RESIDENTIAL TERMS OF SERVICE
Just Energy Texas L.P. d/b/a Just Energy
P.O. Box 460008, Houston, Texas 77056
justenergy.com | 1.866.587.8674
PUCT Certificate no. 10052
Monday - Friday: 8:00am to 8:00pm
CST Saturday: 8:00am to 6:00pm CST

1. Key Defined Terms. Advanced Metering Charge: a charge assessed to recover a TDU's charges for Advanced Metering systems, to the extent that they are not recovered in a TDU's standard metering charge. **Agreement:** collectively, the Application for Service (front page) and these Terms of Service (TOS), the Electricity Facts Label (EFL), and Your Rights as a Customer (YRAC). **Base Charge:** A charge assessed during each billing cycle to each ESIID without regard to the customer's demand or energy consumption. **Connection Balance:** For Customers on a prepaid contract, a Current Balance of no greater than $75.00 required to establish or reconnect prepaid service. **Current Balance:** For customers on a prepaid contract, an account balance comprised of credits minus amounts owed. **Customer:** the account holder named on the Application for Service, also referred to as "you" and "your" **Disconnection Balance:** For Customers on a prepaid contract, ac account balance of $10.00 or less whereby we may initiate disconnection of service. **Energy Charge:** a charge per kWh for electricity consumed, which includes the cost of electricity supply (and Utility Pass-Through Charges if specified on your EFL). **ERCOT:** Electricity Reliability Council of Texas. ESIID: the electric service identifier(s) set out on the Application for Service and any attached schedules. Each ESIID is bound by this Agreement. **Future Use:** our reasonable calculation of your anticipated electricity consumption for the remainder of the Term.

JE AutoPay: Just Energy's automatic payment system in which customer's payment is automatically withdrawn from an account or charged to a customer's credit card. **JustGreen:** our Green Energy options for electricity ("JustGreen"). **JustGreen Volumetric Charge:** a charge, expressed in cents per kWh, which depends on the level of JustGreen you select. **JustGreen Flat Charge**: a $5 charge for the purchase of an offset equivalent to 100% of the electricity you use to be powered by renewable energy. **Just Energy:** Just Energy Texas L.P., d/b/a Just Energy, also referred to as "we", "our" and "us". **Minimum Usage Credit/Fee:** a credit or charge assessed each billing cycle based on customer's energy consumption. **PUCT:** the Public Utility Commission of Texas. **REP:** Retail Electric Provider. **Residential Customer:** Retail customers classified as residential by the applicable utility tariff, unbundled transmission and distribution utility tariff or, in the absence of classification under a residential rate class, those retail customers that are primarily end users consuming electricity at the customer's place of residence for personal, family or household purposes and who are not resellers of electricity, and/or as defined in the PUCT Substantive Rules and/or classified as non-commercial &/or non-demand meter weathered residential service. **Rules:** the PUCT Substantive Rules Applicable to Electric Service Providers and ERCOT protocols. **Term:** the initial term of this Agreement, as set out in paragraph 4 of these Terms of Service. **Usage:** your electricity consumption in kWh. **Utility:** your transmission and distribution utility (TDU) or Transmission and Distribution Service Provider (TDSP). **Utility Pass-Through Charges:** all charges for electricity delivery to your ESIID, excluding Special Services Fees, assessed by your Utility without mark-up by Just Energy.

2. Appointment of Agent. You give us the exclusive right to act as agent on your behalf in making all supply and delivery arrangements with your Utility and others in order to provide electricity to your ESIID(s). You request that we initiate service for each ESIID or transfer service from your current REP to Just Energy, as applicable. You agree, now and throughout the Term, that you: (a) are not, and will not be, bound by an agreement for your ESIID with a REP other than Just Energy; and (b) will not cancel or modify our appointment as your exclusive agent.

3. Enrollment. Your ability to enter this Agreement depends on whether you meet certain requirements: (a) your Utility accepts our request to enroll you in accordance with the Utility's enrollment rules; (b) we can verify your information by recorded phone call (or other means acceptable to us); (c) you are creditworthy; and (d) you are not already enrolled with us (existing customers can only enter into this Agreement if it is a "re-contract", as reflected by a capital letter "R" in the upper right corner of the Customer Agreement). You consent to the recording of phone calls related to this Agreement.

4. Term. The Term of this Agreement begins on the "Start Date" and expires on the "End Date" (if no selection is made, the Term is deemed to be the longest of the available options). ***Start Date:*** the day we begin supplying electricity to your ESIID under this Agreement. If you are a "move-in" Customer, the Start Date will be as close as reasonably possible to the move-in date provided by you. If you are a "standard meter read" Customer, the Start Date will be within seven business days of your first available switch date. If you are "self-selected meter read" Customer, your Start Date will be as close as reasonably possible to the switch date you select. You understand that the Start Date may be delayed (for reasons such as the Agreement being improperly completed, not submitted to Just Energy, not implemented by your Utility, etc.), at our discretion. ***End Date:*** our last day of electricity supply to your ESIID under this Agreement, plus any time required to obtain a final meter read. A new Term will begin if you enter into a re-contract or if this Agreement is renewed.

5. Renewal. Subject to Governing Law (see www.puc.state.tx.us), we can renew this Agreement with new or revised terms. For term contracts, notice of contract expiration and renewal offer will be sent no less than 30 days before the expiration of the Agreement Term. If you do not renew your Agreement, choose another Just Energy product, or switch to another REP by the specified date, you will revert to our Default Rate Product (see para. 12.1) in accordance with the notice and Governing Law.

6. JustGreen Options. For each JustGreen volumetric unit you buy, we will purchase and retire renewable energy certificates or attributes equivalent to your electricity usage multiplied by the participation level you selected up to 100%. You can buy up to five units of each. You can request a change to the number of units you buy at any time, so long as you are not in breach of this Agreement at the time of the request. For JustGreen Flat, we will purchase and retire renewable energy certificates or attributes equivalent to 100% of your electricity usage. You can request to discontinue the purchase of renewable energy certificates or attributes at any time, so long as you are not in breach of this Agreement at the time of the request. We can suspend or discontinue JustGreen Options at any time (you will then stop paying for it but the rest of this Agreement will remain in effect). Energy certificates or attributes that we purchase and retire on your behalf will: (a) relate to renewable energy produced in the year you pay for the units and (b) remain our legal property.

7. Charges under this Agreement. We will supply you with electricity and JustGreen, as applicable. You agree to pay the following: (a) the Energy Charge multiplied by your usage; (b) the JustGreen Charge; (c) Utility Pass-Through Charges (unless included in your Energy Charge); (d) the Base Charge and/or Minimum Usage Credit/Fee per ESIID, if applicable; (e) an Advanced Metering Charge, if applicable; (f) any Special Service Fees and (g) Taxes. Charges and fees are as specified on your EFL or otherwise in this Agreement.

8. Special Service Fees. Any additional non-recurring charges or fees that we are required to pay by your Utility, including, but not limited to, disconnection and reconnection fees, metering and installation charges, and move-in or switching fees. Special Service Fees also include any non-recurring charges or fees identified in this Agreement including, but not limited to, late payment penalties, charges for disconnection and reconnection and insufficient funds charges. We will charge: a) a Disconnection Notice fee (DNP Notice Fee) as set forth on your EFL for each instance in which we send a letter notifying you of possible disconnection for non-payment; b) a $25 Disconnection Fee (DNP Fee) if your service is disconnected; c) a Late Payment Penalty equal to 5% of your late bill's past due amount if you are late making a payment; and d) a $25 Insufficient Funds Charge (NSF Charge) for returned payments. Additional product-specific fees and charges will be disclosed to you on the EFL provided for the product you select.

9. Taxes. You will pay lawful taxes and surcharges that may apply to the charges. This may include, but is not limited to, gross receipts surcharges imposed on us by the State of Texas and/or local municipalities and the PUCT assessment fee that we pass through to you.

