



## PESO POWER TERMS OF SERVICE

This Terms of Service document ("TOS") contains the terms and conditions through which electric service will be supplied by Peso Power (sometimes referenced as "Company" or "we" or "us" or "Peso Power"), a Retail Electricity Provider ("REP") granted Public Utility Commission of Texas ("PUCT") Certificate No. 10278. Unless explicitly stated in each section, this document applies to both Postpaid and Prepaid plans. This TOS document, together with your enrollment documentation, your Electricity Facts Label ("EFL"), Your Rights as a Customer ("YRAC"), and your Prepaid Disclosure Statement ("PDS") if your product is Prepaid, constitute the agreement between us and you (collectively, the "Agreement"). By entering into this Agreement with Company, you are giving us the right and authority to supply electricity to all of the electric service accounts ("Accounts") listed in this Agreement, including initiating the transfer of your Accounts to Company and gathering all applicable meter information. The terms "include" or "including" mean "including without limitation."

**Peso Power Contact Information:**

PUCT certificate #10278

You may contact us by email, 24 hours a day, 7 days a week or by phone M-F, 8:00 am to 6:00 p.m. CST, Saturday 9:00 am to 5:00 pm at:

Toll-free telephone: 888-688-1363

Website: [pesopower.com](http://pesopower.com)Email: [customerservice@pesopower.com](mailto:customerservice@pesopower.com)

Fax: 214-210-0441

Or, write to us at: Peso Power

PO Box 830473, Richardson, TX 75080

**PRODUCT TYPES**

We offer the following product types. Only the specific section for your product type will apply to your Agreement. Your EFL contains your specific product type and term information.

**Fixed Rate and Index Price Products (Term):**

Company can make changes to the provisions of the Agreement at any time during the contract term with appropriate notice except for changes to your price other than stated in this section or the length of your contract term. We will notify you of any material change to the Agreement in writing at least fourteen (14) days before any change to the Agreement will be applied to your bill or take effect. If you do not cancel the Agreement before the effective date of the change, the change will become effective on the date stated in the notice. Your charges and pricing formula during the contract term are subject to changes imposed by ERCOT or Texas Regional Entity administrative fees charged to load or changes resulting from federal, state or local laws that impose new or modified fees or costs on REPs that are beyond our control. Notice is not required for a change that is beneficial to you.

*Default Renewal Product:* The Default Renewal Product applies to customers whose contract term has expired and who have not selected a new term contract. We will automatically continue under our month-to-month default renewal plan at the then current price. You will receive an EFL for the default renewal product with your Agreement expiration notice. A Customer's account that has transitioned to a default renewal plan may contact us to enroll on a different product for which they may be eligible at any time and there will be no termination fee associated with making this change.

*Agreement Expiration Notice:* An expiration notice will be sent to you at least 30 days but not more than 60 days before the end of your contract term specified in your EFL. You have the right to terminate your Agreement without penalty if you terminate your Agreement within 15 days of its expiration date. If you do not take action to ensure that you continue to receive service upon the expiration of your Agreement you will continue to be served by us automatically under a default renewal product monthly after the end of your initial contract term, until you switch to another provider, select another Peso Power electric service plan, or we terminate or disconnect your electric service.

**PRICING**

You agree to pay the price indicated in the EFL, plus applicable transmission and distribution utility ("TDU") delivery charges, TDU non-recurring charges (like fees related to meter testing) and applicable Taxes (see Taxes below). You also agree to pay any additional fees and maintain any applicable balances on your account per this TOS, and the PDS as applicable. Prepaid products require an advanced meter ("smart meter") that has been provisioned by your TDU.

**POSTPAID PLANS:****BILLING, PAYMENTS and PAYMENT ARRANGEMENTS**

Your normal billing cycle is monthly. As a result, we will provide a bill every month that will include current charges and the total amount due. Payment is due 16 calendar days from the date shown on the bill. If the 16<sup>th</sup> day falls on a Federal holiday or weekend, then the due date shall be the next business day after the 16<sup>th</sup> day. You agree that we may issue a bill less frequently if we do not receive meter readings or usage information



## PESO POWER TERMS OF SERVICE

from the TDU or ERCOT in time to prepare and send a monthly bill. We may calculate a bill based on estimated meter readings if actual meter readings are not available from the TDU or ERCOT. Once actual meter readings are received, we will true-up any prior estimated reads on subsequent bills.

