#### EASYSTART PREPAID PRODUCT TERMS OF SERVICE Just Energy Texas L.P. d/b/a Just Energy P.O. Box 460008, Houston, Texas 77056 1.866.587.8674 PUCT Certificate No. 10052 Monday – Friday: 8:00 am to 8:00 pm. CST, Saturday: 8:00am to 6:00pm CST

1. Key Defined Terms. Agreement: collectively, the Application for Service (front page) and these Terms of Service (TOS), the Electricity Facts Label (EFL), Disclosure Statement and Your Rights as a Customer (YRAC). Connection Balance: A Current Balance of \$50.00 required to establish or reconnect prepaid service. Current Balance: 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: An account balance of \$10.00 or less whereby we may initiate disconnection of service. Energy Charge: a variable charge, expressed in cents per kilowatt-hour (kWh), which includes the cost of electricity supply and delivery. 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.

JustGreen: our green energy option for electricity ("JustGreen *Power*"). JustGreen *Power* Charge: a charge, expressed in cents per kWh, which depends on the level of JustGreen *Power* you select. Just Energy: Just Energy Texas L.P., d/b/a Just Energy, also referred to as "we", "our" and "us". **PUCT:** the Public Utility Commission of Texas. **PURA:** the Public Utility Regulatory Act. **REP:** Retail Electric Provider. **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).

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 that during the course of this Agreement 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. Acceptance, Verification.** This Agreement takes effect when you sign it and is conditional upon our acceptance of it. Our acceptance of this Agreement is at our sole discretion and depends, in part, on whether: (a) our request to enroll you is accepted; (b) we can verify your information by recorded phone call (or other means acceptable to us); and (c) 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); (d) you make payment within 3 days after you have authorized us to act as an agent on your behalf. If you fail to make a payment within 3 business days of the date you enter the agreement, the contract is considered canceled without further action. You consent to the recording of phone calls related to this Agreement.

4. Term. This is a day-to-day Agreement. Your term will continue on a daily basis until you switch to another provider, select another Just Energy electricity product, or we terminate or disconnect your service. The Term of this Agreement begins on the "Start Date" and expires on the "End Date". 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.

**5.** JustGreen. For each JustGreen Power 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 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 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.

6. Charges under this Agreement. We will supply you with electricity and JustGreen, as applicable. You agree to prepay the following: (a) the Energy Charge multiplied by your usage; (b) the JustGreen *Power* Charge, for the level of JustGreen you select, multiplied by your usage; (c) any Special Service Fees; and (d) Taxes.

7. 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 insufficient funds charges. We will charge: a) a \$25 Disconnection Fee (DNP Fee) if your service is disconnected; b) a \$2.95 Payment Fee each time you make a payment; and c) a \$25 Insufficient Funds Fee (NSF Charge) for returned payments.

**8. 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.

9. Credit Check. We may not require a credit check at the time of enrollment. 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.

**10. Deposits.** 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.

**11. Variable Price Product.** This Agreement is for a Variable Price Product. A Variable Price Product is defined as a retail product for which price may vary based on our discretion. For residential customers, a variable price product can be only a month-to-month (a product with a term of 31 days or less). The Energy Charge can vary from month-to-month at our discretion and, in addition, your price may vary day-to-day if there are changes to TDU delivery charges or regulatory charges, or changes in law that impose new or modified fees that are out of our control.

12. 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 by 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.

**13. 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.

14. Billing, Payment. 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 by 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 underbilled amounts due to billing errors or omissions where (a) the underbilling 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 underbilling occurred. Unless the underbilling is a result of theft of service, you may qualify for a deferred payment plan of the underbilled amount (contact us for further details). Interest will not be charged on any underbilled amounts unless the underbilled 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.

**15.** Forms of payment. Just Energy accepts the following forms of payments: Cash and credit cards. Cash payments can be made at any authorized payment center. Please visit <u>www.justenergy.com/customerservice</u> for a list of authorized payment centers and hours. Credit card payments may be accepted using our automated phone payment system, 1-866-587-8674. Payments made by sending a check or at a payment center not listed on will not be accepted. However, if we decide to process your payment by check, you agree and acknowledge that there will be a delay in posting the payment to your account.

