

Electricity Facts Label (EFL)
Simple Power - Simple 6 Hybrid

25 August 2010

<i>Electricity price</i>	Average price per kWh	Average Monthly Use		
		500kWh	1,000kWh	2,000kWh
	AEP Central	10.2¢	10.2¢	10.2¢
	AEP North	9.1¢	9.1¢	9.1¢
	Centerpoint	10.0¢	10.0¢	10.0¢
	Oncor	9.0¢	9.0¢	9.0¢
	Sharyland	10.2¢	10.2¢	10.2¢
	TNMP	9.1¢	9.1¢	9.1¢

Other Key Terms and questions See *Terms of Service* statement for a full listing of fees, deposit policy, and other terms.

<i>Disclosure Chart</i>	Type of Product	Fixed
	Contract Term	6 Months
	Do I have a termination fee or any fees associated with terminating service?	Yes - \$99
	Can my price change during contract period?	Yes
	If my price can change, how will it change, and by how much?	This price disclosure is an example based on current TDSP, ERCOT and Texas Regional Entity charges; your average price for electric service will vary in the event that the PUCT permits any changes in fees charged by the TDSP, if ERCOT permits any changes, increases, or adds new fees to the fees, or if federal, state or local laws impose new or modified fees or costs on Simple Power that are beyond Simple Power's control.
	What other fees may I be charged?	This plan has no monthly fee. "Not Sufficient Funds" and similar fees are detailed in the Fee Disclosures section of the Terms of Service.
	Is this a pre-pay or pay in advance product	No
	Does the REP purchase excess distributed renewable generation?	No
	Renewable Content	50% renewable
	The statewide average for renewable content is:	6.1% renewable



888-TX-SIMPLE (888-897-4675)
 Mon-Fri, 9:00 a.m. - 6:00 p.m., CT
 excluding holidays

Version 3.3
 This plan is for customers with
 residential meter profiles only

care@simplepower.com
www.simplepower.com

8127 Mesa Dr. B206-342
 Austin TX 78759

Certification # 10149

The price includes the price of the electricity, charges incurred by the TDSP associated with delivering electricity to your home and other related fees as may be approved by the PUCT or ERCOT. This price excludes applicable taxes. Simple 6 has no monthly fee. Simple 6 is a fixed price plan with a six month term.

Simple 6/Simple 12 - Residential Service Version 3.3

Electricity Made Simple - Simple Power is pleased to be your choice for electricity service. The following are the Terms of Service of your Agreement with Simple Power. Your Agreement consists of the Terms of Service, your Energy Facts Label (EFL), and Your Rights as a Customer (YRAAC). As your Retail Electric Provider (REP), Simple Power will arrange for the delivery of electricity from your Transmission and Distribution Service Provider (TDSP), the company whose poles and wires bring power to your home or business. Please call us if you ever have questions about your electric service.

Español. Llame gratis al (888) TX-SIMPLE (888-897-4675) para obtener esta información.

Simple Power Contacts

Web:	www.simplepower.com	Fax (toll-free):	888-897-4699
Email:	care@simplepower.com		
Phone (toll-free):	888-TX-SIMPLE (888-897-4675) (Mon-Fri, 9:00 a.m. - 6:00 p.m. CT, excluding holidays)	Mail:	8127 Mesa Dr. B206-342 Austin, TX 78759

For Outages and Emergencies 24 Hours, 7 Days a Week:

CENTERPOINT service territory: 1-800-332-7143

ONCOR service territory: 1-888-313-4747

AEP Service Territory: 1-866-223-8508

TNMP Service Territory: 1-888-866-7456

SHARYLAND Service Territory: 1-956-668-9551

Cancellation rights of Customer - Within three federal business days after receiving our Terms of Service, you have the right to cancel your Agreement without fees or penalties of any kind. This right of cancellation does not apply to move-ins. To cancel, call us toll-free at (888) 897-4675 or you may fax us at (888) 897-4699. Please have your customer name, service address, phone number, and ESI ID you used when you signed up for service with Simple Power.

Acceptance of Customer by Simple Power - These Terms of Service are conditioned on Simple Power's acceptance of you as a customer. As a residential customer with a RESLOWR or RESHIWR load profile, you will purchase electricity for the ESI ID and service address you have identified and in accordance with the terms and conditions in your Agreement. Following completion of your enrollment with Simple Power, you may be required to post a deposit or complete a Quality Control or Third Party Verification call before your request for service can be processed. In the event you fail to provide a deposit or additional information required to process your enrollment within ten (10) days of such request, Simple Power reserves the right to refuse to honor the terms of this Agreement. You may re-enroll with Simple Power, if you wish.

Refusal of Service - Simple Power may refuse to provide electric service under one or more of the provisions set forth under Subchapter (R) §25.477 of the Public Utility Commission of Texas ("PUC") Customer Protection Rules for Retail Electric Service (www.puc.state.tx.us). You will be notified if you are denied service under one of these provisions.

