

Energy Texas Rangler Rewards Program Terms & Conditions

The Energy Texas Rangler Rewards Program (the “Program”) is designed to offer rewards to our Energy Texas customers who make on-time payments of their monthly electricity bills. These rewards may include electricity bill credits, gift cards, and/or other products, services, or offers that Energy Texas (sometimes referred to herein as “we,” “our” or “us”) may determine from time to time. The Program is an independent feature separate from our electricity service plans and these Program terms and conditions 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.

Program Eligibility

To be eligible to participate in the Program, a customer (sometimes referred to herein as “you” or “your”) must be enrolled in and receiving service under an electricity service plan that specifically includes the Program, and you must provide and maintain a valid email in your account profile. If your service with us is terminated, cancelled or disconnected for any reason, then your participation in the Program will immediately terminate, your Program account will be closed, and any accumulated number of on-time payments will be forfeited and not counted or credited for any purposes. Only one member of your household shall be eligible to participate as a customer in the Program at a particular address.

Rewards

The Rewards that are available to you through the Program are based on the number of Stars that you earn. You can earn Stars in the following way:

When you pay with your Energy Texas Bill on time, you will earn 1 (one) Star for every \$10 (ten) U.S. Dollars you spend. You will also earn a onetime 10 Star bonus for enrollment in Paperless Billing, AutoPay, and Peak Perks Rewards only upon initial enrollment.

Redeeming Stars for Rewards

Energy Texas Rangler Rewards Program offers different Rewards based on different Star redemption tiers. One (1) Reward can be redeemed every thirty (30) days. Note that Energy Texas may adjust the items included in each tier at any time in its sole discretion. The Star redemption tiers for redeeming Stars in the Rangler Rewards Program are as follows:

50 Stars may be redeemed for one (1) \$10 Bill Credit
100 Stars may be redeemed for one (1) \$25 Bill Credit

In order to redeem any reward, you must be an active customer and in good standing under the Program at the time of redemption of any reward. Bill credits are deemed to be redeemed as of the issue date of a bill to which they are applied (and in no event prior to such date). You are deemed a customer in good standing (as determined in our sole discretion) if (i) you are at such time receiving Energy Texas electricity service under the Program, (ii) you are not delinquent in any payments due, (iii) you are not otherwise in default under your Terms of Service Agreement, and (iv) you continue to maintain a valid email address

in our account profile. Accordingly, you will not be entitled to apply a bill credit to any bill that is issued as of a date on which you are not both an active customer and in good standing under the Program (irrespective of the period of service associated with such bill). For illustration purposes, and without limiting the foregoing conditions, if you cease electricity services with Energy Texas, then no bill credits will be applied to your final bill because your final bill will have an issue date which is subsequent to the last date on which you were an active customer and in good standing under the Program.

Bill credit rewards, if applicable, will begin appearing on your bill within one or two billing cycles following the time you select and redeem bill credit rewards for which you are eligible. Your bill will note the application of bill credits applied under the Program. If you have selected and redeemed bill credit rewards that have not been applied, please contact us to review the status of your reward. If the amount of any bill credit exceeds the amount of a bill to which it is applied, then we will apply the excess amount to your immediately following bill provided that you are eligible to redeem rewards at such time. If at any time or for any reason you cease to be a Energy Texas customer prior to the application of any bill credits, then all such bill credits will immediately expire and be forfeited by you. In no event and under no circumstances may bill credits be redeemed or exchanged for cash, nor may bill credits be assigned or otherwise transferred in any way. Bill credits have no cash value. Bill credits may not be saved, banked, or otherwise used in any later or future periods other than the current billing cycles in which they are issued. All bill credits reflect U.S. Dollars.

Certain types of rewards will be provided, managed and/or administered by independent third parties. Examples of these types of rewards include gift cards, among other types of rewards. These rewards are considered redeemed when they are fulfilled by either Energy Texas or independent third parties. To receive these rewards, you must be an active customer at the time of fulfillment. Fulfillment can take up to 60 days after the reward is requested by the customer. These rewards and the administration, management, operation and provision thereof are and shall be the sole responsibility of the applicable third party administering, managing, operating and/or otherwise providing the reward. Without limiting the foregoing, all products and services that you may obtain through the Program, including without limitation companion airfare and travel accommodations, movie tickets, magazine subscriptions, and gift cards and certificates, are offered and provided by independent third party providers (and not by Energy Texas), each of which is solely responsible for any and all claims concerning its products or services, whether in contract, warranty, or tort.

IN ADDITION, AND WITHOUT LIMITING ANY OF THE FOREGOING, IN CONSIDERATION FOR YOUR PARTICIPATION IN THE PROGRAM, YOU AGREE (ON YOUR OWN BEHALF, AND ON BEHALF OF YOUR AFFILIATES, HEIRS AND PERMITTED ASSIGNS, IF APPLICABLE) TO INDEMNIFY AND HOLD HARMLESS ENERGY TEXAS AND ITS SUBSIDIARIES, AND AFFILIATES, AND EACH OF THEIR RESPECTIVE AGENTS, REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, PARTNERS, 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 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.

Gift cards and certificates are subject to terms and conditions set by the merchant who issues the gift card or certificate. In no event will Energy Texas be responsible for those terms and conditions or any lack of provision thereof. Any and all terms and conditions for use and expiration of gift cards or certificates are the sole responsibility of the particular merchants and you are strongly encouraged and advised to review such terms and conditions as and when provided by such merchants. You are expressly advised that expiration policies and non-usage fees may apply to gift card/certificate rewards.

A description of current rewards is set forth on Schedule A. Rewards may be changed, removed, modified, or updated at any time at the sole discretion of Energy Texas.

General

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.

Rewards of any type may not be redeemed or exchanged for cash and shall not have nor be deemed to have any cash value. All rewards, including without limitation any unclaimed, unused or contingent rewards, and all rights thereto, shall be immediately be forfeited upon your ceasing to be a customer of Energy Texas for any reason. All rewards are non-transferable. You may not assign, apply, or otherwise transfer any reward to another person, customer, or account (even if you maintain multiple accounts). All Program notifications, if any, will be made by email 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. 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. PROGRAM AWARDS ARE VOID WHERE PROHIBITED BY LAW. All Federal, state and local laws apply.

The Program may be changed, replaced, assigned or cancelled by us at any time at our sole discretion with or without notice to you. These Program Terms & Conditions may be altered, changed, modified or assigned by us at any time with or without notice to you. Rewards available under the Program may be changed, modified, substituted, replaced, ceased, or terminated at any time at our sole discretion with or without notice to you. Your continued participation 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.

Program rewards may not be combined with or applied to third party products or services, or any of our plans which are not Participating Plans. 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.