



**dPi Energy, LLC, PUCT 10130**  
**Terms of Service version 5**

**Welcome to dPi Energy!** This Terms of Service document is for dPi Energy's **variable price product**, and along with the Applicable Electricity Facts Label explain your rights and responsibilities regarding electricity service, as well as our rights and responsibility to you. As your Retail Energy Provider (REP), we arrange with your regional transmission and distribution company for electricity to be delivered to your home or business. If you ever have any questions regarding your electricity service, please do not hesitate to contact us.

**FOR OUTAGES AND EMERGENCIES 24 HOURS, 7 DAYS A WEEK:**

ONCOR service area:	1-888-233-2133	CENTERPOINT service area:	1-800-332-7143
AEP Texas service area:	1-866-223-8508	SHARYLAND service area:	1-956-668-9551
NUECES service area:	1-800-632-9288	TNMP service area:	1-888-866-7456

**dPi Energy Contact Information:**

Customer Service: 1-800-380-8270 (8:00–6:00 M-F) Website: [www.dPiEnergy.com](http://www.dPiEnergy.com) Email: [Support@dPiEnergy.com](mailto:Support@dPiEnergy.com)  
Mailing address: 3350 Boyington Drive, Suite 200, Carrollton, TX 75006

**Term of Our Agreement.** Your initial term of service with dPi Energy will begin on the date on which the first reading of your meter is provided to dPi Energy OR dPi Energy has been confirmed as your Retail Energy Provider by ERCOT and will last for **one month**. Upon expiration of the initial term, our Agreement will automatically renew from month to month when you pay the amount shown on your invoice. If you fail to pay the amount due on your invoice, this agreement (and your service) will be terminated.

**Pricing.** You will be charged for electricity you use at the rate per kilowatt hour ("kWh") described in the Applicable Electricity Facts Label. This charge is inclusive of all applicable energy, transmission, and distribution charges, but does not include non-recurring fees or applicable taxes. The price per kWh is subject to change each time the agreement is renewed and may change because of market changes in applicable transmission and distribution charges, generation fuel prices, and applicable taxes.

**Fees.** In addition to the electricity usage fees discussed above, dPi Energy may impose the following fees: up to a \$19.95 monthly customer fee; up to a \$54.00 connection fee; up to a \$27.50 disconnection fee; up to a \$27.50 re-connection fee; up to a \$100.00 expedite fee; up to a \$25.00 insufficient funds fee; a balancing surcharge of up to \$20; and/or any other fees assessed to dPi Energy by third parties (including, but not limited to, ERCOT, the PUCT, or your regional transmission and distribution company) to service the account. The company may also charge a fee to process payments by check or credit card over the telephone. dPi Energy has a \$250 account set-up fee that is waived for all new customers that remain a dPi Energy customer for at least 6 months; this \$250 account set-up fee will be assessed on accounts that initiate but terminate service in less than 6 months for any reason. **If we find there are more bedrooms in your residence than you disclosed at sign-up, we will charge the difference on the next invoice we send you.**

**Your Right To Cancel.** Within three days (not including Sundays or Federal holidays) after receiving to our Terms of Service, you have the right to cancel your Agreement without fees or penalties of any kind by contacting us at the address or phone number at the head of this document. If you cancel your contract after that time for any reason before the end of the Initial Term, you may be charged for your Account Set-up Fee, which is waived only for customers completing 6 months of service with dPi Energy. You may cancel your Agreement with dPi Energy without penalty if your household moves to another location and establishes services with dPi Energy at that location. For cancellations resulting from your household's move to another location, dPi Energy requires thirty days advanced notice prior to service termination.

**Billing and Payment; Late Fees; NSF fees; Termination for Non-Payment.** You will receive a monthly bill from dPi Energy for electric service. The monthly bill will be due and payable in full within sixteen (16) calendar days of the date of the bill. If your monthly bill is not paid by the due date, you may be assessed a late fee of an additional five percent (5%) of the amount past due for that monthly bill. Customers will be charged a \$25 fee for payments returned for insufficient funds. dPi Energy may use estimated meter readings to generate your bills. If you do not pay your bill on its due date dPi Energy reserves the right to terminate your service upon ten (10) calendar days notice of our intention to do so.

**Critical Care Customer.** If you or someone in your household has an illness or condition that would make the disconnection of electric service a dangerous or life threatening event, you **must** contact dPi Energy right away to notify us of this situation and to obtain the appropriate forms to designate your residence as a critical care location. Qualification as a Critical Care Customer does NOT relieve you of your responsibility to pay your electric bill.

**Dispute Resolution and Complaints.** In the event that you have a complaint regarding your electricity service, or you would like to dispute a charge to your bill simply contact dPi Energy using the contact information above.

**Assistance Paying Your Bills.** Should you have difficulty paying your electric bills you may qualify for special assistance from energy aid groups. You can contact dPi Energy using the contact information above to set up an Average Billing Plan or a Deferred Payment Plan, if you qualify. You can also dial 211 for assistance or contact the Public Utilities Commission at 1-866-454-8387.

**Level Bill Plan.** dPi Energy offers its customers a level billing plan that provides our customers with a stable, predictable and level payment year round. You will be provided a flat rate bill all year long. This bill will be based on prior usage at your residence and how long you have been a customer of dPi Energy. Each customer's situation is unique, so please contact dPi Energy using the information above to obtain the specific details of what your level payment would be.

**dPi Energy's Right to Cancel Your Service; Refusal of Service.** dPi Energy has the right to terminate your service if you do not pay a bill for electric service by the due date or you attempt theft of service, tamper with or bypass metering equipment, or reconnect service without authority. dPi Energy may refuse to provide electric service for any reason not prohibited by law. If denied service under one or more of these provisions, you will be notified.

**Material Changes in Terms of Service.** dPi Energy will notify you at least 14 days prior to a material change in its Terms of Service. This may be provided with your bill or in a separate mailing. If the material change does not favor you, and if the new terms are not acceptable to you, you may terminate the contract within 14 days from the date that the notice is sent to you and no termination penalty shall apply; a termination penalty may apply if action is taken after the 14 days have expired. Note that establishing service with another REP may take up to seven business days. You cannot cancel if the changes favor the customer or are mandated by the PUCT or other regulatory agency.

**Assignment.** You may not assign this Agreement.

**Customer Information.** By entering into this Agreement, you authorize your Local Distribution Utility to release all information to dPi Energy that we need in order to provide you with electricity service including, but not limited to, your address, phone number, account number, historical usage information, and previous payment history.

**Force Majeure.** dPi Energy does not generate, transmit, or distribute your electricity. Events that are outside the control of dPi Energy ("Force Majeure Events") may result in interruptions or irregularities in your electric service. YOU AGREE THAT DPI ENERGY WILL NOT BE HELD LIABLE FOR ANY INTERRUPTIONS OR IRREGULARITIES IN YOUR ELECTRIC SERVICE. YOU AGREE THAT DPI ENERGY WILL NOT BE HELD LIABLE FOR ANY DAMAGES OR CONSEQUENCES RESULTING FROM SUCH FORCE MAJEURE EVENTS.

**Limitations of Liability; Disclaimer of Warranty.** LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. DPI ENERGY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Entirety.** These Terms of Service, along with the Applicable Electricity Facts Label, constitutes the entire agreement between dPi Energy and you. This agreement supersedes any prior agreements or representations. No modification shall be enforceable unless reduced to writing.