

Freedom Flex Terms & Conditions

The Freedom Flex Program (the “Program”) is designed to allow each Energy Texas residential customer who subscribes to the Program (“you”, “your” or “subscriber”) to switch their current service plan (“Current Plan”) at any time (up to once per 30 days) to an eligible Energy Texas service plan (“New Plan”) that is available at your service address, without incurring an early termination fee that may otherwise apply. For example, a subscriber with 7 months remaining under the fixed-term of their Current Plan may switch (without incurring an early termination fee) to an eligible 12-month fixed-term New Plan with a new rate, in which event you would begin as a new customer under that New Plan and your next bill with reflect your New Plan rates and charges for the entire billing cycle associated with such bill.

You may subscribe to the Program by (1) submitting all required Program information (whether through our website, app or call center, as available), (2) agreeing to pay the monthly subscription fee (“Program Fee”), which will appear as a separate line item on your monthly bills, and (3) accepting all Program Terms & Conditions. Those Energy Texas service plans which are eligible New Plans under the Program must be designated as eligible under the Freedom Fix Program (not all service plans will be eligible). Subscribers must log into their “My Account” in order to identify those New Plans which are eligible under the Program at any given time. In order to switch to a New Plan, you must be a customer in good standing and not in default of any bills, Program Fees or other sums due to us. All Program Fees are non-refundable. We reserve the right to modify the Program Fee at any time without notice. You may terminate your Program subscription at any time by contacting Energy Texas Customer Care at 1-855-461-1129, which termination will be effective for the next monthly billing cycle following the billing cycle in which your termination was submitted. If you terminate your Program subscription, you may not be eligible to rejoin the Program until the fixed-term under your then Current Plan has expired, unless otherwise permitted by Energy Texas.

If you are receiving a discount under our Giddy Up Guarantee Program under your Current Plan, that discount will cease when to choose to switch to a New Plan. However, you may become eligible for a new Giddy Up Guarantee discount under your New Plan, subject to the terms and conditions of the Giddy Up Guarantee Program.

The Program is an independent subscription separate from our electricity service plans and the Program Terms & Conditions (except as specifically stated) do not in any way supersede, alter or conflict with the Terms of Service Agreement, Electricity Facts Label, or Your Rights as a Customer documents associated with our customers and their electricity service plans. We reserve the right at our sole discretion at any time without notice to modify, pause, or discontinue the Program.

In the event of any conflict or inconsistency, actual or perceived, between the Program Terms & Conditions and any statements contained in our websites, emails, promotional materials or other communications, the terms and conditions of the Program Terms & Conditions shall conclusively control and govern notwithstanding anything to the contrary.

General

IN ADDITION, AND WITHOUT LIMITING ANY OF THE FOREGOING, IN CONSIDERATION FOR YOUR PARTICIPATION IN THE PROGRAM, YOU HEREBY EXPRESSLY AGREE (ON YOUR OWN BEHALF, AND ON BEHALF OF YOUR AFFILIATES, HEIRS AND PERMITTED ASSIGNS, IF APPLICABLE) TO RELEASE, INDEMNIFY AND HOLD HARMLESS ENERGY TEXAS AND ITS PARENT COMPANY, SUBSIDIARIES, AND AFFILIATES, AND

