio específico, nosotros le informaremos acerca de ese producto o servicio, incluyendo todos los cargos asociados, y obtendremos su autorización para incluir esos cargos en su factura. Si usted considera que su factura incluye un cargo o cargos por un producto o servicio que usted no ha autorizado, por favor póngase en contacto con Smart Prepaid Electric al número de teléfono o a la dirección que se indican más adelante.

Lectura y Prueba del Medidor

Si usted cree que su medidor no está funcionando adecuadamente, por favor notifique a Smart Prepaid Electric y nosotros nos pondremos en contacto con el Proveedor de Servicio de Transmisión y Distribución ("TDSP", sigla en inglés) en su nombre, o póngase directamente en contacto con su TDSP para solicitar una prueba del medidor. Usted tiene derecho a que se compruebe el buen funcionamiento de su medidor de energía eléctrica de manera gratuita una vez cada cuatro años. Si usted solicita que se compruebe el buen funcionamiento de su medidor más de una vez cada cuatro años, y se determina que el medidor está funcionando adecuadamente, se le puede cobrar un recargo por la ejecución de la(s) prueba(s) adicional(es) del medidor, de conformidad con las tarifas de su TDSP. La prueba del medidor deberá realizarse durante las horas normales de trabajo del TDSP. Si usted desea estar presente para observar la prueba, entonces esta prueba será programada de tal manera que usted pueda asistir dentro de las horas normales de trabajo del TDSP. Luego de completar cualquier prueba del medidor que se hubiese solicitado, el TDSP le informará inmediatamente la fecha en la que se realizó la prueba, quién la llevó a cabo, los resultados de la misma, y (de ser aplicable) la fecha en que el medidor fue retirado. Si usted prefiere leer su propio medidor, por favor póngase en contacto con el TDSP en su área para recibir instrucciones sobre cómo leer su medidor.

Protecciones del Servicio

Smart Prepaid Electric no desconectará su servicio eléctrico ni terminará nuestro Contrato con usted a causa de: (i) mora en el pago por parte de un inquilino anterior; (ii) incumplimiento en el pago de cargos no relacionados con el servicio de energía eléctrica; (iii) incumplimiento en el pago por cualquier tipo de servicio de energía eléctrica diferente; (iv) incumplimiento en el pago de una sub-facturación, que no sea por robo del servicio, que se encuentre vencido por más de seis (6) meses; (v) incumplimiento en el pago de un cargo cuestionado hasta que se realice una determinación exacta; (vi) incumplimiento en el pago de una sub-facturación debido a una medición defectuosa, a menos que el medidor haya sido manipulado; o (vii) incumplimiento en el pago de facturas estimadas, tal como se haya solicitado, cuando la lectura real de datos del medidor no se encuentre disponibles. Además, Smart Prepaid Electric no desconectará su servicio ni terminará nuestro Contrato con usted durante una emergencia causada por condiciones climáticas extremas, o durante un feriado o fin de semana. Si usted está recibiendo asistencia para el suministro de energía, Smart Prepaid Electric no desconectará el servicio ni terminará su Contrato con usted debido a la falta de pago, siempre que Smart Prepaid Electric reciba una garantía, carta de intención, orden de compra, u otra notificación en el sentido de que un proveedor que brinda asistencia para el servicio de energía enviará el pago suficiente para permitir la continuidad del servicio. Adicionalmente, en caso de que la desconexión del servicio de energía eléctrica pudiese ser la causa para que alguna persona que vive en su residencia sufra una enfermedad grave, por favor póngase en contacto con Smart Prepaid Electric para solicitar ayuda. Refiérase a sus Términos del Servicio para obtener mayores detalles.

Reclamos y Desacuerdos del Cliente

Usted tiene derecho a contactarse con nuestros representantes del servicio para formular preguntas acerca de su servicio de energía eléctrica o sobre los cargos incluidos en su factura, para dar por terminado su servicio y llevar a cabo cualquier otro negocio relacionado con los servicios que nosotros le suministramos. Usted puede presentar un reclamo a Smart Prepaid Electric, ya sea personalmente o por medio de una carta, facsímile, correo electrónico o teléfono. Smart Prepaid Electric investigará enseguida dicho reclamo y le comunicará los resultados dentro de veintiún (21) días.

