



Young Energy, LLC DBA Payless Power | PUC Rep #10110  
Mailing Address: P.O. Box 470457, Fort Worth, TX 76147

9/6/2022  
Account No.: 1440804

Maria, Barrios  
500 ANTWOOD DR  
  
FORT WORTH, TX, 76108

## ***Welcome to Payless Power!***

Thank you for choosing Young Energy, LLC d/b/a PAYLESS POWER as your Retail Electric Provider! Attached to this letter are several documents that comprise and make up the entire agreement for electric service provided to you by Payless Power. Please read these documents carefully and keep them for future reference. A copy of these documents shall be available to you online at [www.PaylessPower.com](http://www.PaylessPower.com) in the customer portal.

- Terms of Service
- Prepaid Disclosure Statement
- Electricity Facts Label
- Your Rights As A Customer

If you have any questions, feel free to call our Customer Service Center at (888) 963-9363. The hours of operation are Monday through Saturday from 8:30AM to 5:30PM Central Time. Our customer service representatives are trained to research and resolve any inquiry you may have regarding your electric service with us.

Very truly yours,

Customer Service



## TERMS OF SERVICE AGREEMENT

Version 7-Prepaid

Thank-you for choosing pre-paid electricity service from Young Energy, LLC dba Payless Power! This Terms of Service Agreement (TOS) contains important information regarding your purchase of electricity. Your contract for service with Payless Power includes the following: this Terms Of Service; the Electricity Facts Label (EFL); Your Rights as a Customer (YRAC); and the Prepaid Disclosure Statement (PDS), as they may be amended from time to time. Together, these documents represent the entire agreement between you and Payless Power and supersede any prior understandings, whether verbal or written.

**DEFINITIONS.** The definitions used in this document: "Customer Location" or "Service Location" means the address at which you are receiving power from Payless Power; "ERCOT" means the Electric Reliability Council of Texas, the grid operator in most parts of Texas; "PUCT" means the Public Utility Commission of Texas, an agency that regulates the state's electric industry; "SUP" means the Summary of Usage and Payment; "TDU" is the Transmission and Distribution Utility, an independent company (separate from Payless Power) that owns and maintains the poles and wires that deliver electricity to you.

**NO DISCRIMINATION.** Payless Power will not 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 of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services. We do not use credit score, credit history, or utility payment data as the basis for determining your rate.

### HOW TO CONTACT US.

Toll-free: 1-888-963-9363  
Fax: 1-817-887-5754  
Mail: Young Energy, LLC d/b/a Payless Power PO Box 470457 Fort Worth, Texas 76147  
Website: [www.PaylessPower.com](http://www.PaylessPower.com)  
E-Mail: [inquiries@PaylessPower.com](mailto:inquiries@PaylessPower.com)

Any questions about electric service can be directed to customer service at 1-888-963-9363. The hours of operation are from 9am to 6pm Central Prevailing Time Monday thru Friday and 9am to 5pm Saturday.

**SPANISH LANGUAGE (Idioma Español).** Usted puede obtener el mismo documento impreso detallando los Términos de Servicio en español comunicandose con nosotros al 1-888-963-9363.

**POWER OUTAGES AND EMERGENCIES.** If you have an electrical emergency or a power outage, then please call the TDU in your service area. If you do not know which TDU services your area, then you may call customer service during business hours for assistance.

<b>Outages and Emergencies</b> (Contact the TDU in your area)	1-866-223-8508 AEP Texas 1-800-332-7143 CenterPoint 1-888-313-4747 Oncor 1-888-866-7456 Texas New Mexico Power
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**RIGHT OF RESCISSION.** 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, other than the cost of any electricity you have used. The right of rescission does not apply if you are requesting a move-in. To rescind, contact us 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. You may contact us by toll-free telephone at 1-888-963-9363, by fax at 1-817-887-5754, or by email at [inquiries@PaylessPower.com](mailto:inquiries@PaylessPower.com).

**ELIGIBILITY.** To be eligible for prepaid service, your location must have a provisioned Advanced Metering System (AMS Meter) provided by the TDU. Further, you must have access to an active email address and/or a text-enabled cell phone to receive important notifications about your account (see Preferred Method of Electronic Communications below).

**PRICING.** Your prepaid service will begin on the first meter reading date set by your TDU. The initial purchase price is detailed in the EFL. Please see the final page of this document for details regarding specific billing methodologies for Fixed Price and Variable Price products. Charges for the electricity you consume, as well as any other applicable charges, will be deducted daily from your account balance. Your electric service will continue until your account balance has been exhausted or until service is terminated.

**NONRECURRING TDU CHARGES.** We will charge your account for any nonrecurring fees and charges passed through from the TDU for services they provide at your service location. These service items are charged by the TDU for specific services they may provide to your service location, and vary by TDU. Any non-recurring fees will be itemized separately on the Summary of Usage and Payment. The charges and fees include, but are not limited to new service initiation fees; connection fees; out-of-cycle meter reading fees; meter testing fees; or any disconnect or reconnect fees or charges related to the disconnection or interruption of your service for failure to maintain a positive account balance, dispatch fees, and fees and charges related to tampering and denial of access. TDU charges associated with a switch or move-in event include, but are not limited to self-selected meter reading fees, service connection fees, and move-in fees. You agree to pay all service charges and fees that apply to you.

