

**Frontier Utilities, LLC** REP CERT #10169

Texas Residential Terms of Service (TOS)  
**Effective Date:** May 13, 2024 Version:  
 TOS\_FRONTU\_20240513\_EN

\*Unless explicitly stated in each section, this document applies to both Postpaid and Prepaid plans.

**Welcome to Frontier Utilities**

Thank you for choosing Frontier Utilities, LLC as your Retail Electric Provider ("REP"). This document explains the terms and conditions of your agreement to purchase electricity from us (the "Agreement"). Your Agreement consists of the Terms of Service, Your Rights as a Customer (YRAC), and your Electricity Facts Label (EFL). As your REP, we will arrange for the delivery of electricity from your Transmission and Distribution Utility ("TDU"), the company whose poles and wires bring power to your home or business. You may view a complete list of the Public Utility Commission of Texas ("PUC")'s rules at <http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/Electric.aspx>.

**Important Contact Details**

**REP Name:** Frontier Utilities, LLC

**Business Name:** Frontier Utilities

**PUC Certificate No:** 10169

**Mailing address:** 601 Travis Street, Suite 1400, Houston, TX 77002

**Phone:** 866-926-8192

**Fax:** 866-926-8193

**Internet address:** <http://www.frontierutilities.com>

**Email:** [care@frontierutilities.com](mailto:care@frontierutilities.com)

**Customer service hours:** 7am–6pm CT, Monday-Friday **Payment**

**Center:** 7am–6pm CT, Monday-Friday

8am–5pm CT, Saturday

**24 Hour Service Outage Reporting:**

CENTERPOINT ENERGY: (800) 322 7143

TEXAS NEW MEXICO POWER: (888) 866 7456

ONCOR ELECTRIC DELIVERY (formerly Sharyland):  
 (800) 545 4513

AEP TEXAS NORTH and AEP TEXAS CENTRAL: (866)  
 223 8508

LUBBOCK POWER & LIGHT: (806) 775 2509

**What if I need a copy of my Contract in Spanish?****¿Qué hago si necesito una copia de mi Contrato en español?**

Your TOSA, EFL and YRAC are available in Spanish by contacting us. Usted puede obtener los documentos de su Contrato (TOSA, EFL y YRAC) en español comunicándose con nosotros.

**Right of Rescission:** If you are switching service from another REP to us, you may cancel this agreement without penalty or fee

within the first 3 federal business days after you receive this Agreement by these methods:

1. Call us at 1-866-926-8192
  2. Write us—601 Travis Street, Suite 1400, Houston, TX 77002; 3. Send us a fax at 1-866-926-8193; or,
  4. Send us an e-mail at [care@frontierutilities.com](mailto:care@frontierutilities.com) no later than midnight of the 3rd federal business day.
- Please include:

- a. Your name and service address,
- b. Your Frontier Utilities account number or Electric Service Identifier ("ESI"); and
- c. A statement that you are cancelling your Agreement under this 3-day rescission right.

The right of rescission is not applicable to an applicant requesting a move-in.

**Supply of electricity:** We agree to sell electricity to you at your premise(s) and you agree to purchase electricity from us on the terms and conditions as set out in this agreement. For prepaid customers, the quantity of electricity supplied by us to you will be the amount you purchase prior to usage.

**Commencement of agreement:** The Commencement date of this agreement is the date that you accept our offer to supply you with electricity. If you are currently supplied by another REP, then by entering this agreement you have given your consent to transfer to us. You will continue to be supplied by that REP until the transfer to us is complete.

**Commencement of service:** Your service under this Agreement will begin on the next meter read date set by your TDU (unless we both agree otherwise). If you are currently receiving service from another REP, we do not charge a switch fee. However, we will bill you for any charges to implement your electricity service imposed by your TDU which may include, but are not limited to, a service connection fee, reconnection fee, meter test fee, an out-of-cycle or similar special meter read fee or priority fees if any of these services are performed on an expedited basis. We will not be liable for, nor are we able to commit to, an exact date for the commencement of service with us.

**Acceptance of you as a customer:** These Terms of Service are conditioned on our acceptance of you as our customer. You will purchase electricity for the ESI ID and service address you have identified and in accordance with the terms and conditions in this Agreement. Following completion of an enrollment with us, you may be required to complete a Verification Call before your request for service can be processed. In the event you fail to provide any additional information required to process your enrollment within ten (10) days of such request, we reserve the right to refuse to honor the terms of this Agreement. We may refuse to provide electric service under one or more of the provisions set forth under PUCT Substantive Rules §25.477. If denied service under one of these provisions, you will be notified. In the



event that there is a change in the terms of this agreement between the time you enroll for service and the time that your enrollment is actually processed by us, we reserve the right to deny service under these Terms of Service.

**Communication:** Frontier Utilities provides a number of ways to stay in touch with you as a customer. The communication types include, but are not limited to, recorded or live calls to a telephone, mail, electronic communication via email, and/or texting to your cell phone. These various forms of communication are provided to keep you up to date on the status of your account.

You have the ability to check the status of your account, see how much power you have left, find a payment location, and make a payment 24/7 online by establishing and logging into your account at <https://portal.frontierutilities.com/MyAccount>. You can also call during the customer service hours referenced above to speak with a Customer Care representative at 1-866-926-8192, or text "BALANCE" to 67463. You can also text "DOCUMENTS" to 67463 to receive links to all documents associated with your plan. You may incur fees for text from your telecommunications provider for these communications.

You agree to keep your phone number(s) and email information up to date in the Frontier Utilities system so that Frontier Utilities is able to communicate effectively with you. We will not charge you for communicating via email or text message but the standard carrier/ISP rates apply and are your sole responsibility. Frontier Utilities may send opt-in texts to your mobile phone. Once you opt-in to receive texts, Frontier Utilities may send you periodic texts for purposes including, but not limited to, account status, outages, emergencies, marketing and promotions.

Account information notifications are not subject to the Do Not Call/Do Not Contact rules.

Frontier Utilities offers the option to enroll in paperless billing, where your invoices will be emailed to an address kept on file. If you choose to enroll in paperless billing, you will only receive invoices via email. Other notices, such as but not limited to disconnection notices, renewal offers, marketing, and promotions may still be mailed to your postal address. To enroll in this option, call a Customer Service Representative at 1-866-926-8192. This option is not available for customers on prepaid plans. Some Frontier Utilities plans may require at time of enrollment that you authorize us to issue bills, notices and other written communications to you electronically. If you do not consent to paperless communications at enrollment for such plans, we will not complete the enrollment.