Usted tiene derecho a interponer un reclamo formal o informal ante la PUCT (y Smart Prepaid Electric no puede ni podrá limitar ese derecho). Mientras se encuentre pendiente cualquier reclamo ante la PUCT, Smart Prepaid Electric no iniciará actividades de cobro con relación a la porción de la factura que ha sido cuestionada. Usted estará obligado/a a pagar cualquier porción no cuestionada de la factura y Smart Prepaid Electric podrá proseguir con la desconexión del servicio por falta de pago de la porción no cuestionada, luego de enviar la notificación correspondiente. Si desea ponerse en contacto con la PUCT, al final de este documento encontrará la información de contacto de la PUCT.

Idioma

Usted tiene derecho a especificar si desea recibir los siguientes documentos e información ya sea en inglés o en español: declaración sobre "Sus Derechos como Cliente"; documentos relacionados con los Términos del Servicio; Etiqueta de Datos sobre Electricidad, notificaciones de facturas y notificaciones de terminación, información sobre la disponibilidad de nuevos servicios de energía eléctrica, programas de descuento, promociones; acceso al servicio al cliente, incluyendo el restablecimiento del servicio de energía eléctrica y respuestas a inquietudes acerca de la facturación.

Cambio No Autorizado del Servicio - "Slamming" (acción forzada o impuesta)

Usted tiene derecho a elegir su proveedor minorista de energía eléctrica. Cualquier cambio con respecto a su proveedor minorista de energía eléctrica podrá efectuarse únicamente con su permiso. Si usted cree que Smart Prepaid Electric o cualquier otra entidad ha cambiado su servicio de energía eléctrica hacia otro proveedor sin su permiso, por favor póngase en contacto con Smart Prepaid Electric para rectificar este problema. Smart Prepaid Electric no apoya la práctica del slamming (o acción forzada o impuesta) y cuenta con procedimientos adecuados para impedir esta práctica.

Desconexión y Terminación del Servicio

Usted no tiene derecho a recibir servicio de energía eléctrica sin efectuar pago alguno. Smart Prepaid Electric tiene derecho de desconectar su servicio y terminar nuestro Contrato con usted si usted no cumple con el pago del servicio que se le proporciona. Smart Prepaid Electric le proporcionará un aviso por medio de su método de comunicación previamente seleccionado en su hoja de aplicación un (1) día antes que su saldo caiga a aproximadamente \$10. Si no repone su saldo de su cuenta pre-pagada y su cuenta cae a \$10, su servicio será desconectado sin aviso adicional. Si usted tiene un plan de pago diferido y no cumple los términos de dicho plan, Smart Prepaid Electric le proporcionará un aviso de desconexión y/o terminación antes de desconectar su servicio y/o terminar nuestro Contrato con usted. Dicho aviso le informará las razones para la desconexión y/o terminación y las medidas preventivas que están disponibles y que deberían tomarse a fin de evitar la desconexión.

En caso de que su servicio haya sido desconectado por falta de pago o por cualquier otra razón, por favor póngase en contacto con Smart Prepaid Electric inmediatamente. Luego de la corrección satisfactoria de las razones que causaron la desconexión, lo cual incluye el pago de los recargos correspondientes a la desconexión y reconexión, Smart Prepaid Electric notificará al TDSP para que su servicio sea reconectado.

Programas de Pagos y Descuentos

Si usted se pone en contacto con Smart Prepaid Electric para indicar su incapacidad para pagar una factura, nosotros le informaremos acerca de todas las opciones de pago aplicables y de los programas de asistencia para efectuar pagos, tales como un plan de pago diferido o programas de asistencia para brindar energía eléctrica a personas de bajos ingresos. Adicionalmente, usted puede calificar para beneficiarse de los programas de ayuda financiera y asistencia en el servicio de energía eléctrica. Por favor refiérase a sus Términos del Servicio para obtener mayores detalles.

