# RESIDENTIAL TEXAS SAVER PRODUCT 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: 8:00 am to 8:00 pm. CST
Saturday 9:00 am to 6:00 pm CST

- 1. Key Defined Terms. 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. Energy Charge: a variable charge, based on the electric energy (kWh) consumed, 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.
- JE Auto Pay: Just Energy's automatic payment system in which customer's payment is automatically withdrawn from an account or charged to a customer's credit card.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". PUCT: the Public Utility Commission of Texas. PURA: the Public Utility Regulatory Act. 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, the account holder named on the Application for Service, also referred to as "you" and "your". 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, 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. 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); (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. This is a month-to-month Agreement. Your term will continue on a monthly 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. 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 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.
- **6. 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) the Base Charge per ESIID; (d) an Advanced Metering Charge, if applicable, and as specified on the Electricity Facts Label; (e) any Special Service Fees; and (f) 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, late payment penalties, charges for disconnection and reconnection and insufficient funds charges. We will charge: a) a \$5 Disconnection Notice Fee (DNP Notice Fee) 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; and c) a \$4.95 Agent Assist Fee each time a customer service agent helps you make a payment. d) a Late Payment Penalty equal to 5% of your late bill's past due amount if you are late making a payment; e) a \$25 Insufficient Funds Charge (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 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.
- **10. 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) 1/5<sup>th</sup> 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 if you are a residential customer or 24 consecutive months with no late payment if you are a commercial customer. 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, you may pay any deposit that exceeds \$50 in two equal installments.
- 11. Texas Saver. This Agreement is for a Variable Price Product. A Variable Price Product is defined as a retail product for which price may vary according to a method determined by Just Energy, including a product for which the price, can increase no more than a defined percentage as indexed to the customer's previous billing month's price. For residential customers, a variable price product can be only a month-to-month contract. The Energy Charge can vary from month-to-month at our discretion.
- 11.1 Texas Saver Variable Price Cap (the "Price Cap"). The Energy Charge in any given billing cycle will vary at our discretion. However, during the first twelve (12) months following your Start Date, the average price per kWh (which includes the cost of all recurring charges excluding state and local sales taxes, and reimbursement for the state miscellaneous gross receipts tax) for a Just Energy customer with monthly usage of 1,000 kWh for a given billing cycle shall not exceed a price that is at least 0.1 cents lower than the mathematical mean average of the rates (as of the 15th of the calendar month preceding the end of the Customer's billing cycle, provided that it may take up to five (5) days beyond such date for the rate to be adjusted) of the following two (2) competing retail electricity products: (i) the "Reliant Power Tracker<sup>SM\*</sup> plan offered by Reliant Energy Retail Services, LLC; and (ii) the "TXU Energy MarketEdge<sup>SM</sup> plan offered by TXU Energy Retail Company LLC (the "Comparison Rates"). The Comparison Rate used with respect to each of the competing retail electricity products shall be the rate published in the competitor's Electricity Facts Label. If either of the above-listed Comparison Rates are not updated by the 15th of the calendar month, then Just Energy will use its best efforts to calculate or estimate the applicable rate using the formula published by the applicable competitor until such time as the Comparison Rate is updated. The Comparison Rates used for purposes of calculating the Price Cap shall be the rate posted for customers with average monthly usage of 1,000 kWh. For purposes of calculating the Price Cap, promotional introductory rates offered by our competitors will not be used.

If either of the above-listed competing retail electricity products are discontinued by the applicable competitor, Just Energy will calculate the Price Cap using the remaining Comparison Rate. If both of the above-listed competing electricity products are discontinued, the Price Cap shall no longer apply.

12. Billing, Payment. We will bill you monthly, within thirty (30) days of when the TDU provides us with your ESIID usage information, unless validation of the data is required resulting in a delay, and you will pay all amounts on your bill by the stated due date. 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. Late payments will result in a charge equal to 5% of your late bill's past due amount. If you agree to pay us by credit card or bank debit, your authorized signature on the Application for Service will be your authorized signature for such transactions and we will debit the full amount of each monthly bill, including late payment charges 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 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. On occasion, we may credit your account at our sole discretion, which will reduce your monthly bill, as a result of the balancing adjustment, but we will not debit your account for balancing adjustments.