**NONRECURRING REP CHARGES.** Payless Power may charge various non-recurring fees as shown below. We reserve the right to charge court costs, legal fees, and other costs in collecting past due amounts; such costs vary on a case-by-case basis and cannot be quantified.

<b>Move In / Standard Switch / Self Selected Switch—AEP Texas Central</b>	\$0.00 / \$0.00 / \$0.00
<b>Move In / Standard Switch / Self Selected Switch—AEP Texas North</b>	\$0.00 / \$0.00 / \$0.00
<b>Move In / Standard Switch / Self Selected Switch—Centerpoint</b>	\$0.00 / \$0.00 / \$0.00
<b>Move In / Standard Switch / Self Selected Switch--Oncor</b>	\$0.00 / \$0.00 / \$0.00
<b>Move In / Standard Switch / Self Selected Switch—Texas New Mexico Power</b>	\$0.00 / \$0.00 / \$0.00
<b>Returned Check or Non-Honored Debit/Credit Card Fee</b>	\$29.00
<b>Minimum Payment Fee applied when any payment amount is less than \$150.00</b>	Up to \$14.95 per instance

**TIME-SENSITIVE NOTIFICATIONS.** We will periodically send you electronic notifications about the balance remaining in your account, estimated days remaining until your account balance is exhausted, warnings about service interruptions, payment confirmation codes, and other general information about your electric service and consumption. We may also send you additional notifications through the United States Postal Service. On any day that your account shows less than an estimated five days of electric service remaining (as determined by your forecasted daily consumption and your account balance) we will notify you via your preferred method of electronic communication. Notifications will continue daily until your account balance is exhausted or you replenish your account balance by making a payment.

**PREFERRED METHOD OF ELECTRONIC COMMUNICATIONS.** Time-sensitive notifications will be sent to you by the electronic means you select at enrollment via a text-enabled cell phone, active e-mail address, or via push notifications via the Payless Power app (coming soon). You are solely

responsible for all charges, fees, and taxes that may be imposed by the carrier of your cell phone, email, or internet service you use to receive our notifications.

Prepaid service is contingent on your commitment to ensuring that your designated electronic communications device is in working order and information related to such device (i.e., cellular number or e-mail address) is kept up to date with us. You are responsible for contacting our customer service to provide us with updated and/or corrected contact information if you have changed your cell phone device and number, and/or email address, or you wish to change your preferred method of electronic communications. We are not obligated to resend notifications to you, even if the message could not be delivered for any reason. Failure to comply may result in the disconnection of service if your account balance is exhausted.

**REPLENISHING YOUR ACCOUNT BALANCE; SUMMARY OF USAGE AND PAYMENT; FLEX-PAYMENTS.** You will not receive an invoice from us. To maintain electric service, you must make a payment before your account balance is exhausted. We accept cash and certified funds (such as money orders and cashiers' checks), or debit and credit cards by phone and via the internet. Other payment methods are not accepted and will not prevent a service disconnection. Payless Power will not accept a debit or credit card payment of less than \$75. In other words, all payments processed via the internet or by phone with a credit card must be \$75 or greater because our system will not accept a lesser amount.

All payments will be credited to your account and are applied to the oldest charges first.

Upon request, Payless Power will provide you with a SUP of your account to you or any energy assistance provider acting on your behalf. The SUP may cover activity from any specified period within the last 24 months, as requested by you or the energy assistance provider, and shall be delivered for a fee of up to \$2.95 via e-mail or the U.S. Postal Service.

**LATE INVOICE PENALTY.** Charges or invoices that are past due shall be assessed a one-time 5% charge on all amounts that are past due at the time of the account holders next billing cycle occurrence.

**DISCONNECTION OF SERVICE.** The available account balance must always remain above \$0 to avoid service interruption. The \$0.00 threshold is known as the Disconnection Balance. A daily balance alert shall be sent containing your account balance and the estimated number of days before the balance shall reach the Disconnection Balance. The days-remaining calculation is an estimate, and the balance shall be the sole factor determining if service may be interrupted for non-payment.

Disconnections will be delayed if your current account balance reaches zero on a weekday night, weekend or during any period in which the prepayment mechanisms are not available or our customer service is not open. During such times, we will continue to provide electricity to you but your account will accumulate additional charges and accrue a negative current balance. Once normal business hours resume, we may request the TDU disconnect your service. You must make a payment great enough to raise the account balance to a positive level of up to \$75 to reconnect service. We will authorize the TDU to disconnect your electric service if you fail to replenish your account balance before it is exhausted, fail to make alternative payment arrangements before the disconnection date, or fail to comply with the terms of an agreed payment plan. If you are disconnected, you still owe all charges.

**REFUNDS.** After termination of this Agreement, if your account balance is positive by more than \$5 we will either credit the funds back to the credit or debit card used to make the payment or mail a check in the account holder's name to the billing address identified by the customer. The normal timeline for refunds is 7 business days from the final meter reading. If you have a positive account balance of \$5 or less, we will notify you of the unexpended balance and advise that you may contact us to request a refund of the balance. If a positive account balance of \$5 or less remains unclaimed for more than 90 days after account termination, you agree to allow us to donate the amount to a bill payment assistance program of our choice.

