



## Online Account Management Service Agreement

8/15/2011

By using Discount Power's Online Account Management Service you are agreeing to the terms and conditions of this Agreement with Discount Power, LLC ("Discount Power"). Discount Power Online Account Management Service (the "Service") is provided in part with assistance from third parties. You agree we may share information with such parties and understand that they will be allowed to use information collected from you only as necessary to assist Discount Power in providing the Service according to the terms set forth herein.

### Online Account Management Service

The Discount Power Online Account Management Service consists of the following features:

- (i) Electronic Bill Presentment;
- (ii) Online Bill Payment;
- (iii) Other features and services Discount Power may elect to provide from time to time under this Agreement.

Discount Power reserves the right to modify any or all features of the Service at any time without notice, or to offer specific features only to qualified customers. Your plan may require that you enroll on one or more of these features.

#### Electronic Bill Presentment.

Your plan may require that you be enrolled in this feature. If enrolled, a notification that your monthly Discount Power electric service bill is available will be sent to your email address, along with a link to view the bill online. We will not charge you fees for utilizing the electronic bill presentment service. In the event you do not receive notification (such as in the case of your providing an invalid email address), **it is your responsibility to periodically logon to the service and check for delivery of new electronic bills.**

Discount Power reserves the right to cancel the presentment of electronic bills at any time. If allowed by your plan, you may cancel electronic bill presentment at any time. Cancellation of your electronic bill presentment may take up to thirty (30) days. **Notwithstanding anything to the contrary, you are responsible for ensuring timely payment of all bills.**

#### Online Bill Payment.

This feature allows you to make "one-time" payments online on/for your Discount Power bill, directly from your bank account and / or using specific credit or debit cards accepted by Discount Power, subject to the terms and restrictions of this Agreement. "Payment Account" refers to the source used for your online payment, whether it be your bank account or your credit or debit card account.

#### Payment Authorization And Payment Remittance.

By initiating an online bill payment, you (i) authorize Discount Power to follow the payment instructions that we receive from you, (ii) certify that any Payment Account you use is an account from which you are authorized to make payments, and any payment you make using the Service will debit a Payment Account that you are legally authorized to use, (iii) authorize Discount Power to debit your Payment Account and remit funds on your behalf so that the funds can be applied to your electric service account, and (iv) also authorize Discount Power to credit your Payment Account for payments returned for any reason. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats. However, we shall incur no liability if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:



1. If your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your Payment Account;
2. The payment processing center used by the Service is not working properly and you know or have been advised about the malfunction before you execute the transaction;
3. You have not provided Discount Power with the correct Payment Account information; and/or,
4. Circumstances beyond our control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be debited from your Payment Account, Pennywise Power shall be responsible for returning the improperly debited funds to your Payment Account, and, if applicable, for any late payment related charges..

#### **Payment Scheduling from Your Bank Account.**

For payments made from a bank account, you may choose the date that you want us to initiate your bill payment (the "Payment Date"). Payment Dates must be prior to any late payment date or expiration of any grace period. You will be responsible for any fees or charges resulting from scheduling payments to be received after your due date.

#### **Payment Cancellation Requests.**

You may cancel or edit any bank payment that has been scheduled but has not yet begun processing (a "Scheduled Payment"). There is no charge from Discount Power for canceling a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted by you to your financial institution. You are responsible for any charges by your financial institution for the cancellation request.

#### **Failed Or Returned Transactions.**

In using the online bill payment feature of the Service, you are requesting Discount Power to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction or your credit limit would be exceeded), the transaction will not be completed. In some instances, you will receive a return notice from us. In such case, you agree that:

1. You will reimburse Discount Power immediately upon demand the transaction amount that has been returned to Discount Power;
2. You will be responsible for any fees or charges due under your electricity Terms of Service;
3. You will reimburse Discount Power for any fees imposed by your financial institution as a result of the return;
4. You will reimburse Discount Power for any fees it incurs in attempting to collect the amount of the returned transaction from you; and,
5. Discount Power is authorized to report the facts concerning the returned transaction to a credit reporting agency.