**Fees:** In addition to the rate per kilowatt hour (kWh), Frontier Utilities may charge the following fees:

- \$30 - returned payments due to lack of funds or inaccurate account information
- \$25 disconnection notice charge
- \$30 disconnection charge

- \$30 reconnection charge
- \$5 for customer care calls
- \$5 for collection calls
- \$5 payment assistance fee for processing of payments via a live agent
- \$20 for mailing any additional paper copies of documents, excluding invoices
- \$20 one-time account maintenance fee for updating the communication preference on your account if you fail to maintain a valid email address on file or request to remove paperless communication from your account, while on a paperless product
- Any fees passed through from TDU; including, but not limited to: move-in, holiday connection, off-cycle switch, etc.

We may also charge other fees assessed to Frontier Utilities by third parties that are incurred to service your account. This includes but is not limited to your TDU, the Electricity Reliability Council of Texas ("ERCOT") or the PUCT. Frontier Utilities does not charge a fee when accessing self-help options such as the Frontier Utilities website, a walk-up payment location or the automated options on the customer support line.

**TDU Delivery Charges:** TDU Delivery Charges include monthly recurring charges that are passed through to you without mark up or may be bundled with your Energy Charge or Base Charge, depending on your plan. TDU non recurring fees include those arising from a move in or switch, such as self selected meter reads; service connection, disconnection, or reconnection fees; and fees such as meter tampering charges. Specific TDU charges will vary depending on the TDU providing your service; please reference your EFL to determine if your product or plan includes or excludes these TDU Delivery Charges from your monthly bills, and whether or not these charges are present in the average price calculation for your selected or active plan. Some locations may be subject to a TDU special charge or charges, such as "Underground Facilities and Cost Recovery" charge, these special charges can be authorized by you, towns, or cities. Such charges are not included in the total average price shown on EFLs or other documentation because the TDU service area is larger, in most cases, than the locally authorized charges. Locally authorized charges may affect only a few zip codes in a TDU territory. Frontier Utilities' EFL documents will reflect the overall TDU service area standard charges for pricing calculations, while local charges will not be reflected in the EFL document.

For more information and details on these special charges, see the agreement applicable to such charges that you receive when you sign up for them or see your TDU service tariff for a listing of locations, towns, and/or



cities and authorized charges. Frontier Utilities has no control over these special authorized charges and will pass through any such charges in effect for your account based on your specific service location or your agreement with the TDU, until the special authorization has completed, expired or is otherwise removed. You agree that you are solely responsible for paying these TDU special authorized charges.

**Other Charges and Fees:** You may be required to pay nonrecurring fees (e.g. service connection fee, meter test fee or special meter reading fee, move-in fee or switch fee) specified by the TDU, or by Frontier as defined in this document. All nonrecurring fees may appear as a separate line item on your invoice. You agree to pay such adjustments and nonrecurring fees as shown on the Invoice. In the event that the

PUCT permits any changes in fees charged by the TDU, or if ERCOT permits any changes, increases, or adds new fees, we reserve the right to adjust the price per kWh accordingly with or without advance notice. The rates charged by each TDU are available at any time by calling us at our customer service number or viewing our website at [www.frontierutilities.com/Resources/TDSP-Charges](http://www.frontierutilities.com/Resources/TDSP-Charges). You must pay all applicable federal, state and local taxes and charges. These taxes and charges will be identified on your bill.

### For Postpaid Plans

**Credit Checks & Deposits:** We may use credit reporting agencies to document and evaluate your credit and/or payment history. If you do not meet our credit standards or cannot demonstrate satisfactory credit as defined in PUCT Substantive Rules §25.478 of the PUCT rules, we may require a deposit from you. If a deposit is required, the amount shall not exceed the greater of either the sum of your estimated billings for the next two months or one-fifth of your estimated annual billing. We will apply any cash deposit held on your behalf plus any accrued interest (calculated at the PUCT-approved rate) to the outstanding balance on your final bill, or to your current balance when you have paid bills for twelve (12) consecutive months without having any late payments. Frontier Utilities may require an additional deposit from you once you are an existing customer if a disconnection notice has been issued in the previous twelve (12) months, and/or if your average actual billings over the previous twelve (12) months are at least twice the amount of the originally estimated annual billings. Your service may be disconnected if a deposit is not paid within ten (10) calendar days of the date of the request for deposit.

You may demonstrate satisfactory credit as defined in PUC Substantive Rule 25.478 and qualify for deposit waiver by showing that you are 65 years of age or older and not currently delinquent in paying an electric account, by submitting a prescribed letter certifying that you have been a victim of family

violence, or by demonstrating that you are medically indigent. Please call us for more information about deposit requirements and establishment of satisfactory credit.

**Term of Agreement & Termination:** The minimum time period this Agreement will be in effect (“Term”) is shown on the EFL. This agreement shall be effective on the date of your enrollment with Frontier Utilities until the Term on your EFL has elapsed. Your obligation to pay Frontier Utilities shall survive the termination or cancellation of this Agreement and you are responsible for consumption up to the date that the termination of this or subsequent Agreement(s) becomes effective. Please provide us with written or verbal notice of your intent to terminate this Agreement and your forwarding address, if applicable. Early termination fees may apply as per the EFL. Termination fees do not apply if you move to a new premise during the contract period and proper documentation of such move is submitted in writing. In such instance, customer may be responsible for all usage and fees until Frontier Utilities receives the required documentation of move.

**Electricity Plans:** The PUCT requires classification of your electricity plan into categories – variable price and fixed rate. To find out what specific type of electricity plan you have, check your EFL. Please note that only the parts of this section that describe your specific product type will apply to your Contract.

**Variable Price Plans:** Variable price plans are month to month contracts with a term of 31 days or less for which the price may vary as disclosed on the EFL and at the sole discretion of Frontier Utilities based on a variety of factors, and is not solely driven by current and future market prices or risks. The variable price can change without prior notice to you unless required by law. In some cases, the variable price may vary significantly from the rate during the initial term of this Agreement. The following are some, but not all, of the material factors that can influence Frontier Utilities’ determination of the initial variable price and any subsequent changes to the variable price: (i) the current and future expected prices for wholesale electric supply (including an analysis of the supply and demand factors affecting these prices, if desired) and Frontier Utilities’ desired risk premiums on any pricing; (ii) Frontier Utilities’ supply position in the market and its comfort level with respect to those positions; (iii) Frontier Utilities’ expected gross margin, target gross and profit margins, and desired revenues; (iv) Frontier Utilities’ customer counts and attrition; and/or (v) the prices charged by competitors in your market.

You may terminate a variable price plans at any time without being charged a termination fee or penalty. The price may also change to reflect actual changes in TDU charges for the delivery of your electricity, changes to the ERCOT or Texas Regional Entity (TRE) administrative



fees, or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on Frontier Utilities that are beyond Frontier Utilities' control. Except for term length, we can make changes to provisions of your variable contract at any time with 14 days' advance written notice. If you do not cancel your Agreement within that 14 day period, the change will become effective on the date stated in your notice. Notice is not required for a change that benefits you.

