

## Terms of Service

### Smart Meter Standard Plan — Variable Price Product

**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

**About Apollo Power & Light**

Web address:	<a href="http://www.apollopowerlight.com">www.apollopowerlight.com</a>
E-Mail Address:	<a href="mailto:customerservice@apollopowerlight.com">customerservice@apollopowerlight.com</a>
Customer Service:	1-877-585-7195

Hours: M-F 8:30am-8:00pm CST  
Sat. 9:00am-1:00pm CST

Mailing Address:	111 East University Drive Suite 105-368 Denton, TX 76209-2000
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**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 dependent upon your prepaying for service on a timely basis and if your balance falls below \$10, your service may be disconnected with little notice. Also, please be aware that some electric assistance agencies may not provide assistance to customers that use a prepaid service. The initial term of this Agreement is specified on the Electricity Facts Label. Prepaid service is not available to critical care or chronic condition residential customers.

**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. This is a variable price product, 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
Late Fee	5%
Return Check Fee (NSF)	up to \$50
Reconnect After Tampering	\$350

Expedite Fee	\$150
Meter Re-Read Fee	up to \$50
Credit Card Process Fee	up to \$5
Account Set-up Fee	up to \$30

**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.

**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.** Within 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 1-877-585-7195.

**Billing and Payment.** After your initial prepayment, Apollo will use its best efforts to inform you when your balance has an estimated 3 to 7 days remaining using email, texts and telephone calls. Please ensure that Apollo has the correct contact information for you at all times. 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 also reconnect you after disconnection so long as all outstanding fees have been paid including a reconnection fee.

**Ways to Make Payment.** Apollo accepts payments made at ACE Cash Express, Dolex Dollar Express and MoneyGram locations. There will be a small fee of \$3 for making payments at these locations. Apollo also accepts credit card payments, cashier's checks, personal checks and 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.** There are no deposits for prepaid smart meter customers.

**Refusal of Service.** Apollo may refuse to provide electric service to an applicant or customer for any other reason that is not discriminatory.

**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.

**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 sex, disability, race, creed, color, nationality, ancestry, sexual orientation, marital status, income level, familial status, or location. Apollo does not use Credit Scores.