Term and Renewal - The initial term under this Agreement will begin on a date determined by your TDSP (unless you require new service), and will continue for a period specified in your EFL. At the end of the initial term, this plan will automatically revert to the Standard Variable pricing plan. A contract expiration notice will be sent to you at least 14 days prior to the end of the initial term. Simple Power is not liable for, nor is it able to commit to, an exact date for the commencement of service with Simple Power. You may terminate service without penalty if you move to another premise.

Termination Fees - After the "right of cancellation" period described above expires, you will be assessed the termination fee specified in your EFL if you cancel your service under this Agreement prior to the expiration of your initial term, or if your service is cancelled by Simple Power due to your breach of the terms of this Agreement. Upon receipt of acceptable documentation, Simple Power will waive this termination fee if you move to another premise. To terminate this Agreement, you may call or fax us at the contact numbers provided above. If your termination requires an early meter read by your TDSP, you will be charged a fee established by the TDSP. Regardless of the method or reason for termination of the Agreement, you are responsible for payment of all outstanding charges incurred through the date on which the termination is effected by the TDSP.

Critical Care Customers - If interruption or suspension of your electricity will create a dangerous or life-threatening condition, you may qualify as a “critical load” for notification of interruptions and suspension of service by the TDSP. The TDSP determines whether you qualify. To request this designation, you must complete the Critical Care Eligibility Determination Form annually and return it to the TDSP. Qualification as a critical care customer does not relieve you of the obligation to pay for the electric service you receive.

REP’s Right to Cancel - Simple Power will make every effort to allow you to make your payments on time or arrange alternate payment schedules. However, Simple Power has the right to terminate your service if:

- You do not pay a required deposit or a bill for electric service by the due date, or call us to arrange an alternate payment schedule;
- You do not fulfill the terms of an arranged alternate payment schedule;
- You do not pay outstanding balances on an account you have guaranteed; or
- You attempt theft of service or otherwise attempt to tamper with or bypass metering equipment, or reconnect service without authority.

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 Simple Power Customer Care Representative or emailing care@simplepower.com. If you are not satisfied with our attempt to resolve the problem, you may file a complaint with our company and request a Simple Power supervisory review. If we fail to resolve your dispute, it is your right to file a complaint with the PUCT. The PUCT contact information is as follows: Public Utility Commission of Texas, Customer Protection Division P.O. Box 13326, Austin, Texas, 78711-3326; telephone (512) 936-7120 or (888) 782-8477; fax (512) 936-7003; Email: customer@puc.state.tx.us; website: www.puc.state.tx.us; TTY (512) 936-7136. Please see your YRAAC document for more information.

Discrimination - Simple Power does not discriminate, deny service, or require a prepayment or deposit for service based on a customer's race, creed, color, national origin, ancestry, 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. Simple Power does not use a credit score, a credit history, or utility payment data as the basis for determining the price for electric service for a product with a contract term of 12 months or less.

Material Change - Simple Power reserves the right to modify or terminate this Agreement, without penalty, in response to new or changed law, rule, tariff, regulation, procedure or protocol, or interpretation thereof (a “Material Change”). Should Simple Power make a Material Change or modification to this Agreement, you shall be notified forty-five (45) calendar days in advance of the effective date of such Material Change. Upon receiving notice of the Material Change in your bill or in a separate mailing, you shall have the right to terminate your service without any penalty from Simple Power. If you do not choose another REP before the effective date of the Material Change as defined in the notice, Simple Power will continue to serve you under the modified terms and conditions of this Agreement. Changes in wholesale natural gas and/or electricity prices shall not constitute a Material Change under the terms and conditions of this Agreement.

Customer Info - By entering into this Agreement, you agree that your TDSP may release to us certain information that we need to provide you with service, including, but not limited to, your address, phone number, account numbers, and historical usage information.

Force Majeure - We will endeavor in a commercially reasonable manner to provide service, but we do not guarantee a continuous supply of electrical energy. Events that are out of our control (Force Majeure Events) may result in interruptions in service. We will not be liable for any such interruptions. We do not generate your electricity, nor do we transmit or distribute electricity to you. Therefore, you agree that we are not liable for damages caused by Force Majeure Events, including, but not limited to, acts of God, acts of any governmental authority, including the PUCT or ERCOT, accidents, strikes, labor trouble, required maintenance work, inability to access the TDSP or ERCOT system, nonperformance of the TDSP or ERCOT, delay of deregulation or changes in laws, rules, regulations, practices or procedures of any governmental authority or ERCOT, or any cause beyond our control. If a Force Majeure Event occurs which renders Simple Power unable to perform in whole or in part under this Agreement, our performance under this Agreement shall be excused for the duration of such event.

Limitation of liability - UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY.