10. Credit Requirements. We may require you to demonstrate and maintain satisfactory credit as a condition of providing service under this Agreement, and you authorize us to access and use information about you to review your credit history. You will be deemed to have satisfactory credit if you (i) are 65 years of age or older and are not currently delinquent in payment of any electric service account; or (ii) provide a certification letter developed by the Texas Council on Family Violence evidencing that you are determined to be a victim of family violence.

11. Deposits. If you are unable to meet the Credit Requirements, we may require a deposit prior to implementing this Agreement. We may also require a deposit from you during the Term if during the previous 12 months of service under this Agreement you (a) were late in paying a bill more than once; or (b) had your service disconnected for nonpayment. We may require you to pay an additional deposit if within the previous 12 months (i) your average bills are at least twice the amount of the original estimated annual billing; and (ii) a disconnection notice has been issued to you. The total of all deposits will not exceed the greater of (A) the sum of the next two months estimated billings; or (B) 1/5th of estimated annual billings. Estimated annual billings may be based on an estimate of average usage for your customer class.

After 12 months of service, you may request that the deposit amount be recalculated based on your actual usage. You must pay any deposit requested within 10 days of our request, which may be combined with a disconnection notice. We will refund your deposit by a bill credit when you have paid bills for 12 consecutive months with no late payments. You will receive interest on any deposit held longer than 30 days at the annual PUCT rate. Upon request, payment of accrued interest will be made to you once a year. If you qualify for the rate reduction program under the Rules, the PUCT Substantive Rules Applicable to REPs and ERCOT protocols, you may pay any deposit that exceeds $50 in two equal installments.

For Customers on a prepaid contract, we will not require a security deposit. Acceptance of prepayment amounts is solely for your convenience and will not be considered a deposit. We will not pay interest on any Current Balance.

12. Type of Products. We provide electricity under three different product types: fixed rate, indexed and variable price. Your EFL specifies the product type and the term that applies to your contract. Please note that only those parts of this paragraph 12 that describe your specific product type will apply to your contract.

Fixed Rate Products. Fixed Rate Products have a contract term of at least three months. Provided that your peak demand does not exceed fifty (50) kW during the term of this Agreement, the price of a fixed rate product may only change during a contract term to reflect actual changes in TDSP charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to loads, or changes resulting from federal, state or local laws that impose new or modified fees or costs on us that are beyond our control. Price changes resulting from these limited circumstances do not require us to provide you with advance notice, however, each bill issued for your remaining contract term will notify you that a price change has been made.

Term Indexed Products. Term indexed products have a contract term of at least three months and a price that changes according to a pre-defined pricing formula that is based on publicly available indices or information. The price for term indexed products may also change without advance notice to reflect actual changes in TDSP charges; changes to the ERCOT or Texas Regional Entity administrative fees charged to loads; or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on us that are beyond our control.

Month-to-Month Indexed Products. Month-to-Month indexed products have a contract of thirty-one (31) days or less and a price that changes according to a pre-defined pricing formula that is based on publicly available indices or information. the price for month-to-month indexed products may also change without advance notice to reflect actual changes in TDSP charges, changes to the ERCOT or Texas Regional Entity administrative fees charged to loads, or changes resulting from federal, state or local laws or regulatory actions that impose new or modified fees or costs on us that are beyond our control.

Variable Price Products. The price of a variable product can change, without notice to you, after your first billing cycle at the sole discretion of Just Energy. Variable price products have a contract term of thirty-one (31) days or less and a price that varies according to the method disclosed on your EFL.

12.1 Default Rate Product. Unless you are on a variable price or other month-to-month product, you may be transferred to our Default Rate Product at the end of your term if you do not respond to our renewal notice. The Energy Charge for the Default Rate Product at the end of your term if you do not respond to our renewal notice. The Energy Charge for the Default Rate Product will vary from month to month as determined by Just Energy. If these Terms of Service are included with a contract expiration notice and you take no action, you will be transferred to our Default Rate Product. Unless otherwise noted in the Contract Expiration Notice, these Terms of Service will apply to the Default Rate Product with the exception of paragraphs 3, 5, 15 and the definition of Energy Charge in paragraph 1. The Electricity Facts Label for our Default Rate Product will be enclosed with your contract expiration notice. If you are transferred to our Default Rate Product at contract expiration, you can cancel service under the Default Rate Product at any time without paying Exit Fees. If you are transferred to a Default Rate Product, we will continue to purchase and retire the number of renewable energy credits represented by the level of JustGreen participation that you select at the time of your initial enrollment (and you will continue to pay for same at the price set forth in your notice of renewal offer).

13. Billing, Payment. Unless you are a Customer on a prepaid contract, we will bill you monthly, within thirty (30) days of when the TDU provides us with your ESIID usage information, unless validation of the data is required resulting in a delay. If your Utility does not furnish us with the necessary billing information, we may bill you based on estimates and any difference between your estimated bill amount and the actual amount will be reconciled upon Just Energy receiving the actual consumption amount from your Utility. If you agree to pay us by credit card or bank debit, your authorized signature on the Application of Service will be your authorized signature for such transactions and we will debit the full amount of each monthly bill, including late payment charges and Exit Fees from your credit card or bank account. If you fail to pay us as a result of insufficient funds on your credit card or in your bank account, you will be charged the greater of (i) $25; or (ii) the amount we are charged by our bank for such failure. If you fail to pay any amount due under this Agreement, you will be responsible for all reasonable fees and expenses (including attorney's fees) incurred by us in collecting the amount due and we may notify credit agencies of any failure to pay.

If you are a Customer on a prepaid contract, instead of receiving a monthly bill, we (or an authorized payment center) will provide you a purchase receipt or confirmation number that will show you the amount of money added to your account email or SMS text message. Confirmation of your payment will be made through an Account Update. If you are tax exempt, you must provide Just Energy with your tax exemption certificate. We may bill you for previous under billed amounts due to billing errors or omissions where (a) the under billing is a result of meter error or meter tampering by you; or (b) we bill you within 180 days from the date of issuance of the bill in which the under billing occurred. Unless the under billing is a result of theft of service, you may qualify for a deferred payment plan of the under billed amount (contact us for further details). Interest will not be charged on any under billed amounts unless the under billed amounts are attributable to theft of service, in which case interest shall be compounded monthly at the annual rate set by the PUCT. Such interest will accrue from the date that you are found to have first tampered with the meter. On occasion, we may credit your account at our sole discretion, which will reduce your monthly bill or charges, as a result of the balancing adjustment, but we will not debit your account for balancing adjustments.

14. Ending this Agreement Early, Breach. If this Agreement ends early, for any reason, you must still pay all amounts charged to you up to the early end date.

14.1 Your Right to Cancel: If you are switching to Just Energy from another REP, you may rescind this Agreement without penalty at any time before midnight of the third federal business day after receiving this Agreement. You may cancel by phone by calling 1.866.587.8674 or by completing and delivering to us the Notice of Cancellation.

You may also end this Agreement without having to pay the Exit Fee if (a) you move and provide supporting documentation of your move; or (b) you receive a notice from Just Energy of a material change in the context of this Agreement and you notify Just Energy of your request for cancellation within 14 days of the date the notice is sent to you; or (c) you contact Just Energy directly to cancel.

14.2 *Our Right to Cancel:* We can end this Agreement, at no cost to us, if: (i) required/allowed by law; (ii) the Utility is unable to service your ESIID or electricity has not flowed in a reasonable time frame; (iii) a legislative or regulatory change materially alters our ability to profitably perform this Agreement; (iv) you move; (v) you commit a "Breach" (vi) or Just Energy receives notice or information evidencing that your load profile classification does not qualify for residential service. You will be given 14 calendar days prior notice if we end the Agreement. You will

be in Breach if you (a) violate a term of this Agreement or your Utility's rules; or (b) switch to another REP during the Term. By enrolling with Just Energy, you are affirming to us that you provided your correct and complete name, address and contact information and you do not have any outstanding balance with us or our affiliated providers. If there is any evidence that any of these statements are or is found to be untrue or you otherwise provide fraudulent or misrepresented information, we may terminate this Agreement and your service.

