

**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, an 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**JE AutoPay:** Just Energy's automatic payment system in which customer's payment is automatically withdrawn from an account or charged to a customer's credit card.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 Option for electricity ("JustGreen"). **JustGreen Charge:** a charge, expressed in cents per kWh, which depends on the level of JustGreen you select. **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 a "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](http://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. Green Energy Option.** For each JustGreen unit you buy, we will purchase and retire renewable energy certificates or attributes ("green energy") to ensure that 20% worth of your electricity usage is produced by non-polluting sources such as hydro, wind, solar or bio-mass and injected into the electricity grid. 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. We can suspend or discontinue JustGreen at any time (you will then stop paying for it but the rest of this Agreement will remain in effect). Green energy that we purchase and retire on your behalf will: (a) relate to green energy produced in the year you pay for the units (plus or minus 12 months); (b) on a reasonable efforts basis, be from Texas-based sources; however, we may buy them from other North American-based sources at our discretion; and (c) 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, for the level of JustGreen you select, multiplied by your usage; (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. If you are on a product that charges a flat amount per month, you agree to pay the price listed on your EFL, plus any Special Services Fees and Taxes.

**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 non-payment. 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 ESID 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.

**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 ESID 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 of 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](http://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.



SVP & General Manager