Representations and Warranties - The electricity sold under this Agreement will be supplied from a variety of sources. Simple Power makes no representations or warranties other than those expressly set forth in this Agreement. Simple Power expressly disclaims all other warranties, expressed or implied, including warranties of merchantability, conformity to models or samples, and fitness for a particular purpose.

Assignment - You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Simple Power. Simple Power may, and you hereby grant your consent permitting Simple Power to: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement or arrangement; (b) transfer or assign this Agreement to an affiliate of Simple Power; (c) transfer or assign this Agreement to any person or entity succeeding to all or a portion of the assets or control of Simple Power; and/or (d) transfer or assign this Agreement to a certified REP. In the case of (b), (c) or (d) any such assignee shall agree in writing to be bound by the terms and conditions hereof. If you authorized the monthly payment of your invoices via automatic recurring (i) withdrawals from your checking or savings accounts, or (ii) charges to your credit card, you also hereby agree and grant your consent permitting Simple Power to transfer or assign such consent and authorization to any assignee under any assignment permitted under this paragraph. Upon any such transfer or assignment, to which you hereby consent in advance, you agree that Simple Power 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 Travis County, Texas. The provisions of the Uniform Commercial Code ("UCC") shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC.

Attorneys' and Collection Fees - If you fail to pay any amount due Simple Power as set forth under these Terms of Service, you will be responsible for reasonable fees and expenses, including but not limited to fees for attorneys and/or collection agents, incurred by Simple Power in pursuit of recovering any such delinquent amounts.

Entirety - This Agreement, along with the Applicable Electricity Facts Label and Authorization to Enroll, constitutes the entire agreement between Simple Power and you, the customer. 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 for in this Agreement.



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 (REPs) and the provider of last resort (POLR), unless otherwise noted. You may view the PUC's rules at www.puc.state.tx.us/rules/subrules/electric.

Language Availability: Esta información es disponible en Español. Por favor llame a Simple Power al 888-TX-SIMPLE (888-897-4675), o por internet - www.simplepower.com. Simple Power will provide information in Spanish upon request.

Simple Power Contacts

Web: www.simplepower.com
Email: care@simplepower.com
Phone (toll-free): 888-TX-SIMPLE (888-897-4675)
(Mon-Fri, 9:00 a.m. - 6:00 p.m. CT, excluding holidays)

Fax (toll-free): 888-897-4699

Mail: 8127 Mesa Dr. B206-342
Austin, TX 78759

Public Utility Commission of Texas (PUCT)

Phone: 888.782.8477 (TTY 800.735.2988)
Email: customer@puc.state.tx.us

Mail: Customer Protection Division
P.O. Box 13326
Austin, TX 78711-3326

For Outages and Emergencies 24 Hours, 7 Days a Week:

- CENTERPOINT service territory: 1-800-332-7143
- ONCOR service territory: 1-888-313-4747
- AEP Service Territory: 1-866-223-8508
- TNMP Service Territory: 1-888-866-7456
- SHARYLAND Service Territory: 1-956-668-9551

Service Issues

Slamming: The unauthorized change of service provider, i.e. "Slamming" is unlawful. A REP 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 the REP provide you with a copy of your authorization and verification. The REP must submit this to you within 5 business days of your request. If you are not satisfied with this response, you may also file a complaint with the PUC at the address provided above. If you do not wish to receive telemarketing calls from REPs, you may contact the PUCT to have your name added to the statewide "Electric Do Not Call List."

Cancellation of Service: You may cancel your service at any time with no early cancellation penalty if you are on a month-to-month variable rate plan. If you are on a fixed rate plan, you may have a cancellation fee. Please see your Electricity Facts Label and Terms of Service for specific details.

Billing Issues

Unauthorized Charges or "Cramming": Before any new charges are included on your electric bill, your REP must inform you of the product or service, all associated charges, how these charges will appear on your electric bill, and must obtain your consent to accept the product or service. Your REP must provide you with a toll-free telephone number and address that you may use to resolve any billing dispute or to ask questions about your bill. If you believe your electric bill includes unauthorized charges, you may contact your REP to dispute such charges. After exhausting your REP's internal complaint resolution procedures (as set forth below), you may file a complaint with the PUCT if you remain unsatisfied. Your REP will not seek to disconnect your electric service for nonpayment of an unauthorized charge or file an unfavorable credit report against you for disputed unpaid charges that are alleged in good faith to be unauthorized, unless the dispute is ultimately resolved against you. If the charges are determined to be unauthorized, your REP will cease charging you for the unauthorized service or product, remove the unauthorized charge from your bill, and refund or credit all money you paid for any unauthorized charge within 45 days. If charges are not refunded or credited within 3 billing cycles, interest shall be paid to you at an annual rate established by the PUCT on the amount of any unauthorized charge until it is refunded/credited. You may request all billing records under the REP's control related to any unauthorized charges within 15 business days after the date the unauthorized charge is removed from your bill. Your REP will not re-bill you for any charges determined to be unauthorized.