- **12.1 Payment Options:** You can remit payment to us by: check, Ace Cash Express, Mastercard, Discover Card, Visa, Online Bill Pay, Check free pay agent: Walmart, HEB, or JE Auto Pay.
- 13. Ending this Agreement Early, Default. If this Agreement ends early, for any reason, you must still pay all amounts charged to you up to the early end date.
- 13.1 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.

- 13.2 Our Right to Cancel: We can end this Agreement, at no cost to us, if: (i) required/allowed by law; (ii) the Utility is unable to service your ESIID or electricity has not flowed in a reasonable time frame; (iii) a legislative or regulatory change materially alters our ability to profitably perform this Agreement; (iv) you move; (v) you commit a "Default"; (vi) Just Energy receives notice or information evidencing 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 Default if you (a) breach a term of this Agreement or your Utility's rules; or (b) switch to another REP. 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.
- 14. Disconnection of Utility Service. 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 (21 if Chronic or Critical Care) calendar days prior notice. We may re-enroll you upon payment of outstanding balance you owe us. In addition to any charges or fees assessed by your Utility, we will assess a \$25 disconnection 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.
- **14.1 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 evidence of theft of service.
- 15. 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.
- 16. Customer Information. You authorize us to access, use and update information about you (including contact, billing and credit history, and consumption information), and to obtain it from and provide it to your TDSP, credit reporting agencies, and our affiliates, 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 and business partners.
- 17. 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 I litility.
- 18. 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.

- 19. 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.
- **20. 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.
- 21. Chronic Condition Residential Customer. A residential customer who has a person permanently residing in his or her home who has been diagnosed by a physician as having a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the person's medical condition. If the serious medical condition is diagnosed or re-diagnosed by a physician as a life-long condition, the designation is effective in this section for the shorter or one year or until such time as the person with the medical condition no longer resides in the home. Otherwise, the designation or re-designation is effective for 90 days. To apply, your physician must execute and deliver the required forms to your respective TDSP (utility), which will be submitted by us to your Utility. You may request the form(s) by calling 1.866.587.8674, the Public Utility Commission or your TDSP 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.
- 22. 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.
- 23. 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.
- 24. 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 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.
- **25. Notice.** If we are required to give you written notice, we will send it to your billing address or e-mail address. When providing us with written notice, you must send it to our address on the Customer Agreement. You will be required to give proof of delivery. If a change in Governing Law necessitates that we provide a group of our customers with a general notice, we reserve the discretion to do so by posting it on our website at justenergy.com (you agree to visit it periodically to stay informed).
- 26. Governing Law. The laws of the State of Texas govern this Agreement.
- 27. 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.
- 28. Emergency. In an emergency, call your Utility or appropriate emergency personnel.

Just Energy Texas L.P.

Executive Vice President

#### Just Energy, PUCT Certificate No. 10052

24 HOUR SERVICE OUTAGE REPORTING

Please use these numbers for reporting outages or other emergencies.

TXU/ONCOR ENERGY 888.313.4747 800.332.7143 713.207.2222 CENTERPOINT ENERGY within Houston 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: justenergy.com cs@justenergy.com P.O. Box 460008 Houston, Texas, 77056 866.587.8674 MAILING ADDRESS:

TELEPHONE NUMBER: 713.850.6790 within Houston FAX NUMBER: 888.548.7690

Monday - Friday: 8:00 am to 8:00 pm OFFICE HOURS: Saturday: 9:00 am to 6:00 pm

### 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 <a href="https://www.puc.state.tx.us/rules/subrules/electric">www.puc.state.tx.us/rules/subrules/electric</a>.

