



Terms of Service

The following are your Terms of Service (“TOS”) with Champion Energy Services, LLC d/b/a Hello Energy (“Hello Energy”) for the purchase of residential electricity service. The TOS, together with your Electricity Facts Label (“EFL”), and the Prepaid Disclosure Statement (“PDS”) constitute your contract (“Contract”) with Hello Energy. Hello Energy agrees to sell and Customer agrees to purchase and prepay for the electricity delivered to you, as measured or estimated by your transmission distribution utility (“TDU”). Hello Energy is a retail electric supplier (“REP”), as certified and defined by the Texas Public Utility Commission of Texas (“PUCT”) and as such will, in accordance with the terms of this Contract, arrange for the delivery of electricity from your TDU to your residence. The words “we,” “us,” and “our” refer to Hello Energy, and the words “you” and “your” refer to the Customer. Hello Energy and Customer may hereinafter be referred to individually as “Party” or collectively as “Parties”. Please retain this Contract for your records.

Contact Information

Hello Energy Customer Care Representatives are available to assist you 8AM-5PM CST, Monday through Friday. You may make payments 24 hours a day, 7 days a week through Hello Energy’s automated system or through your myAccount portal. Please call Hello Energy toll-free at 844-856-9383. You may e-mail us at info@helloenergy.com. Hello Energy’s office, located at 1500 Rankin Road, Suite 200, Houston, Texas 77073, is open Monday through Friday from 8:00AM to 5:00PM CST. Visit www.helloenergy.com for more information.

In the event of an electricity-related emergency, such as a power outage, or in the event of problems related to the TDU, please contact your TDU.

CenterPoint (Houston and surrounding areas):.....	1-800-332-7143
Oncor Electric Delivery (DFW and West Texas):	1-888-313-4747
AEP Central (CP&L Area):.....	1-866-223-8508
AEP North (WTU Area):.....	1-866-223-8508
Texas-New Mexico Power Company (First Choice):.....	1-888-866-7456
Sharyland Utilities:.....	1-800-442-8688
Sharyland-McAllen:.....	956-668-9551

Para recibir sus documentos del contrato en español, llame al 844-856-9383.

Enrollment in Hello Energy’s prepaid plan requires you to provide and maintain a valid, text-capable cell phone number or e-mail address. We will use e-mail, phone, or text messaging to communicate your current balance and low balance alerts. You are responsible for contacting Hello Energy to provide updated and correct contact information in the event that your contact information has changed, is not functioning properly, or is no longer valid. Hello Energy will send copies of your TOS, EFL and YRAC via e-mail or text message with a links to internet webpages containing the documents.

Right of Rescission

If you are switching to Hello Energy from another REP, you may rescind your acceptance of this Contract without fee or penalty by contacting Hello Energy within three (3) federal business days after the date of your enrollment authorization and receipt of your Contract. You may rescind by calling us toll-free at 844-856-9383, fax us at 844-856-9384, or e-mail us at info@helloenergy.com. Please include the following information when rescinding this Contract: (i) your request to rescind the Contract; (ii) your name, address and telephone number; and your (iii) electric service identifier (ESI-ID).

You are responsible for all charges incurred through the date your Contract is rescinded and rescission of your Hello Energy Contract has been processed by the TDU.

Texas Residential Terms of Service

Prepaid Electricity Service



Eligibility

The Contract applies strictly to residential electric service and to those customers eligible to receive residential service pursuant to Chapter 25 of the Substantive Rules of the PUCT (the full text of these rules may be found at www.puc.state.tx.us/rules/subrules/electric/index.cfm) and the applicable TDU tariff. Participation in prepaid service is not available to critical care or chronic condition residential customers. If you qualify as a critical care or chronic condition customer prior to or upon enrollment, you will not be served on this prepaid product. Should Hello Energy determine that you qualify as a critical care or chronic condition customer before or during prepaid service, Hello Energy will transfer your electricity service to a month-to-month variable post-paid product. Any funds paid to Hello Energy will be transferred to your new account service. Your participation in prepaid electricity service requires an advanced meter (smart meter) (at your cost) that records your usage more frequently and you will only be eligible for the prices stated in your EFL if the appropriate meter and any other necessary equipment are installed at your location.