**ALTERNATE PAYMENT ARRANGEMENTS, PAYMENT ASSISTANCE, AND LOW INCOME DISCOUNTS; LEVEL OR AVERAGE PAYMENT 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. We participate in state programs that offer rate reductions for low income customers who qualify.

**CONTRACT TERM & TERMINATION OF SERVICE.** The actual length of time committed to shall be detailed in the Electricity Facts Label for the product selected. Service may be terminated at any time by calling into the call center and requesting services be permanently ended. Service may be terminated without an early termination penalty if the account holder moves to another premise, provides evidence the account holder is moving, and provides a forwarding address.

**RIGHTS AND OBLIGATIONS AT TERMINATION.** Regardless of when or how this Agreement is terminated, you are still obligated to pay the full amount of all charges, fees and taxes based on the actual amount of electricity used. You agree to pay all amounts that are due at termination. If we are canceling, our obligation to provide electric service to you will end either on the date specified in the notice we provide, or immediately if we are terminating service for misrepresentation or fraud. We reserve the right to pursue all other legal remedies in addition to cancellation.

**CHANGES IN TERMS OF SERVICE.** We may change the recurring charges for electricity, including ancillary services in accordance with the EFL without notice. We can also change any other provision of this Agreement in any way as often as we may, but we must provide you written notice of the changed terms at least fourteen (14) days in advance of the date that the changes will take effect. We will send the written notice to you with an Invoice or in a separate mailing or email (our option) based upon the account preferences for written communication. If you decline to accept the changes, you may cancel this Agreement without termination fee or penalty. If you do not cancel this Agreement the changes will become part of your Agreement with us on the effective date.

**CUSTOMER INFORMATION.** We must obtain information about your daily use of electricity from a third-party service provider to provide service under any offered pre-paid plan. By agreeing to this TOS, you authorize your TDU and the third-party service provider to release certain information, including service address, telephone number, Electric Service Identifier number (ESIID), historical usage information and daily use tabulated via the AMS meter at the premises. In some cases, we may also use third-party agencies to collect, analyze and/or process information on our behalf. We require such third parties to handle proprietary customer information in a manner consistent with the confidentiality requirements applicable to us under the PUCT rules. (For the full text of this rule, see [www.puc.state.tx.us/rules/subrules/electric/25.472/25.472.pdf](http://www.puc.state.tx.us/rules/subrules/electric/25.472/25.472.pdf).)

**FORCE MAJEURE.** Young Energy, LLC d/b/a PAYLESS POWER will make commercially reasonable efforts to supply electricity but we do not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of our control ("Force Majeure events") may result in interruptions in service, and we are not liable for any such interruptions. We do not generate electricity nor do we transmit or distribute electricity. Therefore, you agree that we shall not be liable for damages caused by Force Majeure events including, but not limited to, acts of God, acts of war or terrorism, acts of any governmental authority or governmental agent, accidents, strikes, labor troubles, required maintenance work, interruption of the fuel supply, inability to access the TDU distribution system, non-performance by the TDU, or any cause beyond our control.

**LIMITATIONS OF LIABILITY.** All liabilities not excused by Force Majeure or otherwise shall be limited to direct actual damages. Neither you nor we shall be liable to the other for consequential, incidental, punitive, exemplary or indirect damages. Claims to lost profits or penalties of any nature are hereby waived by both parties. These limitations apply regardless of the cause of any liability or damages.

**REPRESENTATIONS AND WARRANTIES.** Electricity sold under this Agreement will meet TDU standards and will be supplied from a variety of generation sources. We make no representations or warranties other than those expressly set forth in this Agreement. Young Energy, LLC d/b/a PAYLESS POWER expressly disclaims all other warranties, express or implied, including warranties of merchantability, conformity to models or samples and fitness for a purpose.

**TAXES.** Customer will be responsible for and will indemnify us for all taxes, including but not limited to all federal, state, local taxes, fees, governmental charges, assessments, and charges presently or hereafter imposed on you as a purchaser of electricity under this Agreement, or on electricity sales transactions, including gross receipts taxes, generation, utility, regulatory, BTU or electricity taxes and assessments. This provision shall survive termination of the Agreement.

**ASSIGNMENT.** You may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of Young Energy, LLC d/b/a PAYLESS POWER. We may, without your consent: a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof about any financing or other financial arrangements; b) transfer or assign this Agreement to an affiliate; c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of our assets; and/or d) transfer or assign this Agreement to a certified REP. In the case of (b), (c) or (d) any such assignee shall agree in writing to be bound by the terms and conditions hereof. Customer hereby acknowledges and consents to Young Energy, LLC d/b/a PAYLESS POWER's pledge and contingent assignment or subrogation of all rights and obligations hereunder. In the event, any other provision of this Agreement shall be deemed to prohibit or otherwise restrict Young Energy, LLC d/b/a PAYLESS POWER's assignment, subrogation or pledge of its rights hereunder, this provision shall control. Upon any assignment, you agree that Young Energy, LLC d/b/a PAYLESS POWER shall have no further obligations hereunder.