If your plan required you to enroll in electronic billing, your bill will be provided to you electronically via the email address you have provided to us. It is your responsibility to ensure this email address is kept in working order and for you to notify us of any changes to the email address. If you did not opt for electronic billing, your bill will be mailed to you. You may enroll in automatic payments or make ad-hoc payments via any of the following methods, as may be available and offered by Company: Credit/debit card, recurring payment by bank draft (ACH), cash at a payment location, and/or cryptocurrency. Any payment refunds will be made in accordance with PUCT rule §25.478. We will refund any credit balance so long as the credit balance equals or exceeds \$5.00 by either crediting the funds back to the credit or debit card used to make the payment or mail a check in your name to the billing address identified on your account. If the credit balance is less than \$5.00, you may reach out to us to request a refund of the balance. Please note that a \$3.00 Closeout Balance Refund Fee may be deducted from your Closeout Balance prior to issuing you a refund. The normal timeline for refunds is 7 to 10 business days from the final meter reading. All Merchant Service (payment processing) fees, as applicable for each credit or debit card transaction, may be passed through without mark up.

If you agree to purchase other products or services from us or you purchase products or services that are offered by us but provided from our affiliates or other third parties ("Third Party Services"), you acknowledge that the bill we provide you may include the charges for those products and services, provided as a line item. We will apply all payments you make on your bill first to the amounts you owe us for electric service and then to the other products and services. If you've signed up for any of our other products or services, we may transfer any outstanding balance from your previous accounts with us to your current account.

**Additional Non-Recurring Charges:** In addition to what you may pay in accordance with the pricing section here-within, you may also be charged for the following items up to the amounts listed:

- Late Payment Penalty: 5%. If you do not pay your bill by the due date, we may charge you a Late Payment Penalty of 5% on the past due balance amount.
- Returned Payments: \$25
- Disconnection notice charge: \$20
- Disconnection charge: \$20
- Reconnection charge: \$20
- Customer care calls: \$5
- Collection calls: \$5
- Payment processing of card payments via a live agent: \$5
- Mailing paper copies of documents, excluding invoices: \$10

**Assistance Programs:** Low-income and energy assistance programs may be available to customers who have severe financial hardship and temporarily may be unable to pay their bills. The program is funded by Company customers, but its availability is subject to the adequate funding. You may contribute to this program on your bill each month. There may be other programs available to customers and the customer should direct all inquiries to either the Company or by dialing 211.

**Levelized Billing:** The Levelized Billing option helps you manage your electricity budget by allowing you to pay the same, levelized amount every month. To calculate your levelized amount, we will review your 12-month usage history to determine your average monthly usage. That average monthly usage will then be multiplied by your contracted price for electricity (which includes all monthly recurring charges). Every 6 months, we will true-up your actual usage (and resulting actual charges) to your levelized bill. To the extent you owe us additional funds based on this true-up, we will simply roll that amount into the calculation of the next period's levelized amount. To the extent we owe you monies, those funds will simply be subtracted from the calculation of the next period's levelized amount.

**Payment Plans:** Please contact us if you anticipate having difficulty paying your bill by the due date. You may be eligible for payment assistance or a deferred payment plan. A deferred payment plan allows you to pay an outstanding bill in installments that extend beyond the due date of the next bill. Deferred payment plans are also available for customers whose bills become due during an extreme weather emergency as declared by your TDU; during a state of disaster declared by the governor in the area covered by the declaration, as directed by the PUCT; or to customers who were previously under-billed by \$50.00 or more. If the under-billing is \$50.00 or more, we will offer a deferred payment plan option for the same length of time as that of the under-billing. A deferred payment plan may not be offered to customers whose underpayment is due to theft of service.