Deferred Payments and Other Payment Arrangements: If you cannot pay your bill, please call Simple Power immediately. Your REP may offer you a short-term payment arrangement that allows you to pay your bill after your due date, but before your next bill is due. In addition, you may qualify for a "deferred payment plan." A deferred payment plan allows you to pay an outstanding bill in installments beyond the due date of the next bill. Your REP may require an initial payment to initiate the agreement. Simple Power must offer you a deferred payment plan unless you have received more than 2 disconnection notices during the past 12 months or unless you have been a Simple Power customer for less than 3 months and do not have sufficient credit or payment history with another REP. All REPs must offer customers deferred payment plans for bills that are due during an extreme weather emergency and to customers who have been under-billed in the amount of \$50.00 or more. A deferred payment plan may include a 5% penalty for late payment; however, the POLR may not charge a late fee to customers with an annual peak demand of less than 50 kW. REPs must also offer level or average payment plans to customers who are not currently delinquent in payment to the REP. If you do not fulfill the terms of the payment arrangement, deferred payment plan, or the level or average payment plan, your REP may disconnect your service as discussed in the "Disconnection of Service" section of this document. For additional details on these programs, please see your Terms of Service document or contact Simple Power for more information.

Payment Assistance Programs and Other Arrangements: Your REP has a bill payment assistance program for the benefit of qualified residential customers. On your bill, your REP will offer you an opportunity to voluntarily contribute to this program. You may also request and obtain additional information about whether you qualify for any of your REP's payment plans such as payments via automated bank draft, low-income energy assistance rate reduction programs (such as LITE-UP Texas), disconnection moratoriums for the ill, and of the eligibility requirements and procedures for applying for each.

Meter Reading & Testing: If you would like information on how to read your meter please contact the TDSP in your area for instructions. If you feel your meter is not operating correctly, please contact Simple Power to request a meter test. You have the right to request a meter test once every four years at no cost to you. If you request your meter to be tested more than once every four years, and the meter is determined to function correctly, then you may be charged a fee for the additional meter test(s) pursuant to the TDSPs' tariffs.

Disconnection Issues

Disconnection of Service: The PUCT has provided that under certain dangerous circumstances (such as unsafe electric line situations) any REP, including the Provider of Last Resort ("POLR"), may authorize your Transmission and Distribution Provider ("TDSP") to disconnect your electric service without prior notice to you. Additionally, the PUCT will allow your REP to request the disconnection of your electric service for any of these reasons: (1) failure to pay a bill owed to the REP or to make a deferred payment arrangement by the date of disconnection; (2) failure to comply with the terms of a deferred payment arrangement or other payment agreement made with the REP; (3) using service in a manner that interferes with the service of others or the operation of nonstandard equipment; (4) failure to pay a deposit required by the REP; or (5) failure of a guarantor to pay the amount guaranteed when the REP has a written agreement, signed by the guarantor, which allows for disconnection of your service. Prior to disconnecting your service, your REP must provide you with a written disconnect notice. This notice must be mailed to you separately (or hand-delivered) no earlier than the first day after the date your bill is due. The disconnection date must be 10 days from the date the notice is issued and may not fall on a holiday or weekend (or the day preceding) unless the REP's personnel are available to take payments and service can be reconnected. Please contact Simple Power immediately if you feel your service is being (or has been) wrongfully disconnected.

Service Protections: Simple Power will not disconnect your electric service for:

- delinquency of payment by a previous occupant
- failure to pay charges not related to electric service
- failure to pay for a different class of electric service
- failure to pay an under-billing more than 6 months old, other than for theft of service
- failure to pay a disputed charge until a determination as to the accuracy is made
- failure to pay an under-billing due to faulty metering, unless there has been meter tampering
- failure to pay certain estimated bills

Simple Power will not disconnect a customer's service for nonpayment during an extreme weather emergency, or on holidays or weekends, except on request. Simple Power will not disconnect for non-payment if you've informed the REP or the TDSP, prior to the disconnection date stated on the notice of disconnection, that you or another resident on the premises has a critical need for electrical service. However, to obtain this critical care exemption, you must enter into a deferred payment plan with your REP and have the ill-person's attending physician contact the REP 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 63 days and may be applied for again after the 63 days has expired and the deferred payment plan has been fulfilled. No REP will abandon a customer without advance written notice, or when an energy assistance provider is forwarding payment for a delinquent account. Disconnection of service by the Affiliated Retail Electric Provider ("AREP") is subject to similar restrictions. All bills are due and payable 16 days after they are sent to you. If we do not receive your payment within the 16 days, we will communicate a notice reminding you that we need to have your payment within ten (10) days or we will disconnect your service. If you need assistance paying your bill by the bill due date, or you are ill and unable to pay your bill, you may be able to make an

alternate payment arrangement, establish a deferred payment plan, or possibly secure payment assistance. Please contact Simple Power for more information.