EACH OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, PARTNERS, ATTORNEYS, OWNERS, SHAREHOLDERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, CAUSES OF ACTION, COSTS AND EXPENSES ARISING FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM OR YOUR ACCEPTANCE, POSSESSION, USE, OR INABILITY TO USE ANY PRODUCT, SERVICE, DISCOUNT, BILL CREDIT OR REWARD OFFERED OR PROVIDED THROUGH OR IN ASSOCIATION WITH THE PROGRAM, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURIES, DEATH, ECONOMIC INJURY, AND PROPERTY DAMAGE, AND INCLUDING (BUT NOT LIMITED TO) CLAIMS BASED ON PUBLICITY RIGHTS, INVASION OF PRIVACY, DEFAMATION, AND DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, OR TORT. ENERGY TEXAS DOES NOT ASSUME ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY DAMAGE, EXPENSE, INCONVENIENCE, LOST OPPORTUNITY, LOST PROFITS, INJURY, ACCIDENT, DEATH, OR DAMAGE TO ANY PERSONS OR PROPERTY, RELATED TO ANY SUPPLIER OR RELATING TO OR OCCURRING AT ANY PREMISES OR IN ANY AIRCRAFT OR IN TRANSIT TO AND FROM ANY VENUES. NOR DOES ENERGY TEXAS ASSUME ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY DAMAGE, EXPENSE, INCONVENIENCE, LOST OPPORTUNITY, LOST PROFITS, INJURY, ACCIDENT, DEATH, OR DAMAGE TO ANY PERSONS OR PROPERTY, RELATED TO ANY OTHER CAUSE WHATSOEVER DUE TO DELAYS, CANCELLATIONS DUE TO WEATHER OR MECHANICAL BREAKDOWNS, WAR, ACTS OF GOD OR ACTS OF TERRORISM, ARISING FROM OR IN CONJUNCTION WITH ANY SERVICES, PRODUCTS OR REWARDS PROVIDED OR FAILED TO BE PROVIDED. THE PROVISIONS OF THIS PARAGRAPH AND THE FOLLOWING PARAGRAPH SHALL SURVIVE THE TERMINATION OF ALL AGREEMENTS BETWEEN YOU AND USE, INCLUDING WITHOUT LIMITATION, THESE PROGRAM TERMS & CONDITIONS, AND YOUR PARTICIPATION IN THE PROGRAM.

EXCEPT AND TO THE EXTENT SPECIFICALLY PROVIDED IN THESE TERMS AND CONDITIONS, THE SERVICES AND PRODUCTS PROVIDED THROUGH THE PROGRAM ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ENERGY TEXAS DISCLAIMS ANY AND ALL RESPONSIBILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM OR ARISING FROM OR IN CONNECTION WITH ANY BREACH OF THESE TERMS AND CONDITIONS.

Program subscriptions are non-transferable. You may not assign, apply, or otherwise transfer any Program subscription or rights thereunder to another person, customer, or account (even if you maintain multiple accounts). All Program notifications, if any, will be made by email or made available through our website unless otherwise determined at our sole discretion. We have no obligation whatsoever to contact or notify you, whether directly or indirectly, regarding your status or any other matter associated with the Program. Unless we otherwise determine, we will not endeavor to send or deliver any communications or notices to you by any means other than email or making same available on our website. Under no circumstances will we be responsible, obligated or liable for sending or delivering, or for not sending or delivering, any notifications or communications to you in connection with the Program..

The Program Terms & Conditions may be altered, changed, modified or assigned by us at any time with or without notice to you. Your payment of Program Fees and continued subscription in the Program shall constitute your acceptance of any and all such changes, replacements, assignments, or terminations.

You understand and agree that it is solely your responsibility to maintain a valid email in your account profile, and you agree that we have no obligations or responsibilities whatsoever in that regard. Your

failure to do so will result in your Program account being deemed not in good standing. You expressly agree that we have no obligation or responsibility whatsoever to notify you at any time or in any manner in connection with your status or participation in the Program.

We may assign or delegate any of our rights or responsibilities under the Program to independent contractors or other third parties. We shall not by virtue of any such assignment or delegation be deemed to have waived any of our rights or remedies hereunder or otherwise. No delay or omission by us in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

By participating in the Program, you agree that you have read and understand these Program Terms & Conditions and all of the terms, conditions and provisions contained herein, and will fully comply with and be bound by same. These Program Terms & Conditions shall be governed by the laws of the State of Texas without regard to any conflict or choice of law rules of any jurisdiction. The Federal and state courts located in Harris County, Texas shall have exclusive jurisdiction over any dispute arising hereunder.