16. 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 unexpended 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 unexpended funds donated by an energy assistance agency will be refunded to that agency as per the timeline specified above.

**17. Ending this Agreement, Default.** If this Agreement ends, for any reason, you must still pay all amounts charged to you up to the early end date for all electricity consumed under this Agreement by you.

17.1 Your Right to Cancel: You can end this Agreement within 3 federal business days of receiving this Agreement. You may cancel by phone by calling 1.866.587.8674 or by completing and delivering to us the attached Notice of Cancellation. You may also end this Agreement 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.

**18.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; or (v) you commit a "Default". You will be given 14 days prior notice if we end the Agreement. It is your responsibility to ensure you have a sufficient balance on your account to continue service with us. If you fail to notify us of changes to your email account or mobile phone number so that we can no longer deliver Account Updates to you, your service may be interrupted. We will Cancel this Agreement if you (a) breach a term of this Agreement or your Utility's rules; or (b) switch to another REP.

19. 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.

20. Disconnection of Service. 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 reenrollment. 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.

21. Customer Information. You authorize us, for the duration of the Term, to access, use and update information about you (including contact, billing and credit history, and consumption information), and to obtain it form and provide it to your Utility, credit reporting agencies, and our business partners and service providers. You may cancel our right to obtain or use your information at any time but, if you do, we have the right to end this Agreement. We will use your information to perform our obligations (including to establish and collect money for your account, supply you with Energy, meet our contractual obligations with others, for law enforcement purposes, to comply with Governing Law and to collect past due amounts) and to communicate with you about other products and services offered by Just Energy and our affiliates, service providers, and business partners.

22. 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.

23. Dispute or Complaints. <u>Binding Arbitration.</u> If you have any concerns or comments related to this Agreement, you may contact us using the contact information provided above. We may request that you set out your 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.

24. 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. 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. Please call us for additional information.

25. Deferred Payment Plan (DPP): 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.

26. Critical Care and Chronic Condition Residential Customers. Just Energy is not able to provide prepaid electricity service to customers that are qualified or qualify as critical care or chronic condition. A critical care customer is 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. A chronic condition customer is 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. To apply, your physician must execute and deliver the required forms to your respective TDSP (utility), which will be submitted by Just Energy to your Utility. You may request the forms(s) by calling 1,866.587.8674, the Public Utility Commission or your TDSP utility. If you provide information to Just Energy that you have become critical care or chronic condition, Just Energy will work with you to transition you to another product or provider in a manner that avoids a service disruption. This designation does not relieve you of any obligations under this Agreement, including your obligation to pay any account balance associated with this contract.

27. 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 this Agreement, including to another energy services company, without your consent. You cannot assign your rights or obligations without our consent.

**28.** 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.

**29. 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 and JustGreen Power 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.

**30. 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 (you agree to visit it periodically to stay informed).

**31. Governing Law.** The laws of the State of Texas govern this Agreement. **32. 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 Default by you shall be interpreted as a waiver of any other Default. This Agreement enures 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.

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

Just Energy Texas L.P.

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**Executive Vice President** 

# Prepaid Disclosure Statement Just Energy Texas L.P. d/b/a Just Energy PUCT Certificate 10052 Residential EasyStart Program (Centerpoint, Oncor) February 6, 2012

### Important Notice

Prepaid electric service means you purchase electricity before it is used. You will not receive a regular, monthly bill. The continuation of electric service depends on you prepaying for service on a timely basis, and if your current balance falls below the Disconnection Balance, your service may be disconnected with little notice.

Prepaid service is not available to customers who are designated as a Critical Care Residential Customer or Chronic Condition Residential Customer.

Some assistance agencies may not provide bill payment assistance programs to customers that use prepaid service. Additional information is provided below.

