

## Welcome to Apollo Power and Light and thank you for choosing us as your provider of electricity!

The Terms of Service conveyed in this document, along with the applicable Electricity Facts Label constitute the entire "Agreement" and explain your rights and responsibilities as well as our rights and responsibilities to you. If you ever have any questions regarding your service or bill, please contact us.

### OUTAGES AND EMERGENCIES 24 HOURS/DAY, 7 DAYS/WEEK:

ONCOR SERVICE TERRITORY:	1-800-313-4747
CENTERPOINT SERVICE TERRITORY:	1-800-332-7143
AEP SERVICE TERRITORY:	1-866-223-8508
TNMP SERVICE TERRITORY:	1-800-738-5579
SHARYLAND SERVICE TERRITORY:	1-956-668-9551
NUCES SERVICE TERRITORY:	1-800-632-9288

### About Apollo Power & Light

Web address:	www.apollopowerlight.com	
E-Mail Address:	customerservice@apollopowerlight.com	
Customer Service:	1-877-585-7195	Hours:
Mailing Address:	111 East University Drive	(M-F 8:30 - 8:00)
	Suite 105-368	(Sat. 9:00 1:00)
	Denton, TX 76209-2000	

**Term of our Agreement.** Your initial term of service will begin on the date on which Apollo Power & Light ("Apollo") becomes your Retail Electric Provider of record and shall continue on a month-to-month basis. The initial term of this Agreement is specified on the Electricity Facts Label.

**Pricing.** The price described in the Electricity Facts Label is inclusive of all applicable energy, transmission and distribution charges but does not include non-recurring fees, account fees and/or taxes which will be applied on each monthly invoice. The per kilowatt price is subject to change, at any time, and may be as high as \$0.25/kwh.

**Other Possible Charges.** Depending on your unique situation, your account may be assessed additional charges. An example of this charges are:

Monthly Customer Account Fee	\$9.95
Disconnect For Non-Payment	up to \$50
Reconnect After Disconnect	Up to \$50
Late Fee	5%
Return Check Fee (NSF)	up to \$50
Reconnect After Tampering	\$250
Expedite Fee	\$150
Meter Re-Read Fee	up to \$50
Credit Card Process Fee	Up to \$5

**Low Income Households.** Apollo is committed to the significant discounting afforded to low-income customers by the Low Income Telephone and Electric Utilities (LITE-UP) program directed by the Texas Public Utilities Commission. To find out how to apply for the discount, call the program administrator at 866-454-8387. Also, a customer who received food stamps, Medicaid, TANF or SSI from the Department of Human Services or whose household income is one hundred twenty-five percent "125%" of the federal poverty guidelines may qualify for energy assistance from the Texas Department of Housing and Community Affairs.

**Non-Recurring Fees.** These charges are charged by either Apollo or your transmission and distribution service provider (TDSP) and may be charged to you and listed separately on your bill. Examples of these types of charges include connection, disconnection, reconnection and re-read fees, etc.

**Right to Cancel.** With three days (not including Sunday) you have the right to cancel without penalty. This cancellation DOES NOT APPLY to move-in requests. You may cancel your Agreement, within 5 days, if Apollo notifies you of a material change in the Agreement. A material change does not include a change in the per kilowatt rate and Apollo will not refund any prepayments already made at the time of cancellation. To cancel call 877-585-7195.

**Billing and Payment.** After your initial prepayment, you will receive a monthly bill from Apollo. This will be due and payable sixteen (16) days from the billing date on the bill. If the bill is not paid by the due date, a late fee of five percent (5%) will be added to your bill. This does not apply to LITE-UP customers. Customers may be charged up to fifty dollars (\$50) for payments returned for insufficient funds. Please contact Apollo to discuss payment alternatives. You may not qualify for a payment alternative however. Apollo will allow you to pay your bill after its due date, along with any late fees. Apollo will also reconnect

you after disconnection so long as all outstanding fees have been paid. All monthly invoices will be estimated for pre-paid customers.

**Ways to Make Payment.** Apollo accepts payments made at ACE Cash Express and Dolex Dollar Express. There will be a small fee for making payments at these locations. Apollo also accepts credit card payments, cashier's checks, money orders mailed to the company.

**Termination or Disconnection for Non-Payment.** If you do not pay your bill by its due date and an alternative payment schedule has not been previously arranged, Apollo reserves the right to disconnect your service upon ten (10) calendar days notice if you do not pay your bill within said ten (10) days. A fee, up to fifty dollars (\$50) may apply when the disconnection notice is sent.

