



## Smart Meter Plan

Certificate No.: 10137  
[www.acaciaenergy.com](http://www.acaciaenergy.com)  
1 (877) 997-2946  
(8am-4pm M-F, 9am-1pm Sat CPT)  
4853 Woodpecker Street • Houston, TX 77035  
support@acaciaenergy.com

# Terms of Service

**Welcome to Acacia Energy!** This Terms of Service document is for Acacia Energy LLC's "Smart Meter Plan," a Variable Price Product, and along with your Electricity Facts Label, explains your rights and responsibilities regarding electricity service, as well as our rights and responsibility to you. As your Retail Electric Provider (REP), we arrange with your regional transmission and distribution company for electricity to be delivered to your home or business. If you ever have any questions regarding your electricity service, please do not hesitate to contact us. Enrollment on this product requires that the customer have an advanced meter that has been installed by their transmission and distribution company. **Customers who are Chronic Condition Residential Customers or Critical Care Residential Customers cannot enroll for service on this product, or remain on this product if they obtain this status subsequent to enrollment. Please contact us to discuss other product options.**

**Term of Our Agreement.** Your initial term of service with Acacia Energy will begin on the date on which the first reading of your meter is provided to Acacia Energy OR Acacia Energy has been confirmed as your Retail Energy Provider by ERCOT and will last until the prepaid kWh hour amount purchased by you has been depleted. Our Agreement will automatically renew after each prepayment has been made to your account for electric service. Your account will be disconnected upon, or if your account reaches a zero kWh balance.

**Pricing.** The kilowatt per hour rate you pay depends on the product for which you signed up. See your Electricity Facts Label (EFL) for your specific product information. You will also be charged a daily account management fee (also known as a Base Charge). You will also be charged a daily TDSP per meter fee. See your EFL for the amount of these fees. The prices shown on the EFL include all other recurring applicable energy, transmission, and distribution charges, but do not include non-recurring fees or applicable taxes. The price per kWh shown on the EFL are subject to change each time the agreement is renewed and may change because of market changes in applicable transmission and distribution charges, generation fuel prices, and applicable taxes.

**Non-Recurring Fees.** Please see exhibit 1, Non-Recurring Fees and Charges, for a full listing of non-recurring fees that may be charged by Acacia Energy. This exhibit also identifies the more common TDSP non-recurring fees and charges that you will also be charged. Acacia Energy also reserves the right to pass through any other fees assessed to Acacia Energy by third parties (including, but not limited to, ERCOT, the PUCT, or your regional transmission and distribution company) to service the account..

**Right of Recession.** For switch requests, until midnight on the third federal business day after you receive this Terms of Service, you have the unconditional right to rescind this Agreement without penalty or fee of any kind. The right of rescission does not apply if you are requesting a move-in. To rescind, contact us, through any of the methods listed above, before the deadline with the following: (1) your name; (2) account number; (3) the address of the service location; and (4) a statement that you are cancelling under the three-day right of rescission.

**Method of Communicating Information to You.** You will receive required information (including this Terms of Service document, the Electricity Facts Label, the Your Rights as a Customer document, the Prepay Disclosure Statement, and account balance notifications via the method you chose at enrollment (either text message or email). Documents provided via this method will be conveyed as hyperlinks in the text of the communication. It is your responsibility to ensure that your chosen notification method is maintained during the duration of your service with us. If you would like to receive a copy of these documents via U.S. Mail, please contact us.

**Billing and Payment; Late Fees; NSF fees.** You will not receive a monthly bill from Acacia Energy for AMS electric service. You will receive an electronic notification via the method you chose at enrollment (either text message or email) within 3 days prior to your kWh balance going to 50 kWh. Your current balance will be charged a \$25 fee for payments returned for: (1) insufficient funds; (2) a lack of available credit; (3) rejected credit card transactions; or (4) any other reasons for bank returns. Any check or electronic transfer returned by a bank for insufficient or unavailable funds will be treated as if we received no payment at all. If you have two or more returned payments in 12 months, you must pay us by money order or in cash. We are not responsible for notifying you of bounced checks or returned electronic payments. You have the right to request a Summary of Usage and Payment (SUP) which will be provided within three business days of request. SUPs will be provided within one business day of request, free of charge, when requested by an Energy Assistance Agency. The SUP will be delivered via your preferred method of communication or via U.S. Mail at your request. The SUP will cover the most recent 12 calendar months or the length of your service with us (if you have received service from us for less than 12 months). We may use consumer reporting agencies to report and retrieve your credit information or that of any other responsible person. We may also use debt collection agencies to collect any outstanding balances on your account. We, or anyone acting on our behalf, reserve the right to assess and collect from you, as a current or former customer, or other responsible persons any and all costs, fees or charges related to the collection of delinquent balances, including but not limited to commissions, costs, fees and attorney's fees incurred when recovering outstanding balances through the use of any collection agency or an attorney.

**Alternate payment arrangements, payment assistance, and low income discounts.** – Acacia Energy offers discounted electrical service to customers that qualify for the LITE-UP Texas Program for low-income individuals to reduce the monthly cost of electrical service during certain



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months (typically July through September of each calendar year). Qualified customers will automatically receive a discounted rate for energy consumption during these periods. Contact us for more information. You will receive an annual notification of how to make a donation to our Bill Payment Assistance Fund when you receive your annual copy of Your Rights as a Customer (YRAC). At your request or the request of an assistance agency, we will provide you with your recent usage and payment history. Should you need assistance paying for your electricity, contact 211 for a list of assistance agencies. We will work with these agencies, as necessary to assist you in maintaining your electric service.

