



<b>Electricity Price</b>	<p>Here are some examples of how this pricing would look at different usage levels. Your average price may vary depending on your usage and the plan details listed below.</p>			
	<b>Average Monthly Use:</b>	<b>500 kWh</b>	<b>1,000 kWh</b>	<b>2,000 kWh</b>
	<b>Average Price per kWh:</b>	CenterPoint	13.5¢/kWh	11.0¢/kWh
			10.7¢/kWh	
	<p>Your Average Price includes the Infinite Energy Energy Charge and service fee, and your TDU Delivery Charges:</p>			
	<p><b>Infinite Energy charges per meter:</b></p>			
	Energy Charge	6.7433¢ per kWh.		
	<ul style="list-style-type: none"> <li>• A Service Fee of \$9.95 shall be applied if you use 999 or fewer kWh in one billing cycle.</li> </ul>			
	<p><b>TDU Delivery Charges per meter:</b></p>			
	<ul style="list-style-type: none"> <li>• Your Average Price per kWh includes all recurring TDU Delivery Charges, which are passed through to you as follows:</li> </ul>			
	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> <b>Pass-Through Product:</b> TDU Delivery Charges are passed through to you as a separate line item on your monthly invoice. Please see your TOS for additional details. Your actual TDU delivery charges may vary based on usage and other factors, subject to your TDU tariff, and are passed through to you without markup.</li> </ul>			
	<ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Bundled Product:</b> Your Energy Charge includes all recurring TDU Delivery Charges. The terms and Total Average Prices described in this EFL apply to residential meters, as defined by your TDU tariff. Non-residential meters are subject to full pass-through of TDU delivery and monthly charges in addition to the energy charge and service fee listed above. If you request discretionary services, those charges will be passed through to you without markup.</li> </ul>			
	<ul style="list-style-type: none"> <li>• Some areas are subject to a TDU Underground Facilities and Cost Recovery Charge authorized by its city that is not included in the price above. See your TDU's tariff for a list of cities and authorized charges. You can determine the price and applicability of any such special charge at your service address by calling (877) 604-3489.</li> </ul>			

<b>Disclosure Chart</b>	Type of product?	Fixed rate
	What is my term?	36 months
	Will I have a termination fee or any fees associated with terminating service?	Early termination fees will apply. Throughout the term of your contract, an Early Termination Fee of \$300.00 will apply.
	Can my price change during the contract period?	Yes, in the limited circumstances described below.
	If my price can change, how will it change and by how much?	In limited circumstances your price may change only if there are changes in TDU charges; changes to the Electric Reliability Council of Texas or Texas Regional Entity administrative fees charged to loads; changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs that are outside our control; or if Infinite Energy, in its sole discretion, determines there was an error in the rate or service classification information for your location(s) reported by ERCOT or your TDU.
	What other fees may I be charged?	Your Average Price per kWh does not include any nonrecurring charges, state and local sales taxes, and reimbursement for the state miscellaneous gross receipts tax. For a description of all other fees, see the OTHER FEES section of your Terms of Service.
	Is this a pre-pay or pay in advance product?	No.
	Does Infinite Energy purchase excess distributed renewable generation?	No.
	Is this product renewable?	This product is 4 percent renewable.
What is the statewide average for renewable content?	The statewide average for renewable content is 19 percent.	

<b>Key Terms</b>	Please see your Terms of Service for a full description of your rights and obligations.
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<b>Infinite Energy Information</b>	<b>Infinite Energy Customer Care</b>	<b>Certification Number: 10196</b>
	Mail: 7001 SW 24th Avenue, Gainesville, FL 32607-3704	Email: Care@InfiniteEnergy.com
	Hours: Monday through Friday, 7 a.m. to 6 p.m. CST	Website: www.InfiniteEnergy.com
	Phone: (877) 604-3489	Fax: (866) 427-7845

**DOING MORE FOR YOU**



This *Terms & Conditions and Disclaimer Statement* applies to the Nest Learning Thermostat you selected as your Infinite Energy Home Solutions product. This Statement is separate from the *Residential Fixed Rate Electricity Facts Label and Terms of Service* ("Service Agreement") governing your electric service with Infinite Energy. Should there ever be a conflict between this Statement and the Service Agreement, the Service Agreement controls. Please note that if you rescind your agreement for electric service with Infinite Energy, you shall be ineligible to receive your Home Solutions product.

#### Delivery, Installation, & Service

Your Home Solutions Product will be sent to you by mail and should arrive within two to six weeks. We will send you an email with your FedEx™ tracking number. If your Home Solutions product does not arrive within that time frame, please contact Infinite Energy's Customer Care Center. Once FedEx confirms the delivery, you accept full responsibility for your Home Solutions product.

If you have any questions regarding the installation, operation, maintenance, or support of your Nest product, please contact Nest Labs by phone at (855) 469-6378 (available seven days a week, 5 a.m. to 9 p.m. PST) or online at <http://support.Nest.com/Contact-Nest-Support>. Additional information can be found at [www.Nest.com](http://www.Nest.com). If you have any questions regarding your Google Home or Google Chromecast, please contact Google at (855) 971-9121. Infinite Energy is not responsible for the delivery, installation, operation, maintenance or support of your Home Solutions product.

#### Early Termination Recovery Fee

If you cause your agreement for electric service with Infinite Energy to end before the conclusion of your term of service, you agree to pay a recovery fee for the remaining, prorated value of the Home Solutions product. The recovery fee your Home Solutions product will be determined by multiplying the remaining months under the Agreement by \$7.00. This recovery fee is separate from any termination fee associated with your Service Agreement. EXAMPLE: If you have 2 months remaining on your 12 month electric service agreement with Infinite Energy, you would be charged a recovery fee of \$14.00 (2 months X \$7.00 = \$14.00).

#### Disclaimer of Warranty

THE HOME SOLUTIONS PRODUCTS ARE PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE AND INSTALLATION OF THE HOME SOLUTIONS PRODUCTS. IN THE EVENT A HOME SOLUTIONS PRODUCT IS DEFECTIVE, YOU AGREE INFINITE ENERGY WILL NOT BE RESPONSIBLE FOR REPLACEMENT, SERVICE, REPAIR, OR CORRECTION, OR ANY COSTS THEREOF.

#### Miscellaneous Provisions

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