**TITLE; RISK OF LOSS; AND IDEMNITY.** Customer acknowledges that we do not have care, control or custody of your property or premises, or of any electrical facility, including, but not limited to, lines, wires, or the meter located on or near your property or premises. Title to electricity and risk of loss related to electricity shall transfer from PAYLESS POWER to you at the meter which is measuring your usage of electricity under this Agreement. You further acknowledge that you are in exclusive control of electricity coming from such meter and that you have sole legal responsibility for any damages or injury caused by the electricity. You agree to indemnify, defend, save and protect us, and hold us harmless from any claims, including claims for personal injury, death, property damage and attorney's fees, arising from any act or incident occurring when title to electricity is in your exclusive control despite our negligence or strict liability.

**GOVERNING LAW.** This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of any Texas conflict of laws provisions that would apply the laws of another jurisdiction. Except as otherwise provided in this Agreement, the Texas Uniform Commercial Code ("UCC") shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC.

**ENTIRE AGREEMENT.** There are no documents that are a part of this Agreement other than the items identified in the first paragraph of this document. There are no prior or contemporaneous agreements or representations affecting this Agreement other than those expressed herein. The customer does not have the right to add, delete or change any of the terms of this Agreement. No employee or agent of Young Energy, LLC d/b/a PAYLESS POWER has the authority to orally add, delete or change any terms. We can change the Agreement, but only as set forth above in the section called "Change in Terms of Service."

**FIXED PRICE PRODUCTS.** The EFL includes details about Payless Power's fixed price product which includes an Energy Charge per kWh and Daily Customer Fee. The average price for electric service reflects the Energy Charge, a Daily Customer Fee (for thirty (30) calendar days) and all existing recurring charges excluding state and local sales taxes, and the State Miscellaneous Gross Receipts Tax reimbursement. The Energy Charge may change if there are: changes to TDU Delivery Charges or regulatory charges; or changes in law that impose new or modified fees that are out of our control. Your actual price for electric service and your actual electricity usage will be shown on your account update. This will be used to calculate your daily usage amount. This Agreement will be effective as of the initial meter read date following completion of enrollment with us. Unless terminated as outlined in this Agreement, your service will continue for the term specified in the EFL. Upon expiry of the term you can choose another product with us, or choose another electricity provider. After the rescission period described in the "Your Right to Cancel" section expires, we reserve the right to assess a cancellation fee specified in your EFL if you cancel your service under this Agreement prior to the expiration of your initial term, or if your service is cancelled by us due to your breach of the terms of this Agreement.

We will notify you at least thirty (30) calendar days (or one billing cycle) prior to the end of the initial term with a contract expiration notice. At the end of your initial term, unless a renewal term greater than one (1) month is established with your affirmative consent, your Agreement will expire. If you take no action your service will automatically continue under a variable priced, month-to-month plan with no cancellation penalty. If you are on the variable priced, month-to-month plan, the Energy charge and/or Daily Customer Fee may change at any time and from time-to-time at Payless Power's sole discretion. Your actual price for electric service and your actual electricity usage will be shown on your account update. This will be used to calculate your daily usage amount.

**VARIABLE PRICE PRODUCTS.** A month-to-month product with a contract term of less than 31 days. The EFL includes details about Payless Power's variable price product that includes an Energy Charge per kWh and Daily Customer Fee. The average price for electric service reflects the applicable Energy Charge, the applicable Daily Customer Fee (for thirty (30) calendar days) and all existing recurring charges excluding state and local sales taxes, and the State Miscellaneous Gross Receipts Tax reimbursement. The Energy Charge may change if there are: changes to TDU delivery charges or regulatory charges; or changes in law that impose new or modified fees that are out of our control. In addition, the Energy Charge and/or Daily Customer Fee may change at any time and from time-to-time at Payless Power's sole discretion, without prior notice. A change in Energy Charge and/or Daily Customer Fee does not constitute a material change of the delivery of electric service by Payless Power. Your actual price for electric service and your actual electricity usage will be shown on your Account Update. This will be used to calculate your daily usage amount.

**PROMOTIONAL CREDITS & CHARGEBACK PERIOD.** Any product whereby a Promotional Credit is applied shall be subject to the charge being reversed or charged back if service is not maintained for 180 days or more from the date of activation.



## Prepaid Disclosure Statement (PDS)

March 4, 2022

### Important Notice

*Prepaid electric service means you purchase electricity before it is used. You will not receive a regular, monthly bill. The continuation of electric service depends on you prepaying for service on a timely basis and if your current balance falls below the disconnection balance, your service may be disconnected with little notice.*

***Prepaid service is not available to customers who are officially designated as a Critical Care Residential Customer or Chronic Condition Residential Customer.***

***Some assistance agencies may not provide bill payment assistance programs to customers that use prepaid service. Additional information is provided below. (<http://bit.ly/2vGX3fb>)***

**Connection Balance:**

***How do I start prepaid service?***

To open your prepaid account, you must make a payment to establish a connection balance of up to \$75.

The payment amount includes the charges listed below:

TDU Service Area	Move In/Standard Switch/Self-Selected Switch
AEP Texas Central	\$0.00 / \$0.00 / \$0.00
AEP Texas North	\$0.00 / \$0.00 / \$0.00
Centerpoint	\$0.00 / \$0.00 / \$0.00
Oncor	\$0.00 / \$0.00 / \$0.00
Texas New Mexico Power	\$0.00 / \$0.00 / \$0.00

After these fees are deducted, your initial account balance will have up to \$75 available.

Utility fees may also apply.