15. Exit Fee. If you end this Agreement for reasons other than those specified in paragraph 14.1 (Your Right to Cancel) herein, then, unless you are on a variable price or other month-to-month product, you may be charged an Exit Fee as set forth in your EFL. You agree that these Exit Fees are genuine pre-estimates of the damages Just Energy would suffer and not a penalty or other type of charge. You will remain responsible for all other amounts due, including Utility disconnection and reconnection fees.

16. Disconnection of Utility Service for Non-Prepaid Customers (Prepaid Customers Refer to Paragraph 36). If you fail to pay all amounts when due, we may order disconnection of service in accordance with Governing Law. You will be given 10 calendar days (21 days for Critical and Chronic Care) prior notice. We may re-enroll you upon payment of outstanding amounts owed to us. In addition to any charges or fees assessed by your Utility, we will assess a $25 DNP fee if your service is disconnected. If payments for past due amounts are paid via ACH draft or Check, we will process reconnection upon verification of funds. We reserve the right to proceed with disconnection of services for failure to satisfy your past due/disconnect amounts. Disconnection of service does not waive your responsibility to pay any outstanding account balance or Exit Fees.

16.1 Disconnect Without Notice. The TDU/TDSP may disconnect your services without prior notification if a life threatening or dangerous condition exists or where there is evidence of meter tampering, where unauthorized service reconnection exists after disconnect or where there is evidence of theft of service.

17. Level/Average Payment Plan. You may be eligible for our level payment plan based on a 12 month period. Under this plan you will receive an estimated bill that is the same amount each month during the period (subject to periodic adjustments). At the end of each period, we will reconcile the amount you have paid against the amount you would have paid based on actual usage and, if you remain on the plan, the difference will be divided by 12 and the resulting amount will be added to (or subtracted from) each bill in the next 12 month period. If you do not remain on the plan, the entire difference will be added to (or subtracted from) your next bill. We may require a deposit to participate in the plan. LITE-UP customers are eligible for average or level payment plans.

18. Customer Information, Credit Review. You authorize us to request, access, use, hold, transfer and update personal information about you (including contact, billing, credit history, and consumption information) and to obtain it from and provide it to your Utility, our affiliates, business partners and service providers that may be in Canada or the USA, and to communicate with you about other products and services offered by us and our affiliates. We will disclose any of your information where required by law. Contact a Customer Service Representative for written information on our policies and practices regarding use of your personal information.

19. Limitation of Liability. Our liability under this Agreement is limited to direct actual damages. We are not liable for incidental, consequential, punitive, or indirect damages, lost profits or lost business or for any act or omission of your Utility.

20. Dispute or Complaints. Binding Arbitration. If you have any concerns or comments related to this Agreement, you may contact us using the contact information provided above. You agree to promptly notify us of any disputed charge on your bill. You must pay the undisputed portion of your bill while a billing dispute is being resolved. We may request that you set out your billing dispute in writing. If, for any reason, you are dissatisfied with our response, you may contact the PUCT; and, we can require you to submit to final, binding arbitration under American Arbitration Association rules. Please refer to "Your Rights as a Customer" for more information.

21. Bill Payment or Other Assistance. You may contact us if you anticipate having trouble paying a bill, as you may be eligible for payment assistance or a deferred payment plan. A deferred payment plan is an agreement between the REP and a customer that allows a customer to pay an outstanding balance in installments that extend beyond the due date of the current bill. An assistance program is available to customers who have severe financial hardships and temporarily may be unable to pay their bills. The program is funded in part by contributions from Just Energy customers. By accepting a "Deferred Payment Plan", we will place a switch-hold on your account. Please call us for additional information. For Customers on a prepaid contract, please see separate provisions for deferred payment plans in paragraph 37.

22. Critical Care Designation. If an interruption or suspension of electric service will create a dangerous or life-threatening condition for you, you may qualify for designation as a Critical Care Residential Customer – A residential customer who has a person permanently residing in his or her home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life. The designation or re-designation is effective for two years under this section.

23. Chronic Condition Residential Customer. A residential customer who has a person permanently residing in his or her 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 the 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 in this section for the shorter or one year or until such time as the person with the medical condition no longer resides in the home. Otherwise, the designation or re-designation is effective for 90 days. To apply, your physician must execute and deliver the required forms to your respective utility, which will be submitted by us to your Utility. You may request the form(s) by calling 1.866.587.8674, or the PUCT or your utility. This designation does not relieve you of any obligations under this Agreement, including your obligation to pay any account balance associated with this contract.

24. Demand Response. When regional grid operators or utilities anticipate blackouts or brownouts due to high electricity demand (a "Demand Response Event"), they notify participating customers of the scheduled time and duration of the Demand Response Event. At the appointed, participating customers agree to curtail their consumption by, for example, dimming lights, adjusting HVAC set points, or shutting down non-critical equipment. If you purchase a load controlling device (such as a smart thermostat, etc.) from Just Energy or one of its affiliates, then you agree that at any time, Just Energy can change your comfort settings and limit your thermostat consumption and/or adjust your HVAC system (heating, ventilating, and air conditioning) by 4 degrees Fahrenheit on average. You understand and agree that Just Energy shall have no obligation to notify you in advance of any Demand Response Event adjustments.

25. Amendment, Assignment. We may amend this Agreement by sending you written notice. Unless required by Governing Law, you will have 30 days to reject the amendment, in writing. If the amendment is a material change in the Agreement, we will provide you with at least 14 calendar days advance written notice and the change will become effective on the date stated in the notice unless you terminate this Agreement within 14 days of the date the notice is sent to you. We may assign any part of our interest in the Agreement, including to another energy services company, without your consent. You cannot assign your rights or obligations without our consent.

26. No Discrimination. We will not discriminate, deny service or require a prepayment or deposit for service based on your race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services. We will not use a credit score, credit history, or utility payment data as the basis for determining the price for electric service for a product with a contract term of 12 months or less.

27. Inability to Perform. You accept that certain events beyond our

control, including "force majeure" events declared by our direct or indirect suppliers, may affect our ability to supply electricity or JustGreen at your Energy Charge or JustGreen Charge. If this happens, we may, without liability: (a) temporarily supply them to you at the market price available to us; or (b) suspend this Agreement until as soon as we are reasonably able to resume performance. This Agreement will otherwise remain in full effect.

28. Notice. If we are required to give you written notice, we will send it to your billing address or e-mail address. When providing us with written notice, you must send it to our address on the Customer Agreement. You will be required to give proof of delivery. If a change in Governing Law necessitates that we provide a group of our customers with a general notice, we reserve the discretion to do so by posting it on our website at justenergy.com (you agree to visit it periodically to stay informed). Just Energy is not responsible if you do not receive Notice due to incorrect or outdated information provided at time of enrollment or failure to update. Customer consents to receive SMS text messages from Just Energy, its affiliates, and/or business partners regarding information about customer's account, new products, specials, promotions, and/or Demand Response Events. Standard message and data rates will apply to SMS messages. Customer may opt-out of text messaging anytime by texting "STOP" to [JE TEXT SHORT CODE].

29. Governing Law. The laws of the State of Texas govern this Agreement.

30. Miscellaneous. This Agreement is the entire contract between you and us. It can only be amended if agreed to by our head office in a written notice to, or recorded telephone call with you. If a part of this Agreement is deemed unenforceable, for any reason, we can make the minimal changes for it to be legal and enforceable. No delay by us to exercise our rights under this Agreement will constitute a waiver of such rights. No waiver of a Breach by you shall be interpreted as a waiver of any other Breach. This Agreement ensures to the benefit of and binds the parties and their respective successors and assigns. We will maintain an updated "Your Rights as a Customer" on our website and you agree to review it annually.