We reserve the right to correct any missing or erroneous customer charges and/or credits that may arise as a result of (1) TDU meter errors (2) miscalculations of taxes (3) errors in payment postings or (4) other errors and omissions. These errors, herein referred to as an underbilling, will be reflected on your customer account as an arrears balance due and will be payable over time as part of future revaluation transactions. If this arrearage is greater than \$50, you may establish a deferred payment plan as described below.

**Deferred Payment Plans:** Acacia Energy offers a Deferred Payment Plan which allows a residential customer to pay an outstanding balance in installments over a period of time. To enroll in a Deferred Payment Plan we may require from you an initial payment of 50% of the outstanding balance on your account and for the remaining balance to be paid over five billing cycles; or than no more than 50% of each transaction amount be applied towards the deferred payment plan. Your service may be terminated and disconnected if you do not meet the terms of the Deferred Payment Plan issued to you. You may request a deferred payment plan if your current balance reflects a negative balance of \$50 or more during an extreme weather emergency as long as you make this request within one business day after the weather emergency has ended; during governor-declared disasters as directed by the Public Utility Commission; or if you have been underbilled by \$50 or more. If you are on a deferred payment plan, your account will be subject to a switch-hold. A switch-hold means that you will not be able to buy electricity from other companies until you pay the total deferred balance. The switch-hold will be removed after your deferred balance is paid. While a switch-hold applies, if you are disconnected for not paying, you will need to pay us to get your electricity turned back on.

**Collections.** We may collect any outstanding debts related to your account, including amounts related to a Deferred Payment Plan or Prior Account Deferred Payment Plan if you do not honor the terms of each plan. We may use debt collection agencies to collect any outstanding balances on your account. We, or anyone acting on our behalf, reserve the right to assess and collect from you, as a current or former customer, or other responsible persons any and all costs, fees or charges related to the collection of delinquent balances, including but not limited to commissions, costs, fees and attorney's fees incurred when recovering outstanding balances through the use of any collection agency or an attorney.

**Refunds.** In the event you cancel or otherwise discontinue service with Acacia and are owed a refund, we will refund such monies within 10 business days after we receive the final bill and final meter read from your transmission and distribution company. Please note that there will be a \$2.50 Refund Check Fee for all refund checks mailed to you which will be automatically deducted from your Closeout Balance prior to issuing you a refund.

**Disconnection for Non-Payment.** Acacia Energy has the right to disconnect your service in the event that you fail to make a proper payment and your account reaches a zero kWh balance.

**Dispute Resolution and Complaints.** In the event that you have a complaint regarding your electricity service, or you would like to dispute a charge to your bill, simply contact Acacia Energy the contact information above.

**Acacia Energy's Right to Cancel Your Service.** Acacia Energy has the right to terminate your service if you do not pre pay for additional electric service and your account balance of kWh has been depleted, or you attempt theft of service, tamper with or bypass metering equipment, or reconnect service without authority.

**Material Changes in Terms of Service.** Acacia Energy will notify you at least 14 days prior to a material change in its Terms of Service. This may be provided with your bill or in a separate mailing. If the material change does not favor you, and if the new terms are not acceptable to you, you may terminate the contract within 14 days from the date that the notice is sent to you and no termination penalty (if otherwise applicable) shall apply; a termination penalty may apply if action is taken after the 14 days have expired. Note that establishing service with another REP may take up to seven business days. You cannot terminate the agreement if the changes favor you or are mandated by the PUCT or other regulatory agency.

**Assignment; Release of Customer Information.** You may not assign this Agreement. By entering into this Agreement, you authorize your Local Distribution Utility to release all information to Acacia Energy that we need in order to provide you with electricity service including, but not limited to, your address, phone number, account number, historical usage information, and previous payment history.

**Refusal of Service.** We may refuse to provide you electric service for any of the reasons specified in §25.477 of the PUCT Substantive Rules (at <http://puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>).



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**Antidiscrimination.** Acacia Energy cannot 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 of a customer in a economically distressed geographic area, or qualification for low income or energy efficiency services. For residential customers, Acacia Energy cannot 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.

**Force Majeure.** Acacia Energy makes commercially reasonable efforts to secure electricity but does not guarantee a continuous supply of electrical energy. Acacia Energy does not generate, transmit, or distribute your electricity. Events that are outside the control of Acacia Energy ("Force Majeure Events") may result in interruptions or irregularities in your electric service. YOU AGREE THAT Acacia Energy WILL NOT BE HELD LIABLE FOR ANY INTERRUPTIONS OR IRREGULARITIES IN YOUR ELECTRIC SERVICE. YOU AGREE THAT Acacia Energy WILL NOT BE HELD LIABLE FOR ANY DAMAGES OR CONSEQUENCES RESULTING FROM SUCH FORCE MAJEURE EVENTS.

**Limitations of Liability.** LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY.

**Representations and Warranties.** Acacia Energy MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THESE TERMS OF SERVICE, AND Acacia Energy EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Entirety.** This Agreement, along with the Applicable Electricity Facts Label, the document entitled "Your Rights as a Customer" and your authorization to enroll, constitutes the entire agreement between Acacia Energy 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.