Restoration of Service: If your service has been disconnected by your REP for non-payment, your REP or the POLR will, upon satisfactory correction of the reasons for the disconnection, 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 your REP or the POLR that you have corrected the dangerous situation.

Availability of POLR: If your electricity service is terminated, you may obtain services from another REP or the POLR. If your REP terminates your service for any other reason than for non-payment of electric service charges, you may request service from the POLR in your service area. The POLR offers a basic, standard retail service package at a fixed, non-discountable rate. Information about the POLR and other REPs can be obtained from the PUCT or the POLR.

Disputes

Privacy Rights: Simple Power will not release proprietary customer information except as authorized under the law. The PUCT has authorized the release of proprietary customer information to law enforcement agencies, energy assistance agencies, collection and credit reporting agencies, utilities, and the PUCT.

Billing Questions or Disputes: Please contact us if you have specific comments, questions, complaints, bill questions, or if you feel your bill is incorrect, by calling a Simple Power Customer Care Representative or emailing care@simplepower.com. Simple Power will investigate and notify you of the results within 21 days. If you are not satisfied with our attempt to resolve the problem, you may file a complaint with our company and request a Simple Power supervisory review. If we fail to resolve your dispute, it is your right to file a complaint with the PUCT. For a PUC complaint, please include sufficient information to identify you and the REP about which the complaint is made and describe the issue specifically. The following information should be included in the complaint: (i) the account holder's name, billing and service addresses, and telephone number; (ii) the name of the REP or aggregator; (iii) the account number or electric service identifier (ESI-ID); (iv) an explanation of the facts relevant to the complaint; (v) your requested resolution; and (vi) any documentation that supports the complaint, including copies of bills or terms of service documents. For a complaint involving a disputed bill, Simple Power will not initiate collection activities or termination or disconnection activities or report the delinquency to a consumer reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, Simple Power may disconnect your service for non-payment of any undisputed portion of the bill.

Other Protections

Special Services: Your REP 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 Simple Power 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, your REP will provide to you a standardized Critical Care Eligibility Determination Form, which you must complete and return to your REP. 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 results of this appeal, the customer may file a complaint with the PUCT. If approved, the designation is valid for one year, and your REP will send you a renewal application prior to the expiration of your designation. Qualification as a critical care residential customer does not relieve the customer of the obligation to pay the REP or the TDSP for services rendered. However, a critical care residential customer who needs payment assistance is encouraged to contact their REP or TDSP immediately regarding possible deferred payment options or other assistance that may be offered by the REP or TDSP.

Deposit Requirement Waiver: Please let us know if you (i) are 65 years of age or older and you are not currently delinquent in payment of any electric service account, or (ii) have been determined to be a victim of family violence (as defined in Texas Family Code § 71.004) by a family violence center (as defined in Texas Human Resources Code § 51.002), by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation as it may be possible for you to obtain electric service from Simple Power without a deposit.

Este documento resume sus Derechos como Cliente, y está basado en las reglas de protección al cliente adoptadas por la Comisión de Utilidades Públicas de Texas (PUCT). Estas reglas se aplican a todos los proveedores de electricidad al por menor (REP) y al proveedor de último recurso (POLR), a no ser que se especifique de otra manera. Usted puede ver las reglas de la PUC en la www.puc.state.tx.us/rules/subrules/electric.

Disponibilidad de Idioma: For information in English please call Simple Power at 888-TX-SIMPLE (888-897-4675), or on the internet at - www.simplepower.net. Simple Power will provide information in English upon request.

Contactos Simple Power

Internet:	www.simplepower.net	Fax (gratis):	888-897-4699
Correo Electrónico:	care@simplepower.net		
Teléfono (gratis):	888-TX-SIMPLE (888-897-4675) (lunes-viernes, 9 a.m. - 6 p.m., hora central, excluyendo días festivos)	Correo:	8127 Mesa Dr. B206-342 Austin, TX 78759

Public Utility Commission of Texas (PUCT)

Teléfono:	888.782.8477 (TTY 800.735.2988)	Correo:	Customer Protection Division P.O. Box 13326 Austin, TX 78711-3326
Correo Electrónico:	customer@puc.state.tx.us		

Para Fallas y Urgencias, las 24 Horas, 7 Días de la Semana:
Territorio de Servicio CENTERPOINT: 1-800-332-7143
Territorio de Servicio ONCOR: 1-888-313-4747
Territorio de Servicio AEP: 1-866-223-8508
Territorio de Servicio TNMP: 1-888-866-7456
Territorio de Servicio SHARYLAND: 1-956-668-9551

Problemas de Servicio

Slamming: El cambio de su proveedor de servicio sin su autorización se conoce como “Slamming” y es ilegal. Un REP debe obtener tu autorización verificable antes de cambiar su servicio eléctrico. Si usted piensa que su servicio eléctrico ha sido cambiado sin su autorización, debe pedirle al REP que le proporcione una copia de su autorización y verificación. El REP debe proporcionarle esta información dentro de 5 días hábiles de su solicitud. Si no está satisfecho con su respuesta, usted también puede someter una queja a la PUC a la dirección aquí proporcionada. Si no desea recibir llamadas de solicitud de los REP, debe comunicarse con la PUCT para agregar su nombre a la lista estatal de “No Llamar por Electricidad.”