Customer's eligibility for the price provided herein is based on Customer representing and warranting that Customer's residential load profile or service classification qualifies for residential service as defined by the applicable TDU tariff. Hello Energy reserves the right, upon receiving information evidencing a load profile or service class that does not qualify for residential service, to provide Customer with fourteen (14) days advance written notice of any material changes Customer will incur under the applicable Contract for your then current, non-residential load profile or service class.

Hello Energy does not deny residential electric service or determine eligibility for pricing based on credit history, payment data or credit score. Hello Energy does not deny service based on 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.

Term

The Term of this Contract will be effective as of your first scheduled meter read date following the completion of your enrollment with Hello Energy. Your service with Hello Energy will continue for the number of months specified in your EFL ("Term"), unless sooner terminated or cancelled as otherwise provided in this Contract.

Pricing

Your Energy Charge per kWh may change daily. Your prepayment buys you a dollar amount of electricity, instead of a specific amount of kilowatt hours (kWh). This Electricity Price includes an Energy Charge per kWh and Delivery Charges from your TDU. The Average Price per kWh shown on your EFL does not include applicable federal, state and local sales taxes, miscellaneous gross receipts tax reimbursement, or any other non-recurring Hello Energy or TDU charges, such as, but not limited to, late payment fees (if applicable), service connection, disconnection or reconnection fees, meter test fees, or special out-of-cycle meter read fees.

Your Electricity Price may change, as stated in your EFL, during the Term of your Contract due to (i) changes in TDU charges; (ii) changes to the Texas Regional Entity or ERCOT's administrative fees charged or (iii) changes resulting from federal, state or local laws that impose fees or costs on REPs, including Hello Energy, that are beyond our control. Electricity Price changes resulting from these limited circumstances do not require Hello Energy to provide you with advance notice.

We will charge a Returned Payment Charge of \$25.00 for each payment transaction that is returned unpaid or not processed including: 1) returned checks, 2) returned electronic fund transfers, and 3) rejected credit or debit card transactions. This charge will be reflected as Returned Payment Charge on your Hello Energy account balance communications, if applicable. We may also charge a Payment Processing Fee up to \$2.95 for any payment processed by a Hello Energy Customer Care Representative.



Itemization of Non-recurring Fees and Charges

For TDU service:

Customers are obligated to pay certain non-recurring TDU charges as required or allowed by the PUCT. Additional non-recurring TDU charges may apply during the Term and may include, but are not limited to, charges for establishing, switching, disconnecting, reconnecting or maintaining electric service. For a list of non-recurring TDU charges and rates, please review your TDU's service tariff or visit www.puc.texas.gov/industry/electric/rates/TDR.aspx.

For Hello Energy service:

Any applicable non-recurring fees or charges from Hello Energy are listed and described below:

Payment Processing Fee – We may charge a \$2.95 fee when you use a Hello Energy customer care representative to help you make a payment by credit or debit card. To avoid this fee, you can use our automated phone service, pay online at www.helloenergy.com or pay at an authorized payment location.

Insufficient Funds Fee – We may charge a fee up to \$25.00 for each payment that is not processed due to insufficient funds or other type of bank return or payment rejection.

Declined Payment Fee – We may charge a fee up to \$2.95 for each credit card payment that is not processed due to payment rejection.

Document Processing Fee – We may charge a \$2.95 fee for each request for a paper copy of your Summary of Usage and Payment Document or other account documentation to be mailed via the United States Postal Service or fax. To avoid this fee, you may access your usage and payment history on our website. We will not charge a document fee for providing your Summary of Usage and Payment Document to an energy assistance agency.

Disconnection Recovery Fee – If your service is disconnected, we may charge you a Disconnection Recovery Charge up to \$30.00 in order to reconnect your service. This charge would be in addition to any TDU charges related to disconnections/reconnections.

Reconnection Recovery Fee – If your service is disconnected, we will not charge you a fee for reconnecting service. There may be a reconnection fee from your TDU, which will be in addition to any reconnection balance payment.

Minimal Payment Fee – If you make a prepayment of less than \$20.00, we may charge you a Minimal Payment Fee of \$2.95.

Account Protection Fee – If you want to postpone your disconnection date and you have a balance greater than \$5.00, we may charge you an Account Protection Fee of \$5.00 per day.