The fees will be:

- paid in addition to the costs of enrolling in the service.
- subtracted from your account balance.

***“Please contact Payless Power at 1-888-963-9363 for more information about utility fees. Payless Power can help you fill-in the worksheet below to determine your account balance after utility fees are subtracted.***

<b>Initial Account Balance</b>	<b>\$</b>	<b>75</b>
<b>- Utility Fee</b>	<b>\$</b>	<b>0.00</b>
<b>Account Balance</b>	<b>\$</b>	<b>75</b>

<p><b>Fees:</b> <b>What other fees may I be charged?</b></p>	<p>Please see the Terms of Service document for a complete list of charges that may be assessed or passed through.</p>
<p><b>Making a Payment:</b> <b>How do I make a payment?</b></p>	<p>Credit Card 24 hours/day and 7 days/week:</p> <ul style="list-style-type: none"> <li>• Online at <a href="http://www.PaylessPower.com">www.PaylessPower.com</a></li> <li>• Self Service IVR at 1-888-963-9363</li> </ul> <p>Check or Money order by mail (please allow 5 business days for processing)</p> <ul style="list-style-type: none"> <li>• PO Box 470457. Fort Worth, TX 76147</li> </ul> <p>Cash Payment Centers (additional fees may apply and may vary between payment centers)</p> <ul style="list-style-type: none"> <li>• See <a href="https://paylesspower.com/payment-options/">https://paylesspower.com/payment-options/</a> for locations and hours.</li> </ul> <p>All payments do not need to be verified, and a text or email shall be sent as confirmation of receipt of payment.</p>
<p><b>Electricity Payment Assistance:</b> <b>Will payment assistance be available to me?</b></p>	<p>If you qualify for low-income status or low-income assistance, have received energy assistance in the past, or you think you will need energy assistance in the future; you should contact the billing assistance program to confirm that you can qualify for energy assistance if you need it.</p> <p>Energy or bill payment assistance may be available, please call Payless Power toll-free at 888-963-9363 for additional information.</p>
<p><b>Communications:</b> <b>How will the company contact me for important notices?</b></p>	<p>We will contact you by text message, email, web application, or by a downloadable smart phone application with push notifications as required by §25.498(c)(5)(A)} for important notifications including current balance requests, payment confirmation codes, and disconnection warnings.</p>
<p><b>Disconnection:</b> <b>How can I avoid having my electricity disconnected?</b></p>	<p>It is important to maintain an account balance at or above \$0 or your service may be disconnected. This is called a “disconnection balance.”</p> <p>You will be notified 2 days before your account balance is <i>expected</i> to fall below \$0.</p> <p>If your account balance falls below \$0 more quickly than expected, service may be disconnected as little as one day after you receive the low balance notification.</p>

<p><b>Reconnection:</b></p> <p><b>How do I restart prepaid service if my electricity is disconnected?</b></p>	<p>If your service is disconnected, and your account has a negative balance, you must pay off that amount in addition to the amounts disclosed below.</p> <p>To restart prepaid electric service, you must make a payment to establish a positive balance of up to \$75.</p> <p>Utility fees may also apply. The fees will be:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> paid in addition to the costs of enrolling in the service.</li> <li><input checked="" type="checkbox"/> subtracted from your account balance.</li> </ul>
<p><b>Deferred Payment Plans:</b></p> <p><b>When is a deferred payment plan available?</b></p>	<p>Deferred payment plans are available upon request in the following situations:</p> <ul style="list-style-type: none"> <li>• If your account reaches a negative balance of \$50 or more during an extreme weather event.</li> <li>• If a state of disaster has been declared in your area by the Governor of Texas and the Public Utility Commission requires that deferred payment plans be offered.</li> <li>• If Payless Power has underbilled your account by \$50 or more for reasons other than theft of service.</li> </ul> <hr/> <p>If you enter into a deferred payment plan, Payless Power 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 company while the switch-hold is in place. For more information regarding switch-holds, contact Payless Power.</p>
<p style="text-align: center;">Payless Power, REP# 10110, Version No. 3 Customer Service: Toll Free 1-888-963-9363 Monday-Friday 8:30AM-5:30PM CST PO BOX 470457. Fort Worth, TX 76147</p>	



## ELECTRICITY FACTS LABEL (EFL)

PTC 12 Month Rate Lock

Oncor Electric Delivery Service Area effective as of September 1, 2022

<b>ELECTRICITY PRICE</b>	<b>Average Monthly Use</b>	500 kWh	1000 kWh	2000 kWh
	<b>Average Price per kWh</b>	16.7¢	16.4¢	16.2¢
	<p>This price disclosure is based on the following:</p> <p style="margin-left: 40px;">Energy Charge    11.6464¢    per kWh.</p> <p style="margin-left: 40px;">TDSP Delivery Charge    4.4076¢    per kWh; passed through based on daily usage.</p> <p style="margin-left: 40px;">TDSP Monthly Charge    \$3.42    per month; prorated and passed through daily.</p>			
	0			
<b>OTHER KEY TERMS</b>	See Terms of Service statement for a full listing of fees, deposit policy, and other key terms.			
<b>DISCLOSURE CHART</b>	Type of Product	Fixed Price Product		
	Contract Term	12 Months		
	Do I have a termination fee or any fees associated with terminating service?	Yes - \$99		
	Can my price change during contract period?	Yes		
	If my price can change, how will it change, and by how much?	The price applied in the first billing cycle may be different from the price in this EFL if there are changes in TDSP charges; changes to the Electric Reliability Council of Texas or Texas Regional Entity administrative fees charged to loads; or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs that are outside our control.		
	What other fees may I be charged?	See Terms of Service		
	Is this a prepaid product?	Yes		
	Does Payless Power purchase excess distributed renewable generation?	No		
	Renewable content of this product?	26.2%		
	The statewide average for renewable content is	28.9%		