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Connection Balance:	To open your prepaid account, you must make a payment to establish a Connection Balance of \$50.00. The payment amount includes the charges listed below:			
How do I start prepay service?	Payment Fee: \$2.95			
	After this fee is deducted, your initial account balance will have \$47.05 available. Utilility fees may also apply. The fees will be paid in addition to the costs of enrolling in the service			
	Please contact Just Energy at 1-866-587-8674 for more information about utility fees. Just Energy can help you fill-in the worksheet below to determine the total amount due when enrolling in prepaid service.			
	Connection Balance \$			
	+ Utility Fee \$			
	Total Due \$			
Fees:	Just Energy has the following non-recurring fees.			
What other fees may I be charged?	<ul> <li>Payment Fee: \$2.95 (Each time you make a payment)</li> <li>Disconnection Fee: \$25.00 (If your service is disconnected)</li> <li>Summary of Usage and Payment Fee: \$2.95 (Applied upon request for mailed copy)</li> <li>Insufficient Funds Fee: \$25.00 (For returned payments)</li> <li>Account Update Fee: \$2.50 (Account updates made with a customer service agent)</li> </ul>			
	Fees charged are subtracted from your account balance.			
Making a Payment:	Making Payments:			
How do I make a payment?	Debit Card and Credit Card         • Just Energy customer service: 1-866-587-8674 (8am-8pm CST M-F; 8am – 6pm CST Saturda         • On the web at www.justenergy.com/customer-service         Cash Payments         Cash payments can be made at any authorized payment center such as Walmart, HEB, Ace, a CheckFreePay. Please visit www.justenergy.com/customerservice for a list of authorized payment centers and hours.			
	Do I have to verify payments? No.			
Electricity Payment Assistance:	If you qualify for low-income status or low-income assistance, have received energy assistance in the past, or you think you will be in need of energy assistance in the future, you should contact the billing assistance program to confirm that you can qualify for energy assistance if you need it.			
Will payment assistance be available to me?	Energy or bill payment assistance may be available, please call Just Energy for additional information.			
Communications:				
How will the company contact me for important notices?	We will contact you by email or text as required by §25.498(c)(5)(A) for important notifications including current balance requests, payment confirmation codes, and disconnection warnings.			
Disconnection:	It is important to maintain an account balance at or above \$10.00 or your service may be disconnected. This is called a "Disconnection Balance."			
How can I avoid having my electricity	You will be notified 1 to 7 days before your account balance is expected to fall below \$10.00.			
disconnected?	If your account balance falls below \$10.00 more quickly than expected, service may be disconnected in as little as one day after you receive the low balance notification.			
	Just Energy may charge a \$25.00 Disconnection Fee.			
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Prepaid Disclosure Statement Just Energy Texas L.P. d/b/a Just Energy PUCT Certificate 10052 Residential EasyStart Program (Centerpoint, Oncor) February 6, 2012		
Reconnection:	If your service is disconnected, and your account has a negative balance, you must pay off that amount in addition to the amounts discussed below.	
How do I restart prepaid service if my electricity is disconnected?	In order to restart prepaid electric service, you must make a payment to establish a balance of \$50.	
	The payment amount includes the charges listed below:	
	<ul><li>Payment Fee: \$2.95</li><li>Disconnection Fee: \$25.00</li></ul>	
	After these fees is deducted, your account will have \$22.05 available.	
	Utility fees may also apply. The fees will be paid in addition to the costs of reconnecting service.	
Deferred Payment Plans:	Deferred payment plans are available upon request in the following situations:	
When is a deferred payment plan available?	<ul> <li>If your account reaches a negative balance of \$50 or more during an extreme weather event.</li> <li>If a state of disaster has been declared in your area by the Governor of Texas and the Public Utility Commission requires that deferred payment plans be offered.</li> <li>If Just Energy has underbilled your account by \$50 or more for reasons other than theft of service.</li> </ul>	
	Please contact Just Energy for any additional deferred payment plan options.	
	If you enter into a deferred payment plan, Just Energy may apply a switch-hold until your deferred payment plan is paid in full. A switch-hold means that you will not be able to buy electricity from another company while the switch-hold is in place. For more information regarding switch-holds, contact Just Energy.	
Just Energy Texas L.P. d/b/a Just Energy P.O. Box 460008, Houston, Texas 77056 Justenergy.com 1.866.587.8674 PUCT Cert #10052 Monday – Friday: 8:00 am to 8:00 pm CST Phone: 1-866-587-8674; Fax: 1-888-548-7690 PUCT Cert #10052		

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# 24 HOUR SERVICE OUTAGE REPORTING

Please use these numbers for reporting outages or other emergencies.

