

Your Rights as a Customer

This document summarizes Your Rights as a Customer ("YRAC"). The YRAC is based on customer protection rules adopted by the Public Utility Commission of Texas ("PUC") that apply to all retail electric providers ("REPs"). You may view these rules at <http://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/Electric.aspx>. Tesla's contact information, as well as contact information for the PUC and your transmission and distribution utility ("TDU"), is located at the end of this document.

Obtaining & Canceling Service

Unauthorized Change of Service Provider or "Slamming" – A retail electric provider ("REP") must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched without your authorization, which is called "slamming," you should request that the REP provide you with a copy of your authorization and verification. The REP must submit this to you within 5 business days of your request. If you are not satisfied with this response, you may also file a complaint with the PUC at the address provided below. Upon receipt of a complaint filed with the PUC, the REP must respond within twenty-one (21) days of receipt of the complaint, providing all documentation relied upon by the REP related to the authorization to switch, and any 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 invoice you at the price disclosed in your Contract from either: 1) the date you are returned to your original REP, or 2) 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 (5) 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 invoices 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 invoiced to you by your original REP, the REP that served you without your authorization may invoice you, but at a rate no higher than the rate you would have been charged by your original REP.

Right of Rescission: If you are switching from one REP to another, you can cancel your acceptance of the Agreement with your new REP without penalty or fee by contacting your new REP before midnight of the third federal business day after the date you receive your Terms of Service. If you are enrolling online, upon acknowledging your authorization you will have the opportunity to print and/or save your Agreement and the rescission period begins on the date you receive the Terms of Service. If you notify your new REP of your desire to cancel after the expiration of the three-day period described above, your new REP is not required to cancel the Agreement and you will remain responsible for all service rendered to you at the enrollment address and charges assessed by your new REP (including any early termination fee) until your switch to another REP is made. This right of rescission does not apply to applicants requesting a move-in, to customers whose REP transfers the customer to the POLR, or when a REP "drops" a customer to the affiliated REP for nonpayment. For details on how to cancel the Agreement, please see your Terms of Service document.

Billing Issues

Unauthorized Charges or "Cramming" – Before any new charges are included on your electric bill, your REP must inform you of the product or service, all associated charges, and how these charges will appear on your electric bill, as well as obtain your consent to accept the product or service. Your REP must provide you with a toll-free telephone number and address that you may use to resolve any billing dispute or to ask questions about your bill. If you believe your electric bill includes unauthorized charges, you may contact your REP to dispute such charges and may file a complaint with the PUC. Your REP will not seek to disconnect your electric service for nonpayment of an unauthorized charge or file 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 will cease charging you for the unauthorized service or product, remove the unauthorized charge from your bill, 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 on the amount of any unauthorized charge until it is refunded/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 bill. Your REP will not re-bill you for any charges determined to be unauthorized.

Deferred Payment Plans and Other Payment Arrangements – If you cannot pay your invoice, please call your REP immediately. Your REP may offer you a short-term payment arrangement that allows you to pay your invoice after your due date, but before your next invoice is due. In addition, you may qualify for a "deferred payment plan". A deferred payment plan allows a customer to pay an outstanding invoice in installments beyond the due date of the next bill. The REP may require an initial payment to initiate the plan. All REPs must offer customers deferred payment plans upon request for invoices that are due during an extreme weather emergency, during a state of disaster declared by the governor to customers in the area covered by the declaration if directed by the PUC and to customers who have been under-billed in the amount of fifty dollars (\$50.00) or more. Additionally, a deferred payment plan shall be offered to certain residential customers for bills that become due during July, August, and September and if certain conditions apply, January and February. A deferred payment plan may include a five percent (5%) penalty for late payment. If you do not fulfill the terms of the deferred payment plan, your REP may apply a switch-hold to your account or disconnect your service as discussed further below. For additional details on deferred payment plans, please see your Terms of Service Agreement or contact your REP.

REPs must also offer level or average payment plans to customers who are not currently delinquent in payment to the REP. Additionally, level or average payment plans shall be offered to certain residential customers for bills that become due during July, August, and September and if certain conditions apply, January and February. If you do not fulfill the terms of the level or average payment plan, or the level or average payment plan, your REP may apply a switch-hold to your account or disconnect your service as discussed further below. For additional details on level or average payment plans, please see your Terms of Service Agreement or contact your REP.