Los descuentos de las tasas a través del Programa de Descuento LITE-UP de Texas fueron reincorporados por la Legislación de Texas, a fin de proporcionar descuentos durante los meses de verano a solicitantes calificados. Con el fin de aplicar directamente con LIDA para ser considerado elegible, por favor llame al número 1-800-241-7011. Smart Prepaid Electric ofrece los beneficios de este programa tal como lo requiere la norma aplicable.

Lista de Registro para No-Recibir-Llamadas

Los clientes pueden añadir sus nombres, direcciones y números telefónicos a una lista del servicio de energía eléctrica auspiciada por el Estado para no -recibir-llamadas. Un cliente que se ha registrado para que le incluyan en la lista del servicio de energía eléctrica para no-recibir-llamadas puede esperar que dentro de un plazo de sesenta (60) días ya no reciba llamadas de tele marketing a nombre de REPs. El cliente deberá pagar un recargo que no excederá de \$5.00, para registrarse al momento de la inscripción por medio de una tarjeta de crédito, cheque o giro postal, según sea el caso. Dicho registro lo puede realizar a través de la opción de No-Recibir-Llamadas del Servicio Postal de los Estados Unidos en Texas, P.O. Box 313, E. Walpole, MA 02032; vía Internet a www.texasnocall.com, o telefónicamente llamando al número 1-866-896-6225. El registro de un número telefónico en la lista del servicio de energía eléctrica para no-recibir-llamadas expira después de cinco (5) años. Un cliente registrado puede continuar recibiendo llamadas de tele vendedores que no sean REPs; en tal caso el cliente podrá, como una alternativa o adicionalmente, registrarse en la lista de Texas para no-recibir-llamadas, cuyo objetivo es limitar las llamadas de tele marketing relacionadas con productos y servicios para el consumidor en general, incluyendo aquellas del servicio de energía eléctrica.

Reporte sobre Interrupción del Servicio y Reparaciones de Emergencia

En caso de existir alguna emergencia o para reportar alguna interrupción del servicio, por favor póngase en contacto directamente con su TDSP. Más adelante encontrará la información de contacto.

Información del Cliente y Derechos de Privacidad

Smart Prepaid Electric no revelará su información patentada de cliente excepto según sea autorizado de acuerdo con la Ley. Smart Prepaid Electric no proporcionará o venderá esta información a otras entidades sin haber primero obtenido su consentimiento. En circunstancias especiales la PUCT ha autorizado la revelación de la información patentada del cliente a agencias encargadas de hacer cumplir la ley, agencias de asistencia de energía eléctrica, agencias de cobro e informes de crédito, su TDSP, el agente de registro, la Oficina del Consejo de Servicios Públicos, la PUCT y agentes, vendedores, socios o afiliados de Smart Prepaid Electric dedicados a realizar servicios o funciones en nombre de Smart Prepaid Electric.

Información de Contacto**Para Preguntas sobre Facturación o Servicio:**

Tara Energy, LLC d/b/a Smart Prepaid Electric, Certificado No. 10051, es un proveedor minorista autorizado de energía eléctrica. Cualquier pregunta o inquietud relacionada con este Contrato la puede dirigir a un representante del servicio al cliente de Smart Prepaid Electric, escribiendo a info@smartprepaidelectric.com, o llamando al teléfono 713-881-8600 (o al (877)-773-8099). Estamos disponibles de Lunes-Viernes 8:00 AM-7:00 PM CST Sábado 9:00 AM- 2:00 PM CST. Nuestra dirección de Internet es www.smartprepaidelectric.com. Nuestro número de fax es 832-380-8228. Nuestra dirección postal es: 5251 Westheimer Rd. Suite 1000, Houston, TX 77056.