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

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

You request cancellation within 3 federal business days after you have signed the Application for Service and received your Terms of Service;

You move to another premise and no longer have responsibility for electric service at the premise where service was being provided;

Market conditions change and the agreement allows Just Energy to terminate the agreement without penalty in response to such changes; or

You receive a notice from Just Energy of a material change in the context of this Agreement and you notify Just Energy of your request for cancellation within 14 days of the date the notice is sent to you. Notice will not be issued for material changes that benefit you or changes that are mandated by a regulatory agency.

If you request cancellation for a reason other than those listed above, exit f

acancellation after the cancellation window has ended and on exit fees, please call the Just Energy number above.

2. Billing
Unauthorized Charges or "Cramming": Before new charges appear on your bill, Just Energy must inform you of the product or service, all associated charges, and how these charges will be billed and obtain your consent to purchase the product or service. If you believe your bill includes unauthorized charges, you may contact Just Energy to dispute the charges and file a complaint with the PUCT. Just Energy will not terminate your service or file an unfavorable credit report against you for nonpayment of disputed charges, unless the dispute is resolved against you. If the charges are unauthorized charges, unless the dispute is resolved against you. If the charges are unauthorized, Just Energy will cease charging you for the unauthorized service or product, remove the unauthorized charge from your bill, and refund or credit all money you paid for any unauthorized charge within 45 business days. If charges are not refunded or credited within three billing cycles, interest shall be paid to you on the amount of any unauthorized charge until it is refunded or credited, calculated at an annual rate established by the PUCT. You may request all billing records under Just Energy sometor related to any unauthorized charge is removed from your bill. Just Energy will not re-bill you for any charges determined to be unauthorized.

Payment Arrangement/Plan: If you cannot pay your bill, please call Just Energy immediately. Just Energy offers level/average payment plans to customers who are not currently delinquent in payment. Just Energy may offer you a payment plan any including the last 12 months or received service for less than 3 months and lack of sufficient credit/payment plan in the last 12 months or received service for less than 3 months and lack of sufficient credit/payment plan on your pay and ustraing bill in ability to pay as long as they have not been disconnected in the last 12 months in a l

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

service in effect prior to issuance of the disconnection notice.

Just Energy cannot disconnect your service for any of the following reasons:

1. Failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household;

2. Failure to pay any charge unrelated to electric service;

3. Failure to pay a different type or class of electric service not included on the account's bill when service was initiated;

4. Failure to pay underbilled charges that occurred more than six months in the past (except where related to theft of service);

5. Failure to pay disputed charges until Just Energy or the PUCT determines accuracy of the charges and you have been notified of this determination;

6. Failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event your utility is unable to read the meter due to circumstances beyond its control; or

Failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event your utility is unable to read the meter due to circumstances beyond its control; or
 Failure to pay during an extreme weather emergency, during which deferred payment plans will be made available. Just Energy may not disconnect your service if it receives notification by the disconnection date that an energy assistance provider will make sufficient payment on your account.
 Availability of Provider of Last Resort: If your electric service is terminated, you may obtain services from another REP or the Provider of Last Resort (POLR). The POLR offers a standard retail service package. Information about the POLR and other REPs can be obtained by calling 1.866.PWR.4.TEX or by visiting www.powertochoose.com.
 Disconnection of Service: The PUCT has provided that under certain dangerous circumstances (such as unsafe electric line situations) any REP, including the POLR, may authorize your utility to disconnect your electric service without prior notice to you. Additionally, Just Energy may seek to have your electric service disconnected for any of the reasons listed below:
 Failure to pay a bill owed to Just Energy or to make a deferred payment arrangement by the disconnection date set out in the disconnection notice;
 Failure to pay a deposit required by Just Energy or the POLR; or
 Failure to pay a deposit required by Just Energy or the POLR made with Just Energy or the POLR has a written agreement, signed by the guarantor, which allows for the disconnection of the guarantor's service.
 Frailure to pay a deposit required by Just Energy or the POLR must provide you a disconnection notice. This notice must be mailed to you separately no earlier than the first day after the date your bill is due. The disconnection date must be no earlier than 10 days from the date the notice is issued and may not fall o