Financial and Energy Assistance – If a customer contacts the REP and indicates an inability to pay, the REP must inform the customer of all applicable payment options and payment assistance programs that are offered by or available from the REP. An electric customer who receives food stamps,

Medicaid, Temporary Assistance for Needy Families (TANF) or Supplemental Security Income (SSI) from the Texas Health and Human Services Commission (THHSC) or whose household income is not more than 125% of the federal poverty guidelines may qualify for energy assistance from the Texas Department of Housing and Community Affairs (TDHCA). You may qualify for a level or average payment plan with Tesla.

Switch-Holds

Your REP may apply a switch-hold to your account if you enter into certain payment arrangements or if there is evidence that your meter has been tampered with -- A switch-hold means that you will not be able to buy electricity from other companies until you have satisfied the terms of your payment arrangement or, in cases of meter tampering, have paid all applicable charges and backbilling. While a switch-hold applies, if you are disconnected for not paying, you will need to pay Tesla to get your electricity turned back on.

Meter Reading and Testing

You have the right to find out if your meter is working properly – Please contact your REP for information about how to read your meter. You also have the right to request a meter test. Your REP may make this request to your 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.

Disconnection of Service

Failure to Pay – For customers who do not pay their invoice by the due date, their REP may request that the LDC "disconnect" the electric service, after the expiration of a required 10-day notice period.

Disconnection of Service – A home that has a resident that has been designated as a Critical Care/Chronic Condition Residential Customer shall receive a written disconnection notice not later than 21 days prior to the date service would be disconnected. Such notice will be sent to both the designated person and the secondary contact. (See Specialized Customer Services section for more details on designation qualifications).

In addition to disconnection of service due to your failure to pay your electric bill, your REP may be allowed to authorize disconnection for any of the reasons listed below:

- failure to make a deferred payment arrangement by the date of disconnection or comply with the terms of that arrangement or other payment agreement;
- 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.

Prior to disconnecting your service, your REP must provide you with a written Disconnection Notice. This notice must be mailed to you separately (or hand-delivered) no earlier than the first day after the date your invoice is due. The disconnection date must be ten(10) days from the date the notice is issued and may not fall on a holiday or weekend (or the day preceding) unless the REP's personnel are available to take payments and service can be reconnected.

Under certain circumstances, such as the presence of a dangerous condition, theft of service, unauthorized service, or equipment tampering, the PUCT allows your REP to authorize your TDU to disconnect your electric service without prior notice to you.

Your REP may not authorize disconnection of your electric 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 or business;
- 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 earlier (except theft of service);
- failure to pay any disputed charges until your REP or the PUCT determines the accuracy of the charges and you have been notified of this determination; or
- failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event the TDU is unable to read the meter due to circumstances beyond its control (not applicable to prepaid service).

Additionally, your REP may not authorize disconnection of your electric service:

- for non-payment during an extreme weather emergency;
- **for residential customers**, if the REP receives notification by the final due date stated on the disconnection notice that an energy assistance provider will be forwarding sufficient payment on your account, and you have paid or made payment arrangements to pay any outstanding debt not covered by the energy assistance provider's payment; or
- **for residential customers designated as Critical Care**, for non-payment, if you establish that disconnection of service will cause some person at the residence to become seriously ill or more seriously ill. Each time you seek to avoid disconnection for such reason, you shall accomplish each of the following: 1) have the ill person's attending physician contact the REP to confirm that the customer is a Critical Care Residential Customer, 2) have the ill person's attending physician submit a written statement to the REP confirming that the customer is a Critical Care Residential Customer, and 3) enter into a deferred payment plan with the REP. This prohibition from disconnection for a Critical Care Residential Customer shall last for 63 days from the issuance of the bill for electric service (or a shorter period agreed upon by you, your secondary contact, or the attending physician and the REP).

If your service has been disconnected, you may have the right to have it restored – If your service has been disconnected by your REP for non-payment, your REP will, upon your satisfactory correction of the reasons for the disconnection, notify your TDU to reconnect your service. If you are on a prepaid electric service product we will send a reconnect order to your TDU once you have restored your current balance to a level at or above the connection balance, which will require you to pay off any negative balance and all applicable TDU fees. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate to your REP that you have corrected the dangerous situation.

Reporting Outages – Your REP is responsible for providing you with the telephone number you may use to report outages or other emergencies. This information is included on your bill and provided at the end of this document.