**Deposits.** For pre-paid customers, there are no deposit requirements. For all other customers, Apollo may require a deposit be paid before providing service. The maximum deposit for a is \$500 Residential customer and \$1000 for a Commercial customer. You may also post a letter of guarantee in lieu of the required deposit.

**Refusal of Service.** Apollo may refuse to provide electric service under one or more of the provisions set forth under Subchapter (R) §25.477 of the PUCT Customer Protection Rules for Retail Electric Service.

**Right to Cancel Your Service.** Apollo has the right to terminate your electric service in the event you fail to make proper payment, do not pay an outstanding balance and/or attempt theft of service or otherwise tamper with or bypass metering equipment or reconnect service without authority.

**True-Up.** At least twice per year (every six (6) months), Apollo Power & Light will true-up your usage versus what you have paid. If you have paid more than your usage, a credit will be applied to your bill. If you have paid less than your usage, the amount you owe will be applied to your bill. When your service is disconnected, for any reason, you must call Apollo to determine if a true-up credit is warranted or to make payment arrangements on any amount you owe. This is necessary so that Apollo has the correct mailing address for you.

**Material Change in Terms of Service.** Apollo will notify you at least forty-five (45) days in advance of any material changes to these Terms of Service. The notification may be provided to you on your bill or in a separate mailing. In the event of a material change, which does not include the changing of the price per kilowatt charged, that does not favor you as the customer, you will have the option to cancel your service within five (5) days. Your option to cancel will not be provided if the changes favor you as the customer or are mandated by the PUCT or some other regulatory agency.

**Force Majeure.** Apollo makes commercially reasonable efforts to secure electricity for its customers but does not guarantee a continuous supply of electrical energy. Apollo does not generate, transmit or distribute your electricity. You agree that there are events that are outside the control of Apollo ("Force Majeure Events") that may result in interruptions or irregularities in your electric service. YOU AGREE THAT APOLLO WILL NOT BE HELD LIABLE FOR ANY INTERRUPTIONS OR IRREGULARITIES IN YOUR ELECTRIC SERVICE. YOU AGREE THAT APOLLO WILL NOT BE HELD LIABLE FOR ANY DAMAGES OR CONSEQUENCES RESULTING FROM SUCH FORCE MAJEURE EVENTS. Apollo will not be held liable for damage caused by any Force Majeure Events, including but not limited to acts of God, actions of any governmental entity including the Public Utilities Commission of Texas, the Federal Energy Commission, the Electricity Reliability Council of Texas, labor disputes, strikes, required maintenance work, nonperformance of the local distribution utility, inability to access to any infrastructure, damage to service infrastructure, accidents, terrorism, war, hostilities, criminal activity or changes in the law or regulatory rules and procedures. LIABILITIES NOT EXCUSED BY FORCE MAJEURE EVENTS SHALL BE LIMITED TO ACTUAL DAMAGES WHICH SHALL BE THE SOLE AND EXCLUSIVE REMEDY.

**Representations and Warranties.** APOLLO MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE AND APOLLO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Entire Agreement.** This Agreement, along with the Electricity Facts Label constitutes the entire agreement between you, the customer, and Apollo Power & Light. This agreement supersedes any prior agreements or representations, whether oral or written, with respect to these Terms of Service. No modification by change, addition or deletion shall be enforceable unless reduced to writing as provided in this Agreement.

**Anti-Discrimination.** Apollo does not discriminate based on race, creed, color, nationality, ancestry, sexual orientation, marital status, income level, familial status, or location. Apollo does not use Credit Scores.