If you are not currently on a deferred payment plan or levelized plan, we will make a deferred payment plan available, upon request, for a bill that becomes due in July, August, or September to a residential customer that meets the following requirements: 1) customers designated as Critical Care Residential Customers or Chronic Condition Residential Customers; or 2) customers who have expressed an inability to pay unless they have been disconnected during the preceding 12 months, have submitted more than two payments during the preceding 12 months that were found to have insufficient funds available, or have received service from us for less than three months and demonstrate a lack of sufficient credit or a satisfactory payment history with their previous electric service provider. You may choose: (a) a plan that requires an initial payment no greater than 50% of the amount due and the remainder paid over at least five billing cycles a level or (b) an average payment plan.



## PESO POWER TERMS OF SERVICE

Similarly, we will make a deferred payment plan available upon request for the same eligible customer classes for a bill that becomes due in January or February if, in the prior month, the TDU notified the PUCT of an extreme weather emergency for the customer's county in the TDU service area for at least five consecutive days during the month.

All customers should be advised that if they choose to enter into a deferred payment plan or an average payment plan, a switch-hold may be placed on their account. A switch-hold means that you will not be able to buy electricity from other companies until you pay the past due amount owed to Company. The switch-hold will be removed after your final payment on this past due amount is processed. While a switch-hold applies, if you are disconnected for not paying Company, you will need to pay us to get your electricity turned back on.

### DEPOSITS

We do not deny service based on your credit score. However, a deposit may be required before receiving electricity service if you cannot demonstrate satisfactory credit. If a deposit is required, because satisfactory credit could not be demonstrated, the total amount of your deposit (initial and additional) will not exceed an amount equal to the greater of either (1) the sum of the next two months estimated billings, or (2) one-fifth of the estimated annual billing. The Company may base the estimated annual billing for initial deposits for customers on a reasonable estimate of average usage for the customer class. If you transfer your service with us to a new address, your existing deposit may be transferred to your new address.

An initial deposit is not required for an existing customer unless the customer: (i) was late paying a bill more than once during the last 12 months of service or (ii) had service terminated or disconnected for non-payment during the last 12 months of service or (iii) the customer's actual billings for the last 12 months are at least twice the amount of the original average of the estimated annual billings. Under this scenario, the customer may be required to pay a deposit within ten days after issuance of a written disconnection notice that requests such deposit. If required in this case, then then it will be calculated as described in this above. We may disconnect service if the additional deposit is not paid within ten days of the request, provided a written disconnection notice has been issued to the customer.

If we hold your cash deposit longer than 30 days, your deposit will accrue interest from the day we received it at the interest rate established annually by the PUCT. We will credit any accrued interest on your deposit to your account either on your January bill each year or on your final bill.

You may avoid paying a deposit if (1) you have a satisfactory credit rating through a consumer reporting agency, (2) you are at least 65 years of age and you do not have a delinquent balance with your current electric service provider, (3) you have been a victim of family violence and can provide a certification letter by the Texas Council on Family Violence. Please contact us for additional information if you believe you may be eligible for one of these options. You may send documentary proof of any of the above by fax at 888-688-1363, or by emailing [customerservice@pesopower.com](mailto:customerservice@pesopower.com).

If you establish satisfactory credit with us by making timely payments for 12 consecutive months, then we will apply the deposit to your account. If you do not establish satisfactory credit with us during the time you receive service from us, then we will apply the deposit against the outstanding balance on your final bill. We will refund any credit balance so long as the credit balance equals or exceeds \$5.00 by either crediting the funds back to the credit or debit card used to make the payment or mail a check in your name to the billing address identified on your account. If the credit balance is less than \$5.00, you may reach out to us to request a refund of the balance. Please note that a \$3.00 Closeout Balance Refund Fee may be deducted from your Closeout Balance prior to issuing you a refund. The normal timeline for refunds is 7 to 10 business days from the final meter reading.

### DISCONNECTION OF YOUR SERVICE

WE MAY REQUEST DISCONNECTION OF YOUR ELECTRIC SERVICE IF YOU DO NOT PAY ANY DEPOSIT OWED OR THE PAST DUE AMOUNT OF YOUR ELECTRIC SERVICE BILL IN FULL BY THE DUE DATE ON ANY DISCONNECT NOTICE. We will notify you in writing at least 10 calendar days (21 days if you are a chronic condition or critical care customer) before we disconnect electric service. We may request disconnection of your electric service without prior notice immediately under specific situations, including the existence of a dangerous condition at your service address or theft of service.