Para Interrupciones de Servicio o Emergencias:

CenterPoint: 1-800-332-7143; **Oncor:** 1-888-313-4747; **Texas New Mexico Power:** 1-888-866-7456; **AEP Central:** 1-866-223-8508; **AEP North:** 1-866-223-8508

Comisión de Servicios Públicos de Texas:

Customer Protection Division (División de Protección al Cliente)

P.O. Box 13326 Austin, Texas 78711-3326

(512) 936-7120 o en Texas (llamada gratuita) 1-888-782-8477 - Fax (512) 936-7003 - TTY (512) 936-7136 y Relay Texas (llamada gratuita) 1-800-735-2989

Dirección de Correo electrónico: customer@puc.state.tx.us - Dirección del sitio web en Internet: www.puc.state.tx.us

TERMS OF SERVICE Pre-Paid Variable Price Product

This document ("Agreement") sets out the Terms of Service for the purchase of electricity between Tara Energy, LLC d/b/a Smart Prepaid Electric ("Smart Prepaid Electric", "we" and "us") and you, the customer ("you", "your" and "Customer"). Customer and Smart Prepaid Electric may be referred to individually as a "Party" or collectively as "Parties" herein. Your electricity requirements at the service location or ESI ID designated by you on your Enrollment or Renewal Form will be served under this Agreement. This Agreement shall not be applicable to Customers who have a time of use meter.

Smart Prepaid Electric is your Retail Electric Provider ("REP"). Smart Prepaid Electric sets the charges you pay for retail electric service. The electricity that Smart Prepaid Electric sells to you must be transported to your service location over transmission and distribution systems which will continue to be regulated by the Public Utility Commission of Texas ("PUC") and owned by a Transmission and Distribution Service Provider ("TDSP"). The PUC reviews and approves the rates that the TDSP can charge to transport and distribute electricity to your service location. These charges are passed on by Smart Prepaid Electric to you, the Customer, along with certain charges and fees assessed by the Electric Reliability Council of Texas ("ERCOT").

Types of Products

We provide electricity under three different product types: fixed rate, indexed and variable price. Your EFL specifies the product type and the term that applies to your contract. Please note that only those parts of this "Product Types" section that describe your specific product type will apply to your contract.

Fixed Rate Products. Fixed Rate Products have a contract term of at least three months. Provided that your peak demand does not exceed fifty (50) kW during the term of this Agreement, the price of a fixed rate product may only change during a contract term to reflect actual changes in TDSP charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to loads, or changes resulting from federal, state or local laws that impose new or modified fees or costs on us that are beyond our control. Price changes resulting from these limited circumstances do not require us to provide you with advance notice, however, each bill issued for your remaining contract term will notify you that a price change has been made.

Term Indexed Products. Term indexed products have a contract term of at least three months and a price that changes according to a pre-defined pricing formula that is based on publicly available indices or information. The price for term indexed products may also change without advance notice to reflect actual changes in TDSP charges; changes to the ERCOT 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 on us that are beyond our control.

Month-to-Month Indexed Products. Month-to-Month indexed products have a contract term of thirty-one (31) days or less and a price that changes according to a pre-defined pricing formula that is based on publicly available indices or information. The price for month-to-month indexed products may also change without advance notice to reflect actual changes in TDSP charges, changes to the ERCOT 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 on us that are beyond our control.

Variable Price Products. The price of a variable product can change, without notice to you, after your first billing cycle at the sole discretion of Smart Prepaid Electric. Variable price products have a contract term of thirty-one (31) days or less and a price that varies according to the method disclosed on your EFL.

Length of Service

Your service under this Agreement will begin on your next meter reading date according to applicable rules. In the event that your TDSP is unable to perform the switch as scheduled, you will continue to receive electricity service from your current provider and will not receive a bill from Smart Prepaid Electric until the actual switch occurs. This date will appear on your first bill. Your initial length of service is indicated on your Enrollment or Renewal Form and/or in the EFL.

Right to Rescission

If you are switching to Smart Prepaid Electric from a different REP, you may rescind this Agreement without penalty at any time before midnight of the third federal business day after receiving this Agreement. PUC rules permit Smart Prepaid Electric to assume that you will receive this Agreement three (3) federal business days after we mail it to you. You may call us or write to us to rescind this Agreement at 713-881-8600 or toll-free (877)-773-8099 and 5251 Westheimer Rd. Suite 1000, Houston, TX 77056.

Right to Cancel

Smart Prepaid Electric may cancel your Agreement if you do not pay your bills in full and on time. We may also cancel this Agreement if we are no longer a REP in your areas or for any other lawful reason, including in response to changing market conditions. Smart Prepaid Electric will provide you with written notice at least fourteen (14) days prior to cancellation. You may cancel this Agreement at any time without penalty. In the event of cancellation, (i) you will have to contact another REP directly to have your electric service reconnected and (ii) all amounts owed by you to Smart Prepaid Electric shall become immediately due and payable.

