



This document summarizes your rights as a customer and is based on the customer protection rules adopted by the Public Utility Commission of Texas ("PUC") 16 Tex. Admin. Code §§ 25.471-.500. A copy of these rules may be viewed at:

<https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/electric.aspx>

This document only applies to residential and small commercial customers as defined by the PUC's customer protection rules. IHPS provides electricity service without discrimination as to a customer's race, nationality, color, religion, sex or marital status. IronHorse Power Services, LLC is a Texas Limited Liability Company and was issued a REP certification (REP Certificate No. 10289) by the PUC on June 25, 2021, to conduct retail electric business in the entire state of Texas under the name of IronHorse Power Services LLC. Contact information is located at the end of this document.

- 1. Availability of Information in Spanish:** You can request to receive information from IHPS in Spanish, including: Terms of Service documents, "Your Rights as a Customer," bills and bill notices, termination notices, information on new electric services, discount programs, promotions, and access to customer assistance.
- 2. Unauthorized Change of Service Provider or Slamming:** Changing your REP without your authorization is known as "Slamming" and is prohibited by law. If you believe that you were switched to IHPS without your authorization, please contact our Customer Assistance line at 1-866-316-1549 (toll-free) so that we may begin an investigation of your complaint. If you have been slammed, the affected REPs, your TDU and ERCOT will work together to return you to your chosen REP in accordance with the market process approved by the PUC and to ensure that you pay no more than you would have paid if your REP hadn't been switched without your authorization.
- 3. Unauthorized Charges or Cramming:** The inclusion of charges on your electric service bill for a product or service that you did not authorize is known as "cramming." Cramming is prohibited by law. If you believe that an unauthorized charge is on your bill, call us immediately and request an investigation of the disputed charge. We will promptly investigate the matter and will complete the investigation no later than forty-five (45) days after you submit your inquiry to the disputed charge. If we conclude that you have not authorized the disputed charge, we

will remove the charge from your bill and reimburse you for any prior payments relating to the unauthorized charge. If we conclude that you authorized the disputed charge, we will provide you with the documentation and evidence upon which we have based our conclusion. If you are dissatisfied with the results reached by our investigation, you may file an informal complaint with the PUC. During the pendency of our investigation and any subsequent dispute at the PUC, non-payment of the disputed charges will not result in the termination of your service, the disconnection of your service, or the filing of an unfavorable credit report because you have disputed or refused to pay an unauthorized charge. You are still required to pay the undisputed portion of your bill in a timely manner.

- 4. Billing Options and Payment Plans:** If you cannot pay on time, call IHPS right away. We may allow you to pay an outstanding bill after the due date, but before the due date of the next bill. If you have been under-billed by \$50 or more or your bill comes due during an extreme weather emergency, you may qualify for a payment plan or alternative payment arrangement. IHPS offers several convenient payment plans to assist you in managing your electricity bills. Payment plans may require an initial payment or positive payment history to initiate. Please contact our Customer Service Department at 1-866-316-1549 (toll-free) for more details about the bill payment assistance program, budget payment plan, payment arrangements, or deferred payment plans.



5. Critical Care and Chronic Condition

Customers: You have the right to apply for designation as a "Critical Care Residential Customer" or "Chronic Condition Residential Customer." A Critical Care Residential Customer is a residential customer who has a person permanently residing in his or her home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life. A Chronic Condition Residential Customer is a residential customer who has a person permanently residing in his or her home who has been diagnosed by a physician as having a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the person's medical condition. Your attending physician may apply on your behalf to become a "Critical Care Residential Customer" or a "Chronic Condition Residential Customer" if you believe you qualify for this designation. You may obtain a copy of the English or Spanish application using the following links: www.puc.texas.gov/industry/electric/forms/critical/ccform.pdf or www.puc.texas.gov/industry/electric/forms/critical/ccform_spanish.pdf Your TDSP will review the application and determine your eligibility. Qualification does not relieve you of the obligation to pay for your electric services; however, a critical care residential customer may qualify for deferral of disconnection in certain circumstances.

6. Financial and Energy Assistance:

Energy assistance programs are available to Customers experiencing severe financial hardship and temporarily may be unable to pay their bills. Qualified customers may be eligible for rate discounts, energy efficiency programs, or other forms of financial assistance from state and federal agencies. A customer who *receives* food stamps, Medicaid, or SSI from the Texas Department

of Human Services ("TDHS") may automatically qualify for a discount on electric service through the Lifeline program. Customers who do not receive these benefits, but whose household income is not more than 150% of the federal poverty guidelines may also qualify for the discount. For more information you may contact IHPS or Lifeline support at (866) 4-LITE-UP or (866) 454-8387.