**Critical Care and Chronic Condition Customer:** If you have a person permanently residing in your premise who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life, you may apply for designation as a Critical Care Residential Customer. If you have a person permanently residing in your premise who has been diagnosed by a physician as having a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the condition, you may apply for designation as a Chronic Condition Residential Customer. To be considered for such designation, the PUCT-approved form must be submitted by facsimile or other electronic means to the TDU by a physician. The TDU will notify you of the final status of your designation as a Critical Care or Chronic Condition Residential Customer and will notify you when such designation will expire and whether you will receive a renewal notice. The TDU will also notify you about your status. Designation as a Critical Care or



## PESO POWER TERMS OF SERVICE

Chronic Condition Residential Customer does not relieve you of your obligation to pay for electric service that you receive from us. To view this PUCT rule, please go to <http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.497.pdf>.

### PREPAID PLANS:

#### **BILLING, PAYMENTS and PAYMENT ARRANGEMENTS**

On a Prepaid plan, Company will not send a recurring billing statement. Monthly bills are not issued for your account. However, we will provide electronic (email and/or SMS) notifications indicating your current usage and balance. Your account will be adjusted to reflect actual TDU charges and any other non-recurring charges. We may use estimated meter readings absent actual meter readings from the TDU or ERCOT. Once actual meter readings are received, we will adjust your balance accordingly. Additionally, we reserve the right to adjust your balance as permitted by Law. "Law" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, write, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction, including ERCOT. Public Utility Commission (PUC) rules and guidelines can be viewed at: <http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/Electric.aspx>.

For Prepaid plans, payment for electricity must be received, and posted before you can start service. Some plans may require you to have an active credit or debit card linked to your account or establish e-banking. You may also be subject to automatic withdrawals of the Recharge Amount. If you are on a plan subject to these terms, and you do not maintain the minimum requirements, you could be subject to fees or disconnection. Please refer to your EFL and PDS for the specific terms of your plan. Please contact us before your account balance is exhausted if you will have difficulty making your payment. Together we may be able to work out an alternate payment plan, such as a deferred payment plan, or some other payment arrangement. We accept payment from a 3rd party on behalf of a customer. We will offer each customer the opportunity to contribute to a bill payment assistance program for qualified residential customers.

Any payment refunds will be made in accordance with PUCT rule §25.478. We will refund any credit balance so long as the credit balance equals or exceeds \$5.00 by either crediting the funds back to the credit or debit card used to make the payment or mail a check in your name to the billing address identified on your account. If the credit balance is less than \$5.00, you may reach out to us to request a refund of the balance. Please note that a \$3.00 Closeout Balance Refund Fee may be deducted from your Closeout Balance prior to issuing you a refund. The normal timeline for refunds is 7 to 10 business days from the final meter reading. All payment processing fees, for each credit or debit card transaction, are passed through without mark up.

**Additional Non-Recurring Charges:** In addition to what you may pay in accordance with the pricing section, you may also be charged for the following items:

- Returned Payments: up to \$30
- Disconnection charge: up to \$10
- Customer care calls: up to \$5
- Payment processing via a live agent: up to \$5
- Credit card processing: up to \$5

**Assistance Programs:** Low-income and energy assistance programs may be available to customers who have severe financial hardship and temporarily may be unable to pay for their electricity. The program is funded by Company customers, but its availability is subject to the adequate funding. You may contribute to this program on your bill each month. There may be other programs available to customers and the customer should direct all inquiries to either the Company or the PUCT. Please call us for additional information on these programs.

If your account balance falls below the Disconnection Balance, and you have difficulty making a payment to restore a positive balance to reconnect your service, you may be eligible for a deferred payment plan.