**Fixed Rate Plans:** We charge you for electricity provided on a per kilowatt hour ("kWh") basis as per the EFL for your plan. Your EFL will disclose if this rate includes all recurring TDU charges for the delivery of electricity and other related fees allowed to be charged by the PUCT or ERCOT, or if they are passed through directly to you as a line item on the invoice without markup. Your price may increase if ERCOT or the TDU increases its charges for the delivery of your electricity. Charges resulting from federal, state, or local laws or regulatory actions that impose new or modified fees or cost are outside of our control. This price does not include taxes or non-recurring fees.

**Contract Expiration Notice:** During the last third of your contract term on a fixed rate term product, three contract expiration notices will be sent to you. For contract terms of more than four months, the final contract expiration notice will be sent to you at least thirty (30) days prior to your contract end date. For contract terms of four months or less, the final contract expiration notice will be sent to you at least fifteen (15) days prior to your contract end date. If you do not select another retail electric product before your contract end date, you will continue to be served by Frontier Utilities automatically on a default renewal product, which will be a month-to-month variable price product as defined herein and as further detailed in the EFL that will be included with the final contract expiration notice. You may cancel the default renewal variable price product at any time without penalty.

**Billing:** We will send you a bill every month for your electricity. The monthly bill will be due and payable in full no sooner than sixteen (16) calendar days of the date of the bill. You agree to pay the Amount Due shown on the invoice from us in a timely manner in accordance with these Terms of Service.

If payment is not received by the due date on the bill, a onetime 5% late fee will be applied to the balance as defined in PUCT Substantive Rules §25.480 of the PUCT rules. Acceptance by us of any partial payment from you will not relieve you of your obligation to pay the full amount owed. We reserve the right to have included on your monthly bills any charges or credits necessary to correct any billing errors. If any such charge causes a problem for you, please call us. We reserve the right to pursue all legal methods to collect any amounts lawfully owed. In the event that you fail to pay your bill in accordance with this Agreement, you agree to pay

reasonable collection costs and expenses (including attorney's fees) we incur as a result of our attempt to collect any amounts you owe. We will make reasonable efforts to return any unclaimed credits if a credit balance exists on your account after payment of your final bill. You will be charged a fee for payments returned or dishonored.

If you have any questions or a dispute regarding the charges on your bill or payments with respect to your account, please call us at 1-866-926-8192. If we are unable to respond to your question or dispute, we will investigate the matter promptly and report our findings to you. You will not be required to pay the disputed portion of your charges while we investigate. If you are not satisfied with our response you may contact the PUCT. For more information on your rights in the event you have a dispute with your bill or information on how to contact the PUCT, please see the contact information below.

**Estimated meter readings:** We may be required to use estimated meter readings to generate bills in the event that an error or omission in the monthly meter reading exists. If your bill is based on an estimated meter reading, it will be noted on our bill. Estimated charges will be reconciled once we receive your actual usage.

**Collection agencies:** When a balance has been due for over thirty (30) days, we may report the past due amount to a third party agency, for purposes of collecting the past due amount. If you dispute any balance due, you must notify us immediately, in writing, of the disputed balance. Such writing shall include, but not be limited to:

- i. the account information of the account in dispute;
- ii. be signed by an authorized person;
- iii. the amount of the dispute; and
- iv. the nature of the dispute.

If a reported amount is disputed by you, the customer, in accordance with the Fair Credit Billing Act (15 U.S.C.A. SEC 1666a(b)) - <https://www.ftc.gov/sites/default/files/fcb.pdf> and 12

C.F.R. SEC 226.13(d)(2) - <http://www.fdic.gov/regulations/laws/rules/6500-1500.html#fdic6500226.13>, we will report the amount as disputed to the third party agency. We agree to work amicably and quickly to resolve any disputes regarding past due balances.

#### **Budget Billing Program:**

Frontier Utilities offers a budget billing program (the "Program") that allows qualified customers to pay a levelized budget bill amount each month subject to the following terms. To qualify for the Program, you cannot currently be delinquent in payments to Frontier Utilities. The initial budget bill amount is calculated using the last twelve (12) months' usage history at the service address, if available, scaled by a representative annual growth factor of four percent (4%) or more, as determined by



Frontier Utilities for the initial 12-month term on the Program, multiplied by your current price per kWh, added to the anticipated pass-through charges from your TDU for the upcoming twelve (12) months, plus the Frontier Utilities customer base charge for the upcoming twelve (12) months, plus any applicable taxes or fees, all divided by twelve (12). You will pay this initial amount, and each subsequent budget bill amount, which is calculated using the most current twelve (12) months of estimated and actual usage, each month for the next twelve (12) months. You are also responsible for paying any non-recurring charges in addition to your budget bill amount. You will receive a statement with your calculated budget bill amount after you are accepted into the Program, and you are responsible for paying all prior amounts due in full. You are responsible for paying the budget bill amount each billing cycle by your bill due date, even if your bill shows a credit balance.

The deferred balance on your invoice, plus any current charges, is the total amount you owe Frontier Utilities, and must be paid in full if you opt out of the Program or if you fail to remit your full budget bill payment by the bill's due date, or if your service is terminated. If you fail to remit your full budget bill amount by your bill's due date, you will be subject to disconnection (including all associated charges). Frontier Utilities may modify your budget bill amount at any time to reflect changes in your usage or for other authorized reasons. Effective with the commencement of each subsequent twelve (12) month period during the Program, Frontier Utilities may calculate a new budget bill amount in the manner provided above. Before beginning your next twelve (12) months on the Program, Frontier Utilities may send you an invoice for any under-recovered amounts or any other outstanding amounts and require you to bring your account balance to zero. Frontier Utilities shall credit your account for any over-recovered amounts during the prior twelve (12) month period after completion of that twelve (12) month period. You may opt out of the Program at any time by contacting Frontier Utilities Customer Service at: (866) 926-8192.

### For Prepaid Plans

**Power As You Go™ Plan:** The Power As You Go™ Plan allows you to pay in advance for power, establishing a kWh balance that must be maintained. Frontier Utilities will provide electricity until this prepaid balance is depleted. If your account balance falls below \$10 (approximately 70kWh), your service may be interrupted.

Communication will be sent via e-mail, text to a cell phone, or recorded calls to the phone number on your account at least 3 days and not more than 7 days before your prepaid balance is estimated to drop to \$10 (approximately 70kWh). Frontier Utilities reserves the right to send communications at other intervals. Electronic receipts of payments will also be sent each time a payment is made online or over the phone.

Receipts are provided at cash payment locations and all payment transactions will be available for review both on-line or by calling. The initial payment needed to begin service will be told to you at the time of enrollment.

This is a prepaid electricity service agreement and continuation of service depends on you prepaying for service on a timely basis. If your prepayment balance becomes exhausted, your service will be interrupted. You have the right to choose an electric service that does not require prepayment. Frontier Utilities can provide other options for electric service that do not require prepayment by calling 1-866-926-8192.