# Electricity Facts Label (EFL)

Apollo Power & Light  
STANDARD PREPAID PLAN  
January 1, 2011

<b>Electricity Price</b>	<b>Average Monthly Use</b>		
	<u>500 kWh</u>	<u>1000 kWh</u>	<u>2000 kWh</u>
	Average Price Per Kilowatt-Hour:	15.0¢	15.0¢
	Monthly Account Fee: \$9.95		
	<p>Except for price changes allowed by law or regulatory actions, this price is the price that will be applied during your first billing cycle; this price may change in subsequent months at the sole discretion of Apollo Power &amp; Light. Please review the historical price of this product available at <a href="http://www.apollopowerlight.com">www.apollopowerlight.com</a> or call 877-585-7195.</p> <p>Except for price changes allowed by law or regulatory actions, this price is the price that will be applied during your first billing cycle; this price may increase by no more than 7.5% from month-to-month. Please review the historical price of this product available at <a href="http://www.apollopowerlight.com">www.apollopowerlight.com</a> or call 877-585-7195.</p>		
<b>Other Key Terms and Questions</b>	<p><i>See Terms of Service statement for a full listing of fees, deposit policy, and other terms.</i></p>		
<b>Disclosure Chart</b>	<b>Product Type</b>	Variable Price Product	
	<b>Contract Term</b>	1 Month	
	<b>Do I have a termination fee or any fees associated with terminating service?</b>	No	
	<b>Can my price change during contract period?</b>	No	
	<b>If my price can change, how will it change, and by how much?</b>	Your price will not change for the duration of your contract	
	<b>What other fees may I be charged?</b>	All other fees can be found on page 1 of your Terms of Service.	
	<b>Is this a pre-pay or pay in advance product?</b>	Yes	
	<b>Does the REP purchase excess distributed renewable generation?</b>	No	
	<b>Renewable Content</b>	5%	
<b>The statewide average for renewable content is</b>	5%		



REP # 10173

111 East University Drive, Suite 105-368, Denton, TX 76209-2000

[www.apollopowerlight.com](http://www.apollopowerlight.com) • [customerservice@apollopowerlight.com](mailto:customerservice@apollopowerlight.com)

877-585-7195 • Mon-Fri 8:30am - 8:00pm CST • Sat. 9:00am - 1:00pm CST

Ver 2.1.2

# Electricity Facts Label (EFL)

Apollo Power & Light  
 STANDARD POSTPAID PLAN  
 December 6, 2010

<b>Electricity Price</b>	<b>Average Monthly Use</b>		
	<u>500 kWh</u>	<u>1000 kWh</u>	<u>2000 kWh</u>
	Average Price Per Kilowatt-Hour:	12.9¢	12.9¢
	Monthly Account Fee: \$9.95		
	<p>Except for price changes allowed by law or regulatory actions, this price is the price that will be applied during your first billing cycle; this price may change in subsequent months at the sole discretion of Apollo Power &amp; Light. Please review the historical price of this product available at <a href="http://www.apollopowerlight.com">www.apollopowerlight.com</a> or call 877-585-7195.</p> <p>Except for price changes allowed by law or regulatory actions, this price is the price that will be applied during your first billing cycle; this price may increase by no more than 7.5% from month-to-month. Please review the historical price of this product available at <a href="http://www.apollopowerlight.com">www.apollopowerlight.com</a> or call 877-585-7195.</p>		
<b>Other Key Terms and Questions</b>	<p><i>See Terms of Service statement for a full listing of fees, deposit policy, and other terms.</i></p>		
<b>Disclosure Chart</b>	<b>Product Type</b>	Variable Price Product	
	<b>Contract Term</b>	1 Month	
	<b>Do I have a termination fee or any fees associated with terminating service?</b>	No	
	<b>Can my price change during contract period?</b>	No	
	<b>If my price can change, how will it change, and by how much?</b>	Your price will not change for the duration of your contract	
	<b>What other fees may I be charged?</b>	All other fees can be found on page 1 of your Terms of Service.	
	<b>Is this a pre-pay or pay in advance product?</b>	No	
	<b>Does the REP purchase excess distributed renewable generation?</b>	No	
	<b>Renewable Content</b>	5%	
<b>The statewide average for renewable content is</b>	5%		



REP # 10173

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877-585-7195 • Mon-Fri 8:30am - 8:00pm CST • Sat. 9:00am - 1:00pm CST

Ver 2.1.1

## YOUR RIGHTS AS A CUSTOMER

This document summarized Your Rights as a Customer and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUC). These rules apply to all Retail Electric Providers (“REP”), such as Apollo Power & Light (“Apollo”) operating in the State of Texas unless otherwise noted or waived as allowed by the PUC. You may view the rules, in their entirety at [www.puc.state.tx.us/rules/subrules/electric](http://www.puc.state.tx.us/rules/subrules/electric). Apollo’s contact information can be found at the end of this document.