Cancelación de Servicio: Usted puede cancelar su servicio en cualquier momento sin multa por cancelación si usted tiene un plan de tarifa variable de mes a mes. Si usted tiene un plan de tarifa fija, puede incurrir una multa por cancelación. Favor de ver su Calcomanía de Datos sobre la Electricidad y sus Condiciones de Servicio para mayores informes.

Problemas de Factura

Cargos No Autorizados o “Cramming”: Antes de incluir cualquier cargo nuevo en su cuenta de electricidad, su REP debe informarle del producto o servicio, todos los cargos relacionados, cómo aparecerán estos cargos en su cuenta, y debe obtener su consentimiento de aceptar estos productos o servicios. Su REP debe proporcionar un teléfono gratuito y una dirección que usted puede utilizar para resolver cualquier disputa de cargo o para hacer preguntas acerca de su cuenta. Si usted piensa que su cuenta de luz contiene cargos no autorizados, puede comunicarse con su REP para disputar dichos cargos. Después de exhaustar los procedimientos internos de resolución de quejas de su REP (como aparecen abajo), usted puede poner una queja con la PUCT si no está satisfecho. Su REP no intentará desconectar su servicio eléctrico por falta de pago de un cargo no autorizado, ni hará un reporte negativo a las agencias de crédito por los pagos que se aleguen de buena fe, a no ser que su disputa se resuelva en contra de usted. Si se determina que los cargos no están autorizados, su REP dejará de cobrarle por el servicio o productor no autorizado, removerá el cargo no autorizado de su cuenta, y le regresará o le dará crédito por todo el dinero que pagó por los cargos no autorizados dentro de 45 días. Si los cargos no se le devuelven o no recibe crédito dentro de 3 ciclos de cobro, se le pagará interés a una tarifa anual establecida por la PUCT sobre la cantidad del cargo no autorizado, hasta que se le haya pagado o reciba crédito por el monto total. Usted puede pedir copias de los archivos de cobranza bajo el control del REP, relacionados a los cargos no autorizados dentro 15 días después de que ese cargo sea removido de su cuenta. Su REP no le volverá a cobrar por cualquier cargo que haya sido no autorizado.

Pagos Postergados y otros Planes de Pago: Si usted no puede pagar su cuenta, favor de llamarle a Simple Power inmediatamente. Su REP le puede ofrecer un plan de pago a corto plazo que le permita pagar su cuenta después de la fecha de vencimiento, pero antes de la fecha de vencimiento de su próxima cuenta. Además, usted puede cualificar para un “plan de pago postergado.” Un plan de pago postergado le permite pagar una cuenta atrasada en abonos, más allá de la fecha de vencimiento de su próxima cuenta. Su REP puede requerir un pago adicional para iniciar este arreglo. Simple Power tiene la obligación de ofrecerle el plan de pago postergado, a no ser que usted haya recibido más de 2 avisos de cancelación de servicio durante los últimos 12 meses, o que usted haya sido cliente de Simple Power por menos de 3 meses y que no tenga suficiente historial de pago o crédito con otro REP. Todos REP tienen la obligación de ofrecerles a sus clientes planes de pago postergado para cuentas que caducan durante una emergencia de clima extremo, y a clientes que hayan recibido cuentas con \$50 o más de menos cargo por error. Un plan de pago postergado puede llevar consigo una multa de un 5% por pago tardío; sin embargo, el POLR no puede cobrarles esta multa a los clientes que tengan un uso máximo anual de menos de 50 kW. Un REP también tiene la obligación de ofrecer planes nivelados o promediados a clientes que no tienen delincuencias de pago con el REP. Si usted no reúne las condiciones de un plan de pago, plan de pago postergado, o plan nivelado o promediado, su REP puede desconectar su servicio como se estipula en la sección de “Cancelación de Servicio” en este documento. Para mayores informes sobre estos programas, favor de ver su documento de Condiciones de Servicio o comuníquese con Simple Power para más información.