### Consult your EFL to verify if you are on a Variable Price Plan or Fixed Rate Plan:

**Variable Price Plans:** For Variable Price Power As You Go™ plans, the price per kWh is variable as disclosed on the EFL and at the sole discretion of Frontier Utilities based on numerous factors, including, but not limited to: (i) the current and forward price of electricity commodity (including wide or narrow swings in these prices) and the other incidental costs and charges incurred to purchase electricity in the market on behalf of our customers; (ii) whether our supply position in the market for a particular period is over or under that we have anticipated; (iii) how we plan to correct our supply position during that period; (iv) our expected gross profit margin; (v) our expected and actual cost to supply your account(s); and (vi) the prices charged by competitors in your market. You

may terminate a variable price plan at any time without being charged a termination fee or penalty. The price may also change to reflect actual changes in TDU charges for the delivery of your electricity, changes to the ERCOT or TRE administrative fees, or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on Frontier Utilities that are beyond Frontier Utilities' control. Except for term length, we can make changes to provisions of your variable contract at any time with 14 days' advance written notice. If you do not cancel your Agreement within that 14 day period, the change will become effective on the date stated in your notice. Notice is not required for a change that benefits you

**Fixed Rate Plans:** For Fixed Rate Power As You Go™ plans, the price per kWh is the rate agreed upon in the applicable plan for the applicable term. See your EFL for the fixed rate. Your EFL will disclose if this rate includes recurring TDU charges for the delivery of electricity and other related fees allowed to be charged by the PUCT or ERCOT, or if they are passed through on the invoice without markup. Your price will only vary from the amount disclosed in your EFL to reflect actual TDU charges, any changes to TDU, ERCOT or TRE fees, rates or charges, or changes resulting from federal, state, or local laws that impose new or modified fees or costs on us that are beyond our control. This price does not include taxes or non-recurring fees.



**Fixed Term Contract Expiration Notice:** During the last third of your contract term on a fixed rate term product, three contract expiration notices will be sent to you. For contract terms of more than four months, the final contract expiration notice will be sent to you at least thirty (30) days prior to your contract end date. For contract terms of four months or less, the final contract expiration notice will be sent to you at least fifteen (15) days prior to your contract end date. If you do not select another retail electric product before your contract end date, you will continue to be served by Frontier Utilities automatically on a default renewal product, which will be a month-to-month variable prepaid product as detailed in the EFL that will be included with the final contract expiration notice. You may cancel the default renewal variable price product at any time without penalty.

**Transferring Service:** When moving to a new premise, an account must be opened at the new address and activated by paying any TDU fees as well as a minimum power purchase. When, and not before, the new account has a positive balance, the old account may be closed after its final read has been received and applied, and any remaining balance may then be transferred to the new account.

**Billing:** The Power As You Go™ Plan is a prepaid electricity plan. Per PUCT Substantive Rules §25.498 of the PUCT, we do not have to send a recurring billing statement. Monthly bills are not issued for your account, and your account is not subject to a monthly billing cycle and meter read. Consumption is determined daily as power is used and as such there are no true-ups. kWhs are debited daily as consumed. Note that there may be a delay in receiving usage information from the TDU. Frontier Utilities reserves the right to estimate the usage for those days where actual TDU usage has not been received, based on historical usage at the premise, when advising customer of proximity to disconnection level of \$10 (approximately 70kWh).

**Payments:** For prepaid plans, payment for electricity must be made and posted before you can receive power. Payments can be made however often as needed/desired to maintain a positive prepaid power balance.

When making a power purchase, the payment will be converted to kWhs at the current rate per kWh at the time of your purchase. To maintain a positive balance, we may require a minimum purchase of the equivalent of two days of your established average power usage. However, if your account is disconnected, you may be required to pay a Disconnect Charge, Reconnect Charge, and any negative usage incurred. See Prepaid Disconnection section for details. You can make payments as often as needed. Frontier Utilities accepts prepayments with credit cards, debit cards and cash. We do not accept checks or payments through the mail. Payments with a credit card or debit card may be made online at [portal.frontierutilities.com/MyAccount](http://portal.frontierutilities.com/MyAccount) or over the phone with an agent or through our secure IVR, when available. Cash

payments may be made at authorized walk-up payment centers. Visit your My Account area on our web site or call Customer Service to get a list of the cash payment locations in your area. You will receive an electronic receipt of your payment if made online or over the phone. You will be given a receipt if a cash payment is made by the cash payment authorized vendor. Additionally, you can see a history of all of your payment activity by logging onto My Account. Purchases will include desired amount of kWhs at current rate, plus any applicable taxes and any required fees. kWhs are non-transferrable to any other active ESIID with the exception of a customer move. See Transferring Service for details.

**Credits/Discounts:** Any discounts you receive by qualifying for payment assistance programs will be treated as a payment when received by Frontier Utilities. Any credits you receive for any reason will be treated as a payment when entered into your account by Frontier Utilities. Discounts and Credit payments will then automatically be used to purchase additional kWhs at the current rate per kWh. See Payments for more details.

### Both Prepaid & Postpaid Plans:

### Contract Termination and Service Disconnection

**Our Cancellation Rights:** We may cancel this agreement immediately if within the first 7 days of the energized date, we find the information about your service address to be inaccurate, causing the price you pay to be less than the price you should have paid for accurate data of your service address. We will notify you prior to disconnection allowing you to pay the difference before service is interrupted. We may also cancel this Agreement for any lawful reason upon 10 days prior written notice. This Agreement will be cancelled automatically if your service is disconnected and you are not reconnected within 5 days after disconnection.

There are reasons specified in PUCT Substantive rule 25.477 which permit us to refuse to provide service to a customer. If this Agreement is cancelled for such a reason you may not receive any prior notice. Regardless of whether you or we cancel this Agreement, if you want to obtain service from another REP, you must contact them directly. Cancellation does not excuse your obligation to pay us all outstanding fees and charges under this Agreement.

**Postpaid Disconnection:** Your electric service may be disconnected upon at least 10 days prior written notice if:

- i. you fail to pay your bill or to make deferred payment arrangements on or before the date of disconnection stated on the disconnect notice that will be sent after your bill becomes past due;
- ii. you fail to comply with the terms of a deferred payment agreement; or
- iii. you interfere with the electric service of others or operate non- standard equipment.

If we have not received full payment within a reasonable



time after we send you a disconnection notice for non-payment, we will attempt to contact you by telephone. In order to prevent disconnection, you must pay the entire amount stated in the notice by one of the approved payment methods set forth above in this Agreement. We may also authorize disconnection of your service without prior written notice as provided by PUCT Substantive Rules §25.483(d) of the rules and regulations of the PUCT including:

- i. where a known dangerous condition exists;
- ii. where service is connected without authority;
- iii. where service is reconnected without authority after being disconnected;
- iv. for tampering with the TDU's equipment; or
- v. if there is evidence of theft of service.