Billing & Payment

Following the switch to Smart Prepaid Electric from your current provider, you will also be able to access your current account balance, current electricity rate, and estimated amount of remaining prepaid electricity by logging onto your Smart Prepaid Electric account, or by automated phone by calling (877) 773-3133.

You may make payments by credit card by phone. You may also make payments at any MoneyGram or ACE Cash Express location. You may also mail either a money order or cashier's check to 5251 Westheimer Rd. Suite 1000, Houston, TX 77056 ATTN: Accounts Receivable. If you choose to mail a payment, you must allow sufficient time for mailing and processing before your pre-payment balance drops to \$10. Smart Prepaid Electric shall not be responsible for any delay in processing manual payments (including money orders or cashier's checks). Upon Smart Prepaid Electric's receipt of your payment, we will provide you a written confirmation of such payment via your chosen method of communication as specified in your Enrollment Form.

Communication of Information

Smart Prepaid Electric will use either an email address or a text-message to provide you with any required or important information such as low balance alerts, payment confirmations and other important account activities or required contract notices. It is your responsibility to take all actions necessary to establish, maintain and update your email address and/or text-message contact number because failure to do so could result in disconnection of your electric service.

Summary of Usage and Payment (SUP) You may request a Summary of Usage and Payment ("SUP") which when requested will be provided by email. You have access to the SUP via our website at www.smartprepaidelectric.com. You may also request a SUP be sent via US Mail. If you request the SUP by mail, you will be charged a fee of \$2.95

Additional Charges & Fees

Smart Prepaid Electric will charge 1) a \$25.00 returned payment fee, 2) \$2.95 payment processing fee for any payments applied to your account and 3) a \$2.95 SUP mail delivery fee. Such fees are in addition to any disconnect/reconnect fees that may be assessed by your TDSP.

Acceptance by us of any partial payment from you will not relieve you of your obligation to pay the full amount owed. You will be responsible for any non-recurring fees assessed by the TDSP and/or Smart Prepaid Electric associated with requests for move-in or switch, self selected switches, disconnection and reconnection fees, previous billing errors, meter tampering or meter read errors, or other errors or omissions.

Rate discounts through the LITE-UP Texas Discount Program were reinstated by the Texas Legislature to provide discounts to eligible customers during the summer months. To apply for eligibility directly with the program administrator, LIDA, please call 1-800-241-7011. Smart Prepaid Electric offers the benefits of this program as required by applicable rule. Additionally, if you need help paying your bill, you may qualify for additional low-income energy assistance programs in your community.

Smart Prepaid Electric offers each Customer the opportunity to voluntarily contribute to a bill payment assistance program for qualified residential Customers. You may find more information about Smart Prepaid Electric's bill payment assistance program by calling our customer service department.

Additional information regarding any of the aforementioned programs may be obtained by contacting a Smart Prepaid Electric customer service representative at 713-881-8600 (or (877)-773-8099).

Default & Disconnection of Service for Nonpayment

If you fail to remit payment as specified above in Billing and Payment, Smart Prepaid Electric may order the TDSP to disconnect electric service to the premise(s) served under this Agreement. Smart Prepaid Electric will provide you with warning notices via email, and/or text message as indicated on your Enrollment Form, at least one (1) day prior to your balance dropping to \$10. If you fail to replenish the balance on your pre-paid account and your account drops to or below \$10, your service will be disconnected without additional notice.

Even if you are disconnected for nonpayment, you remain liable to Smart Prepaid Electric for all billed amounts and any charges associated with disconnection of service for nonpayment and reconnection. We reserve the right to pursue all legal remedies available to us to collect any amounts lawfully owed. In the event you fail to pay your bill in accordance with this Agreement, you agree to pay reasonable collection costs and expenses (including attorney's fees and third party collection fees) we incur as a result of our attempt to collect any amounts you owe.

