

# AUTOMATIC RECURRING PAYMENT FORM

**INSTRUCTIONS:** Please fill out this form and send it to Texpo Energy ("Texpo") by (1) fax to (713) 358-8508; (2) email to customer.care@texpoenergy.com; or (3) mail to 5773 Woodway Drive, #311, Houston, Texas 77057. If you have any questions regarding this form, please contact Texpo by telephone at (713) 358-8510 or toll free at 1-877-839-7657 or via email at customer.care@texpoenergy.com.

**Customer Name** \_\_\_\_\_

**Texpo accepts the following credit cards:**  VISA  MasterCard

Please choose one:

- Monthly Recurring (you must check here to receive the discount noted in your Terms of Service and/or Facts Label)  
 One-Time only

**Cardholder's Name** \_\_\_\_\_

**Card Number** \_\_\_\_\_ **Exp. Date** \_\_\_\_\_ **Security Verification Code (3 digits on back)** \_\_\_\_\_

**Billing Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Amount Authorized \$** \_\_\_\_\_

*(Leave blank for recurring withdrawals)*

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Automatic Withdrawal from Checking or Savings**

**(IMPORTANT:** Please enclose a copy of a voided check for checking account debits or a voided deposit slip for savings account debits.)

**BY SIGNING AND DATING BELOW, I CONSENT TO THE TERMS OF THE AUTHORIZATION AGREEMENT FOR ACH DEBITS BELOW.**

Please use automatic withdrawal for monthly bills *on a recurring basis* (you must check here to receive the discount noted in your Terms of Service and/or Facts Label).

From:  Checking  Savings

Bank Name: \_\_\_\_\_ Bank Account Number: \_\_\_\_\_ Routing Number: \_\_\_\_\_

Please use automatic withdrawal from checking or savings *this time only*.

From:  Checking  Savings

Bank Name: \_\_\_\_\_ Bank Account Number: \_\_\_\_\_ Routing Number: \_\_\_\_\_

**Amount Authorized \$** \_\_\_\_\_

*(Leave blank for recurring withdrawals)*

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**AUTHORIZATION AGREEMENT FOR ACH DEBITS ("ACH Agreement")**

**1. General Terms and Conditions:** If you, the customer, have checked the "Automatic Withdrawal from Checking or Savings" option, you hereby authorize Texpo to initiate one or more ACH debit entries to your checking or savings account (either one-time or recurring as checked above on this form). If you have authorized recurring debit entries, an automatic withdrawal will be made in the amount of the balance due on your monthly bill, three days after the date of invoice. If the amount of a withdrawal from your account will differ from that of the previous month, you understand that you have the right to receive 10 days prior written notice of the amount and date of the debit. However, by checking the "Automatic Withdrawal from Checking or Savings" option, you are electing not to receive such notice in exchange for the discount noted in your Terms of Service Agreement and/or Facts Label. The origination of ACH transactions to your account must comply with the provisions of U.S. law. This ACH Agreement shall be made in accordance with the applicable rules of the National Automated Clearing House Association (NACHA) and Article 4A of the Texas Uniform Commercial Code. This ACH Agreement shall not alter, enlarge or diminish the existing rights and obligations of the parties under your Terms of Service Agreement.

**2. Termination Clause:** This ACH Agreement will remain in full force and effect until either party terminates this ACH Agreement, which either party may do at any time upon prior written notice to the other party, which notice will be effective at the time of its receipt by the other party, although the effectiveness of any termination notice received by Texpo within 10 days of any payment date may, at the election of Texpo, be delayed until after such payment. If you wish to terminate this ACH Agreement, you must send a confirmation of termination to customer.care@texpoenergy.com or mailed to Texpo, 5773 Woodway Drive, # 311, Houston, Texas 77057. However, if you terminate this ACH Agreement, you acknowledge and agree that the discount for authorizing recurring ACH debits (as noted in your Terms of Service Agreement and/or Facts Label) will be discontinued.

**3. Miscellaneous:** You acknowledge and agree that Texpo may assign this ACH Agreement in connection with any assignment by Texpo of your agreements with Texpo, and this ACH Agreement shall be binding on and inure to the benefit of Texpo and its successors and assigns. This ACH Agreement may be altered, changed, or modified by Texpo at any time by providing 10 days prior written notice to you. **TEXPO SHALL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OF THE TERMS AND CONDITIONS OF THIS ACH AGREEMENT, OR AS A RESULT OF ANY DELAY, ERROR OR OMISSION IN ANY AUTHORIZED RECURRING DEBIT ENTRY TO BE MADE, OR FROM ANY ACT OR OMISSION OF ANY FINANCIAL INSTITUTION, ELECTRONIC FUNDS TRANSFER SYSTEM, OPERATOR OR THIRD-PARTY SERVICE PROVIDER, EVEN IF TEXPO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Each party shall bear all of the respective fees and other charges assessed by its designated financial institution(s). If an authorized recurring debit entry from your account is rejected and no other provision is made for payment on or before the due date, payment will be considered delinquent. Texpo will have no obligation to provide notice of delinquency to you. Texpo reserves the right: (a) to adjust future authorized recurring debit entries from your account if any authorized recurring debit entry previously made is found to be duplicative, processed incorrectly, not at all, in excess of, or less than the required amount, (b) to choose the system used to process automatic bank debit entries and any third-party service provider it may use, and (c) to initiate debit or payment entries and adjustments from any authorized recurring debit entries made in error. Texpo is entitled to rely upon the information supplied by you in this enrollment form. Each automatic withdrawal from your checking or savings account will be made in accordance with the information you have provided in this enrollment form, or as any person purporting to represent you may otherwise specify in written notice received by Texpo. Texpo will not be responsible for any loss arising by reason of any error, mistake or fraud with regard to such information and shall be under no obligation to verify the authority of any person who purports to act on your behalf.