Certificate No.: 10137
www.nowpowertexas.com
1 (844) 669-7697
(8a-5p M-F, 9a-1p Sat, CPT)
P.O. Box 722377, Houston, TX 77272
support@nowpowertexas.com

Terms of Service

Welcome to Now Power! This Terms of Service document is for Brooklet Energy Distribution, LLC DBA Now Power's plans (See **Exhibit 2**), Variable Price Products, 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 utility (TDU) 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 Now Power will begin on the date on which the first reading of your meter is provided to Now Power OR Now Power 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 balance falls below the disconnect threshold.

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). 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. If you received a promotional energy credit as part of your initial enrollment, the promotional energy credit will be reversed (i.e. will not be treated as a payment on your account) if you terminate service with Now Power within 6 months of enrollment.

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 Now Power. This exhibit also identifies the more common TDU non-recurring fees and charges that you will also be charged. Now Power also reserves the right to pass through any other fees assessed to Now Power by third parties (including, but not limited to, ERCOT, the PUCT, or your regional transmission and distribution company) to service the account.

Promotional Credits. Promotional credits may be claimed by an existing Now Power customer (if offered) only once in any 6 month calendar period per ESI ID or customer. The 6 month calendar will reset if a new customer provides satisfactory proof to Now Power that they are new to the premise. Such proof may include a copy of the lease or mortgage closing documents, verifying that the customer is new to the premise.

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 Now Power 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 account balance dropping below the required disconnection balance. 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 email 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).

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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. – Now offers discounted electrical service to customers to reduce the monthly cost of electrical service during certain months (typically May 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 under billing, 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: Now Power 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 that 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 under billed 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 Now Power 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 Now Power and your close-out balance (net of all deductions) is $5 or greater, we will automatically refund your close-out balance 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 Refund Processing Charge of $2.95 for all refund checks mailed to you which will be automatically deducted from your account balance prior to issuing you a refund. Any energy credits provided by Now Power to the customer will also be reversed prior to calculating your close-out balance owed to the customer if the customer terminates their contract with Now Power within 6 months of becoming a Now Power customer. Any check issued to a customer that is not presented for payment within 60 days of issuance will be charged a cancellation fee of $35.00 and a stop payment may be issued on the check. If the refunded balance remains uncashed after 60 days of issuance, it will be subject to a monthly Customer Account Maintenance Fee of $9.95 until either the balance is depleted or the balance is re-issued at the request of the customer. If your close-out balance (net of all deductions) is $5 or less, you will need to contact us within 30 days in order to obtain your refund. Close-out balances that remain unclaimed after this time will be donated to an energy payment assistance agency of our choice.

Disconnection for Non-Payment. Now Power has the right to initiate disconnection of your service in the event that you fail to make a proper payment and your current account balance falls below the disconnection balance stated in the Prepay Disclosure Statement.

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 Now Power the contact information above. If customer service does not resolve your issue satisfactorily you can contact the Now Power's Corporate Customer Concerns Hotline at 844-669-7697. We will respond within 1 business day

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Now Power's Right to Cancel Your Service. Now Power has the right to terminate your service if you do not pre pay for additional electric service and your account balance falls below the disconnect threshold, or you attempt theft of service, tamper with or bypass metering equipment, or reconnect service without authority.

Material Changes in Terms of Service. Now Power 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 Now Power 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).

Antidiscrimination. Now Power 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 an economically distressed geographic area, or qualification for low income or energy efficiency services. For residential customers, Now Power 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. Now Power makes commercially reasonable efforts to secure electricity but does not guarantee a continuous supply of electrical energy. Now Power does not generate, transmit, or distribute your electricity. Events that are outside the control of Now Power ("Force Majeure Events") may result in interruptions or irregularities in your electric service. YOU AGREE THAT Now Power WILL NOT BE HELD LIABLE FOR ANY INTERRUPTIONS OR IRREGULARITIES IN YOUR ELECTRIC SERVICE. YOU AGREE THAT Now Power 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. Now Power MAKES NO REPRESNETATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLYSET FORTH IN THESE TERMS OF SERVICE, AND Now Power 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 Now 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.

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Exhibit 1
Non-Recurring Credits, Fees and Charges

Now Power Non-Recurring Credits, Fees & Charges

In addition to the electricity usage fees discussed in your applicable Terms of Service, Now Power may impose the following fees and charges as shown below.

Fee Name	Fee Amount
Disconnect Recovery Fee (*plus applicable TDU charges, if any-see link below)(**fee may be charged at up to $1.00 per day until the balance is satisfied.)	Up to $30.00
Reconnect Recovery Fee (*plus applicable TDU charges, if any-see link below)(**fee may be charged at up to $1.00 per day until the balance is satisfied.)	Up to $30.00
Minimum Payment Fee for any single payment under $50.00	Up to $2.95
A *Premium Contact Fee* may be applied for the following reasons:	
- Process Payment via live agent (no fee for on line or automated system payments)	$2.95
-Provide Account Protection (for delayed disconnect up to the following day by 4 p.m.)	$2.50
- Service Order Change Request (that requires revising a TDU request sent)	$1.95
-Speak to a live agent	Up to $5.00
Declined payment fee (payment rejected for any reason)	$1.95
Insufficient Funds or Returned Payments	$25.00
Summary of Usage and Payment (sent via facsimile or U.S. Mail)	$4.95
Refund Processing Charge (will be deducted from closeout balance prior to issuing a refund)	$2.95
Additional Billing Summary (1 Free per Year)	$2.95
Check cancellation/reissuance fee (to void refunded check)	$35.00
Inactive Account Maintenance Fee (charge to any inactive account with a credit balance)	$9.95
Early Termination Fee-Fixed Rate Plans only	$0.00

Now Power also reserves the right to pass through any other fees assessed to Now Power by third parties (including, but not limited to, ERCOT, the PUCT, or your regional transmission and distribution company) to service the account.

***Common TDU Non-Recurring Fees**

These fees are subject to change by the TDU with PUCT approval. For a full list, and to view the most current prices, please visit: http://puc.state.tx.us/industry/electric/rates/TDR.aspx

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Exhibit 2

1. All Pre Paid Plans