For non-payment during an extreme weather emergency and must offer you a deferred payment plan for bills due during the emergency; or
 For non-payment if you inform Just Energy or the POLR, prior to the disconnection date stated on the notice, that a permanent resident on the premises has a critical or chronic need for electric service. However, to obtain this exemption, you must enter into a deferred payment plan with Just Energy or the POLR and have the ill-person's attending physician contact Just Energy or the POLR and submit a written statement attesting to the necessity of electric service to support life or prevent a significant deterioration of condition. This exemption from disconnection due to critical care shall be in effect for 63 days and may be applied for again after the 63 days has expired and the deferred payment plan has been fulfilled.
 Restoration of Service: If your service has been disconnected for non-payment, Just Energy will, upon satisfactory correction of the reasons for the disconnection, notify your utility to reconnect your service. Just Energy will continue to serve you under the terms and conditions of service in effect prior to issuance of the disconnection notice. If your service was disconnected due to a dangerous situation, your service will be reconnected once you notify Just Energy or the POLR that disconnected it that you have corrected and satisfactorily resolved the dangerous situation.

4. Disputes
Complaint Resolution: Please contact Just Energy if you have specific comments, questions or complaints. Upon receipt of a complaint, Just Energy is required to investigate and notify you of the results within 21 days. If you are dissatisfied with the results of our investigation, you may request a supervisory review. Just Energy must advise you of the results of the supervisory review within 10 business days of your request. If you are dissatisfied with the results of the investigation or supervisory review, you may file a complaint with the PUCT at: P.O. Box 13326, Austin, Texas, 78711-3326; telephone 512.936.7120 or in Texas (toll-free) 888.782.8477; fax 512.936.7003; e-mail customer@puc.state.tx.us; website address <a href="https://www.puc.state.tx.us">www.puc.state.tx.us</a>; TTY 512.936.7136; Relay Texas (toll-free) 800.735.2989 or with the Office of the Attorney General, Consumer Protection Division. For a complaint involving a disputed bill, Just Energy may not initiate collection or termination activities or report the delinquency to a credit reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, Just Energy may send a termination notice for non-payment of any undisputed portion of the bill.

5. Other Protections

Do Not Call List: The PUCT will maintain a "Do Not Call List" of customers who do not want to receive telemarketing calls for electric service. Customers day 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.

your consent.

Special Services: If you have a physical disability or require special assistance regarding your electric account, please contact Just Energy to inquire about the process to become qualified for any special services that may be available to you.

#### Just Energy, Certificado PUCT No. 10052

REPORTES DE CORTE DE SERVICIO LAS 24 HORAS

Favor usar estos números para reportar cortes u otras emergencias.

TXU/ONCOR ENERGY 888.313.4747 CENTERPOINT ENERGY dentro de Houston 800.332.7143 713.207.2222 AEP (WTU y CP&L) TEXAS NEW MEXICO POWER 866.223.8508 888.866.7456 INFORMACIÓN DE CONTACTO PARA JUST ENERGY

DIRECCIÓN DE INTERNET: DIRECCIÓN DE CORREO ELECTRÓNICO: justenergy.com

DIRECCIÓN POSTAL:

cs@justenergy.com P.O. Box 460008\_

Houston, Texas, 77056 866.587.8674 NÚMERO DE TELÉFONO: dentro de Houston NÚMERO DE FAX 713.850.6790