Disputes With Your REP

Complaint Resolution – Please contact your REP if you have specific comments, questions or complaints. 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 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 your name and account number, as well as an explanation of the facts and the resolution you desire in your complaint. For a complaint involving a disputed bill, your REP may not initiate collection activities or disconnection activities or report the delinquency to a consumer reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, your REP may disconnect your service for non-payment of any undisputed portion of the bill.

Specialized Customer Services

Do Not Call List – The PUC maintains a "Do Not Call List" of customers who do not want to receive telemarketing calls for electric service. Call toll-free 1-866-TXNOCALL or 1-866-896-6225, or visit the PUC website at www.puc.texas.gov to subscribe to the Do Not Call List.

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 Agreement, Electricity Facts Label, bills and bill notices, information on new electric services, discount programs, promotions, and access to customer assistance. You will receive this Your Rights as a Customer document 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, Company will not release proprietary customer or premise information, as defined by the PUC, to any other person, including an affiliate of Company, without obtaining your verifiable authorization, unless otherwise approved by the PUC Substantive Rules applicable to REPs. The PUC Substantive Rules allows Company to release your proprietary customer or premise information to an agent, vendor, partner or affiliate of Company if your enrollment was facilitated by such agent, vendor, partner or affiliate. The released information does not usually directly identify you, but it may give you a more personalized experience with us. We respect your privacy, so you may choose to opt out at any time by e-mailing privacy@tesla.com.

Special Services – Your REP may 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 inquire about the process to become qualified for any of these special services.

Critical Care or Chronic Condition – You have the right to apply for a Critical Care Residential Customer or Chronic Condition Residential Customer designation. Please contact your REP to receive a copy of the Application for Chronic Condition or Critical Care Residential Status form. Your TDU processes the application and makes a determination of eligibility. Your TDU will also send you a renewal application prior to the expiration of your designation. Qualification as a Chronic Condition or Critical Care Residential Customer does not relieve the customer of the obligation to pay the REP or the TDU for services rendered. However, a Chronic Care or Critical Care Residential Customer who needs payment assistance is encouraged to contact their REP immediately regarding possible deferred payment options or other assistance that may be offered by the REP.

A Chronic Condition Residential Customer is a residential customer who has a person permanently residing at the 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 impairment of a major life function through a significant deterioration or exacerbation of the person's medical condition. If the serious medical condition is diagnosed or re-diagnosed by a physician as a life-long condition, the designation is effective for the shorter of one year of until such time as the person with the medical condition no longer resides at the home. Otherwise, the designation or re-designation is effective for 90 days.

A Critical Care Residential Customer is a residential customer who has a person permanently residing at the home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life. This designation or re-designation is effective for two years.

TDU's Procedures for Implementing Involuntary Load Shedding – A REP must provide information the REP has received from the TDU pursuant to PURA §17.003(e) regarding the TDU's procedures for implementing involuntary load shedding initiated by the independent organization certified under PURA §39.151 for the ERCOT power region. These numbers and websites with additional information are:

Outages and Emergencies – Residential or Small Business Customers (24 Hours a Day/7 Days a Week)

TDU	Contact Number	TDU Website Links	TXU Load Shedding Website
Oncor	1-888-313-4747	Oncor Electric Delivery	www.txu.com/loadshedding
CenterPoint Energy	1-800-332-7143 or 713-207-2222	CenterPoint Energy	
TNMP	1-888-866-7456	Texas-New Mexico Power Company	
AEP Texas	1-866-223-8508	AEP Texas	

CONTACT INFORMATION

Tesla Energy Ventures, LLC REP Certificate No. 10296 1 Tesla Rd Austin, TX 78725, USA Internet Web Address: www.tesla.com Phone: +1.512.516.8177 Email (Notices): energynotices@tesla.com	Tesla Customer Service - Residential Customers Toll-Free: 1-737-280-0600 (Monday - Friday: 9:00 a.m. - 6:00 p.m. CT) Internet Web Address: www.tesla.com E-mail Address: TeslaElectricNA@tesla.com
Public Utility Commission of Texas Consumer Protection Division P.O. Box 13326, Austin, Texas 78711-3326 Direct: 512-936-7120; Toll-Free: 1-888-782-8477 Hearing & Speech Impaired (TTY): 512-936-7136 Fax: 512-936-7003 Hours (Central Time): Agency Switchboard: 8AM - 5PM, M-F Assistance Hotlines: 8AM - 4PM, M-F Central Records: 9AM - 5PM, M-F, Closed Friday Noon - 1PM Internet Web Address: www.puc.texas.gov E-mail Address: customer@puc.texas.gov	