### CONTACT INFORMATION

**Apollo Power & Light, LLC**  
111 East University Drive  
Suite 103-368  
Denton, TX 76209-2000

Certified Retail Electric Provider (“REP”) #10173

#### **Apollo Power & Light Customer Service**

Toll Free – 1-877-585-7195

Hours: M-F 8:30 AM - 8:00 PM CST

Sat: 9:00 AM - 1:00 PM CST

Website: [www.apollopowerlight.com](http://www.apollopowerlight.com)

E-Mail: [customerservice@apollopowerlight.com](mailto:customerservice@apollopowerlight.com)

#### **Public Utility Commission of Texas**

PO Box 13326

Austin, TX 78711

Direct: 512-936-7120

Toll Free: 1-888-782-8477

Fax: 512-936-7003

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

E-Mail: [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us)

TTY: 800-735-2988

### OUTAGES AND EMERGENCIES

Apollo provides the outage numbers on each bill however, here are the outage numbers for your reference:

Toll Free 24 Hours / 7 Days

Oncor: 1-888-313-4747

Centerpoint: 1-800-332-7143

Sharyland Utilities: 956-668-9551

American Electric Power Co. (Texas Central/Texas North): 1-866-223-8508

Texas New Mexico Power Company: 1-888-866-7456

### OBTAINING AND CANCELING SERVICE

**Unauthorized Change of Service Provider or “Slamming”:** Apollo must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched without your authorization, you should request that Apollo provide you with a copy of your authorization and verification. Apollo will submit this to you within five “5” business days of your request. If you are not satisfied, you may file a complaint with the PUC at the address contained in this document.

If Apollo is serving your account without authorization, the company will work with the authorized REP to take the actions necessary to return you to them as soon as possible. The authorized REP will then bill you at the priced disclosed in their terms of service from either: 1) the date you are returned to them or 2) a prior date chosen by them for which they had authorization to serve you. Once you are returned to the authorized REP, Apollo will refund any payments received by you within five “5” days. Also, Apollo will bill for any charges associated with returning you to the authorized REP.

**Right of Rescission:** When requesting a switch in service providers, you may rescind any contract with Apollo without any penalty or fee within three “3” federal business days (including Saturday) after receipt of Apollo’s Terms of Service (“TOS”) agreement. For details, please see the TOS. This right of rescission does not apply to applicants requesting a move-in or to customers being transferred to the Provider Of Last Resort (“POLR”). If you do not rescind in the time period allotted, you will be responsible for paying all services provided to you at the agreed upon rate however, you may change to another REP at any time. Please see your TOS for details.

### BILLING ISSUES

## **YOUR RIGHTS AS A CUSTOMER**

**Unauthorized Charges or “Cramming”:** Prior to including any non-energy related product on your bill, Apollo will inform you of the product or service as well as any associated charges, how those charges will appear on your bill and obtain your consent for the product or service and associated charges. If you believe that Apollo has included unauthorized charges on your bill, you may contact us to dispute the charges. If you do not like the resolution to your dispute, you have the right to file a complaint with the PUC. If the dispute is resolved in your favor, the charges will be refunded, within three “3” billing cycles and the product or service removed from future billings. If the refund is not provided to you within three “3” billing cycles, Apollo will pay interest at a rate approved by the PUC. Apollo will not disconnect your service or place a negative credit report against you while a dispute is pending.

**Deferred Payment Plans and Other Payment Arrangements:** If you cannot pay any bill, in full, please contact Apollo immediately. Apollo may offer you a payment arrangement that allows you to pay your bill after the due date but before your next bill is due. Also, some customers will qualify for a deferred payment plan. This type of plan allows a customer to pay an outstanding bill in installments beyond the due date of the next bill. Apollo may require an initial payment to initiate the agreement. Apollo will offer you a deferred payment plan unless you have received more than two “2” termination or disconnection notices during the past twelve “12” months or you have been a customer for less than three “3” months and do not have sufficient credit or payment history with another REP. Apollo will also offer you a deferred payment plan for bills that are due during an extreme weather emergency and to customers that have been under billed in an amount of fifty dollars “\$50” or more. Deferred payment plans and other payment arrangements may include a five percent “5%” late penalty. POLR customers will not have a late penalty however. If you do not fulfill the obligations of the payment arrangement, Apollo may terminate or disconnect your service. For additional details, please see your TOS or contact us.