888.548.7690 Lunes a Viernes, 8:00 am to 8:00 pm CST HORARIO DE OFICINA: Sabado, 9:00 am to 6:00 pm CST

## Sus Derechos como Cliente

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

1. Cancelación del Servicio

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

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

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

   Usted solicita cancelación dentro de 3 días laborable federales después de haber firmado la Solicitud para el servicio y recibido los Términos de
- Usted se muda a otro predio y deja de ser responsable del servicio de electricidad en el predio en que el servicio estaba siendo prestado; Las condiciones del mercado cambian y el acuerdo le permite a Just Energy dar por terminado el acuerdo sin sanción alguna en respuesta a

dichos cambios: o

Si recibe una notificación de Just Energy sobre un cambio sustancial en el contexto del presente Contrato y usted notifica a Just Energy de su solicitud de cancelación dentro de los 14 días de la fecha en que la notificación le fue enviada. No se expedirá notificación sobre cambios sustanciales que lo beneficien a usted o cambios ordenados por una agencia reguladora.
Si usted solicita la cancelación por un motivo diferente a los enumerados arriba, aplicarán cargos por cancelación anticipada. Para cancelar su servicio durante el período de cancelación, favor usar el formulario de notificación de cancelación o llame al número de Just Energy indicado arriba.
Para obtener detalles sobre cancelación después de finalizada la ventana de cancelación y sobre los derechos de salida, le agradecemos llamar al número de Just Energy indicado arriba. número de Just Energy indicado arriba.

2. Facturación

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

Plan/Acuerdo de pagos: Si Ud. no puede pagar su factura, sírvase llamar de inmediato a Just Energy. Just Energy ofrece planes de pagos parejos o en base a promedios a los clientes no morosos. Just Energy podrá ofrecerle un acuerdo de pagos que le permitirá pagar una factura después de la fecha de vencimiento, pero antes del vencimiento de la próxima factura. Just Energy podrá ofrecerle un plan de pago diferido que le permitirá pagar una factura pendiente en cuotas que podrán extenderse más allá

hubieran sufrido desconexión en los 12 meses anteriores, presentado más de dos pagos insuficientes durante los 12 meses anteriores, o recibido servicio durante menos de 3 meses o carecieran de suficiente historial crediticio o de pago. (d) cuya factura incluya débitos correspondientes a subfacturaciones anteriores. Los planes de pago diferido podrán incluir un cargo de 5% por pago fuera de fecha. Si Ud. incumpliera las condiciones del acuerdo de pagos o plan de pago diferido, Just Energy podrá desconectarle el servicio por falta de pago. Si Ud. acepta un plan de pago diferido o se encontrara moroso al acordar un plan de pagos parejos u otro acuerdo de pagos, Just Energy le aplicará a su cuenta una restricción "switch-hold" (prohibición de cambiar de proveedor). Un "switch-hold" ile prohibirá comprar electricidad de otras compañías hasta pagar el total del saldo diferido. Podremos exigirle un pago inicial no mayor al 50% del importe vencido, siendo el resto pagadero en cuotas iguales durante por lo menos cinco ciclos de facturación. Por detalles sobre planes de pago, le rogamos consultar las Condiciones de Servicio o contactar a Just Energy. Para obtener detalles sobre planes de pago, vea sus Términos de Servicio o póngase en contacto con Just Energy.

Asistencia y Descuentos Financieros y de Energía: Just Energy debe ofrecer asistencia para el pago de las cuentas a los clientes que manifiesten su incapacidad de pago o necesiten asistencia para pagar sus cuentas. Si los fondos son suficientes para que la PUCT administre un programa de asistencia para bajos ingresos, un cliente que reciba estampillas de alimentos, Medicaid, AFDC o SSI del Departamento de Servicios Humanos (DHS por su sigla en inglés) (un(a) "Receptor(a)") puede qualificar para un descuento en le servicio de electricidad a través del Programa LITE-UP Evas. 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 descuen

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

- notificación de desconexión.

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

  1. No pago del servicio de electricidad por un ocupante anterior del predio si dicho ocupante no es parte de la misma unidad familiar;

  2. No pago de cualquier cargo no relacionado con el servicio de electricidad;

  3. No pago de un tipo o clase diferente de servicio de electricidad no incluido en la factura de la cuenta cuando se inició el servicio;

  4. No pago de cargos sub-facturados ocurridos más de seis meses antes (excepto cuando estén relacionados con hurto del servicio);

  5. No pago de cargos debatidos hasta tanto Just Energy o la PUCT determinen la exactitud de los cargos y usted haya sido notificado(a) sobre esta determinación;

  6. No pago de una cuenta estimada a po ser que la cuenta estimada haga parte de un programa pre aprobado de lectura de contadores o en caso.

determinación;

6. No pago de una cuenta estimada a no ser que la cuenta estimada haga parte de un programa pre-aprobado de lectura de contadores o en caso de que su empresa de servicios públicos no pueda leer el contador debido a circunstancias fuera de su control; o

7. No pago durante una emergencia por clima extremo, durante la cual se pondrán a su disposición planes de pago diferido.