Planes de Asistencia de Pago y Otros Arreglos: Su REP tiene un programa de asistencia de pago como apoyo a los clientes residenciales que cualifiquen. En su cuenta, su REP le dará la oportunidad de contribuir voluntariamente a este programa. También puede pedir y recibir información adicional para ver si califica para planes de pago de su REP, como pagos por giro bancario automático, asistencia de tarifas reducidas por bajo ingreso (como el programa LITE-UP Texas), moratoria sobre desconexión para personas enfermas, y los requisitos de elegibilidad y procedimientos de solicitud de cada programa.

Registro y Prueba de su Medidor: Si le gustaría información sobre cómo leer su medidor, favor de comunicarse con la TDSP de su área para mayores informes. Si piensa que su medidor no está funcionando correctamente, favor de comunicarse con Simple Power para pedir una prueba de éste. Usted tiene el derecho de pedir una prueba de su medidor cada cuatro años sin costo alguno. Si usted pide una prueba de su medidor más de cada cuatro años, y se determina que el medidor está funcionando normalmente, se le puede cobrar una tarifa por la prueba adicional del medidor, según las tarifas de su TDSP.

Temas de Desconexión

Desconexión de Servicio: La PUCT ha estipulado que bajo ciertas circunstancias peligrosas (como situaciones de peligro con los cables eléctricos), cualquier REP, incluyendo el proveedor de último (“POLR”), puede autorizarle a su Proveedor de Transmisión y Distribución que desconecte su servicio de luz, sin aviso previo. Además, la PUCT le permitirá a su REP que pida la desconexión de su servicio eléctrico por cualquiera de las siguientes razones: (1) incumplimiento de pago de una cuenta debida al REP o de hacer un arreglo de pago diferido antes de la fecha de desconexión; (2) falla en el cumplimiento de los términos de un arreglo de pago diferido u otro arreglo de pago hecho con el REP. (3) el uso del servicio de manera que interfiera con el servicio de otros o la operación de equipo no estandarizado (4) falta de pago de un depósito requerido por el REP; (5) falla de un garante de pagar a cantidad garantizada cuando el REP tiene un acuerdo en escrito, firmado por el garante, que permite la desconexión de su servicio. Antes de desconectar su servicio, su REP le tiene que proporcionar un aviso de desconexión en escrito. Este aviso tiene que ser enviado por separado, o entregado en persona, no antes del primer día después de que vence su cuenta. La fecha de desconexión tiene que ser por lo menos diez días después de la fecha del aviso, y no puede caer en día festivo ni fin de semana (ni el día antes) a no ser que los representantes del REP estén disponibles para recibir el pago y el servicio se pueda reconectar. Favor de comunicarse con Simple Power inmediatamente si piensa que su servicio ha sido injustamente desconectado.

Protección de Servicio: Simple Power no desconectará su servicio eléctrico por las siguientes razones:

- Delincuencia de pago por cliente anterior
- Falta de pago de cargos no relacionados al servicio eléctrico.
- Falta de pago de otra clase de servicio eléctrico
- Falta de pago de un menos-cobro de más de 6 meses, que no sea por robo de servicio
- Falta de pago de un cargo disputado hasta que se aclare la situación
- Falta de pago de un menos-cobro debido a problemas con el medidor, que no sea por alteración de éste
- Falta de pago de ciertas cuentas aproximadas

Simple Power no desconectará el servicio de un cliente por falta de pago durante una emergencia de clima, en días festivos ni en fines de semana, excepto que así lo pida el cliente. Simple Power no desconectará por falta de pago si usted le ha avisado al REP o a la TDSP, antes de la fecha de desconexión especificada en el aviso de desconexión, que usted u otro cliente en el local tienen necesidad crítica de servicio. Sin embargo, para obtener esta exención de cuidado crítico, debe someterse a un plan de pago diferido con su REP, y el médico del enfermo debe comunicarse con el REP y proporcionar una declaración, en escrito, de que el servicio eléctrico es necesario para sostener la vida del cliente. Esta exención de desconexión, debido a enfermedad o incapacidad, permanecerá en efecto por 63 días, y mientras se cumplan las condiciones del plan de pago diferido. Ningún REP abandonará a un cliente sin el aviso

previo, en escrito, ni cuando un proveedor de asistencia urgente esté enviando un pago por una cuenta delinciente. La desconexión de servicio por el Proveedor Afiliado de Electricidad al Por Menor (“AREP”) es sujeto a restricciones similares. Todas las cuentas se vencen y son pagables 16 días después de ser enviadas al cliente. Si no recibimos su pago dentro de los 16 días, se le enviará un aviso recordándole que necesitamos su pago dentro de diez (10) días o será desconectado su servicio. Si necesita ayuda para pagar su cuenta para la fecha de vencimiento, o si está enfermo y no puede pagar su cuenta, usted puede hacer un plan de pago alterno, establecer un plan de pago diferido, o posiblemente conseguir ayuda para el pago. Favor de comunicarse con Simple Power para más información.