#### **DISCONNECTION OF YOUR SERVICE**

WE MAY REQUEST DISCONNECTION OF YOUR ELECTRIC SERVICE WHEN YOUR ACCOUNT BALANCE DROPS BELOW THE DISCONNECTION BALANCE AS LAID OUT IN YOUR PDS. You will be sent a warning notice, Low Balance Alert, one (1) to seven (7) days before your Account Balance is expected to fall below the Disconnection Balance. Depending on the amount of electricity consumed, the Account Balance may fall below the Disconnection Balance more quickly than expected, resulting in disconnection in as little as one day after you receive the Low Balance Alert. Your failure to maintain a valid phone or email contact will not prevent your electric service from being disconnected. Please call us if you anticipate having difficulty adding funds to your balance. We may request disconnection of your electric service without prior notice immediately under specific situations, including the existence of a dangerous condition at your service address or theft of service. Disconnection of service will not happen on weekends, during extreme weather and / or when payment mechanisms are unavailable.

#### **RECONNECTION OF YOUR SERVICE**

If your service is disconnected for non-payment, and your account has a negative balance, you must pay off that amount in addition to the amounts disclosed in the above "Fees" section of your PDS. In order to restart prepaid electric service, you must meet the Reconnection Balance per your PDS, or you must setup a payment arrangement or deferred payment plan if applicable, prior to being reconnected.



## PESO POWER TERMS OF SERVICE

### BOTH PREPAID & POSTPAID PLANS:

#### **CANCELING YOUR AGREEMENT**

##### Right of Rescission

If you are switching energy providers at your existing service address, you may cancel your acceptance of the Agreement without penalty or fee by contacting us before midnight of the third federal business day after you receive your Agreement through the mail or email, as applicable. This right of rescission is not applicable to move-in requests.

To cancel the Agreement under this Right of Rescission, you may call us at 888-688-1363; fax us at 214-210-0441; mail us at the address listed above; or e-mail us at [customerservice@pesopower.com](mailto:customerservice@pesopower.com)

The Agreement term is stated in the EFL. At the end of your Agreement term, you may cancel or terminate your Agreement by switching to a new provider. If you cancel the Agreement before the end of your Agreement term, you agree to pay the early termination fee ("ETF") in the amount indicated in the EFL, and you must select another REP in order to continue to receive electric service. If you move from your existing premise during the Agreement term you are under no obligation to continue the Agreement at your new location. There is no ETF assessed if you relocate if you provide a forwarding address and, if requested, reasonable evidence that you no longer occupy the location specified in the Agreement. If you are on a Month-to-Month plan, you may cancel or terminate your Agreement at any time without penalty. In order to ensure timely processing, you should notify us at least 3 days before the requested termination date.

Our obligations will end after the meter read date where we are no longer designated as your REP or when your electric service is disconnected by the TDU. Your obligations under the Agreement will end, except for the provisions herein that expressly survive expiration or termination, when your account balance is paid in full.

If you cancel service, you may continue to receive charges for any Third-Party Services until the Third-Party Services are cancelled or terminated. You will not continue to receive charges if the Third-Party Services are scheduled to cancel automatically when your electric service Agreement with us is cancelled or terminated.

#### **COLLECTIONS**

If you fail to make timely payments of the amounts due under this Agreement, we reserve the right to refer the outstanding balance to a collection agent for collection. If we refer your outstanding balance to an attorney or collection agent for collection, or if we file a lawsuit, or collect your outstanding balance through probate, bankruptcy, or other judicial proceedings, then you agree to pay all fees and expenses (including attorney fees) that we incur in the collection process. "Law" means any law, statute, regulation, rule, ERCOT protocol, exchange rule, decision, write, order, decree or judgment or any interpretations by any court, agency or instrumentality that has jurisdiction, including ERCOT.

#### **LIMITATIONS OF LIABILITY**

YOU AGREE THAT CAUSES AND EVENTS BEYOND OUR CONTROL, INCLUDING ACTS OF GOD, ACTS OF ANY GOVERNMENTAL AUTHORITY, ACCIDENTS, STRIKES, AND EVENTS OF FORCE MAJEURE OCCURRING WITH RESPECT TO THE TDU, ERCOT, OR OTHER THIRD-PARTIES ("FORCE MAJEURE EVENTS"), MAY RESULT IN INTERRUPTIONS IN SERVICE FOR WHICH WE WILL NOT BE LIABLE. YOU FURTHER AGREE THAT WE WILL NOT BE LIABLE WITH RESPECT TO ANY THIRD-PARTY SERVICES INCLUDING THOSE OF ANY GENERATOR; THAT OUR LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US ARE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. YOU WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES RESULT FROM NEGLIGENCE, WHETHER SOLE, JOINT, CONCURRENT, OR ACTIVE OR PASSIVE.