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

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

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: a continuación:

- No pago de una cuenta adeudada a Just Energy o no hacer un arreglo de pago diferido antes de la fecha de desconexión indicada en la notificación de desconexión;
- No cumplimiento de los términos de un acuerdo de pago diferido acordado con Just Energy o con el POLR;

No cumplimiento de los términos de un acuerdo de pago diferido acordado con Just Energy o con el POLR;
Uso del servicio de una manera tal que interfiera con el servicio de otros, u operación de equipos no estándar;
No pago de un depósito requerido por Just Energy o por el POLR; o
No pago del monto garantizado por parte del garantizador cuando Just Energy o el POLR cuenten con un acuerdo por escrito, firmado por el garantizador, que permita la desconexión del servicio del garantizador.
Antes de desconectar su servicio, Just Energy o el POLR deben suministrarle una notificación de desconexión. Esta notificación debe serle enviada por correo por separado, no antes del primer día después de la fecha de vencimiento de su cuenta. La fecha de desconexión no debe ser antes de 10 días después de la fecha de expedición de la notificación y no puede caer en un día festivo o de fin de semana o el día anterior, a no ser que haya personal disponible para recibir pagos y que el servicio pueda ser reconectado.
Just Energy o el POLR no pueden buscar que su servicio de electricidad sea desconectado por su empresa de servicios públicos por ninguno de los motivos enumerados bajo la porción de Desconexión del Servicio de este documento. Adicionalmente, Just Energy o el POLR no pueden desconectar su servicio de electricidad:

de los motivos enumerados bajo la porción de Desconexión del Servicio de este documento. Adicionalmente, Just Energy o el POLR no pueden desconectar su servicio de electricidad:

• Por no pago durante una emergencia por clima extremo, y deben ofrecerle un plan de pago diferido para las cuentas cuyo vencimiento caiga durante la emergencia; o

• Por falta de pago si Ud. informa a Just Energy o a su POLR (proveedor de última instancia), previamente a la fecha de desconexión indicada en la notificación, que un residente permanente del lugar tiene necesidad crítica o crónica de servicio eléctrico. Sin embargo, para hacerse acreedor a dicha exoneración, Ud. deberá acogerse a un plan de pago diferido con Just Energy o con su proveedor de última instancia, y hacer que el médico tratante de la persona enferma se ponga en contacto con Just Energy o con el proveedor de última instancia y presente una declaración por escrito certificando la necesidad de servicio eléctrico para el sostén de vida o para evitar un deterioro significativo de la afección. Esta exoneración de desconexión por causa de cuidado crítico tendrá una validez de 63 días y podrá solicitarse nuevamente después del vencimie de dichos 63 días y de haberse cumplido con el plan de pago diferido.

Restablecimiento del Servicio: Si su servicio ha sido desconectado por no pago, una vez corregidos satisfactoriamente los motivos de la desconexión, Just Energy 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

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

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

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

Derechos de Privacidad: A los REP les está prohibido divulgar o vender información confidencial de sus clientes, incluyendo su: nombre; dirección; número de cuenta y ESIID(s); tipo o clasificación del servicio; consumo histórico de electricidad; patrones de consumo esperados; cargos actuales o registros de facturación; y los tipos de instalaciones usadas para prestarle su servicio; y los términos, condiciones y precios individuales de su acuerdo. Esta prohibición no aplica para la divulgación de su información bajo ciertas circunstancias según sea requerida por ley, incluyendo la divulgación de su información al 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