

Your Rights As A Customer

This document sets out Your Rights as a customer for the purchase of electricity between DISCOUNT POWER @ PUCT No. 10161 ("DISCOUNT POWER", "we" and "us") and you, the customer ("you", "your" and "customer").

Right to Cancel: You have the right to cancel DISCOUNT POWER electric service without penalty at any time prior to midnight on the 3rd business day following enrollment. If you enrolled on the Internet and requested that you be provided with a paper copy of the Terms of Service document, or if you enrolled by telephone, you have the right to cancel this Agreement without penalty at any time prior to midnight on the 3rd business day following the day that you receive the Terms of Service document (deemed delivered 3 business days after deposited 1st class with the United State Postal Service (U.S. mail).

You may also cancel DISCOUNT POWER electric service without penalty if you move to another premise (proof required) or if DISCOUNT POWER notifies you of a material change in the terms and conditions of DISCOUNT POWER electric service. Please refer to the contact information below. DISCOUNT POWER reserves the right to modify or terminate this Agreement, upon written notice to the Customer, in the event of any legislative, regulatory, wholesale market, "Electric Reliability Council of Texas, Inc." ("ERCOT") changes or electric distribution utility tariff changes that affect DISCOUNT POWER's ability to provide service to the Customers under this Agreement. Should adjustment to your pricing become necessary, you will receive notice of this change and new Terms of Service document at least 45 days in advance. You have the right to review and decline your new Terms of Service without penalty.

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

Special Needs for Electric Service. If you or members of your household have physical disabilities or a critical need for electric service in order to maintain medical life support systems, you have the right and obligation to inform DISCOUNT POWER of those circumstances. DISCOUNT POWER, however, will not hold itself liable for any damages associated with failure to provide electricity service in the event of an excused event. Please see excuse under the Terms of Service section.

Meter Testing. You have the right to have your electricity meter tested.

a. Requests. If you request that your meter be tested, your electric distribution utility ("electric utility" or "utility") will test the accuracy of your meter at no charge. The meter test shall be made during the electric utility's normal working hours. If you want to be present to observe the test, then it will be scheduled to accommodate you within the utility's normal working hours. Usually, the test will be made on your premises, but the utility may decide that the test should be conducted at its testing laboratory.

b. Re-tests. After you have requested and obtained a meter test, you can request subsequent tests. However, if less than 4 years have passed since the meter was last tested at your request, and the new test reveals that the meter is operating within the ANSI's accuracy standards, then the utility may charge you a fee for conducting the retest. The fee that is charged will represent the utility's cost of testing. The fee that is charged will represent the utility's cost of testing the meter at a rate specified in the utility's tariffs which have been approved by the Public Utility Commission of Texas.

c. Results. After any requested meter test is completed, the utility will promptly advise you of the date that the test was conducted, who performed the test, the test results and (if applicable) the date when the meter was removed.

Customer Complaints & Disputes. You have the right to contact our service representatives to ask questions about your electric service or charges on your bill, and conduct any other business relating to the services that we provide to you. Should you not receive adequate service or explanation to your complaint, you have the right to file a formal or informal complaint with the Public Utility Commission of Texas (PUCT) and DISCOUNT POWER cannot and will not limit that right. If you wish to contact the PUCT, you will find the PUCT's contact information at the end of this document.

Language. At the time that you select DISCOUNT POWER as your Retail Electric Provider, you have the right to designate that you will receive the following documents and information in either English or Spanish:

- This "Your Rights as a Customer" disclosure, Terms of Service documents, bill notices and termination notices;
- Information on the availability of new electric services, discount programs, and promotions; and
- Access to customer service, including the restoration of electric service and response to billing inquiries.

Whether provided in English or Spanish, you have the right to receive communications that are in plain, easily understood language.

Slamming. You have the right to choose your retail electric provider. A change in our retail electric provider can only be made with your permission. If you believe that

DISCOUNT POWER or some other entity has switched your electric service to another provider without your permission, please contact DISCOUNT POWER for clarification of the problem. DISCOUNT POWER does not support slamming and has processes in place to deter the practice.

Termination of Service. You do not have the right to receive electric service without payment. DISCOUNT POWER has the right to disconnect your service and terminate its agreement with you if you fail to pay for the service provided to you. If no other retail electric provider extends service to you, then you have the right to be provided service by the electric utility serving your area. Before DISCOUNT POWER can disconnect your service and/or terminate its agreement with you, you have the right to be provided with a disconnection and/or termination notice that will inform you of the reasons for the disconnection and/or termination and the preventative steps available to you. DISCOUNT POWER will not disconnect your service or terminate its agreement with you on a holiday or weekend. If you are receiving energy assistance, DISCOUNT POWER will not disconnect service or terminate its contract with you for nonpayment if it receives a pledge, letter of intent, purchase order, or other notification that an energy assistance provider is forwarding sufficient payment to continue service.

DISCOUNT POWER will not terminate your electric service for non-payment of a disputed charge, failure to pay a charge unrelated to electric service, failure to pay charges arising from an under billing more than 6 months prior to the current billing or failure to pay a bill of a previous occupant.

If your service is disconnected, has been disconnected for nonpayment, DISCOUNT POWER may upon satisfactory correction of the reasons for disconnection and payment of the appropriate disconnection and reconnection fees, notify the TDSP to reconnect your service.

Voluntary Bill Payment Assistance. DISCOUNT POWER offers each residential customer the opportunity to participate in a voluntary bill payment assistance program for qualified customers through a check-off box that appears on every residential customer bill.

Do Not Call List. The PUCT, or its agent, will maintain a list of customers who do not want to receive telemarketing calls from retail electric providers. You have the right to have your name placed on or removed from this "Do Not Call List". The PUCT may charge a fee of no more than \$5 to place your name on the list. You may contact the PUCT to have your name placed on the do not call list. Please refer to the Commission's contact information below.

Payment Arrangements. You have the right to establish a deferred payment plan or payment arrangement with DISCOUNT POWER in order to avoid termination during the extreme weather emergency. A deferred payment plan is an arrangement between DISCOUNT POWER and a customer that permits the customer to pay an outstanding bill in installments that extend beyond the due date of the next bill. DISCOUNT POWER will also offer a level or average billing plan.

Report on Outage/Emergency Repairs. In case of an emergency or to report an outage, please contact your Transmission and Distribution Provider (TDSP) directly. See contact information below.

Customer Information. DISCOUNT POWER @ will not release your proprietary customer information except as authorized under law. DISCOUNT POWER will not provide or sell this information to any other entities without first obtaining your consent. The PUCT has authorized release of proprietary customer information to law enforcement agencies, energy assistance agencies, collection and credit reporting agencies, utilities and the PUCT.

To report a service outage, please call your TDSP:

TXU ED:	1.888.313.4747
AEP/CP&L/AITU:	1.866.223.8508
Centerpoint Energy:	1.800.332.7143
TNMP:	1.888.866.7456
Sharyland:	1.956.668.9551

DISCOUNT POWER Contact Information:

Customer Service:	281-207-1284
Fax:	281-781-2299
Internet Address:	info@DiscountPower.biz
Mailing Address:	19901 Southwest Freeway, Suite # 212 Sugar Land, TX 77479

Public Utility Commission of Texas:

Customer Protection Division
PO Box 13326
Austin, TX 78711-3326
(512) 936-7120 or in Texas (toll free) 1-888-782-8477;
fax (512) 936-7003;
TTY (512) 936-7136 and Relay Texas (toll-free) 1-800-735-2989;
email address customer@puc.state.tx.us;
Internet Website address www.puc.state.tx.us