



CPL Prepaid

Customer Referral Program Terms and Conditions

Welcome to the CPL Prepaid Customer Referral Program (the “**Program**”). **CPL Prepaid** is a pay-as-you-go electricity option available only to eligible residential customers in Texas. This Program is available only to current customers of **CPL Prepaid** who refer to **CPL Prepaid** residential customers in Texas who meet the requirements of the Program, all as explained in the terms and conditions set forth below. Participation in this Program is strictly subject to these terms and conditions.

A. Program Summary

Current active customers receiving **CPL Prepaid** electric service are eligible to participate in the Program (each such active customer is referred to as a “**Participant**”). CPL Retail Energy will reward a Participant with a credit to Participant's account for each customer Participant refers to CPL Retail Energy that (i) enrolls in **CPL Prepaid** using Participants Referral Number, and (ii) meets the referral qualifications below (such customers are referred to as “**Qualified Referrals**”).

At CPL Retail Energy's sole discretion, each Qualified Referral may also receive a credit to the Qualified Referral's **CPL Prepaid** account.

B. Participation Terms

1. Referral Qualifications

In order for a referred customer to be a Qualified Referral, the customer must meet each of the following qualifications:

- (a) The customer must be a first-time customer of **CPL Prepaid**. A customer is considered a first-time customer if the customer has never received electric service under the **CPL Prepaid** option.
- (b) The customer must meet all the eligibility requirements to become a **CPL Prepaid** customer.

(c) The customer must enroll for **CPL Prepaid** through one of the following methods:

(i) Via online at www.cplretailenergy.com/cplprepaid, clicking on the enrollment button, and providing the Participant's Referral Number in the Referral Number field; or

(ii) By calling CPL Retail Energy at 1-888-684-3771, selecting the menu items to enroll, and providing the sales agent with the Participant's Referral Number.

(d) The customer must continue to receive electric service through **CPL Prepaid** for at least thirty (30) consecutive days after the date **CPL Prepaid** service has commenced.

(e) The customer must not have the same mailing address or service address as the Participant.

2. Participant Credit

The Participant will be given a credit to the Participant's **CPL Prepaid** account for each Qualified Referral upon fulfillment of all the qualification requirements set forth under "Referral Qualifications" above. At the time of reward fulfillment, if the Participant is no longer an active customer, Participant must contact CPL Retail Energy in writing to receive the reward. Participants are ineligible to receive a reward for Qualified Referrals made after Participant is no longer an active customer of **CPL Prepaid**. The amount of the account credit will be determined from time-to-time solely at the discretion of CPL Retail Energy.

3. Qualified Referral Credit

At CPL Retail Energy's sole discretion, each Qualified Referral may also receive a credit to the Qualified Referral's **CPL Prepaid** account. The amount of the account credit, if any, will be determined from time-to-time solely at the discretion of CPL Retail Energy.

4. Determination Solely at the Discretion of CPL Retail Energy

CPL Retail Energy shall make the final determination regarding whether or not a referred customer meets the requirements to be considered a Qualified Referral.

5. Limitation of Credit

Participants and Qualified Referrals will be limited to five hundred dollars (\$500.00 US) of total account credits per calendar year. This five hundred dollars (\$500.00 US) limitation includes all account credits earned through this Program or any other promotion of CPL Retail Energy.

6. Fraud or Other Misconduct

CPL Retail Energy may deny any or all benefits of the Program to any or all Participants or Qualified Referrals, if it believes there has been fraud or any other misconduct used to secure or attempt to secure such benefits.

C. **General Terms.**

1. Confidentiality

By participating in the Program, you may receive confidential and proprietary information from CPL Retail Energy, including sensitive customer data (“**Customer Information**”). You agree to maintain all such Customer Information in strict confidence and agree to not disclose any Customer Information, except as necessary in connection with your participation in the Program. In addition, by participating in the Program, you authorize CPL Retail Energy to release Customer Information regarding your account to potential Qualified Referrals as necessary to enroll those customers under the **CPL Prepaid** option.

2. Trademarks

Other than the materials provided to you by CPL Retail Energy in connection with your participation in the Program, your status as a Participant in the Program does not entitle you to use any trademarks, copyrighted materials, patents, names, logos or other intellectual property owned or licensed by CPL Retail Energy or any of its affiliates.

3. Independent Contractor Relationship

Your participation in the Program does not authorize you to act on behalf of CPL Retail Energy or any of its affiliates. Nothing herein is intended or will be construed to constitute or imply a joint venture, employer-employee relationship, partnership or association between you and CPL Retail Energy or any of its affiliates. By participating in the Program, you acknowledge that you do so at your own risk and as an independent contractor and that CPL Retail Energy is not directing how you perform your obligations hereunder.

4. Indemnification

By participating in the Program, you agree to and will indemnify and hold harmless CPL Retail Energy and any and all of its affiliates from and against any and all damages, costs, expenses, claims or liabilities of any kind, including third party claims, whether pending or threatened, including without limitation, attorneys’ fees and court costs, incurred by any of them arising out of or related to your participation in the Program or breach of any of the terms and conditions set forth herein.

5. Warranty Disclaimers; Limitation of Liability

YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. THE PROGRAM IS MADE AVAILABLE TO YOU ON AN “AS IS” BASIS WITHOUT WARRANTY OR ANY KIND, EXPRESS OR IMPLIED. NEITHER CPL RETAIL ENERGY OR ANY OF ITS AFFILIATES MAKES, THROUGH THESE PROGRAM TERMS AND CONDITIONS, ANY WARRANTY REGARDING THE PROGRAM, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Acceptance and Jurisdiction

By participating in the Program, each Participant and Qualified Referral agrees that he/she has read, understands and will abide, and be bound, by these Program terms and conditions. These Program terms and conditions shall be governed in all respects in accordance with the laws of the State of Texas without regard to the conflict or choice of law rules thereof. The federal and state courts located in Nueces County, Texas shall have exclusive jurisdiction over any dispute arising hereunder. By participating in the Program, each Participant and Qualified Referral consents to such jurisdiction.

7. Amendments

CPL Retail Energy reserves the right at any time and in its sole discretion to cease to proceed with all or any part of this Program or to add to, alter, change, modify or assign the terms or conditions of this Program. If any of the Program terms or conditions is amended by CPL Retail Energy in any material respect, CPL Retail Energy will promptly publish such amendment on its website at www.cplretailenergy.com/cplprepaid/refer. Upon such amendment, all previous offers regarding Program terms and conditions will no longer be valid. Bill credits or other payment amounts are subject to change by CPL Retail Energy at any time. Additional restrictions imposed by CPL Retail Energy may apply.

8. Miscellaneous

No Participant or Qualified Referral can assign his/her right to participate in the Program to any other party. CPL Retail Energy may freely assign its rights under these Program terms and conditions, and/or delegate any of its responsibilities hereunder, to any affiliate or third party. CPL Retail Energy shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and executed by an authorized representative of CPL Retail Energy. No delay or omission by CPL Retail Energy 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 one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. There are no third party beneficiaries to, and no third party rights under, these terms and conditions. These terms and conditions comprise the entire terms and conditions with respect to the Program, and such terms and conditions may be amended solely by CPL Retail Energy as set forth above.