31. Emergency. In an emergency, call your Utility or appropriate emergency personnel.

Paragraphs 32-37 apply only to Customers on prepaid contract:

32. Account Update. We will communicate with you through an Account Update process. At the time of your enrollment with us, you must select the method we provide your Account Update to you, either my email or SMS text message. The Account Update contains account information which may include: your Current Balance, recent electricity payments, the most recent available energy consumption information as provided by the TDU (which may contain delayed information), updated electricity price, estimated time and/or days of electricity service remaining, confirmation of prepaid credit purchases, and/or other notices. We have no obligation to resend Account Updates to you, even if the message could not be delivered for any reason. You are solely responsible for contacting Customer Service to provide us with updated and correct contact information if: (1) the information for your chosen method of Account Updates contact has changed; (2) your chosen method of Account Updates is not functioning properly; (3) your chosen method of Account Updates is invalid; (4) at any time after you have begun receiving prepaid electricity service from us, 48 hours pass in which you do not receive an Account Update; (5) or you have not received an Account Update from us within 24 hours of any payment to your account. We may assess an Account Update Fee (up to $2.50) to you if you request an update through our Customer Service Department.

33. Summary of Usage and Payment (SUP): You can request a SUP (summary of electric charges), which will be provided to you via email or through the US Postal Service (USPS). We can charge you up to $2.95 SUP Fee for each SUP requested via USPS.

34. Account Balance Refund Policy. Any account balance you maintain will not be refunded while you are a customer of Just Energy. Should you terminate electricity service with us (either by moving out or switching your service to another REP), or if we terminate electricity service with you, you are entitled to a refund of your outstanding Current Balance, minus any deficit balance accrued, any amounts owed under a Deferred Payment Plan (DPP) and/or fees assessed until the date your electricity service with Just Energy ends. Just Energy refers to this amount as the "Closeout Balance (COB)". If you are moving to a new location, you are responsible for contacting Customer Service and requesting that we close out your account, including recording the COB at the time your service officially ends. If you are switching to another REP, your COB will be determined by us on the last day of your service with Just Energy. If your COB is equal to or greater than $5.00, we will refund any unexpected funds to you within ten (10) days of receipt of your final meter reading. If your COB is less than $5.00, and you do not request a refund within 30 days of the last day of your service with us, you agree to allow Just Energy to donate this amount to an energy assistance agency. Any unexpected funds donated by an agency assistance agency will be refunded to that agency as per the timeline specified above.

35. Warning Message Prior to Disconnection. We will send a warning message to you via an Account Update 1-7 days before your Current Balance is estimated to fall below the Disconnection Balance. If you continue to receive electricity, for any reason, when your Current Balance is equal to or less than $0.00, your account will accumulate a deficit balance.

36. Disconnection of Service for Prepaid Customers. You must prepay for electricity consumption and maintain a positive Current Balance on your account except as otherwise authorized in this Agreement. We may contact the TDU to interrupt your electricity service if your Current Balance falls below the Disconnection Balance. Your deficit balance, if any, must be paid in full as well as an amount sufficient to satisfy the Connection Balance before we can initiate reconnection of service. Reconnection may result in re-enrollment. Upon reconnection your Current Balance may be subject to any charges or fees assessed by your Utility. It is our recommendation that you have a Current Balance of at least $20.00 in your account each day to avoid disconnection.

37. Deferred Payment Plan (DPP) Provisions for Prepaid Customers: A DPP is an agreement between Just Energy and a Customer that allows a Customer to pay an outstanding balance in installments over an extended period. If at any time your account has a deficit balance of $50.00 or more, you may be eligible for a DPP, or if your Current Balance has been exhausted due to an extreme weather emergency, under billing, or disaster declaration you are eligible to enroll in DPP. To determine eligibility, you must contact our Customer Service department and request enrollment in a DPP. Just Energy may transfer up to 50% of all of your future payments to your DPP balance until it is fully paid. As a condition of accepting the DPP, you may be asked if we may place your account on a switch hold until you satisfy the terms of the DPP. A switch hold means that you will not be able to buy electricity from other companies while the switch hold is in place. If you fail to adhere to the terms in your DPP, your entire outstanding DPP balance will become immediately due and included in your Current Balance. If this causes your Current Balance to fall below the Disconnection Balance, Just Energy may request that your utility interrupt your service after one day's notice of disconnection. Please contact Just Energy for details.

Paragraphs 38-45 apply only to Customers on a contract that includes a free Thermostat:

38. Thermostat. Customers that select the Rate Shield 60 Plus will receive a Thermostat (referred to as "Equipment" in this TOS) free of charge from Just Energy that Just Energy or its authorized representative will install. After Just Energy installs the Equipment, the Equipment becomes the property of Customer, the Equipment is no longer the property of Just Energy, and Just Energy claims no right or interest in the Equipment.

39. Access to Your Premises. Customer agrees to allow Just Energy and its agents the right, when necessary or requested, to enter at reasonable times and on reasonable notice, customer's property upon which the Services and/ or Equipment will be provided (the "Premises"), for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Services and/or Equipment used with any of the Services. Customer warrants that it is the owner of the Premises. Customer acknowledges that it has

authority to enter into this Agreement because Customer owns the Premises.

40. Installation. Customer understands that a Just Energy subcontractor, duly-licensed in the State of Texas, shall install the Equipment in the Premises on a date that is mutually agreed upon by Customer and Just Energy. The date on which the Equipment is installed shall be the "Installation Date".

41. Usage. Just Energy has no responsibility for the operation or support, maintenance or repair of any Equipment after it is installed on the Installation Date. Customer agrees to use the Equipment as specified by the Equipment's manufacturer. To use the Equipment, Customer will need the Equipment and, if required for the selected thermostat, a Gateway/Router that meets the Equipment manufacturer's specifications. Just Energy has no responsibility for the operation or support, maintenance or repair of any equipment, software or services that Customer elects to use in connection with the Equipment (the "Customer Equipment").

42. Demand Response Participation. Just Energy will notify Customer of any Demand Response Event. The customer may participate in the Demand Response Event or opt-out of the Demand Response Event that may affect Customer's electric service. Customer may permanently opt out of participation in Demand Response Events by calling Just Energy's customer service department. If Customer participates in the Demand Response Event, Customer will be eligible to receive a benefit that reflects a portion of cost savings that result directly from Customer's participation in the Demand Response Event. Just Energy, at its sole discretion, will determine cost savings, if any, and the benefit that the customer is entitled to receive associated with the Demand Response Event. Just Energy may, when applicable and at its sole discretion, distribute any benefit related to a Demand Response Event to Customer. Just Energy will distribute any accrued but undistributed benefit to Customer upon termination of this contract. Just Energy may distribute any benefit in any form including by issuing a check for such benefit or by applying such benefit to any outstanding balance due and owing from Customer to Just Energy.

43. Removal. Customer may have the Equipment removed at any time after installation. Customer may either remove the Equipment at its own expense or Customer may request that Just Energy remove the Equipment from its home. Just Energy will remove the equipment and charge $125/hour for removal.

44. Moves. Customer will give Just Energy 45 days prior written notice if Customer plans to move from the Premises (each, a "move"). When the Customer moves, Customer will have 3 options: (1) Just Energy will move the Equipment to Customer's new location at no cost to you as long as (a) Customer remains a Just Energy Electricity Customer (b) and Customer owns the new location; (2) Customer can terminate this Agreement, and pay the termination charges outlined in Section 15 above; or (3) Customer can remove the equipment as provided for in Section 43 above.