**Financial and Energy Assistance:** Apollo will offer bill payment assistance to customers who express an inability to pay or need assistance with bill payment. Apollo must offer level or average payment plans. Also, a customer who received food stamps, Medicaid, TANF or SSI from the Department of Human Services or whose household income is one hundred twenty-five percent “125%” of the federal poverty guidelines may qualify for energy assistance from the Texas Department of Housing and Community Affairs. A customer that receives these types of benefits automatically qualifies for a discount on electric service through the LITE-UP Texas program. Customers who qualify but do not receive these benefits may apply by contacting LITE-UP Texas at 1-866-454-8387.

**Meter Reading and Testing:** If you would like to know how to read your meter, please contact us. Also, you have the right to request a meter test. If you would like this test done, contact Apollo and we will schedule it with your local distribution company (“TDSP”). Unless otherwise ordered by the PUC, if a test is done more than once in a four “4” year period and the meter is found to be functioning properly, then you will be charged a fee for the additional meter test(s) at TDSP rate approved by the PUC. You will be advised of the test result(s) including the date, testing person and removal of the meter if applicable.

### **DISCONNECTION AND TERMINATION**

**Failure to Pay:** You will have at least sixteen “16” days from the date of the bill before your bill is due. If you do not pay your electric bill by the due date, Apollo will send you a disconnection notice and may terminate or disconnect your service after the expiration of a required ten “10” day notice in accordance with PUC regulations.

**Termination of Service:** If your electric payment is not received by the due date on your bill, you will incur a late penalty of five percent “5%” and a separate termination or disconnection notice will be sent to you. The due date on the notice will be ten “10” days from the date on the notice (not including holidays or weekends). If payment is received during the ten “10” days or satisfactory progress has been made, Apollo will continue to provide electricity to you. If not, you may be disconnected anytime after the expiration of the ten “10” day notice period.

For your information, you cannot be disconnected for any of the following reasons:

- Failure to pay for electric service by a previous occupant of the premise, if that occupant is not of the same household;
- Failure to pay any charge unrelated to electric service;
- Failure to pay a different type or class of electric service not included on the account’s bill when service was initiated;

## **YOUR RIGHTS AS A CUSTOMER**

- Failure to pay any disputed charges that occurred for more than six “6” months (except for theft of service);
- Failure to pay any disputed charges until Apollo or the PUC determines the accuracy of the charges and you have been notified of this determination; or
- Failure to pay an estimated bill unless the estimated bill is part of a preapproved meter-reading program or in the event the TDSP is unable to read the meter due to circumstances beyond its control.

Further, Apollo will not terminate your service if it has received notification by the termination or disconnection date that an energy assistance provider will be forwarding sufficient payment on your account.

**Disconnection of Service:** The PUC has provided that under certain dangerous circumstances (such as unsafe electric line situations) any REP, including POLR, may authorize the TDSP to disconnect your electric service without prior notice to you. Also, Apollo may be allowed to seek to have your electric service disconnected for any of the following reasons:

- Failure to pay a bill owed to Apollo or to make a deferred payment arrangement by the date of disconnection;
- Failure to comply with the terms of a deferred payment arrangement or other payment agreement made with Apollo;
- Using service in a manner that interferes with the service of others or the operation of nonstandard equipment;
- Failure to pay a deposit required by Apollo; or
- Failure of a guarantor to pay the amount guaranteed with Apollo has a written agreement, signed by the guarantor, which allows for disconnection of the guarantor’s service.

Unless otherwise allowed by the PUC, prior to disconnecting your service, Apollo will provide you with a written Disconnection Notice. This notice will be mailed to you separately no earlier than the first day after the date your bill is due. The disconnection date must be ten “10” days from the date the notice is issued and may not fall on a holiday or weekend (or the day preceding) unless Apollo’s personnel are available to take payments and service can be reconnected.

Apollo will not seek to have your electric service disconnected by your TDSP for any of the reasons listed under the Termination of Service section of this document.

Additionally, Apollo will not disconnect your service:

- If we receive notification by the disconnection date that any energy assistance provider will be forwarding sufficient payment on your account;
- For non-payment during an extreme weather emergency, and upon request, Apollo will offer you a deferred payment plan for bills due during the emergency; or
- For non-payment if you inform Apollo, prior to the disconnection date stated on the notice, that you or another resident on the premises has a critical medical need for electric service. However, to obtain this exemption, you must enter into a deferred payment plan with Apollo and have the ill person’s attending physician contact Apollo and submit a written statement attesting to the necessity of electric service to support life. This exemption from disconnection due to illness or disability shall be in effect for sixty-three “63” days and may be applied for again after the sixty-three “63” days has expired and the deferred payment plan has been fulfilled.