In the event that you have more than one agreement with Smart Prepaid Electric for service to ESI IDs not receiving service under this Agreement, any failure to pay under another agreement with Smart Prepaid Electric will constitute a default under this Agreement and shall give Smart Prepaid Electric the right to terminate this Agreement and seek any other remedy available to Smart Prepaid Electric at law or in equity.

Deferred Payment Plans

Smart Prepaid must offer you upon request a deferred payment plan if your prepaid account balance goes below negative \$50 during an extreme weather emergency, if a state of disaster is declared by the Governor or if you have been underbilled. If a deferred payment plan is established, it will be confirmed in writing by Smart Prepaid Electric. Smart Prepaid Electric may place a switch hold on your account during the term of deferred payment plan until all amounts under the plan are paid. If you fail to adhere to the plan, your service may be disconnected as per normal disconnection procedures. If a switch hold is in effect, you will need to remit payment to regain electric service and you may not obtain service from another provider until all amounts under the plan are paid.

Changes in Laws or Regulations

In the event that there is a Change in Law (as defined below), Smart Prepaid Electric reserves the right to modify this Terms of Service. Smart Prepaid Electric will provide you with fourteen (14) calendar days' advance written notice of any modification. The modifications will become effective on the date stated in the notice unless you cancel your Agreement in writing. You may cancel your Agreement without penalty no later than the effective date of the modification. Notice is not required for a modification that benefits you. Change in Law means any change in federal, state or local law or any legislative or regulatory action that imposes new or modified fees or costs on Smart Prepaid Electric that are beyond Smart Prepaid Electric's control.

Dispute Procedures

If you have any questions, concerns, complaints or a dispute regarding your Smart Prepaid Electric service or this Agreement, please call our Customer Service number at 713-881-8600 or toll-free (877)-773-8099. See "Your Rights as a Customer" for further information on customer disputes. Any communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the attention of the "Legal Department" at Tara Energy, LLC d/b/a Smart Prepaid Electric 5251 Westheimer Rd. Suite 1000, Houston, TX 77056. Any dispute with respect to a bill is deemed to be waived unless Smart Prepaid Electric is notified in writing within sixty (60) days of the bill date.

Critical Care and Chronic Condition Residential Customers

Smart Prepaid Electric is not able to provide prepaid electricity service to customers that are qualified or qualify as critical care or chronic condition. A critical care customer is a residential customer who has a person permanently residing in his or her home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life. A chronic condition customer is a residential customer who has a person permanently residing in his or her 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. To apply, your physician must execute and deliver the required forms to your respective TDSP (utility). You may request the forms(s) by calling 1.877-773-8099, the Public Utility Commission or your TDSP utility. If you provide information to Smart Prepaid Electric that you have become critical care or chronic condition, Smart Prepaid Electric will work with you to transition you to another product or provider in a manner that avoids a service disruption. This designation does not relieve you of any obligations under this Agreement, including your obligation to pay any account balance associated with this contract.

Discrimination

Smart Prepaid Electric cannot deny service or require a prepayment or deposit for service based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of customer in an economically-distressed geographic area or qualification for low-income or energy efficiency services. Further, Smart Prepaid Electric cannot use a credit score, credit history, or utility payment data as the basis for determining the price for residential electric service for a product with a term of 12 months or less.

Customer Warranties

Customer warrants and represents that: (i) Customer is the owner or lessee of record for all ESI ID locations to be served hereunder and Customer has the authority to enter into this Agreement for service to each of these ESI IDs; (ii) any and all of the data given, and representations made, concerning electric service to its ESI IDs are true and correct to the best of Customer's knowledge; and (iii) Customer shall consume and not resell any power purchased hereunder with the exception of power consumed by Customer's tenants or lessees.

WARRANTY

CUSTOMER ACKNOWLEDGES AND AGREES THAT SMART PREPAID ELECTRIC DOES NOT PRODUCE, TRANSMIT OR DISTRIBUTE POWER AND, AS A RESULT, SMART PREPAID ELECTRIC CANNOT WARRANT, AND DOES NOT WARRANT IN ANY MANNER, THE ELECTRICITY PROVIDED. NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, SHALL APPLY TO SMART PREPAID ELECTRIC'S PERFORMANCE OF ITS OBLIGATIONS IN THIS AGREEMENT AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND CUSTOMER HEREBY WAIVES ALL SUCH WARRANTIES. SMART PREPAID ELECTRIC MAKES NO REPRESENTATION AS TO THE SUFFICIENCY, QUALITY OR CONTINUATION OF THE SERVICES PROVIDED HEREIN.

LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST SMART PREPAID ELECTRIC WILL BE LIMITED TO DIRECT ACTUAL DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU WAIVE ANY RIGHT TO ANY OTHER REMEDY. IN NO EVENT WILL EITHER SMART PREPAID ELECTRIC OR YOU BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES.

Force Majeure Event

If an event occurs which makes it impossible for Smart Prepaid Electric to perform under this Agreement (a "Force Majeure Event"), including but not limited to (i) a failure of any wholesale supplier and/or TDSP to perform any contract with Smart Prepaid Electric, (ii) force majeure or similar event as declared by our wholesale supplier(s) and/or the TDSP(s), (iii) act of God, (iv) extraordinary weather occurrence, (v) fire or explosion, (vi) any governmental action, prohibition or regulation, or (vii) war, civil disturbance or other national emergency, our performance under this Agreement shall be excused for the duration of such event. Smart Prepaid Electric shall promptly notify Customer of the Force Majeure Event, any resulting contingency, and the contemplated effect thereof on the provision of service. Upon elimination or cessation of the Force Majeure Event and any contingency, the obligations herein of Smart Prepaid Electric to provide service to Customer shall be reinstated. Smart Prepaid Electric reserves the right to terminate this Agreement should the event or the need for contingency not be eliminated within forty-five (45) days after the occurrence.

Assignment

You may not assign or transfer this Agreement, in whole or in part, or any of your rights or obligations hereunder without the prior written consent of Smart Prepaid Electric, which shall not be unreasonably withheld. Smart Prepaid Electric may assign this Agreement, in whole or in part, without your consent.

Miscellaneous

This Agreement shall be governed by and construed, enforced, and performed in accordance with the laws of the State of Texas and shall supersede any previous promises, understandings and agreements. The provisions of the Uniform Commercial Code ("UCC") shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC.

<http://tlo2.tlc.state.tx.us/statutes/docs/BC/content/htm/bc.001.00.000002.00.htm#2.105.00>. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, Customer and Smart Prepaid Electric agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If such provision cannot be modified in a manner that would make it valid, legal and enforceable, such provisions shall be severed from the Agreement, and all other provisions hereof shall remain in full force and effect. In the event there is a conflict between the Your Rights as a Customer document and these Terms of Service, these Terms of Service shall prevail.

Entirety of Agreement

It is the intention of the Parties that the Agreement shall contain all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the electricity, and supersedes, any and all prior such agreements between the Parties hereto, whether written or oral, as to the provision of electric service to any of Customer's ESI IDs. Both Parties have agreed to the wording of the Agreement and any ambiguities therein shall not be interpreted to the detriment of either Party merely by the fact that such Party is the author of the Agreement. The Agreement may not be modified or amended except in writing, duly executed by both Smart Prepaid Electric and Customer.

Contact Information

Tara Energy, LLC d/b/a Smart Prepaid Electric, Certificate No. 10051, is a licensed retail electric provider. Any questions or inquiries regarding this Agreement may be directed to a Smart Prepaid Electric customer service representative at info@smartprepaidelectric.com, 713-881-8600 or ((877)-773-8099). We are available Monday-Friday 8:00 AM-7:00 PM CST Saturday 9:00 AM- 2:00 PM CST. Our internet address is www.smartprepaidelectric.com. Our fax number is 832-380-8228. Our mailing address is: Tara Energy, LLC d/b/a Smart Prepaid Electric 5251 Westheimer Rd. Suite 1000, Houston, TX 77056.

In case of an emergency or to report an outage, please contact your electric utility (Transmission and Distribution Service Provider - TDSP) directly. CenterPoint: 1-800-332-7143; Oncor: 1-888-313-4747; Texas New Mexico Power: 1-888-866-7456; AEP Central: 1-866-223-8508; AEP North: 1-866-223-8508