Restauración de Servicio: Si su REP ha desconectado su servicio ha por falta de pago, su REP o POLR notificará a su TDSP que conecte de nuevo su servicio, siempre y cuando se hayan corregido las situaciones por desconexión. Si su servicio fue desconectado por una situación peligrosa, su servicio será reconectado en cuando usted le demuestre a su REP o a la POLR que se ha corregido la situación peligrosa.

Disponibilidad de un POLR: Si su servicio eléctrico es desconectado, usted podrá obtener servicios con otro REP o POLR. Si el REP cancela su servicio por cualquier razón que no sea falta de pago, usted puede pedir servicio con el POLR de su área de servicio. El POLR ofrece un servicio básico al por menor, a un precio fijo, sin descuento. Información sobre el POLR y otros REP está disponible con el PUCT o el POLR.

Disputas

Derechos de Privacidad: Simple Power no dará a una tercer persona ninguna información propietaria de cliente excepto como sea permitido bajo la ley. La PUCT ha autorizado la entrega de información propietaria de cliente a agencias de legales, de asistencia para la energía, de colección y agencias de reporte de crédito, utilidades y la PUCT.

Preguntas o Disputas en Relación a su Cuenta: Favor de comunicarse con nosotros si tiene alguna pregunta, comentario, pregunta acerca de su cuenta, o si piensa que su cuenta está equivocada, llamando a Servicio al Cliente de Simple Power o enviando un correo electrónico a care@simplepower.net. Simple Power investigará y le responderá con los resultados dentro de 21 días. Si no está satisfecho con nuestro intento de resolución del problema, puede poner una queja con nuestra empresa y pedir una encuesta por supervisor de Simple Power. Si aún no resolvemos su disputa, usted tiene el derecho de poner una queja con la PUCT. Para la queja con la PUCT, por favor incluya suficiente información para identificarse usted y al REP acerca del quien se está quejando, y describa detalladamente el problema. La siguiente información debe ser incluida en la queja: (i) el nombre del tenedor de la cuenta, las direcciones de servicio y cobro, y el número de teléfono; (ii) el nombre del REP o del agregador; (iii) el número de cuenta o identificador de servicio eléctrico (ESI-ID); (iv) una explicación de los hechos relacionados a la queja; (v) la resolución que usted pide; y (vi) cualquier documentación que soporta la queja, incluyendo copias de cuentas o documentos de condiciones de servicio. Para una queja relacionada a una disputa de cuenta, Simple Power no iniciará actividades de colección, terminación o desconectado, ni reportará la delincuencia a una agencia de reportes de consumidor con respecto a parte disputada de la cuenta. Sin embargo, si después de notificación adecuada, Simple Power puede desconectar su servicio por falta de pago de cualquier parte de la cuenta que no está disputada.

Otras Protecciones

Servicios Especiales: Su REP les podrá ofrecer servicios especiales a las personas con menoscabo auditivo, y a las personas con menoscabo físico. Si usted tiene una incapacidad o requiere ayuda especial con su cuenta de la luz, favor de comunicarse con Simple Power para informarse sobre cómo calificar para estos servicios especiales.

Cuidado Crítico: Si la interrupción o suspensión de servicio eléctrico pudiera causar una condición peligrosa o podría poner en peligro su vida, usted puede calificar como un cliente de “cuidado crítico.” A petición, su REP le proporcionará un formulario de Determinación de Elegibilidad de Cuidado Crítico que usted debe llenar y regresar a su REP. La solicitud de cuidado crítico es evaluada y aprobada por el TDSP; sin embargo, un cliente puede apelar la determinación de cuidado crítico con la TDSP. Si no está satisfecho con los resultados de la apelación, el cliente puede poner una queja con la PUCT. Si es aprobada la solicitud, tendrá vigencia por un año, y su REP le enviará una solicitud de renovación antes del vencimiento de su designación. El calificar como cliente residencial de cuidado crítico no absuelve al cliente de la responsabilidad de pagarle al REP o al TDSP por servicios proporcionados. Sin embargo, un cliente de cuidado crítico que necesita asistencia de pago puede comunicarse con su REP o TDSP inmediatamente para investigar la posibilidad de opciones de pago diferido u otra asistencia que pueda estar disponible por medio del REP o el TDSP.

Liberación de Requisito de Depósito: Por favor déjenos saber si usted (i) tiene 65 años de edad o más y no tiene delincuencias de pago en ninguna cuenta de servicio eléctrico, o (ii) si ha sido identificado como víctima de violencia familiar (como se define en el Código Familiar de Texas § 71.004) por un centro de violencia familiar (como se define en el Código de Recursos Humanos de Texas § 51.002), por personal de tratamiento médico, personal policiaco, por la oficina del Fiscal General, o por un cesionario de la Fundación de Acceso Igual a la Justicia de Texas, ya que usted podría obtener servicio eléctrico con Simple Power sin depósito.