

**Electricity Facts Label (EFL)**  
**Simple Power - Simple 1 Pure Green Promo**

1 September 2010


Electricity price	Average price per kWh	Average Monthly Use		
		500kWh	1,000kWh	2,000kWh
	AEP Central	9.7¢	9.7¢	9.7¢
	AEP North	9.3¢	9.3¢	9.3¢
	Centerpoint	9.4¢	9.4¢	9.4¢
	Oncor	8.6¢	8.6¢	8.6¢
	Sharyland	9.6¢	9.6¢	9.6¢
	TNMP	8.6¢	8.6¢	8.6¢

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 Simple Power. Please review the historical price of this product available at [care@simplepower.com](mailto:care@simplepower.com), 1-888-TX-SIMPLE (888-897-4675) or [http://www.simplepower.com/en/customer\\_historical\\_rates.aspx](http://www.simplepower.com/en/customer_historical_rates.aspx).

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

Type of Product	Variable
Contract Term	Month-to-Month
Do I have a termination fee or any fees associated with terminating service?	No
Can my price change during contract period?	Yes
If my price can change, how will it change, and by how much?	This price is guaranteed for the first billing cycle, after which the rate will be the variable price of the standard Simple 1 plan as published on Simple Power's website, <a href="http://www.simplepower.com/en/customer_historical_rates.aspx">http://www.simplepower.com/en/customer_historical_rates.aspx</a> .
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	100% renewable
The statewide average for renewable content is:	6.1% renewable

**Disclosure Chart**



[care@simplepower.com](mailto:care@simplepower.com)  
[www.simplepower.com](http://www.simplepower.com)

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

8127 Mesa Dr. B206-342  
 Austin TX 78759

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

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 1 Promo has no monthly fee. Simple 1 is a variable price plan and the price may change monthly. This price disclosure is an example based on average service prices — your average price for electric service will vary according to your usage and future monthly changes to the standard Simple 1 variable price.

**Terms of Service****Simple 1 Promo - 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](http://www.puc.state.tx.us)). You will be notified if you are denied service under one of these provisions.

**Term and Renewal** – Your service will be provided on a month-to-month basis until terminated either by you or Simple Power. Your service under this Agreement will begin on a date determined by your TDSP (unless you require new service). Simple Power is not liable for, nor is it able to commit to, an exact date for the commencement of service with Simple Power. At the end of the "Promo" month period, this plan will automatically revert to the Standard Variable pricing plan. There is no minimum term and no penalty for canceling this Agreement. Please provide Simple Power with written or verbal notice of your intent to terminate this Agreement and your forwarding address, if applicable. In order to ensure timely processing at least ten (10) business days advance notice is required. Simple Power reserves the right to terminate this Agreement at any time without penalty to you or to Simple Power in response to changing market conditions.

**Credit and deposits** – If you cannot demonstrate satisfactory credit as defined in Substantive Rule 25.478 of the PUCT rules ([www.puc.state.tx.us](http://www.puc.state.tx.us)), Simple Power may require a deposit from you. If a deposit is required, the amount shall not exceed the greater of either the sum of your estimated billings for the next two months or one-fifth of your estimated annual billing. Simple Power may require an additional deposit from you once you are an existing customer if a disconnection notice has been issued in the previous twelve (12) months, and/or if your average actual billings over the previous twelve (12) months are at least twice the amount of the originally estimated annual billings. Your service may be disconnected if a deposit is not paid within ten (10) calendar days of the date of the request for deposit. Simple Power will apply any cash deposit held on your behalf plus any accrued interest (calculated at the PUCT-approved rate) to the outstanding balance on your final bill, or to your current balance when you have paid bills for service for twelve (12) consecutive months without having any late payments.

Customers that are 65 or over, medically indigent, or are the victims of family violence and can provide a certification letter by the Texas Council on Family Violence may not be required to pay a deposit. Customers who qualify for rate reduction programs who are required to pay a deposit over \$50 may pay the deposit in two equal installments. Please contact Simple Power or the PUCT for more information about deposit requirements and establishment of satisfactory credit.

**Pricing** – The promotional month-to-month electricity rate is for new customers enrolling for the first time. This rate will transition to a variable rate at the end of the “Promo” month period. Current variable rates for service are published on Simple Power’s website, [www.simplepower.com](http://www.simplepower.com). This pricing includes all recurring TDSP charges for the delivery of electricity and other related fees allowed to be charged by the PUCT or the Electric Reliability Council of Texas (“ERCOT”); your price will increase if the TDSP increases its charges for the delivery of your electricity. Increases in the TDSP charges are regulated by the PUCT and are not controlled by Simple Power. This price does not include taxes. Simple Power may adjust your pricing without further notice to you, but not more than once per month.

In addition to the current pricing for your service described above, you are required to pay nonrecurring fees (e. g. service connection fee, meter test fee or special meter reading fee, move-in fee or switch fee) specified by the TDSP. All nonrecurring fees may appear as a separate line item on your invoice. You agree to pay such adjustments and nonrecurring fees as shown on the Invoice. In the event that the PUCT permits any changes in fees charged by the TDSP, or if ERCOT permits any changes, increases, or adds new fees to the fees, Simple Power has the right to adjust the price per kWh accordingly with or without advance notice. In the event that there is a change in the terms of this Agreement between the time you enroll for service and the time that your enrollment is actually processed by Simple Power, Simple Power reserves the right to deny service under these Terms of Service.

**Fee Disclosures** – the following summarizes other fees that you may be charged:

- Late fees 5% of the amount past due
- Payments returned or dishonored \$25 per occurrence
- Disconnection notice \$22 per occurrence
- Collection fees 35% of past due amount turned over to collections agent
- Attorney’s fees Reasonable and customary fees and expenses

**Billing & Payment** - You will receive a monthly bill from Simple Power. The monthly bill will be due and payable in full within sixteen (16) calendar days of the date of the bill. If your monthly bill is not paid by the due date, you may be assessed a late fee of an additional five percent (5%) of the amount past due for that monthly bill. You will be charged a \$25 fee for payments returned or dishonored. Simple Power may be required to use estimated meter readings to generate bills in the event that an error or omission in the monthly meter reading exists. If your bill is based on an estimated meter reading, it will be noted on your bill. You agree to pay the amounts shown on the invoice from Simple Power in a timely manner according to these Terms of Service.

**Payment Plans** - Simple Power has a variety of bill payment options which may be available in your area, such as auto pay and balanced billing. For more details, please visit [www.simplepower.com](http://www.simplepower.com) or call us at the numbers listed above. Significant discounting may be available to qualifying low-income households through 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, you can call the program administrator at (866) 4-LITE-UP. (866-454-8387).

**Customer Assistance Programs** - Simple Power will offer each customer the opportunity to contribute voluntarily to a bill payment assistance program for qualified residential customers.

**Termination / Disconnection for non-payment** - If you do not pay your bill by its due date, Simple Power reserves the right to terminate this agreement and authorize disconnection of your service upon ten (10) calendar days' notice of our intention to do so. Issuance of a Disconnection Notice will generate administrative termination charges up to \$22 regardless of whether your service is disconnected. These fees are in addition to those disconnection and reconnection fees that may be assessed by your TDSP. Cancellation or termination of this Agreement does not excuse your obligation to pay all outstanding invoice amounts.

**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](mailto: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](mailto:customer@puc.state.tx.us); website: [www.puc.state.tx.us](http://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. Simple Power may terminate your service without penalty in response to changing market conditions upon proper notice. Such notice may be provided either in your invoice or in a separate mailing.

**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.