Young Energy, LLC DBA Payless Power, REP# 10110

202209014

Customer Service: Toll Free 1-888-963-9363 Mon-Sat 8:30AM-5:30PM CST

PO BOX 470457 Fort Worth, TX 76147

Payless Power and SmarTricity with Flex Pay are trademarks of Young Energy LLC d/b/a Payless Power



## YOUR RIGHTS AS A CUSTOMER

### Version 6

This document summarizes Your Rights as a Customer, and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUC). These rules apply to retail electric providers (REPs). You may view the PUC's rules at [www.puc.state.tx.us/rules/subrules/electric](http://www.puc.state.tx.us/rules/subrules/electric). Contact information is shown below on page 4 of this document.

**RIGHT OF RESCISSION.** For switch requests, until midnight on the third federal business day after you receive the Terms of Service, you have the unconditional right to rescind your contract without penalty or fee of any kind, other than the cost of any electricity you have used. The right of rescission does not apply if you are requesting a move-in. The Terms of Service has details on how to rescind your contract.

**UNAUTHORIZED CHANGE OF SERVICE PROVIDER.** A REP must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched without your authorization, you may request the REP provide you with a copy of your authorization. The REP must submit this to you within 5 business days of your request. If you are not satisfied with the response, you may file a complaint with the PUC at the address provided below on page 4 of this document. Upon receipt of a complaint filed with the PUC, the REP must respond within 21 days of receipt of the complaint, providing all documentation relied upon by the REP to authorize the switch, and corrective actions taken to date, if any.

If a REP is serving your account without proper authorization, they must work with other market participants to take all actions necessary to return you to your original REP as quickly as possible. Your original REP has the right to charge you at the price disclosed in your terms of service from either the date you are returned to your original REP, or any prior date chosen by your original REP for which that REP had the authorization to serve you. The REP that served you without proper authorization shall, within five days from the date that your service is returned to your original REP, refund all charges paid for the time period the original REP ultimately charges you. In addition, the REP that served you without your authorization is responsible for paying all charges associated with returning your service to your REP of choice. For periods that the unauthorized REP served you that are not charged to you by your original REP, the REP that served you without your authorization may charge you, but at a rate no higher than the rate you would have been charged by your original REP.

**UNAUTHORIZED CHARGES.** Before any charges are included on your electric bill or deducted from your current account balance, your REP must inform you of the product or service, all associated charges, how these charges will appear on your bill or statement of usage and payment and obtain your consent to accept the product or service. Your REP must provide you with a toll-free telephone number and address you may use to resolve disputes or ask questions about your bill or statement. If you believe you have received unauthorized charges, you may contact your REP to dispute such charges and may file a complaint with the PUC. Your REP is prohibited from terminating your electric service for nonpayment of an unauthorized charge or filing an unfavorable credit report against you for disputed unpaid charges that are alleged to be unauthorized, unless the dispute is ultimately resolved against you.

If the charges are determined to be unauthorized, your REP must cease the unauthorized charge and refund or credit all money you paid for any unauthorized charge within 45 days. If charges are not refunded or credited within 3 billing cycles, interest shall be paid to you at an annual rate established by the PUC until the charges are refunded or credited. You may request all billing records under the REP's control related to any unauthorized charges within 15 business days after the date the unauthorized charge is removed from your account. Your REP is prohibited from re-billing you for charges determined to be unauthorized.

**LOW-INCOME CUSTOMER DISCOUNTS.** REPs participate in state programs that offer utility bill assistance for qualified low-income customers.

**FINANCIAL AND ENERGY ASSISTANCE.** REPs must offer payment assistance to customers who express an inability to pay or need payment assistance. REPs must also offer average payment plans. If you receive food stamps, Medicaid, TANF or SSI from the TDHS or your household income is not more than 125% of federal poverty guidelines you may qualify for energy assistance from the Texas Department of Housing and Community Affairs (TDHCA).

**PAYMENT ASSISTANCE PROGRAMS, DEFERRED PAYMENT PLANS AND OTHER PAYMENT ARRANGEMENTS.** If you cannot pay your charges, call your REP immediately. Your REP may offer you a short-term payment plan that allows you to pay your charges after your due date, but before any additional charges are due or your account is exhausted. In addition, you may qualify for a "deferred payment plan" which may allow you to pay an outstanding amount due in installments. The REP may require an initial payment to initiate the agreement. Your REP must offer you

a deferred payment plan unless you have received more than two disconnection notices during the past 12 months or you have been their customer for less than 3 months and do not have sufficient credit or payment history with another REP. All REPs must offer customers deferred payment plans for charges that are due during an extreme weather emergency and to customers who have been under-billed \$50 or more. A deferred payment plan may include a penalty for late payment. If you do not fulfill the terms of the payment arrangement or deferred payment plan, your REP may request the TDU to disconnect your electric service.