We may terminate this if you are disconnected for non-payment and have not reestablished service by satisfactory correction of the reason(s) for disconnection within 5 days after disconnection. Satisfactory correction of the reason(s) for disconnection may include, but are not limited to: payment of past energy charges and/or non-recurring TDU charges for initiation of service, connection fees, meter test fees, special meter read fees, disconnect fees, reconnect fees, and such other fees or charges lawfully imposed by your TDU. To reestablish service with us, you will need to go through the application process again and formally choose us as your REP. Disconnection of your service does not relieve you of your responsibility for charges incurred in connection with this Agreement. Please note that if we terminate this Agreement after a disconnection for nonpayment, we may charge you an early termination fee consistent with your EFL.

In the event of a weather emergency and a past due balance, subject to PUCT Substantive Rules §25.483(j) of the PUCT, your service will not be disconnected until the weather emergency is declared over. Once the weather emergency is declared over, your service will be disconnected until a full payment or a payment arrangement is made.

**Prepaid Disconnection:** Frontier Utilities has the right to interrupt your service when your electricity balance reaches \$10 (approximately 70kWh) or below or you have a negative balance. Your service will be automatically disconnected if your balance remains below \$10 (approximately 70kWh) for more than 5 days, or if it has been more than 5 days since your last recharge and your balance is \$10 (approximately 70kWh) or below. If your service gets interrupted you may be charged disconnection and reconnection fees, which you will need to pay in addition to your power purchase of at least two (2) days' worth of power. See Fees for more details. Your service will remain off until payment is made. Once reconnection is approved, your power will be turned on within 2 hours of Frontier Utilities submitting the reconnection transaction to your TDU.

Frontier Utilities will notify you at least 3 days and not more than 7 days before your prepaid balance is estimated to drop to \$10 (approximately 70kWh). We reserve the right to notify you

at other increments. These estimates are based on historical usage and rate information, and any abnormal consumption and/or pricing event may impact these estimates. Notification will be made via text message to your cell phone or via an e-mail to the e-mail account that you have provided. See Communication for more details.

In the event of a weather emergency and a depletion of your balance, subject to PUCT Substantive Rules §25.483(j) of the PUCT, your service will not be disconnected until the weather emergency is declared over. Once the weather emergency is declared over, your service will be disconnected until a full payment or a payment arrangement is made. See Deferred Payment Plan for more information.

**Cancellation of Service:** You may cancel your service with us at any time. In order to ensure timely processing you should notify us at least 3 business days before the requested cancellation date. If you have signed a contract and choose to terminate your service before the contract ends, you may be charged an Early Termination Fee. See Term of Agreement & Termination under Postpaid for more details. If you have any negative balance at the time of termination we will charge any payment account on file with us for the amount owed.

**Deferred Payment Plans:** If you cannot pay your bill, you may be eligible for a deferred payment plan unless you have received more than two termination or disconnection notices during the past 12 months or you have received service from us for fewer than three months and cannot demonstrate a satisfactory payment history with a prior REP. If you have received a disconnection notice, and you have made a request for a deferred payment plan, your deferred payment plan may require you to pay 50% of the past-due amount when the plan is approved and the remainder of the amount due in equal installments over at least five billing cycles unless the customer agrees to fewer installments. You will have to remain current on your other obligations during the term of the deferred payment plan, and if you fail to properly complete the deferred payment plan, your service may be terminated. Frontier Utilities reserves the right to pursue disconnection of service if you do not meet the terms of the deferred payment arrangement per PUCT Substantive Rules §25.498(i)(7) and 25.480(j)(6) of the PUCT. In addition, any outstanding deferred payment plan balances must be paid prior to terminating service. Deferred Payment Plans are also available for negative balances over

\$50 that result from a weather emergency. Deferred Payment Plans can be made by speaking to a Customer Care Representative. If a Deferred Payment Plan is applied to an account, we may also add a switch hold to the premise until the deferred balance is paid in full.

**Switch Holds:** If you enter into a deferred payment plan, Frontier Utilities may request that the TDU place a switch-hold on an ESI ID, to the extent allowed by PUCT Substantive



## Rules

§25.480, which shall prevent a switch transaction from being completed for the ESI ID and shall prevent a move-in transaction from being completed pending documentation that the applicant for electric service is a new occupant not associated with the customer for which the switch-hold was imposed. If Frontier Utilities exercises its right to disconnect service for non-payment pursuant to PUCT Substantive Rules §25.483, the switch-hold shall continue to remain in place. Within 1 business day of making the final payment to your payment plan, Frontier will remove the switch hold from your account.

**Bill Payment or Other Assistance:** Bill payment assistance and rate reduction programs are available to customers who have severe financial hardships and temporarily may be unable to pay their bills. The energy assistance program is funded in part by contributions from Frontier Utilities customers. If you need assistance in paying a bill by the due date or if you are ill and unable to pay, you may be eligible for a deferred payment plan or be able to make alternative payment arrangements. Please call for additional payment arrangement information. Low income customers may be eligible for payment assistance benefits. To be eligible you must be in the supplemental nutrition assistance program (SNAP) or on Medicaid and the name of the program participant must be the same name on your electric bill. To apply for SNAP or Medicaid contact your local Texas Department of Health and Human Services office.

**Modifications to this agreement:** If we propose to make material changes to this Agreement, we will send you notice at least 14 days prior to the effective date of the proposed change. If the change is not acceptable to you, you may cancel your Agreement by sending us a notice of cancellation at least 10 days prior to the effective date of the proposed change. (Please see earlier paragraph on how to cancel your agreement.) Otherwise, we will continue your service based on such change on the effective date indicated in the notice.

**Postpaid Refunds:** A deposit held by Frontier Utilities shall be refunded when the customer has paid bills for service for 12 consecutive billings without having any late payments. Frontier Utilities may refund the deposit to a customer via a bill credit. Once the Frontier Utilities is no longer the REP of record for a customer or if service is not established with Frontier Utilities, Frontier Utilities shall promptly refund the deposit plus accrued interest, if any, to the customer. Frontier Utilities may subtract from the amount refunded any amounts still owed by the customer to Frontier Utilities. If a customer's or applicant's service is not connected, or the service is terminated by the customer, Frontier Utilities shall promptly refund the customer's or applicant's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished so long as the credit balance equals or exceeds five dollars. If the credit balance is less than five dollars, the customer may contact Frontier Utilities and request a refund of

the balance.

**Prepaid Refunds:** Frontier Utilities will refund to the customer or an energy assistance agency, as applicable, any amount greater than or equal to five dollars actually paid by customer that remains an unexpended balance from the account within ten business days after the Frontier Utilities receives the final bill and final meter read from the TDU. Similarly, in the case of unexpended funds provided by an energy assistance agency, Frontier Utilities shall refund the funds to the energy assistance agency and identify the applicable customer and the customer's address associated with each refund. In the case of unexpended funds provided by the customer that are less than five dollars, Frontier Utilities shall communicate the unexpended balance to the customer and state that the customer may contact Frontier Utilities to request a refund of the balance. Once Frontier Utilities has received the request for refund from the customer, Frontier Utilities shall refund the balance within ten business days.