45. Limited Warranty, Liability & Indemnity. THE EQUIPMENT IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY GOVERNING LAW. CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, AND REMOVAL OF EQUIPMENT. YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION OF THE EQUIPMENT. JUST ENERGY WILL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OF ANY TYPE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CAUSED OR CONTRIBUTED TO IN ANY WAY BY THE USE AND OPERATION OF THE EQUIPMENT, OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF REASONABLY FORESEEABLE. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS JUST ENERGY AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, AND AGENTS AGAINST ALL CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) ARISING OUT OF THE USE OF THE EQUIPMENT AND/OR THE CUSTOMER EQUIPMENT, OR THE BREACH OF THIS AGREEMENT BY YOU OR ANY OTHER USER.

Just Energy Texas LP.



Executive Vice President

Just Energy, PUCT Certificate No. 10052

24 HOUR SERVICE OUTAGE REPORTING

Please use these numbers for reporting outages or other emergencies.

TXU/ONCOR ENERGY	888.313.4747
CENTERPOINT ENERGY	800.332.7143
within Houston	713.207.2222
AEP (WTU AND CP&L)	866.223.8508
TEXAS NEW MEXICO POWER	888.866.7456

CONTACT INFORMATION FOR JUST ENERGY

INTERNET ADDRESS:	justenergy.com
E-MAIL ADDRESS:	cs@justenergy.com
MAILING ADDRESS:	P.O. Box 460008 Houston, Texas, 77056
TELEPHONE NUMBER:	866.587.8674
within Houston:	713.850.6790
FAX NUMBER:	888.548.7690
OFFICE HOURS:	Monday - Friday: 8:00 am to 8:00 pm CST Saturday: 9:00 am to 6:00 pm CST

Your Rights as a Customer

PLEASE READ: THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AS A CUSTOMER
This document summarizes Your Rights as a Customer and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUCT). You may view the PUCT's complete set of electric rules at http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx.

1. Cancelling Service

Unauthorized Change of Service Provider or "Slamming": Just Energy must obtain your verifiable authorization before switching your electric service. If you believe your electric service has been switched without your authorization, you should ask Just Energy to provide you with a copy of your authorization and verification. Just Energy must submit this to you within 5 business days of your request. You may also file a complaint with the PUCT. Upon receipt of a complaint filed with the PUCT, Just Energy must take all actions within its control to facilitate your prompt return to your original REP and cease any collections activities related to the switch until the complaint has been resolved by the PUCT. If the PUCT determines your electric service was switched without authorization, Just Energy must cancel all unpaid charges. Just Energy must pay all charges associated with returning you to your original REP within 5 business days of your request, and refund to you any amount paid in excess of the charges that would have been imposed by your original REP within 30 days of your request.

Cancellation of Service: You may cancel your agreement with Just Energy without any penalty or fee if:

- You request cancellation within 3 federal business days after you have signed the Application for Service and received your Terms of Service;
- You move to another premise and no longer have responsibility for electric service at the premise where service was being provided;
- Market conditions change and the agreement allows Just Energy to terminate the agreement without penalty in response to such changes; or
- You receive a notice from Just Energy of a material change in the context of this Agreement and you notify Just Energy of your request for cancellation within 14 days of the date the notice is sent to you. Notice will not be issued for material changes that benefit you or changes that are mandated by a regulatory agency.
- You contact Just Energy direclty to cancel

If you request cancellation for a reason other than those listed above, exit fees will apply. To cancel your service during the cancellation period, please use the notice of cancellation form or call the Just Energy number above. For details on cancellation after the cancellation window has ended and on exit fees, please call the Just Energy number above.

2. Billing

Unauthorized Charges or "Cramming": Before new charges appear on your bill, Just Energy must inform you of the product or service, all associated charges, and how these charges will be billed and obtain your consent to purchase the product or service. If you believe your bill includes unauthorized charges, you may contact Just Energy to dispute the charges and file a complaint with the PUCT. Just Energy will not terminate your service or file an unfavorable credit report against you for nonpayment of disputed charges, unless the dispute is resolved against you. If the charges are unauthorized, Just Energy 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 business days. If charges are not refunded or credited within three billing cycles, interest shall be paid to you on the amount of any unauthorized charge until it is refunded or credited, calculated at an annual rate established by the PUCT. You may request all billing records under Just Energy's control related to any unauthorized charge within 15 days after the date the unauthorized charge is removed from your bill. Just Energy will not re-bill you for any charges determined to be unauthorized.

Payment Arrangement/Plan: Payment Arrangement/Plan: If you cannot pay your bill, please call Just Energy immediately. Just Energy offers level/ average payment plans to customers who are not currently delinquent in payment. Just Energy may offer you a payment arrangement that allows you to pay your bill after your due date, but before your next bill is due. Just Energy may offer you a deferred payment plan, which allows you to pay an outstanding bill in installments that extend beyond the due date of your next bill. Deferred Payment Plans must be offered (unless the customer previously defaulted or is already on a Deferred or Level Payment Plan) during summer months (July – September) and winter months (January – February) or during extreme weather emergencies to the following residential customers: (a) LITE-UP (b) Critical Care/Chronic Condition (c) those expressing an inability to pay as long as they have not been disconnected in the last 12 months, submitted more than 2 insufficient payments during the last 12 months or received service for less than 3 months and lack of sufficient credit/payment history (d) whose bill includes charges from previous under-billings. A deferred payment plan may include a 5% charge for late payment. If you do not fulfill the terms of the payment arrangement or deferred payment plan, Just Energy may disconnect your service for nonpayment. If you agree to a deferred payment plan or are delinquent when entering into a level payment plan or other payment arrangement, Just Energy will place a switch-hold on your account. A switch-hold prevents you from buying electricity from other companies until the total deferred balance is paid. We may require an initial payment of no more than 50% of the amount past due with the rest payable in equal installments over at least five billing cycles. For details on payment plans, please see your Terms of Service or contact Just Energy.

Financial and Energy Assistance and Discounts: Just Energy must offer bill payment assistance to customers who express an inability to pay or need assistance with bill payment. If funding is sufficient for the PUCT to administer a low-income assistance program, a customer who receives food stamps, Medicaid, AFDC or SSI from the Department of Human Services (DHS) (a "Recipient") may qualify for a discount on electric service through the LITE-UP Texas Program. Customers who do not receive these benefits, but whose household income is not more than 125 percent of the federal poverty guidelines (a "Low-Income Household") may apply for the discount. Please contact LITE-UP Texas toll free at (866) 4-LITE-UP or 866.454.8387 for more information, or contact Just Energy. LITE-UP customers qualify for a payment arrangement/plan even if delinquent.

Meter Testing: You have the right to request a meter test once every four years at no cost. Just Energy can submit your request to your utility electronically. If you ask to have your meter tested more than once every four years, and the meter is determined to be functioning properly, then you may be charged a fee for the additional test(s) at the rate approved for your utility. Your utility will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter. You have the right to be instructed on how to read your meter.

3. Service, Disconnection and Restoration

Disconnection of Service: If your payment for electric service is not received by the due date on your bill, Just Energy will mail you a separate disconnection notice. The disconnection notice will explain that your service may be disconnected. The disconnection date will be no less than 10 (21 days for critical and chronic care) days from the date the notice is issued and may not fall on a holiday or weekend. If, prior to the disconnection date, payment is received or satisfactory payment arrangements are made, then Just Energy will continue to serve you under the terms and

conditions of service in effect prior to issuance of the disconnection notice.
Just Energy cannot disconnect your service for any of the following reasons:
1. Failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household;
2. Failure to pay any charge unrelated to electric service;
3. Failure to pay a different type or class of electric service not included on the account's bill when service was initiated;
4. Failure to pay underbilled charges that occurred more than six months in the past (except where related to theft of service);
5. Failure to pay disputed charges until Just Energy or the PUCT determines accuracy of the charges and you have been notified of this determination;
6. Failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event your utility is unable to read the meter due to circumstances beyond its control; or
7. Failure to pay during an extreme weather emergency, during which deferred payment plans will be made available.