7. Cancellation of Terms of Service:

If you have switched to IHPS from another REP, you have the right to cancel your Terms of Service agreement for electric service without penalty or fee of any kind, for a period of three (3) federal business days after you have received our Terms of Service and accepted our offer for electric service. You may cancel your service by calling or emailing IHPS using the contact details included below. You may also terminate your agreement with IHPS without penalty in the event you move to another location and provide reasonable evidence as specified in the Terms of Service; market conditions change and the agreement allows IHPS to terminate the agreement without penalty in response to changing market conditions or; IHPS notifies you of a material change in the terms and conditions of service as stipulated in the Agreement. If you cancel under other circumstances, you may be subject to an early termination fee.

8. Termination of Service:

In IHPS's Service Agreement, we include our termination procedures and will engage in full compliance with PUCT Rules on termination notice. If payment of your electric bill is not received by the due date on your bill, IHPS may disconnect your service, terminate your contract, or transfer your service to the Affiliated REP in your area. If you make satisfactory payment arrangements prior to the termination date, IHPS will continue serving you under the existing terms and conditions that were in effect prior to the issuance of a termination notice.



9. Disconnection of Service: If your payment for electric service is not received by the due date on your bill, your REP will mail you a separate disconnection notice. The disconnection notice will explain that your service may be disconnected. The disconnection date will be no less than 10 (21 days for critical and chronic care) days from the date the notice is issued and may not fall on a holiday or weekend. If, prior to the disconnection date, payment is received or satisfactory payment arrangements are made, your REP will continue to serve you under the terms and conditions of service in effect prior to issuance of the disconnection notice. The reasons your REP may seek to have your electric service disconnected (with prior notice) include:

- Failure to pay a bill for electric service owed to your REP or to make a deferred payment arrangement by the disconnection date set out in the disconnection notice;
- Failure to comply with the terms of a deferred payment agreement made with your 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 your REP; or
- Failure of the guarantor to pay the amount guaranteed when your REP has a written agreement, signed by the guarantor, which allows for the disconnection of the guarantor's service.

At anytime and without notice, your REP may authorize your disconnection for any of the following reasons:

- Where a known and dangerous condition exists for as long as the condition exists;

- Where service is connected without the authority by a person who has not made application for service;
- Where service is reconnected without authority after disconnection for nonpayment;
- Where there has been tampering with the equipment of the TDU;
- Where there is evidence of theft of service.

Your REP cannot authorize 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 underbilled charges that occurred more than six months in the past (except where related to theft of service);
- Failure to pay disputed charges until your REP or the PUCT determines accuracy of the charges and you have been notified of this determination;
- Failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event your utility is unable to read the meter due to circumstances beyond its control; or
- Failure to pay during an extreme weather emergency, during which deferred payment plans will be made available.



10. Reconnection of Service: If your service has been disconnected by your REP for nonpayment, your REP will, upon your satisfactory correction of the reasons for disconnection, notify your TDSP to reconnect your service. If your service was disconnected due to a dangerous situation, we will, upon satisfactory correction of the reasons for the disconnection, notify your TDSP to reconnect your service.

11. Privacy Rights: REPs are prohibited from disclosing or selling confidential customer information, including your: name; address; account number and ESID(s); type or classification of service; historical electricity usage; expected patterns of use; current charges or billing records; and the types of facilities used in providing your service; and the individual terms, conditions and price of your agreement. This prohibition does not apply to the release of your information under certain circumstances as permitted by PUCT rule, including release of your information to the PUCT, any agent of your REP, credit reporting agencies, law enforcement agencies, energy assistance agencies, or your utility. Your REP may also share your information with an agent, vendor, partner, or affiliate of the REP or aggregator engaged to perform any services for or functions on behalf of your REP, including marketing of the REP's products or services, or products or services offered pursuant to joint agreements between your REP and a third party. Your REP may only share your information with a third party for the purpose of marketing.

12. Do Not Call List: Texans may register business phone numbers, addresses and names on the Electric No Call List, which is a state-sponsored list that is intended to limit the number of telemarketing calls relating to the customer's choice of a REP. Texans may register personal numbers and wireless numbers on the statewide Do Not Call List.