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: E-MAIL ADDRESS: MAILING ADDRESS:

# TELEPHONE NUMBER: Within Houston: FAX NUMBER: OFFICE HOURS:

### justenergy.com cs@justenergy.com P.O. Box 460008, Houston, Texas 77056 866.587.8674 713.850.6790 888.548.7690 Monday - Friday: 8:00 am to 8:00 pm CST

Saturday: 8:00 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 <u>www.puc.state.tx.us/rules/subrules/electric</u>.

### 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 are enrolled on prepaid service.
- 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.
- 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.

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 Account Update, 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 or Account Update 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 non-payment 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 account, 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 pre-payment 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 or Account Update. Just Energy will not re-bill you for any charges determined to be unauthorized.

**Payment Plans:** If you cannot pay your bill, please call Just Energy immediately. Just Energy must offer you a deferred payment plan, which allows you to pay an outstanding balance in installments over an extended period, if your account has a deficit balance equal to or greater than \$50.00, or if your Current Balance has been exhausted due to an extreme weather emergency or as a result of under billing. A deferred payment plan may include a 5% charge for late payment. If you do not fulfill the terms of the deferred payment plan, Just Energy may disconnect your service for non-payment. For details on payment plans, please see your Terms of Service or contact Just Energy.

**Financial and Energy Assistance and Discounts:** For customers who are on an electric service product other than a prepaid electric service product, 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.

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 you are on an electric service product other than a prepaid electric service product, and 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 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:

 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.
- Failure to pay a different type or class of electric service not included on the account's bill when service was initiated.
- Failure to pay underbilled charges that occurred more than six months in the past (except where related to theft of service).
- Failure to pay disputed charges until Just Energy or the PUCT determines accuracy of the charges and you have been notified ofthis 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.
- 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 maintain a Current Balance above the Disconnection Balance.
- 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.
- 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.

Disconnect notice requirements applicable to postpaid service do not apply to the interruption of a customer's prepaid service. For a customer receiving prepaid electric service, a REP shall not allow a customer's electric service to be interrupted on a weekend because the customer's Current Balance has been exhausted, or during any period in which the prepayment mechanisms are not available or the REP's customer service center is not operating. 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.

 For non-payment if you inform Just Energy or the POLR, prior to the disconnection date stated on the notice, that you or another resident on the premises has a critical need or chronic condition for electric service. If you provide information to Just Energy that you have become critical care or chronic condition, Just Energy will work with you to transition you to another product or provider in a manner that avoids a service disruption. This designation does not relieve you of any obligations under this Agreement, including your obligation to pay any account balance associated with this contract.

**Restoration of Service:** If you are on an electric service product other than a prepaid electric service product, and 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. If you are a prepaid electric service customer, and your service has been interrupted because your Current Balance has fallen 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. 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) 1.888.782.8477; 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) 1.800.735.2989 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 otrasemergencias.

888.313.4747
800.332.7143
713.207.2222
866.223.8508
888.866.7456

INFORMACIÓN DE CONTACTO PARA JUST ENERGY DIRECCIÓN DE INTERNET: justenergy.com DIRECCIÓN DE CORREO

ELECTRÓNICO: DIRECCIÓN POSTAL:

NÚMERO DE TELÉFONO: *dentro de Houston:* NÚMERO DE FAX: HORARIO DE OFICINA: cs@justenergy.com P.O. Box 460008, Houston, Texas 77056 866.587.8674 713.850.6790 888.548.7690 Lunes - Viernes: 8:00 am a 8:00 pm (Hora Central Estándar) Sabado: 8:00 am a 6:00 pm (Hora Central Estándar)

# 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 www.puc.state.tx.us/rules/subrules/electric.

#### 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 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 original dentro de los 5 días hábiles siguientes a su solicitud, y reembolsarle todo monto pagado que exceda los cargos que habrían sido impuestos por su REP original dentro de los 30 días siguientes a su solicitud.

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

- Usted solicita la cancelación dentro de los 3 días hábiles federales siguientes a su firma de la Solicitud de Servicio y al recibo de sus 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.
- Si recibe una notificación de Just Energy sobre un cambio sustancialen 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.