Just Energy may not disconnect your service if it receives notification by the disconnection date that an energy assistance provider will make sufficient payment on your account.
Availability of Provider of Last Resort: If your electric service is terminated, you may obtain services from another REP or the Provider of Last Resort (POLR). The POLR offers a standard retail service package. Information about the POLR and other REPs can be obtained by calling 1.866.PWR.4.TEX or by visiting www.powertochoose.com.
Disconnection of Service: The PUCT has provided that under certain dangerous circumstances (such as unsafe electric line situations) any REP, including the POLR, may authorize your utility to disconnect your electric service without prior notice to you. Additionally, Just Energy may seek to have your electric service disconnected for any of the reasons listed below:
- Failure to pay a bill owed to Just Energy or to make a deferred payment arrangement by the disconnection date set out in the disconnection notice;
- Failure to comply with the terms of a deferred payment agreement made with Just Energy or the POLR;
- 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 Just Energy or the POLR; or
- Failure of the guarantor to pay the amount guaranteed when Just Energy or the POLR has a written agreement, signed by the guarantor, which allows for the disconnection of the guarantor's service.

Prior to disconnecting your service, Just Energy or the POLR must provide you a disconnection notice. This notice must be mailed to you separately no earlier than the first day after the date your bill is due. The disconnection date must be no earlier than 10 days from the date the notice is issued and may not fall on a holiday or weekend or the day preceding unless personnel are available to take payments and service can be reconnected. Just Energy or the POLR may not seek to have your electric service disconnected by your utility for any of the reasons listed under the Disconnection of Service portion of this document. Additionally, Just Energy or the POLR may not disconnect your electric service:
- For non-payment during an extreme weather emergency and must offer you a deferred payment plan for bills due during the emergency; or
- For non-payment if you inform Just Energy or the POLR, prior to the disconnection date stated on the notice, that a permanent resident on the premises has a critical or chronic need for electric service. However, to obtain this exemption, you must enter into a deferred payment plan with Just Energy or the POLR and have the ill-person's attending physician contact Just Energy or the POLR and submit a written statement attesting to the necessity of electric service to support life or prevent a significant deterioration of condition. This exemption from disconnection due to critical care shall be in effect for 63 days and may be applied for again after the 63 days has expired and the deferred payment plan has been fulfilled.

Restoration of Service: If your service has been disconnected for non-payment, Just Energy will, upon satisfactory correction of the reasons for the disconnection, notify your utility to reconnect your service. Just Energy will continue to serve you under the terms and conditions of service in effect prior to issuance of the disconnection notice. If your service was disconnected due to a dangerous situation, your service will be reconnected once you notify Just Energy or the POLR that disconnected it that you have corrected and satisfactorily resolved the dangerous situation.

4. Disputes
Complaint Resolution: Please contact Just Energy if you have specific comments, questions or complaints. Upon receipt of a complaint, Just Energy is required to investigate and notify you of the results within 21 days. If you are dissatisfied with the results of our investigation, you may request a supervisory review. Just Energy 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 PUCT at: P.O. Box 13326, Austin, Texas, 78711-3326; telephone 512.936.7120 or in Texas (toll-free) 888.782.8477; fax 512.936.7003; e-mail customer@puc.state.tx.us; website address www.puc.state.tx.us; TTY 512.936.7136; Relay Texas (toll-free) 800.735.2989 or with the Office of the Attorney General, Consumer Protection Division. For a complaint involving a disputed bill, Just Energy may not initiate collection or termination activities or report the delinquency to a credit reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, Just Energy may send a termination notice for non-payment of any undisputed portion of the bill.

5. Other Protections
Do Not Call List: The PUCT will maintain a "Do Not Call List" of customers who do not want to receive telemarketing calls for electric service. Customers may sign up for the list for a nominal fee. Please contact the PUCT to be placed on the Do Not Call List. You may contact Just Energy for further details.
Language Availability: You may request to receive information from Just Energy in Spanish or English. Just Energy does not market in any other language. This includes the Application for Service and Terms of Service, Your Rights as a Customer, the Electricity Facts Label, bills and bill notices, termination and disconnection notices, information on new electric services, discount programs, promotions, and access to customer assistance. **Privacy Rights:** REPs are prohibited from disclosing or selling confidential customer information, including your: name; address; account number and ESIID(s); type or classification of service; historical electricity usage; expected patterns of use; current charges or billing records; and the types of facilities used in providing your service; and the individual terms, conditions and price of your agreement. This prohibition does not apply to the release of your information under certain circumstances as required by law, including release of your information to the PUCT, any agent of Just Energy, credit reporting agencies, law enforcement agencies or your utility. Your information will be shared with other REPs or aggregators only with your consent.
Special Services: If you have a physical disability or require special assistance regarding your electric account, please contact Just Energy to inquire about the process to become qualified for any special services that may be available to you.

Just Energy, Certificado PUCT No. 10052

REPORTES DE CORTE DE SERVICIO LAS 24 HORAS

Favor usar estos números para reportar cortes u otras emergencias.

TXU/ONCOR ENERGY	888.313.4747
CENTERPOINT ENERGY	800.332.7143
dentro de Houston	713.207.2222
AEP (WTU AND CP&L)	866.223.8508
TEXAS NEW MEXICO POWER	888.866.7456

INFORMACIÓN DE CONTACTO PARA JUST ENERGY

DIRECCIÓN DE INTERNET:	justenergy.com
DIRECCIÓN DE CORREO ELECTRÓNICO:	cs@justenergy.com
DIRECCIÓN POSTAL:	P.O. Box 460008 Houston, Texas, 77056
NÚMERO DE TELÉFONO:	866.587.8674
dentro de Houston:	713.850.6790
NÚMERO DE FAX:	888.548.7690
HORARIO DE OFICINA:	Lunes a Viernes, 8:00 am to 8:00 pm CST Sabado, 9:00 am to 6:00 pm CST

Sus Derechos como Cliente

FAVOR LEER: ESTE DOCUMENTO CONTIENE INFORMACIÓN IMPORTANTE SOBRE SUS DERECHOS COMO CLIENTE
Este documento resume Sus Derechos como Cliente y está basado en reglas de protección del cliente adoptadas por la Comisión de Servicios Públicos de Texas (Public Utility Commission of Texas - PUCT). Puede ver el conjunto completo de reglas eléctricas de la PUCT en http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx.

1. Cancelación del Servicio

Cambio No Autorizado de Proveedor de Servicios o "Slamming": Just Energy debe obtener su autorización verificable antes de cambiar su servicio de electricidad. Si usted cree que su servicio de electricidad ha sido cambiado sin su autorización, debe solicitarle a Just Energy que le suministre una copia de su autorización y verificación. Just Energy debe presentársela dentro de los 5 días hábiles siguientes a su solicitud. También puede presentar una queja ante la PUCT. Al recibir una queja presentada ante la PUCT, Just Energy debe hacer todo lo que esté bajo su control para facilitar su pronto regreso a su REP (proveedor) original y cesar toda actividad de recaudo relacionada con el cambio hasta que la queja haya sido resuelta por la PUCT. Si la PUCT determina que su servicio de electricidad fue cambiado sin autorización, Just Energy debe cancelar todos los cargos no pagados. Just Energy debe pagar todos los cargos asociados con su restablecimiento a su REP (proveedor) original dentro de los próximos 5 días hábiles a su solicitud, y reembolsarle todo monto pagado que exceda los cargos que habrían sido impuestos por su REP original dentro de los próximos 30 días hábiles a su solicitud**.**

Cancelación del Servicio: Usted puede cancelar su acuerdo con Just Energy sin sanción o cargo alguno si:

- Usted solicita cancelación dentro de 3 días laborable federales después de haber firmado la Solicitud para el servicio y recibido los Términos de Servicio;
- Usted se muda a otro predio y deja de ser responsable del servicio de electricidad en el predio en que el servicio estaba siendo prestado;
- Las condiciones del mercado cambian y el acuerdo le permite a Just Energy dar por terminado el acuerdo sin sanción alguna en respuesta a dichos cambios; o
- Si recibe una notificación de Just Energy sobre un cambio sustancial en el contexto del presente Contrato y usted notifica a Just Energy de su solicitud de cancelación dentro de los 14 días de la fecha en que la notificación le fue enviada. No se expedirá notificación sobre cambios sustanciales que lo beneficien a usted o cambios ordenados por una agencia reguladora.
- Usted contacte Just Energy directamente para cancelar

Si usted solicita la cancelación por un motivo diferente a los enumerados arriba, aplicarán cargos por cancelación anticipada. Para cancelar su servicio durante el período de cancelación, favor usar el formulario de notificación de cancelación o llame al número de Just Energy indicado arriba. Para obtener detalles sobre cancelación después de finalizada la ventana de cancelación y sobre los derechos de salida, le agradecemos llamar al número de Just Energy indicado arriba.