**DISCONNECTION OF SERVICE.** For customers who do not pay their electric bill by the due date, the REP may request the TDU to disconnect the electric service after a required notification. If payment is received, or satisfactory payment arrangements are made prior to the service disconnection date, your REP will continue to serve you under the Terms of Service in effect prior to issuance of the notice.

In most cases, the REP must provide you with a written Disconnect Notice, which must be mailed to you separately (or hand-delivered) no earlier than the first day after the date your bill was due. The disconnection date must be 10 days from the date the notice is issued and may not fall on a holiday or weekend or day that the REPs personnel are unavailable to take payments and service can be reconnected. If you are an Advanced Metering System ("AMS") prepaid customer, the REP must provide a disconnection warning at least one day and not more than seven days before your current account balance is exhausted. The REP is required to transmit disconnection notices by either mail or hand-delivery, unless you have agreed to receive disconnection notices by email.

Your REP may not order the disconnection of your service for any of the following reasons:

- failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household;
- failure to pay any charge unrelated to electric service;
- failure to pay a different type or class of electric service not included on the account's bill when service was initiated;
- failure to pay under-billed charges that occurred more than 6 months prior to the current billing (except theft of service);
- failure to pay any disputed charges until your REP or the PUC determines the accuracy of the charges and you have been notified of this determination;
- Failure to pay charges arising from an underbilling due to any faulty metering, unless the meter has been tampered with or unless such underbilling charges are due to non-compliant meters or meter tampering; or
- failure to pay an estimated bill unless the estimated bill is part of an approved meter-reading program or is based on an estimated meter read by the TDU.

Additionally, your REP may not order the disconnection of your service:

- if the REP receives notification by the disconnection date that an energy assistance provider will forward sufficient payment for you;
- for non-payment during an extreme weather emergency, and upon request, the REP must offer you a deferred payment plan for bills due during the emergency; or
- for non-payment if you inform the REP, prior to the disconnection date stated on the notice, that you or another resident of the service location have a critical medical need for electric service. However, to obtain this exemption, you must enter into a deferred payment plan with your REP and have the attending physician submit a written statement attesting to the necessity of electric service to support life. This exemption from disconnection shall be in effect for 63 days and may be applied for again after the 63 days has expired and the deferred payment plan has been fulfilled.

Your REP may order the disconnection of your electric service, with proper notice or warning, for any of the reasons listed below:

- failure to pay a bill owed to the REP or to make a deferred payment arrangement by the date of disconnection;
- failure to maintain a positive current account balance;
- failure to comply with the terms of a deferred payment arrangement or other payment agreement made with the REP;
- using service in a manner that interferes with the service of others or the operation of nonstandard equipment;
- failure to pay a deposit required by the REP; or
- failure of a guarantor to pay the amount guaranteed when the REP has a written agreement, signed by the guarantor, which allows for disconnection of the guarantor's service.

Under certain dangerous circumstances (such as unsafe electric line situations) a REP may authorize your TDU to disconnect your electric service without prior notice to you.

**AVAILABILITY OF OTHER SERVICE PROVIDERS.** If your service is disconnected, or you are notified that you are subject to disconnection of your electric service, you may obtain service from another REP; see the PUC website for information about other REPs.

**COMPLAINT RESOLUTION.** Please contact your REP if you have specific comments, questions or complaints. Complaints may be submitted in person, or by letter, facsimile, email, or telephone. Upon receipt of a complaint, your REP must investigate and notify you of the results within 21 days. If you are dissatisfied with the results of the investigation, you may request a supervisory review, if available. Your REP must advise you of the results of the supervisory review within 10 business days of your request. If your REP does not respond to your complaint in writing, the REP shall orally inform you of the ability to obtain your REP's response in writing upon request. If you are dissatisfied with the results of the investigation or

supervisory review, you may file a complaint with the PUC or the Office of the Attorney General, Consumer Protection Division Please include the account holder's name, billing and service addresses, telephone number, name or your REP and account number, as well as an explanation of the facts and your requested resolution in your complaint. For a complaint involving a disputed charge, your REP may not initiate collection activities or service disconnection or report the delinquency to a consumer reporting agency while the complaint is pending.

**METER READING AND TESTING.** You have the right to request a meter test. Your REP may submit this request to the TDU on your behalf. If a test is performed more than once in a four-year period, and the meter is determined to be functioning properly, then you may be charged a fee for the additional meter test(s) at the rate approved for your TDU. The TDU or REP will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter. You have the right to be instructed on how to read the meter; contact your REP if you so choose.

**REPORTING OUTAGES.** To report a power outage or emergency, immediately contact the TDU in your area, or call the REP's toll-free number. Contact information is provided below on page 4 of this document.

**RESTORATION OF SERVICE.** If your service has been involuntarily suspended or disconnected, you must contact the REPs customer service to arrange for a service reconnection. Your REP must receive your full payment of amounts then due and owing as shown on a disconnection notice, plus a reconnection fee (if applicable) to order the reconnection of your electric service. If your prepaid service was disconnected after exhausting your current account balance, you must replenish your account with a payment of up to \$75 plus any then past due amounts in order to reconnect your electric service. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate that you have corrected the dangerous situation.