Revising a TDU Request Fee – If you submit a service order change request that requires Hello Energy to revise a request already sent to your TDU, we may charge \$1.95.

Refund Check Fee – In the event you cancel or otherwise discontinue service with Hello Energy and your closeout balance (net of all deductions) is \$5.00 or greater, we will automatically refund your closeout balance within ten (10) business days after we receive the final bill and final meter read from your TDU. Please note that there will be a Refund Check Fee of up to \$2.95 for all refund checks mailed to you which will be automatically deducted from your account balance prior to issuing you a refund.

Check Cancellation Fee – Any check issued to a customer that is not presented for payment within sixty (60) days of issuance will be charged a cancellation fee of \$35.00 and a stop payment may be issued on the check.

Inactive Account Maintenance Fee – If a refunded balance remains uncashed after 60 days of issuance, it will be subject to a monthly Inactive Account Maintenance Fee of \$9.95 per month until either the balance is depleted or the balance is re-issued at the request of the customer. You may request a refund of your remaining balance by contacting Hello Energy at 844-856-9383.



Billing and Payment

To open your prepaid account, you must make a payment to establish a connection balance of up to \$75.00.

You will not receive a monthly bill. You will receive electronic communications from Hello Energy letting you know how much money you have remaining in your account. You can also request your current balance from Hello Energy by calling us at 844-856-9383, logging onto your Hello Energy account online or responding to any text from us by typing "BAL". Upon request, Hello Energy will provide a Summary of Usage and Payment (SUP) for up to twelve months of usage. The SUP will show your usage, charges, the average price of service and payments by calendar month. Hello Energy will provide a downloadable and printable SUP by e-mail free of charge. Hello Energy may charge a fee if you request a paper copy of the SUP.

Your account balance will be adjusted periodically to reflect actual transmission/delivery charges and any other non-recurring charges. Hello Energy may charge your account based on estimated meter readings in the absence of an actual meter read from the TDU. Once the actual meter readings are received, Hello Energy will provide an adjustment to your account balance within 72 hours of receipt of your actual meter read from the TDU. Hello Energy reserves the right to adjust your account balance for meter read errors, miscalculation of taxes or other errors or omissions.

If the TDU determines that your meter has not been delivering accurate meter reads due to meter error or tampering, you will be billed for and are required to pay any recalculated charges due to replacement meter readings from the TDU. You will have the right to pay any restated or recalculated charges through a deferred payment plan which has payment installments equal to the number of billing months restated or recalculated.

Customers are entitled to request copies of their Summary of Usage and Payment, at no charge, once per calendar year.

You must maintain a balance above \$10.00 to maintain active electric service. If your current balance is estimated to cover seven (7) days or less, we will send you a reminder that you are in danger of having your service disconnected. Hello Energy will send you low balance alerts when your balance is expected to be depleted in 7 days, 5 days, 3 days, 2 days, 1 day and 0 days. Please call us if you anticipate having difficulty adding funds to your balance prior to reaching a \$10 balance.

Please refer to your PDS for payment information including payment locations and acceptable payment methods. Payments made with a Hello Energy Customer Care Representative may be assessed a \$2.95 Payment Processing Fee. Payments can be made with Hello Energy at no charge when you use the automated payment system at 844-856-9383 or pay online at www.helloenergy.com. Payments are also accepted at certain retail locations. To find these locations visit www.helloenergy.com or see your PDS.

If you are disconnected and we refer your outstanding balance to an attorney or 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 reasonable fees and expenses (including late payment penalty, interest, administrative costs and attorney fees) that we incur during the collection process.

Payment Arrangements and Assistance

If you qualify for low-income assistance, have received energy assistance in the past, or think you will be in need of energy assistance in the future, you should contact the assistance program to confirm that you can qualify for energy or payment assistance if you need it prior to signing up for prepaid service.

Please call us if you anticipate having difficulty keeping your minimum account balance of \$10.00. You may be eligible for payment assistance or a deferred payment plan. Some eligibility requirements include (i) not having defaulted under a previous deferred payment plan with Hello Energy; (iii) three (3) months of payment history with Hello Energy; (iv) having depleted your account balance during an extreme weather emergency, as declared by your TDU; (v) customers who were previously under billed by \$50 or more and need to pay in installments; or (vi) customers who qualify for LITE UP. Hello Energy requires all deferred payment plans be in writing and accepted by both you and Hello Energy.