**Disputes or complaints:** Please contact us if you have specific comments, questions, complaints, bill questions, or if you feel your bill is incorrect, by calling a Frontier Utilities Customer Care Representative or emailing [care@frontierutilities.com](mailto:care@frontierutilities.com). If you are not satisfied with our attempt to resolve the problem, you may file a complaint with our company and request a Frontier Utilities supervisory review. If we fail to resolve your dispute, it is your right to file a complaint with the PUCT. PUCT contact information:

Public Utility Commission of Texas, Customer Protection Division

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

Phone: 512-936-7120 or 888-782-8477

Fax: 512-936-7003

TTY: 512-936-7136

Email: [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us)

Website: [www.puc.state.tx.us](http://www.puc.state.tx.us)

Please see your YRAC document for more information.

**Representation & Warranties:** Frontier Utilities makes no representations or warranties other than those expressly set forth in this agreement and **EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES THAT ARISE FROM TRADE USAGE OR CUSTOM.**

**Limitation of Liabilities:** Our liability under this agreement shall be limited to direct damages actually incurred by you. **We shall not be liable for interruption or shortage of supply, nor any associated loss or damage, resulting from causes outside our reasonable control. Further, in no event shall we be liable for any indirect, special, consequential or punitive damages of any kind whatsoever, whether in contract, tort, strict liability or otherwise, even if we have been advised of or could have foreseen the**



**possibility of such damages.** You acknowledge that the TDU is responsible for the supply of energy to the meter. The quality, frequency and continuity of supply of energy are subject to a variety of factors, which include accidents, weather and acts of others. Accordingly, we are unable to guarantee the quality, frequency, continuity or safety of supply of energy to you. We are not liable for any damage to property or persons resulting from the supply of energy to you.

**Indemnity:** You must ensure that your actions will not do anything that will cause harm or impose any liability on us. You shall defend, indemnify and hold harmless us and our employees, agents, representatives, members and governing authority from and against any and all claims, suits, actions, demands, and proceedings and any liabilities, losses, expenses, costs, debts, and damages resulting therefrom, including those alleged by third parties, which arise from or are related to your breach of this Agreement or use of energy beyond the meter. You indemnify us for any claims against us in the event that you permit electricity to leave the Premises and re-enter the distribution network and this gives rise to a claim against us. You agree that we will not be liable for any direct or punitive damages including economic loss resulting or arising from the non-performance of this Contract.

**Force Majeure:** We will not be in breach of our obligations under this Agreement to the extent that our failure to perform is caused by forces or circumstances beyond our reasonable control. Such forces or circumstances include, but are not limited to, weather, flood, fire, lightning, drought, earthquake, or other act of God, failure of ERCOT or your TDU to transmit electricity or perform any of their obligations, civil disturbance, war, or failure of performance of any of our suppliers, vendors or other third parties. **Assignment:** You may not assign this Agreement, in whole or in part, or any of your rights or obligations hereunder, without our prior written consent. We may without your consent: (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (ii) transfer or assign this Agreement to an affiliate; (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Frontier Utilities; and/or (iv) transfer or assign this Agreement to a certified REP. In the case of (i), (ii) or (iv), any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, Customer agrees that we shall have no further obligations hereunder.

**Governing Law:** This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Texas, and to the extent consistent with applicable law, venue shall be proper in Harris County, Texas.

**Non-discrimination:** We do not deny service or require a prepayment or deposit for service based on an applicant's race, creed, color, national origin, ancestry, religion, 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. Frontier Utilities cannot use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service on term plans of 12 months or less.

**Renewable Energy and Renewable Energy Credits:** If you have selected a renewable energy product from Frontier Utilities, the following provision applies: Frontier Utilities will, either directly and/or through its affiliate(s), retire Renewable Energy Credits ("RECs") resulting from electricity generated from renewable energy sources in an amount matching, each calendar year, the percentage of renewable energy contained in your product. Renewable energy sources include those that rely on energy derived directly from the sun; or wind, geothermal, hydroelectric, wave, or tidal energy; or on biomass or biomass-based waste products, including landfill gas. Each REC represents 1,000 kilowatt hours. RECs financially support generators of renewable energy, but you will not have electricity from a specific generation facility delivered directly to your meters. Neither Frontier Utilities nor any of its affiliates will be liable to you or any other party for any advertising assertions made by you related to a Frontier Utilities renewable energy product including, without limitation, any claim or liability arising from a representation made as to the "green" or "carbon free" nature of the electricity or the product.

**Information on other services:** We may advise you of the availability of other services( e.g. supply of gas or dual energy offers for supply), which we or companies related to us can provide, until you inform us that you no longer wish to receive such information or material from us.

**General:** By initiating service with us, you certify that (a) you are resident of the service address, (b) at least 18 years of age, and (c) that you are legally authorized to select the Retail Electric Provider for the service address. There are no third-party beneficiaries to this Agreement. The terms and conditions set forth are the final and entire Agreement between you and us regarding your purchase of electricity service (subject to applicable law), and supersede all previous promises, understandings and agreements. If any provision of this Agreement is deemed to be invalid, illegal or otherwise unenforceable, you and we agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If any such provision cannot be modified in such a manner, that would make it valid, legal and enforceable, such provision shall be severed from this Agreement, and all other provisions hereof shall remain in full force and effect. Any failure on our part at any time to enforce any term or condition of our service or to exercise any right under this Agreement shall not be considered a waiver of our right



thereafter to enforce each and every such term and condition or to exercise such right or any other right under this Agreement.

## NON-COMMODITY PRODUCTS

These provisions concern use of customer data, terms of use, and fees in connection with non-commodity products and apply if you purchased, subscribed to, or are using any non-commodity equipment, services, or programs offered by or through Frontier Utilities, including those provided by a third party, or your own device. These terms apply in addition to any terms provided to you at time of enrollment. "Non-Commodity Products" are products or services other than electricity service and may include the following:

- Connected, networked, or "smart" services such as solar generating systems including panels, inverters, and dedicated solar metering equipment; energy storage devices including battery management systems, energy management systems, battery inverters, and dedicated energy storage controls and metering equipment; smart at-home EVSEs (Electric Vehicle Supply Equipment), often referred to as Electric Vehicle chargers; monitoring and management of an EVSE's functionality; smart thermostats; smart electrical panels; smart appliances; and other sensing, connected, digital and/or smart-home automation devices and the platforms, gateways, routers, or apps used with them; and other energy optimization products;
- Non-connected, non-digital home protection products including warranties, extended warranties, equipment field maintenance and surge protection for your home and contents; and
- Such other Non-Commodity Products, services, or programs as may be offered through Frontier Utilities, unless otherwise stated in connection with enrollment on such services.