#### **REPRESENTATIONS AND WARRANTIES**

YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT FOR THE ACCOUNTS LISTED IN THIS AGREEMENT. IF YOU ELECT TO PURCHASE A RENEWABLE ENERGY PRODUCT, WE WILL ENSURE THAT THE APPROPRIATE AMOUNT OF RENEWABLE ENERGY CREDITS (RECs) ARE RETIRED TO AUTHENTICATE THE RENEWABLE ENERGY CONTAINED IN THE PRODUCT. THE TDU OR ERCOT SYSTEM WILL NOT DELIVER ELECTRICITY FROM A SPECIFIC GENERATING SOURCE TO YOUR SERVICE ADDRESS. IF YOU PURCHASE RENEWABLE ENERGY FROM US, YOU ARE PROVIDING FINANCIAL SUPPORT FOR RENEWABLE ENERGY GENERATION SOURCES AND NOT RECEIVING THE PRECISE ENERGY GENERATED FROM THAT SOURCE. YOU FURTHER REPRESENT THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THE AGREEMENT. WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THE AGREEMENT, AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, CONFORMITY TO MODELS OR SAMPLES AND FITNESS FOR A PARTICULAR PURPOSE.



## PESO POWER TERMS OF SERVICE

### GENERAL INFORMATION

**Power Outages and Emergencies:** Please call the TDU telephone number listed on your bill if you have an electrical emergency or a power outage.

1-866-223-8508 AEP Texas  
1-800-332-7143 CenterPoint  
1-888-313-4747 Oncor

1-888-866-7456 Texas New Mexico Power  
1-866-354-3335 Sharyland Utilities

**Dispute or Complaints:** If you have any questions, concerns, or complaints, please contact us and we will promptly investigate the matter and report our findings to you. During this time, you will not be required to pay the disputed portion of your bill. If for any reason you are not satisfied with our response, you may contact the PUCT.

**Taxes:** You will be responsible for and indemnify us for any and all Taxes. "Taxes" means all taxes, fees, charges or assessments, whether federal, state or local, presently or hereafter imposed on you as purchaser of electricity, on us as seller of electricity, or on electricity sales transactions, including reimbursable gross receipts taxes.

**Unenforceability:** If any Law enacted during the Agreement term renders the Agreement unenforceable or illegal, then we may terminate the Agreement with 30 days' notice to you and you will owe us nothing more than the obligation to make payment for the electricity previously supplied to you. "Law" means any law, statute, regulation, rule, ERCOT Protocol, exchange rule, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction, including ERCOT or any TDU.

**Governing Law:** YOUR AGREEMENT WITH COMPANY IS GOVERNED BY THE LAWS OF THE STATE OF TEXAS. THE TEXAS UNIFORM COMMERCIAL CODE APPLIES TO THE TERMS OF SERVICE AND ELECTRICITY IS DEEMED A "GOOD". The Uniform Commercial Code can be viewed at the following website: <http://www.statutes.legis.state.tx.us/?link=BC>

**Assignment:** You may not assign your Agreement with us, in whole or in part, or any of your rights or obligations under the Agreement, without our prior written consent. Company may, without your consent, (i) as part of any financing or other financial arrangements, assign, sell or pledge this agreement or its accounts, revenues, or proceeds, or (ii) assign this agreement to an affiliate of Company or to any other person or entity succeeding to all or a substantial portion of the assets of Company.

**Waiver:** If either of us waives any one or more defaults by the other in the performance of any of the provisions of the Agreement, then such waiver will not be construed as a waiver of any other default or defaults whether of a like kind or of a different nature.

**Antidiscrimination:** We cannot deny service or require a prepayment or deposit for service based on your 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. We also cannot use a credit score, credit history, or utility payment data as the basis for determining your price for electric service for a product with a contract term of 12 months or less.