**Availability of Provider of Last Resort:** If you are notified that you are subject to termination or disconnection of your electric service, you may seek to obtain services from another REP or the POLR. You have the option to request service from the POLR, which offers a standard retail service package. Information about POLR and other REPs can be obtained from the PUC or the POLR.

**Restoration of Service:** If your service has been disconnected for non-payment, you must, before service is reinstated, pay all amounts due to Apollo and may have to reestablish credit, including payment of any applicable deposit. Upon payment of all amounts due and reestablishment of credit, Apollo or the POLR will notify your TDSP to reconnect your service. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate to Apollo or the POLR that you have corrected the dangerous situation.

## **DISPUTES WITH YOUR PROVIDER**

## **YOUR RIGHTS AS A CUSTOMER**

**Complaint Resolution:** Please contact Apollo if you have specific comments, questions or complaints. Upon receipt of your complaint Apollo will investigate and notify you of the result within twenty-one “21” days. If you are dissatisfied with the result of the investigation, you may request a supervisory review, if available. Apollo will advise you of the results of the supervisory review within ten “10” business days of your request. If you are dissatisfied with the result of the investigation or supervisory review, you may file a complaint with the PUC or the Office of the Attorney General, Consumer Protection Division. Please include your name and account number, as well as an explanation of the facts and the resolution you desire in your complaint. For a complaint involving a disputed bill, Apollo will not initiate collection activities, terminate or disconnect your service or report the delinquency to a consumer reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, Apollo may terminate or disconnect your service for non-payment of any undisputed portion of the bill.

### **OTHER PROTECTIONS**

**Do Not Call List:** The PUC maintains a “Do Not Call List” of customer who do not want to receive telemarketing calls for electric service. Call toll-free 1-866-896-6225 or visit the PUC website at [www.puc.state.tx.us](http://www.puc.state.tx.us) to subscribe to the Do Not Call List.

**Language Availability:** You may request to receive information from Apollo in Spanish or any language in which you were initially solicited. This includes the Terms of Service Agreement, Electricity Facts Label, bills and notices, information on new electric services, discount programs, promotions, and access to customer assistance. You will receive this Your Rights as a Customer document and termination and disconnection notices in English or Spanish based on your preference or any other designated language other than English or Spanish if you were originally solicited in that language.

**Privacy Rights:** Except as described below, Apollo will not release your proprietary customer information to any other person without your consent. This includes your name, address, account number, type or classification of service, historical electricity usage, expected patterns of use, types of facilities used in providing service, individual contract terms and conditions, price, current charges or billing records. This prohibition does not apply to the release of your information under certain circumstances as required by law, including release to the PUC, and agent of Apollo, consumer reporting agencies, law enforcement agencies or your TDSP. Apollo may also share this information with a third party for the purpose of marketing such party’s products or services to you after you are provided an opportunity to opt-out of the release of your information. In addition, this prohibition does not apply to the release of prior historical usage upon request and authorization of a current customer or applicant of a premise. Industrial and commercial customers may contact Apollo or TDSP and designate that their prior historical usage is competitively sensitive in order to prevent the release of this information.

**Special Services:** Apollo may offer special services for hearing-impaired customers and programs for customers with physical disabilities. If you have a physical disability or require special assistance regarding your electric account, please contact Apollo to inquire about the process to become qualified for any of these special services.

**Critical Care:** If an interruption or suspension of electric service will create a dangerous or life-threatening condition, you may qualify as a “critical care residential customer.” Upon your request, Apollo will provide to you a standardized Critical Care Eligibility Determination Form, which you must complete and return to Apollo. The critical care request is evaluated and approved by the TDSP; however, a customer may appeal the eligibility determination to the TDSP. If not satisfied with the result of the appeal, you may file a complaint with the PUC. If approved, the designation is valid for one year, and Apollo will send you a renewal application prior to the expiration of your designation. Qualification as a critical care residential customer does not relieve you of the obligation to pay Apollo or TDSP for services rendered. However, a critical care residential customer who needs payment assistance is encouraged to contact Apollo or TDSP immediately regarding possible deferred payment options or other assistance that may be offered by Apollo or the TDSP.