2. Facturación

Cargos No Autorizados o "Cramming": Antes de que aparezcan nuevos cargos en su cuenta, Just Energy debe informarle sobre el producto o servicio, todos los cargos asociados, cómo serán facturados estos cargos, y obtener su consentimiento para comprar el producto o servicio. Si usted cree que su cuenta incluye cargos no autorizados, puede ponerse en contacto con Just Energy para debatir los cargos y presentar una queja ante la PUCT. Just Energy no dará por terminado su servicio ni emitirá un informe de crédito desfavorable en su contra por el no pago de cargos en debate, a no ser que la controversia sea resuelta en su contra. Si los cargos son no autorizados, Just Energy dejará de cobrarle el servicio o producto no autorizado, retirará el cargo no autorizado de su cuenta, y le reembolsará o acreditará toda suma de dinero pagada por usted por todo cargo no autorizado dentro de los siguientes 45 días hábiles. Si los cargos no le son reembolsados o acreditados en un plazo de tres ciclos de facturación, le deberán ser pagados intereses sobre el monto de todo cargo no autorizado hasta tanto éste le sea reembolsado o acreditado, calculados a una tasa anual establecida por el PUCT. Usted puede solicitar todos los registros que estén bajo el control de Just Energy relacionados a todo cargo no autorizado en su factura, en un período de 15 días luego de la fecha en que los cargos no autorizados sean retirados de su cuenta. Just Energy no le volverá a facturar ningún cargo que haya sido determinado como no autorizado.

Plan/Acuerdo de pagos: Si Ud. no puede pagar su factura, sírvase llamar de inmediato a Just Energy. Just Energy ofrece planes de pagos parejos o en base a promedios a los clientes no morosos. Just Energy podrá ofrecerle un acuerdo de pagos que le permitirá pagar su factura después de la fecha de vencimiento, pero antes del vencimiento de la próxima factura. Just Energy podrá ofrecerle un plan de pago diferido que le permitirá pagar una factura pendiente en cuotas que podrán extenderse más allá de la fecha de vencimiento de su próxima factura. Los Planes de Pago Diferido deberán ofrecerse (a menos que el cliente hubiera incumplido con anterioridad o se hubiera ya incorporado a un Plan de Pago Diferido o Pagos Parejos) durante los meses de verano (Julio a Septiembre) y los meses de invierno (Enero a Febrero) o durante eventos climáticos extremos, a los siguientes clientes residenciales: (a) LITE-UP (b) Cuidado Crítico/Afección Crónica (c) aquellos que expresen incapacidad de pagar en tanto no hubieran sufrido desconexión en los 12 meses anteriores, presentado más de dos pagos insuficientes durante los 12 meses anteriores, o recibido servicio durante menos de 3 meses o carecieran de suficiente historial crediticio o de pago. (d) cuya factura incluya débitos correspondientes a subfacturaciones anteriores. Los planes de pago diferido podrán incluir un cargo de 5% por pago fuera de fecha. Si Ud. incumpliera las condiciones del acuerdo de pagos

- plan de pago diferido, Just Energy podrá desconectarle el servicio por falta de pago. Si Ud. acepta un plan de pago diferido
- se encontrara moroso al acordar un plan de pagos parejos u otro acuerdo de pagos, Just Energy le aplicará a su cuenta una restricción "switch-hold" (prohibición de cambiar de proveedor). Un "switch-hold" le prohibirá comprar electricidad de otras compañías hasta pagar el total del saldo diferido. Podremos exigirle un pago inicial no mayor al 50% del importe vencido, siendo el resto pagadero en cuotas iguales durante por lo menos cinco ciclos de facturación. Por detalles sobre planes de pago, le rogamos consultar las Condiciones de Servicio o contactar a Just Energy. Para obtener detalles sobre planes de pago, vea sus Términos de Servicio o póngase en contacto con Just Energy.

Asistencia y Descuentos Financieros y de Energía: Just Energy debe ofrecer asistencia para el pago de las cuentas a los clientes que manifiesten su incapacidad de pago o necesiten asistencia para pagar sus cuentas. Si los fondos son suficientes para que la PUCT administre un programa de asistencia para bajos ingresos, un cliente que reciba estampillas de alimentos, Medicaid, AFDC o SSI del Departamento de Servicios Humanos (DHS por su sigla en inglés) (un(a) "Receptor(a)") puede qualificar para un descuento en el servicio de electricidad a través del Programa LITE-UP Texas. Los clientes que no reciben estos beneficios, pero cuyo ingreso familiar no excede el 125 por ciento de las pautas federales de pobreza (un "Hogar de Bajos Ingresos") pueden solicitar el descuento. Le agradecemos ponerse en contacto con LITE-UP Texas en la línea telefónica gratuita (866) 4-LITE-UP o 866.454.8387 para obtener más información, o ponerse en contacto con Just Energy. Los clientes de LITE-UP califican para los planes o acuerdos pago aunque se encuentren en mora.

Prueba de Contadores: Usted tiene derecho de solicitar una prueba de su contador una vez cada cuatro años, sin costo alguno. Just Energy puede

enviar su solicitud electrónicamente a su empresa de servicios públicos. Si usted solicita que su medidor sea probado más de una vez cada cuatro años, y se determina que el contador está funcionando correctamente, entonces le puede ser cobrada una tarifa por la(s) prueba(s) adicional(es) a la tasa aprobada para su empresa de servicios públicos. Su empresa de servicios públicos le informará los resultados de las pruebas, incluyendo la fecha de la prueba, la persona que realizó la prueba y, si es aplicable, la fecha de retiro del contador. Usted tiene derecho a recibir instrucciones sobre cómo leer su contador.

3. Servicio, Desconexión y Restablecimiento

Desconexión del Servicio: Si su pago del servicio de electricidad no es recibido para la fecha de vencimiento indicada en su factura, Just Energy le enviará por correo una notificación de desconexión por separado. La notificación de desconexión explicará que su servicio puede ser desconectado. La fecha de desconexión no será menor a 10 días (21 días por cuidado crítico y crónico) después de la fecha de expedición de la notificación y no puede caer en un día festivo o de fin de semana. Si, antes de la fecha de desconexión, se recibe el pago o se hace un arreglo de pago satisfactorio, Just Energy continuará prestándole el servicio bajo los términos y condiciones de servicio vigentes antes de la expedición de la notificación de desconexión.