The date of your registration determines the date on which you can expect to stop receiving telemarketing calls from REPs:

Date registered	Calls stop by
Jan 1 - Mar 31	June 1
Apr 1 - June 30	Sept 1
Jul 1 - Sept 30	Dec 1
Oct 1 - Dec 31	Mar 1

You may register for the Do Not Call List and the Electric No Call list three ways: by registering online at www.texasnocall.com, by calling toll-free at 1-866-TXNOCAL[L] (1-866-89-6225), or in writing at Texas No Call, P.O. Box 313, E. Walpole, MA 02032. The administrator of the Electric-No Call List may assess a fee for registration of up to \$5.00 per term. The customer any registration fee must be paid by credit card when registering online or by telephone. When registering by mail, any fee must be paid by credit card, check, or money order. If you register for the Electric No-Call List, your name will remain on the list for five (5) years or until you affirmatively request removal from the list, whichever occurs first. If you register for the Do Not Call List, your name will remain on the list for three (3) years or until you affirmatively request removal from the list, whichever occurs first. A customer that registers for inclusion on the electric no-call list may continue to receive calls from telemarketers other than REPs. For more information, please visit <https://www.puc.texas.gov/consumer/phone/nocall.aspx>

13. Meter Testing: As an electricity customer in the state of Texas, you have the right to request a meter test once every four (4) years at no cost to you. If you request additional meter tests within four (4) years, and a meter test is acceptable to standards approved by the PUCT, then you may be charged a fee for the additional meter test pursuant to the approved fee schedule in your local TDSP Utility's tariff. IHPS has the ability to request a test on your behalf. If you request a test,

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whether through IHPS or your TDSP, your TDSP will advise you of the test results, including the test date, the testing person, and if applicable, the removal date of the meter. You have the right to be instructed on how to read your meter. Please contact IHPS for further information.

14. Special Services: Your REP may offer special services for hearing-impaired customers and customers with disabilities. If you have a disability or require special associates regarding your electric account, contact IHPS about these special services.

15. Customer Complaints and Resolutions:

Providing and maintaining high quality customer satisfaction and convenience is IHPS's top priority. If you as a customer or applicant for service have any concerns or complaints about the electric service or charges on your bill, you have the right to make a complaint using the contact information below. To ensure your entitled quality of service, complaints submitted to IHPS may be made by letter, facsimile transmission, e-mail, telephone or in person. Your concern will be promptly investigated and addressed within 21 days of receipt. If you are not satisfied with the results of our investigation, you have the right to file a formal or informal complaint with the PUCT. In filing any complaints to the PUCT, please include your name, billing and service address, and telephone number, name of your TDSP, customer account number, detail of complaint, and any other documentation that supports the complaint. The commission will review the complaint and notify you of the result of their investigation. Submitting a complaint to IHPS is not a prerequisite for submitting a formal or informal complaint with the PUCT.

16. Load Shedding: The Electric Reliability Council of Texas (ERCOT) manages the flow of electric power to more than 26 million Texas customers and must ensure that

electricity supply is sufficient to meet customer demand (also called load) at all times. When there is not enough electricity available to serve demand and ERCOT has exhausted all other available solutions, ERCOT will instruct TDSPs to reduce power on the system to avoid uncontrolled blackouts. This systematic reduction of power is known as an "Involuntary Load Shedding" event. During these events, customers may lose power for varying periods of time until ERCOT is able to restore balance to the electric system. For more information, please visit your TDSP's website:

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

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

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

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



CONTACT INFORMATION	
IHPS Contact Information:	IronHorse Power Services, LLC PUCT License #
Customer Service Hours: Mon-Fri 8am-5pm CST 24/7 after hours via answering service Phone: 1-866-316-1549 (toll free) Email: customerservice@ironhorsepowerservices.com 5430 Alpha Road, Dallas TX 75240 General Office Hours: 8am - 5pm Mon-Fri (CST) Website: www.ironhorsepowerservices.com	TX PUCT License #10289
EMERGENCY SERVICE: In the event of an electric outage, service interruption, or other emergency, the Customer should immediately contact the local Utility, listed below.	
State of Texas	
ONCOR ELECTRIC DELIVERY 1-888-313-4747 CENTERPOINT ENERGY 1-800-332 -7143 AEP TEXAS: 1-877-373-4858 TEXAS NEW MEXICO POWER 1-888-8667456	Public Utility Commission of Texas ("PUCT") Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326 Phone: (512) 936-7120 or in Texas (toll free) 1-888-782-8477 TTY (512) 936-7136, and Relay Texas (toll free) 1-800-735-2989 Fax: (512) 936-7003 E-mail: customer@puc.state.tx.us Website: www.puc.state.tx.us