**Customer Consent:** By signing up for and using Non-Commodity Products, you acknowledge and agree as follows in connection with such products regarding collection and sharing of non-personal, aggregated information that does not identify you as well as collection and sharing of your personally identifiable information ("PII"):

- You agree to the applicable terms of use and privacy policy for the service or product you are using that describes how Frontier Utilities may collect, use, and share with affiliates and third parties non-personal and PII information relating your use of the Non-Commodity Product.
- You agree that affiliates or third parties participating in the provision of the Non-Commodity Products you are

using (for example, the provider of any hardware or device, and/or provider of any related software, app, services platform or connectivity) may share with Frontier Utilities non-personal and PII obtained from your use of the Non-Commodity Products, in accordance with their terms and policies.

**Non-Commodity Products Information That May Be Collected and Shared:** Please refer to the applicable privacy policy/terms of use for your Non-Commodity Product for details. In general, the following information may be collected automatically in connection with your use of the products and shared with third parties, subject to the specific terms of use and privacy policy for the product:

- Set-up and activation information.
- Information from any app, widget or other interface you use to access, control, or operate your product.
- Environmental and ambient household data from in-home sensing devices, including but not limited to thermostats, motion devices, security cameras, and lighting.
- Information and usage data about connected appliances and devices, including home and individual appliance/device energy usage, adjustments to settings, temperature, run-time, heating and cooling, and other usage information.
- Information and energy generation data about solar electrical and connected monitoring devices.
- Information about energy storage devices and associated set points, including energy charge and discharge, device state-of-health metrics, device status(s) and connected monitoring devices.
- Information about your Electric Vehicle including battery capacity, battery level ("State-of-Charge"), estimated range, physical location (geolocation), and charging status.
- Information about your and your smart device(s') location to adjust device settings.
- Technical information from your device or hardware.

**How Frontier Utilities May Use the Non-Commodity Products Information It Collects:** We use information collected by or shared with us to provide or facilitate provision of the Non-Commodity Products and to develop and improve those and other products and services, including making assessments and recommendations about products, safety, or energy use as well as, if applicable, to bill you for the services. We may use your contact details to send you related information, alerts, or updates or to ask you to participate in surveys about your



product use, and to send you other marketing or informational communications from Frontier.

We may also use and share with third parties this information in an aggregated, non-identified form for research purposes and to help us make sales, marketing, and business decisions.

Frontier Utilities will not share PII for any commercial or marketing purposes unrelated to the activation, delivery and usage of products and services you have requested without your consent. We do not rent or sell our customer lists or other personally identifiable information or data. Please see the Frontier Utilities privacy policy for additional details.

**Device Installation; Demand Response:** If your Non-Commodity Product includes connected, networked, or smart products or devices, then you agree to install and enroll your devices with Frontier Utilities' demand response, optimization, monitoring, and/or management services using the instructions provided as a condition of receiving such services and in order to help you obtain the maximum benefit of such products. You also agree that you will maintain any necessary device network access over WiFi or local area network (LAN) hardwiring within your home. Any lapse in device connectivity supported by you is not Frontier's responsibility, nor is any perceived loss in functionality or benefit due to any lapse in device connectivity. You also agree that Frontier and its monitoring and optimization services operate within the device manufacturer guidelines and prescribed set points. As such, Frontier will not be liable for any physical damages to devices in your home to which Frontier's software may have direct access and/or control. You also agree to allow Frontier Utilities or its affiliates and/or third-party partners to make real-time adjustments to your smart devices, in order to help you reduce electricity consumption, optimize your energy efficiency and take advantage of potential savings through Frontier Utilities' programs, and as a condition of participating in such programs ("Demand Response"). You may in most cases manually override these adjustments to your devices at any time.

**Term and Renewal; Fees:** There may be a separate contract ("Contract") and term commitment ("Initial Term") associated with your Non-Commodity Product. Upon expiration of such Initial Term, the Non-Commodity Product Contract and applicable fees will automatically renew on a month-to-month basis ("Renewal Term") while you remain a Frontier Utilities electricity customer until such time as either you or Frontier Utilities terminates the Contract. If you sign up for a commodity electricity plan or Non-Commodity Product that includes Demand Response or other energy optimization, energy monitoring or energy management services, at Frontier Utilities' discretion, such services may

remain active after the Initial Term expires or if you at any time change to a different Frontier Utilities commodity electricity plan or different electricity provider, until such time as you or Frontier Utilities cancels such service.

- There may be an initial and/or recurring monthly fee for the duration of your Non-Commodity Product Contract Initial Term and Renewal Term associated with your Non-Commodity Product(s) in addition to the charges for your energy.
- If you cancel a standalone Non-Commodity Product, or an energy plan that includes a Non-Commodity Product, before an applicable contract term expires, you may be assessed a Device Cost Recovery Fee for your Non-Commodity Product, which may be in addition to any Early Termination Fee associated with the energy plan. Please view the Electricity Facts Label and plan documents for more details.

If you have signed up for Non-Commodity Products, your monthly bill may also include one time or recurring line-item charges for those products and services. You agree when enrolling for such services or products that they will appear on your electricity bill and that you will pay these charges with your bill. We will apply all payments you make on your bill first to the amounts you owe us for electric service. Frontier will not disconnect your electricity service for non-payment or delinquent charges for Non-Commodity Products or services but may discontinue such service or product for non-payment. Please refer to the documentation provided or presented to you at time of enrollment for your Non-Commodity Product for additional information. Specific privacy policies and terms of use for Non-Commodity Products being offered by or through Frontier may be accessed via [frontierutilities.com](http://frontierutilities.com).

**Non-Commodity Product Cancellation/Modification:** Frontier Utilities reserves the right to modify, suspend, or discontinue any Non-Commodity Product or offering in whole or in part at any time with or without notice. In the event of modification, your continued use of a Non-Commodity Product after such notice constitutes your acceptance of such modification.

**Non-Commodity Product Disclaimer of Warranty: A NON-COMMODITY PRODUCT IS SOLD OR PROVIDED "AS IS", "WHERE IS." FRONTIER UTILITIES IS NOT THE PRODUCT MANUFACTURER AND HAS NO ROLE IN THE DESIGN, CREATION, MANUFACTURE, PRODUCTION OR INSTALLATION OF A NON-COMMODITY PRODUCT. FRONTIER UTILITIES HAS NO CONTROL OVER THE CONTENT OF ANY WARNING OR INSTRUCTION THAT ACCOMPANIES A NON-COMMODITY PRODUCT. ANY WARRANTY**



ASSOCIATED WITH A NON-COMMODITY PRODUCT IS PROVIDED BY THE MANUFACTURER ONLY. FRONTIER UTILITIES MAKES NO WARRANTIES REGARDING A NON-COMMODITY PRODUCT AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TO THE FULLEST EXTENT PERMITTED BY LAW, FRONTIER DISCLAIMS AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY CONSTRUCTION-, INSTALLATION-OR PERFORMANCE-RELATED DEFECTS OR CLAIMS IN CONNECTION WITH NON-COMMODITY PRODUCTS, INCLUDING BUT NOT LIMITED TO CLAIMS RELATING TO OR ARISING DIRECTLY OR INDIRECTLY OUT OF WORKMANSHIP, QUALITY, SCHEDULING, FUNCTIONALITY, REPAIRS, PERMITS, LICENSING, DAMAGE TO PERSONAL OR REAL PROPERTY, PERSONAL INJURY, OR DEATH.