Si usted solicita la cancelación por un motivo diferente a los enumerados arriba, aplicarán derechos de salida. Para cancelar su servicio durante elperíodo 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 oservicio, todos los cargos asociados, cómo serán facturados estos cargos, y obtener su consentimiento para comprar el producto o servicio. Si usted cree que su Actualización de Cuenta incluye cargos no autorizados, puede ponerse en contacto con Just Energy para controvertir 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 controvertidos, 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 la PUCT. Usted puede solicitar todos los registros de facturación bajo el control de Just Energy relacionados cualquier cargo no autorizado dentro de los 15 días siguientes a la fecha en que el cargo no autorizado sea retirado de su Actualización de Cuenta. Just Energy no le volverá a facturar ningún cargo que haya sido determinado como no autorizado.

Planes de Pago: Si usted no puede pagar su cuenta, le agradecemos llamar inmediatamente a Just Energy. Just Energy ofrece planes de pago promedio a los clientes que no estén actualmente en mora en sus pagos. Just Energy puede ofrecerle un plan de pago que le permita pagar su cuenta después de la fecha de vencimiento, pero antes de la fecha de pago de su siguiente cuenta. Just Energy debe ofrecerle un plan de pago diferido, que le permita pagar una cuenta pendiente en cuotas cuyo plazo supere la fecha de vencimiento de su próxima cuenta, a no ser que usted haya recibido más de dos notificaciones de desconexión durante los últimos 12 meses o si usted ha sido cliente de Just Energy durante menos de tres meses y no ha establecido crédito suficiente o demostrado un historial de pagos satisfactorio con otro REP. Just Energy debe ofrecerle un plan de pago diferido para cuentas cuyo vencimiento ocurre durante una emergencia por clima extremo y para cuentas que incluyan cargos por sub-facturaciones previas. Un plan de pago diferido puede incluir un cargo del 5% por pago atrasado. Si usted no cumple los términos del acuerdo de pago o plan de pago diferido, Just Energy puede desconectar su servicio por no pago. 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 la financiación es suficiente 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 calificar 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 866.4.54.8387 para obtener más información, o ponerse en contacto con Just Energy.

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 cuenta, 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 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:

- No pago del servicio de electricidad por un ocupante anterior del predio si dicho ocupante no es parte de la misma unidad familiar.
- No pago de cualquier cargo no relacionado con el servicio de electricidad.
- 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.
- No pago de cargos sub-facturados ocurridos más de seis meses antes (excepto cuando estén relacionados con hurto del servicio).
- No pago de cargos controvertidos 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.
- 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 <u>www.powertochoose.com</u>

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:

Incapacidad de mantener un saldo actual mas de balance 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 deotros, u operación de equipos no estándar.
- No pago de un depósito requerido por Just Energy o por el POLR.
- No pago del monto garantizado por parte del garante cuando Just Energy o el POLR cuenten con un acuerdo por escrito, firmado por el garante, que permita la desconexión del servicio del garante.

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.
- Por no pago si usted le informa a Just Energy o al POLR, antes de la fecha de desconexión indicada en la notificación, que usted u otro(a) residente en el predio tiene una necesidad crítica de servicio de ele tricidad. Sin embargo, para obtener esta exención, usted debe suscribir un plan de pago diferido con Just Energy o el POLR y hacer que el médico tratante de la persona enferma se ponga en contacto con Just Energy o con el POLR y presente una declaración por escrito certificando la necesidad del servicio de electricidad para el soportevital. Esta exención de la desconexión debido a enfermedad o discapacidad estará vigente durante 63 días y puede ser solicitada de nuevo después de que el plazo de 63 días se haya vencido y se

haya cumplido con el plan de pago diferido.

Restablecimiento del Servicio: Si usted está inscrito en otro producto diferente al servicio de electricidad prepagada, y 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 usted está inscrito en el servicio de electricidad prepagada, y su servicio ha sido desconectado por que su balance prepagado llego a \$0.00, usted debe, antes de que el servicio se le reinstale, pagar el balance alcanzado en su cuenta y restablecer un balance prepagado positivo. 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 de supervisión. 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) 1.888.782.8477; 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 gueja relacionada con una cuenta controvertida, Just Energy no puede iniciar actividades de recaudo o de terminación o reportar la mora a una agencia de informes de crédit con respecto a la porción controvertida 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 no controvertida 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 tarifa nominal. Le agradecemos ponerse en contacto con la PUC 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 Etiqueta 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.