Customers who are in need of payment assistance may qualify for programs sponsored by the Texas Department of Housing and Community Affairs ("TDHCA"). You may qualify for payment assistance from the TDHCA if you are a customer who receives food stamps, Medicaid, Aid to Families with Dependent Children or Supplemental Security Income from the Texas Department of Human Services or whose total household income is at or below 125 percent of the federal poverty guidelines. Customers who do not

Texas Residential Terms of Service

Prepaid Electricity Service



currently receive these benefits, but whose household income is at or below 125 percent of the federal poverty guidelines may also apply. Visit the TDHCA website at www.tdhca.state.tx.us for more information.

If it is determined that you are eligible for a deferred payment plan, Hello Energy may require that you pay fifty percent (50%) of the amount in arrears and defer the remainder of the amount owed by paying in equal installments over the next five (5) months and up to \$75.00 to reestablish a connection balance. Failure to make these payments on time may result in disconnection of your electricity service.

If you enter into a deferred payment plan, Hello Energy may apply a switch-hold until your deferred payment plan is paid in full. A switch-hold means you will not be able to buy electricity from another REP while the switch-hold is in place.

Change in Terms of Service

Your Electricity Price may vary daily, and has unlimited variability, as stated in your EFL. Hello Energy will provide you with written notice fourteen (14) days in advance of any material change to this Contract. If you do not cancel the Contract before the effective date of the change, the change will become effective on the date stated in the notice. This notice will identify the change(s) and specify what actions you need to take if you do not accept the proposed changes to the contract. Hello Energy will not change your Term. Hello Energy is not required to notify you of any material changes that benefit you or for changes mandated by regulatory agencies.

Cancellation

You may cancel your Contract at any time by requesting that your electric service be disconnected or by switching to a new REP.

Please call Hello Energy at the telephone number provided herein or visit our website at www.helloenergy.com to cancel your Contract, no more than 60 days in advance of the requested termination date. Hello Energy will use good faith efforts to provide notice of your cancellation to the TDU; however, we cannot be responsible if the TDU is unable to process your requested cancellation date. You will be responsible for all Hello Energy and TDU charges incurred through the date of cancellation. Hello Energy's obligations will conclude once we are no longer designated as your REP or when your electric service is disconnected by the TDU. If your cancellation requires an off-cycle meter read, you may be charged an additional fee by the TDU. Your obligations under the Contract will end when the outstanding balance on your account is paid in full.

Disconnection

Hello Energy may immediately request to have your electric service disconnected when your account balance drops below \$10.00. It is important to keep your account balance at or above the disconnection balance or your service may be disconnected.

When your current balance falls below \$10.00, your service will be disconnected at any time. You will be notified **one to seven days** before your account balance is **expected** to fall below your disconnection balance. If your account balance falls below your disconnection balance more quickly than expected, service may be disconnected in as little as one day after you receive the low balance notification.

Hello Energy or your TDU may disconnect your service without notice if (i) a known, dangerous condition exists at the service location; (ii) service is connected without authority by a person who has not made application for service; (iii) service is reconnected without authority after disconnection for nonpayment; (iv) the meter or other service provider equipment was tampered with; or (iv) there is evidence of theft of service.

Reconnection

If your service is disconnected, and your account has a negative balance, you must pay off that amount before reconnecting. Once the negative balance has been corrected, Hello Energy will require you to make a payment to establish a new connection balance in order restart service. To reconnect your prepaid electricity service, you must make a payment to establish a balance of up to \$75.00. You should begin receiving service within two hours of correcting the reasons for disconnection.



Privacy and Release of Customer Information

Hello Energy will not release proprietary customer or account information to any other person, including an affiliate of Hello Energy, without obtaining your verifiable authorization, unless otherwise approved by the PUCT Substantive Rules applicable to REPs. **However, by accepting the terms of this Contract, you agree and understand that certain agents, vendors, partners, or affiliates of Hello Energy engaged to perform any services for or functions on behalf of Hello Energy, including marketing of Hello Energy's own products or services, or products or services offered pursuant to joint agreements between Hello Energy and a third party, will have access to certain customer data including, but not limited to, your remaining account balance, your phone number and your Hello Energy account number.** You agree to waive any and all claims related to the implied use of such customer data.

