

Your Rights as a Customer

This document summarizes Your Rights as a Customer and is based on customer protection rules adopted by the Public Utility Commission of Texas (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. Apollo's contact information can be found below.

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

E-Mail: 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

E-Mail: 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 be responsible for any charges associated with returning you to the authorized REP.

BILLING ISSUES

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 reserves the right to apply a switch-hold while you are subject to a deferred payment plan. This switch-hold may apply until you satisfy

the terms of the deferred payment plan and while you are on a switch-hold, you will not be able to buy electricity from other companies. 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. Some electric assistance agencies may not provide assistance to customers that use a prepaid service. If you qualify for low-income status or low-income assistance, have received energy assistance in the past or you think you will be in need of energy assistance in the future, you should contact the billing assistance program to confirm that you can qualify for energy assistance if you need it.

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: Failure to recharge your account prior to reaching an estimated zero balance will result in disconnection and a reconnection fee of will occur. If you are a smart meter prepaid customer the continuation of electric service depends on you prepaying for service on a timely basis and if your current balance falls below \$10, your service may be disconnected with little notice. 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.

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;
- 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. If you are a prepaid smart meter customer, the continuation of electric service depends on you prepaying for service on a timely basis and if your current balance falls below \$10, your service may be disconnected with little notice. 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. 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

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 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. Prepaid service is not available to critical care or chronic condition residential customers.