Just Energy no puede desconectar su servicio por ninguna de los siguientes motivos:

1. No pago del servicio de electricidad por un ocupante anterior del predio si dicho ocupante no es parte de la misma unidad familiar;
2. No pago de cualquier cargo no relacionado con el servicio de electricidad;
3. No pago de un tipo o clase diferente de servicio de electricidad no incluido en la factura de la cuenta cuando se inició el servicio;
4. No pago de cargos sub-facturados ocurridos más de seis meses antes (excepto cuando estén relacionados con hurto del servicio);
5. No pago de cargos debatidos hasta tanto Just Energy o la PUCT determinen la exactitud de los cargos y usted haya sido notificado(a) sobre esta determinación;
6. No pago de una cuenta estimada a no ser que la cuenta estimada haga parte de un programa pre-aprobado de lectura de contadores o en caso de que su empresa de servicios públicos no pueda leer el contador debido a circunstancias fuera de su control; o
7. No pago durante una emergencia por clima extremo, durante la cual se pondrán a su disposición planes de pago diferido.

Just Energy no puede desconectar su servicio si recibe notificación antes de la fecha de desconexión indicando que un proveedor de asistencia para energía efectuará un pago suficiente a su cuenta.

Disponibilidad de Proveedor de Último Recurso: Si se da por terminado su servicio de electricidad, usted puede obtener servicios de otro REP o del Proveedor de Último Recurso (Provider of Last Resort - POLR). El POLR ofrece un paquete estándar de servicios al por menor. Se puede obtener información sobre el POLR y otros REP llamando al 1.866.PWR.4.TEX o visitando www.powertochoose.com.

Desconexión del Servicio: La PUCT ha establecido que bajo ciertas circunstancias peligrosas (tales como situaciones de las líneas de conducción eléctrica) cualquier REP, incluyendo al POLR, pueden autorizar a su empresa de servicios públicos para que desconecte su servicio de electricidad sin previo aviso. Adicionalmente, Just Energy puede buscar que su servicio de electricidad sea desconectado por cualquiera de los motivos enumerados a continuación:

- No pago de una cuenta adeudada a Just Energy o no hacer un arreglo de pago diferido antes de la fecha de desconexión indicada en la notificación de desconexión;
- No cumplimiento de los términos de un acuerdo de pago diferido acordado con Just Energy o con el POLR;
- Uso del servicio de una manera tal que interfiera con el servicio de otros, u operación de equipos no estándar;
- No pago de un depósito requerido por Just Energy o por el POLR; o
- No pago del monto garantizado por parte del garantizador cuando Just Energy o el POLR cuenten con un acuerdo por escrito, firmado por el garantizador, que permita la desconexión del servicio del garantizador.

Antes de desconectar su servicio, Just Energy o el POLR deben suministrarle una notificación de desconexión. Esta notificación debe serle enviada por correo por separado, no antes del primer día después de la fecha de vencimiento de su cuenta. La fecha de desconexión no debe ser antes de 10 días después de la fecha de expedición de la notificación y no puede caer en un día festivo o de fin de semana o el día anterior, a no ser que haya personal disponible para recibir pagos y que el servicio pueda ser reconectado.

Just Energy o el POLR no pueden buscar que su servicio de electricidad sea desconectado por su empresa de servicios públicos por ninguno de los motivos enumerados bajo la porción de Desconexión del Servicio de este documento. Adicionalmente, Just Energy o el POLR no pueden desconectar su servicio de electricidad:

- Por no pago durante una emergencia por clima extremo, y deben ofrecerle un plan de pago diferido para las cuentas cuyo vencimiento caiga durante la emergencia; o
- Por falta de pago si Ud. informa a Just Energy o a su POLR (proveedor de última instancia), previamente a la fecha de desconexión indicada en la notificación, que un residente permanente del lugar tiene necesidad crítica o crónica de servicio eléctrico. Sin embargo, para hacerse acreedor a dicha exoneración, Ud. deberá acogerse a un plan de pago diferido con Just Energy o con su proveedor de última instancia, y hacer que el médico tratante de la persona enferma se ponga en contacto con Just Energy o con el proveedor de última instancia y presente una declaración por escrito certificando la necesidad de servicio eléctrico para el sostén de vida o para evitar un deterioro significativo de la afección. Esta exoneración de desconexión por causa de cuidado crítico tendrá una validez de 63 días y podrá solicitarse nuevamente después del vencimie de dichos 63 días y de haberse cumplido con el plan de pago diferido.

Restablecimiento del Servicio: Si su servicio ha sido desconectado por no pago, una vez corregidos satisfactoriamente los motivos de la desconexión, Just Energy notificará a su empresa de servicios públicos para que reconecte su servicio. Just Energy continuará prestándole el servicio bajo los términos y condiciones de servicio vigentes antes de la expedición de la notificación de desconexión. Si su servicio fue desconectado debido a una situación peligrosa, su servicio será reconectado cuando usted le notifique a Just Energy o al POLR que lo desconectó que usted ha corregido y resuelto satisfactoriamente la situación peligrosa.

4. Controversias

Solución de Quejas: Le agradecemos ponerse en contacto con Just Energy si tiene comentarios, preguntas o quejas específicas. Una vez recibida una queja, Just Energy está obligada a investigar y notificarle los resultados dentro de los siguientes 21 días. Si a usted no le satisfacen los resultados de nuestra investigación, puede solicitar una revisión por un supervisor. Just Energy debe informarle los resultados de la revisión de supervisión dentro de los 10 días hábiles siguientes a su solicitud. Si no le satisfacen los resultados de la investigación o de la revisión de supervisión, usted puede presentar una queja ante la PUCT en: P.O. Box 13326, Austin, Texas, 78711-3326; teléfono 512.936.7120 o en Texas (línea gratuita) 888.782.8477; fax 512.936.7003; correo electrónico customer@puc.state.tx.us; dirección del sitio web www.puc.state.tx.us; TTY 512.936.7136; Relay Texas (línea gratuita) 800.735.2989 o ante la Oficina del Fiscal General, División de Protección del Consumidor. Para una queja relacionada con una cuenta en controversia, Just Energy no puede iniciar actividades de recaudo o de terminación o reportar la mora a una agencia de informes de crédito con respecto a la porción en controversia de la cuenta. Sin embargo, luego de efectuar la notificación apropiada, Just Energy puede enviar una notificación de terminación por el no pago de cualquier porción en controversia de la cuenta.

5. Otras Protecciones

Lista de No Llamar: La PUCT llevará una “Lista de No Llamar” de los clientes que no deseen recibir llamadas de tele-mercadeo de servicios de electricidad. Los clientes pueden inscribirse en esta lista pagando una pequeña tarifa adicional. Le agradecemos ponerse en contacto con la PUCT para ser incluido(a) en la Lista de No Llamar. Puede ponerse en contacto con Just Energy para obtener más detalles.

Disponibilidad de Idioma: Usted puede solicitar recibir información de Just Energy en español o en inglés. Just Energy no hace mercadeo en ningún otro idioma. Esto incluye la Solicitud de Servicio y los Términos de Servicio, Sus Derechos como Cliente, la Descripción de Datos de Electricidad, cuentas y notificaciones de cuentas, notificaciones de terminación y de desconexión, información sobre nuevos servicios de electricidad, programas de descuentos, promociones, y acceso a asistencia para clientes.

Derechos de Privacidad: A los REP les está prohibido divulgar o vender información confidencial de sus clientes, incluyendo su: nombre; dirección; número de cuenta y ESIID(s); tipo o clasificación del servicio; consumo histórico de electricidad; patrones de consumo esperados; cargos actuales o registros de facturación; y los tipos de instalaciones usadas para prestarle su servicio; y los términos, condiciones y precios individuales de su acuerdo. Esta prohibición no aplica para la divulgación de su información bajo ciertas circunstancias según sea requerida por ley, incluyendo la divulgación de su información a la PUCT, cualquier agente de Just Energy, agencias de informes de crédito, agencias de las autoridades legales o su empresa de servicios públicos. Su información será compartida con otros REP o agregadores únicamente con su consentimiento.

Servicios Especiales: Si usted tiene una discapacidad física o requiere de asistencia especial en relación con su cuenta de electricidad, le agradecemos ponerse en contacto con Just Energy para indagar sobre el proceso para calificar para cualquier servicio especial que pueda estar a su disposición.