### **Password Policy.**

Use of the Service requires both log-in information and a password. During the registration process for the Service, you must choose a unique sign-on username ("Username") and password ("Password"). Anyone with knowledge of both a User's User I.D. and Password can gain access to the Service and

the information that is available regarding your account. Accordingly, you must keep your Password secret. By agreeing to the terms and conditions of this Agreement, you agree to be solely responsible for the confidentiality and use of your Password, as well as for any communications entered on or funds transfers authorized through this Service using your Password.

As a condition of use, you must tell us at once if you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission. You may contact us at:

Email: [service@discountpowertx.com](mailto:service@discountpowertx.com)  
Phone: 1-877-455-4674

Pennywise Power reserves the right to reset any Passwords.

### **Address Or Banking Changes.**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone number and email address. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account information should also be made in accordance with the procedures outlined within the application. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. Discount Power is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

### **Service Termination, Cancellation, Or Suspension.**

Any payment(s) already processed before the requested cancellation date will be completed by the Service. Cancellation of the Service does not affect recurring payments. Discount Power may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Usage Agreement.

### **Third-Party Service Fees And Additional Charges.**

You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

### **Confidentiality and Security on Internet.**

Discount Power is committed to keeping the data you provide us secure and will take reasonable precautions to protect your personal information from loss, misuse or alteration, including limiting access to such information within Discount Power to authorized individuals and destroying personal information that we decide not to retain in a manner designed to make it unreadable or undecipherable. For your protection, Discount Power reserves the right to view, monitor and record activity on the Service without notice or permission from you.

Consistent with our [Privacy Statement](#), Discount Power will store and protect this information in the same manner we store and protect other personally identifying customer information. We may disclose information to third parties about your account or the transfers you make as discussed in our Privacy Statement, including:



(i) Where it is necessary for completing transactions (for example, to a payment processing service), or  
(ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or (iii) To respond to information requests of governmental authorities or where required by law or regulation, or (iv) If you give us your written permission.

We also reserve the right to provide non-personally identifying information such as aggregate data to third parties. See our [Privacy Statement](#) for further details.

Agents, contractors, or partners of Discount Power who have access to your personal information in connection with providing services for Discount Power are required to keep the information confidential and are not permitted to use this information for any other purpose than to carry out the services they are performing for Discount Power.

Discount Power is not responsible for the actions of any third parties that may obtain any personal information. Users of this service may review and correct personal information about them maintained by Discount Power by selecting the Settings link within the Service.

Discount Power will not be responsible for any loss resulting from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars or governmental restrictions.

#### **Alterations and Amendments.**

This Agreement, applicable fees and service charges may be altered or amended by Discount Power from time to time. In such event, Discount Power shall provide notice to you. Any use of the Service after Discount Power provides you a notice of changes will constitute your agreement to such change(s). Further, Discount Power may from time to time revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, Pennywise Power reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the more recent revisions and updates.

#### **Exclusions Of Warranties.**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "**AS IS**" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR TIMELY PAYMENT OF ALL ELECTRIC SERVICE BILLS.

#### **Other Terms and Conditions.**

The terms and conditions set forth herein are in addition and are not by way of limitation to any Terms of Service or tariffs or other regulations governing the terms and conditions pursuant to which Discount Power provides you electricity and related services or the terms and conditions pursuant to which Discount Power provides you use of the Discount Power website.

#### **Choice of Law.**

This Agreement shall be governed by the laws of Texas, without regard to the choice of law or conflict of law rules thereof.

#### **Disputes.**



In the event of a dispute regarding the service, you and Discount Power agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and Discount Power which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Discount Power

relating to the subject matter of this Agreement. If there is a conflict between what a representative of Discount Power or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.

**Assignment.**

You may not assign this Agreement to any other party. Discount Power may assign this Agreement or assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**No Waiver.**

Discount Power shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Discount Power. No delay or omission on the part of Discount Power 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 any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Captions.**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

**Partial Invalidity.**

If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force.

**Registration; Participation; Limitation**

When registering with discountpowertx.com for Online Account Management Service, you represent and warrant that: (i) you are 18 years old or older; (ii) you are using your actual identity and that any information you provide to Discount Power is accurate and complete; and (iii) your registration with Discount Power will not violate any local, state, national or international laws or regulations.

**Disclaimer of Damages.**

**IN NO EVENT SHALL DISCOUNT POWER BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF \$2,500.00 OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE USE OF THE SERVICE.**