Frontier Utilities' Non-Commodity Products are designed to increase comfort, convenience, and financial benefit for its customers. However, Frontier Utilities is not liable for any discomfort, inconvenience, or financial loss created by the devices or "smart" services associated with these products.

**Jury Trial Waiver:** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY,

VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LAWSUIT OR LITIGATION RELATING TO, OR ARISING FROM, THE USE OF A NON-COMMODITY PRODUCT, OR IN CONNECTION WITH A NON-COMMODITY PRODUCT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

**Arbitration. Class Action Waiver:** THE PARTIES HERETO HEREBY AGREE TO RESOLVE ANY DISPUTE, CLAIM, CONTROVERSY, LAWSUIT OR LITIGATION RELATING TO, OR ARISING FROM, THE USE OF A NON-COMMODITY PRODUCT, OR IN CONNECTION WITH A NON-COMMODITY PRODUCT, THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE PROCEDURAL RULES FOR COMMERCIAL DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE SITE OF SUCH ARBITRATION SHALL BE HOUSTON, TEXAS. THE NUMBER OF ARBITRATORS SHALL BE THREE (3). EACH PARTY SHALL APPOINT ONE ARBITRATOR AND THE TWO ARBITRATORS

APPOINTED BY THE PARTIES SHALL APPOINT THE THIRD ONE. IF THE ARBITRATORS CANNOT AGREE ON WHICH ARBITRATOR TO APPOINT, THEN THE THIRD ONE SHALL BE APPOINTED BY AAA. THE ARBITRATORS SHALL APPLY TEXAS LAW. THE ARBITRATION OF DISPUTES DESCRIBED IN THIS PARAGRAPH SHALL BE IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION.

## PRODUCT-SPECIFIC TERMS

### Solar Net Metering Plans

**Excess Energy Credits:** If you enroll on a Solar Net Metering plan, Frontier Utilities agrees to issue billing credits to your account (Excess Energy Credits), and you agree to assign to Frontier Utilities, any excess energy delivered by your solar system to the grid, subject to these terms and your Electricity Facts Label (EFL). The amount of excess energy exported to the grid, or outflow, will be determined based on the usage information provided by your TDU. Frontier Utilities will credit your account each month for the excess energy based on the kWh of outflow as per the terms disclosed in your EFL.

**Eligibility:** Only customers with properly permitted and installed qualifying solar generation are eligible for Excess Energy Credits. All other sources of excess energy generation are not eligible to receive solar Excess Energy Credits. To receive the credits, you must have, in addition to a qualifying solar installation at your residence producing outflow, an interconnection agreement in place with your TDU and a bidirectional meter installed by the TDU that separately measures the inflow and outflow of electricity to and from your home

**Bill Credits:** Bill credits may be reflected on either your next bill or the subsequent, depending on the timing of processing your bill credit. If the bill credit amount exceeds the energy charge on the bill to which it is applied, then the excess amount will be applied to your next bill, provided that you receive another bill from Frontier Utilities. If at any time or for any reason you cease to be a Frontier Utilities customer prior to the application of any bill credits, then all such bill credits will immediately expire and be forfeited by



you. In no event and under no circumstances may bill credits be redeemed or exchanged for cash; bill credits have no cash value. All bill credits are non-transferable. You may not assign, apply, or otherwise transfer any bill credits to another person, account, or address, even if you maintain multiple accounts or addresses.

Bill credits are available based on the amount of energy your solar system exports to the grid in excess, if any, of the amount of energy your household consumes from the grid in a given billing period. Any bill credit that is obtained due to Frontier's error or a user's fraudulent, deceptive or illegal activity (including in violation of these Terms or this Agreement) is void. Frontier may add, remove or change bill credits at any time without notice. Participants are solely responsible for compliance with federal, state, and local tax and other laws, and any costs, associated with accepting and using bill credits.

Bill credits are issued on a promotional basis only and are not available for purchase. There is no fee associated with participating in the Frontier Solar Net Metering plan program. Bill credits may only be used for personal household use; any commercial or business use is prohibited. Bill credits are non-transferable and may not be sold, exchanged, shared, or assigned to or with another user or Frontier account. Bill credits have no cash value and cannot be redeemed for cash, merchandise, or other benefits except as expressly specified by Frontier.

**Contract Modification:** Frontier Utilities reserves the right to modify the Solar Net Metering plan and these terms at any time without penalty to the extent permitted by applicable law and regulation. Should Frontier Utilities make a material change or modification to these terms or the Solar Net Metering plan, you will be provided with at least fourteen (14) days advance written notice. Notwithstanding the above, any changes to the Solar Net Metering plan made by Frontier Utilities that are beneficial to you may be made without prior notice.

**Termination:** Frontier Utilities' obligations to pay Excess Energy Credits will terminate if (i) your Agreement with Frontier Utilities for the electric service under the Solar Net Metering plan is canceled or terminated for any reason, including non-payment by you; or (ii) Frontier Utilities ceases to be the retail electric provider of record for your enrolled premises for any reason.

**Renewable Energy Credits:** Your assignment of excess energy to Frontier Utilities under the Solar Net Metering plan includes the rights and interest to the Renewable Energy Credits (RECs) and other environmental attributes associated with the excess renewable energy generated and delivered to the grid by your solar system. You represent that there are no other claims to the RECs or other environmental attributes associated with the excess renewable energy

generated by your system. Frontier Utilities shall have no obligation to acquire any other RECs produced by you.

**Indemnification:** As a condition of your participation in the Solar Net Metering plan, you agree to release, indemnify and hold harmless Frontier Utilities and its parent, subsidiaries, affiliates, partners, agents, members, managers, and employees from all liability, claims, demands, costs, or losses for personal injuries, property damage, or loss of life or property, sustained by you, your agents or family, or any third parties arising out of or in any way connected with the installation, testing, operation, maintenance, repair, replacement, removal, defect or failure of your solar system or related equipment. These obligations shall survive termination of this Agreement. This Agreement does not constitute and shall not be construed as a waiver of your rights under Subchapter R of the Customer Protection Rules for Retail Electric Service promulgated by the Public Utility Commission of Texas, which can be found at: <https://www.puc.texas.gov/agency/ruleslaws/subrules/electric/Electric.aspx>