**INVOLUNTARY LOAD SHEDDING.** Your TDU has procedures for implementing load shedding such as rolling blackouts which are initiated by the Electric Reliability Council of Texas ("ERCOT"). Websites for TDUs detailing these procedures are:

AEP - <https://www.aeptexas.com/outages/load-shed-information>;

CenterPoint – <https://www.centerpointenergy.com/en-us/Documents/CEHE-Load-Shed-Document.pdf>

Oncor

– <https://www.oncor.com/content/dam/oncorwww/documents/partners/rep/Load%20Shed%20Information.pdf>

Texas New Mexico Power - <https://www.tnmp.com/sites/default/files/2021-12/tnmp-rep-load-shedding.pdf>

**CRITICAL CARE RESIDENTIAL CUSTOMERS AND CHRONIC CONDITION RESIDENTIAL CUSTOMERS.** If you or another person permanently residing at the service location has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life, or has a serious life-long 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 person's medical condition, you must communicate this need in writing to the REP. The REP can provide you with the eligibility determination form adopted by the PUCT, which you and your physician must complete and return to the REP. If you qualify for the critical care residential customer designation, it will be valid for one year. If you qualify for the chronic condition residential customer designation it will be valid for 90 days. The REP may send you a renewal application prior to the expiration of the designation. Qualification as a critical care residential customer or chronic condition residential customer does not relieve you of your obligation to pay for the services rendered.

**SPECIAL SERVICES.** Payless Power does not offer special services for hearing-impaired customers and programs for customers with physical disabilities. If you have a physical disability or require special assistance regarding your electric account, please contact your REP to become qualified for any of these special services.

**DO NOT CALL LIST.** The PUC maintains a list of customers who do not want to receive telemarketing calls for electric service. To subscribe, call toll-free 1-888-382-1222 or visit the PUC website at [www.puc.state.tx.us](http://www.puc.state.tx.us). Additionally, the PUC maintains a list of customers who do not want to receive telemarketing calls for other purposes. To subscribe, visit the Texas "No Call List" website at [www.texasnocall.com/default.asp](http://www.texasnocall.com/default.asp).

**LANGUAGE AVAILABILITY.** You may request to receive information from your REP in Spanish, or any language in which you were initially solicited. This includes the Terms of Service, Electricity Facts Label, Prepaid Disclosure Statement, Statement of Usage and Payment, bills and bill notices, information on new electric services, discount programs, promotions, and access to customer assistance. You will receive Your Rights as a Customer, termination and disconnection notices in English and Spanish, or English and your designated language if you have designated a language other than Spanish and were originally solicited in that language. .

**PRIVACY RIGHTS.** Except as described below and in the PUC's rules,

<https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/25.472/25.472.pdf>, REPs may not release your proprietary customer information to any other person without your consent. This includes your name, address, account number, type or classification of service, historical electricity usage, expected patterns of use, types of facilities used in providing service, individual contract terms and conditions, price, current charges, billing records, or any information that the customer has expressly requested not be disclosed. Information that is redacted or organized in such a way as to make it impossible to identify the customer to whom the information relates does not constitute proprietary customer information. This prohibition does not apply to the release of your information under certain circumstances as required by law, including release to the PUC, an agent of your REP, consumer reporting agencies, law enforcement agencies or your TDU. A REP may also share this information with a third party for the purpose of marketing such party's products or services to you after you are provided an opportunity to opt-out of the release of your information. In addition, this prohibition does not apply to the release of prior historical usage upon request and authorization of a current customer or applicant of a premise.

Under no circumstances shall a REP or aggregator sell, make available for sale, or authorize the sale of any customer-specific information or data obtained. A customer or applicant may authorize a REP to request from the TDU the monthly usage of the customer's or applicant's premise for the previous 12 months. A REP shall, upon the request of an energy assistance agency, provide a 12-month billing history free of charge that includes both usage data and the dollar amount of each monthly billing. Upon the request of a customer, a REP shall notify a third person chosen by the customer of any pending disconnection of electric service with respect to the customer's account.

<b>Young Energy, LLC d/b/a Payless Power REP Certificate #10110</b>	PO Box 470457 Fort Worth, TX 76147 <a href="http://www.paylesspower.com">www.paylesspower.com</a> <a href="mailto:CustomerService@PaylessPower.com">CustomerService@PaylessPower.com</a>
<b>Customer Service</b>	1-888-963-9363 Toll-Free Customer Service 1-888-963-9363 Hearing & Speech Impaired Customer Service 1-817-887-5754 Fax 1-817-887-5754 Hearing & Speech Impaired Fax
<b>Outages and Emergencies</b> (Contact the TDU in your area)	1-866-223-8508 AEP Texas 1-800-332-7143 CenterPoint 1-888-313-4747 Oncor 1-888-866-7456 Texas New Mexico Power
<b>Texas Public Utility Commission</b>	Consumer Protection Division P.O. Box 13326 Austin, Texas 78711-3326 <a href="http://www.puc.state.tx.us">http://www.puc.state.tx.us</a> <a href="mailto:customer@puc.state.tx.us">customer@puc.state.tx.us</a> 1-512-936-7120 Direct 1-888-782-8477 Toll Free 1-512-936-7003 Fax