Complaints

In the event of a disagreement involving the terms of this Contract, the parties will use their best efforts to resolve the dispute. You should contact Hello Energy, in writing, at 1500 Rankin Road, Suite 200, Houston, TX 77073 or by telephone at 844-856-9383 with any questions or concerns regarding your account. If after discussing your issue with Hello Energy you remain dissatisfied or a resolution cannot be reached, you may contact and/or file a complaint with the PUCT. The PUCT may be reached Monday through Friday at 1-888-782-8477 or 512-936-7120. Complaints may be mailed to the Public Utility Commission of Texas at, 1701 N. Congress Avenue, P.O. Box 13326, Austin, TX 78711. Individuals who are deaf, hard-of-hearing, deaf-blind or speech-disabled, may contact the PUCT using a TTY phone by dialing 1-800-735-2989. More information on this program may be obtained by visiting <https://www.puc.texas.gov/relaytexas/Overview.aspx> online. When filing a complaint, be sure to include your name, address, telephone number, the name of your REP (Hello Energy), your Hello Energy account number, the nature of your complaint and copies of your contract. The PUCT will investigate your complaint and will contact you directly with the results of their review.

Change in Law

If there is a change in law, administrative regulation, rule, ERCOT design or structure, order, judicial decision, TDU tariff, ERCOT protocols, statute, or a change in an interpretation or application of any of the foregoing ("Change in Law") and such Change in Law results in Hello Energy incurring additional costs and expenses in providing your electricity service under this Contract, such additional costs and expenses will be your responsibility and will be assessed on your monthly bill as a pass-through charge(s).

Assignment

You may not assign this Contract, in whole or part, or any of your rights or obligations hereunder, without prior consent from Hello Energy. Such consent shall be executed in writing by Hello Energy, you, and any party to whom the Contract is being assigned. Customer hereby acknowledges and consents that Hello Energy may freely pledge, assign, or subrogate all of its rights hereunder as Hello Energy may deem necessary. Any successor or assignee of the rights of either Party shall be subject to all the provisions and conditions of this Contract to the same extent as though such successor or assignee were the original Party under this Contract. In the event any other provision of this Contract shall be deemed to prohibit or otherwise restrict Hello Energy's right to assign, subrogate or pledge its rights hereunder, this provision shall control. Any purported assignment in violation of this Paragraph shall be void and of no effect.

Force Majeure

"Force Majeure" shall mean any cause, not reasonably within the control of the party claiming suspension, and which by the exercise of due diligence, such party claiming suspension is unable to prevent or overcome such suspension, including but not limited to, any act or cause which is deemed a Force Majeure by the EDC or any transportation or transmitting entity. If either party claiming Force Majeure is unable, wholly or in part, to perform or comply with any obligations or conditions of this Contract, excluding any bill payments, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so

Texas Residential Terms of Service

Prepaid Electricity Service



caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

Taxes

Except as otherwise provided in this Contract or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Contract, shall be paid by Customer. The parties' obligations under this Contract are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Contract or the services to be provided herein.

Governing Law

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Texas.

Forward Contract

The Parties acknowledge and agree that this Contract and the transaction(s) contemplated under this Contract constitute a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

Default Liability

Liabilities not excused by reason of force majeure or otherwise shall be limited to direct actual damages only (which will not exceed the amount of customer's single largest monthly invoice during the preceding twelve months). Such direct actual damages shall be the sole and exclusive remedy and all other remedies at law or in equity are hereby waived. In no event shall customer or hello energy be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this contract.

No Warranties

Unless otherwise expressly set forth in this Contract, Hello Energy provides and Customer receives no warranties, express or implied, statutory, or otherwise and Hello Energy specifically disclaims any warranty of merchantability or fitness for a particular purpose.

Delay or Failure to Exercise Rights

No partial performance, delay or failure on the part of Hello Energy in exercising any rights under this Contract and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

Severability

If any provision of this Contract is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

Entire Contract

This Contract sets forth the entire Contract between the parties with respect to the terms and conditions of this transaction; any and all other Contracts, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Contract.