

# DEFAULT VARIABLE PRICE PROGRAM TERMS OF SERVICE

Just Energy Texas L.P. d/b/a Just Energy

P.O. Box 460008, Houston, Texas 77056

[justenergy.com](http://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 ESIIID if applicable. **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 ESIIID 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**JE Auto Pay:** Just Energy's automatic payment system in which customer's payment is automatically withdrawn from an account or charged to a customer's credit card.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 ESIIID(s). You request that we initiate service for each ESIIID 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 ESIIID 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 ESIIID 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 ESIIID 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 ESIIID; (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. Default Variable.** 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 15<sup>th</sup> 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 Utility.

**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](http://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

Electricity Facts Label (EFL)  
**Just Energy Texas L.P. d/b/a Just Energy**  
 PUCT Certificate No. 10052  
**Default Variable Price**  
 (Centerpoint, Oncor, AEP Central, AEP North, TNMP, and Sharyland)  
 Available with JustGreen

	Price Disclosure		Average Price Per kWh Based on Monthly Usage		
	Utility	Energy Charge	500 kWh	1,000 kWh	2,000 kWh
<b>Electricity Price</b>	CenterPoint	12.5¢	14.1¢	13.3¢	12.9¢
	Oncor	11.5¢	12.9¢	12.2¢	11.9¢
	TNMP	11.5¢	13.2¢	12.3¢	11.9¢
	AEP North	11.5¢	13.1¢	12.3¢	11.9¢
	AEP Central	12.5¢	14.1¢	13.3¢	12.9¢
	Sharyland	12.5¢	13.5¢	13.0¢	12.8¢
	<p>This price disclosure is an example based on average usage patterns and average service prices. Your average price for electric service will vary according to your usage and factors described below. This is a Variable Price Product. The example average prices shown above will apply during the first billing cycle only and include the applicable Energy Charge plus a Monthly Fee of \$4.95 per ESID. The price also includes a recurring Advanced Metering Surcharge of \$3.05 in the Centerpoint service area, \$2.21 in the ONCOR service area, \$3.40 in the TNMP service area and \$3.15 in the AEP service areas which is passed through from your TDSP, if applicable. Some areas are subject to a TDSP Underground Facilities and Cost Recovery Charge authorized by its city that is not included in the price above. See your TDSP's tariff for a list of cities and authorized charges. The Energy Charge includes the cost of electricity supply and all TDSP charges for electricity delivery. The price does not include the JustGreen monthly per kWh charge, applicable. The JustGreen Charge is in addition to the Energy Charge and is 0.2¢ per kWh if one JustGreen Unit is chosen, 0.4¢ per kWh if two JustGreen units are chosen, 0.6¢ kWh if three JustGreen units are chosen, 0.8¢ per kWh if four JustGreen units are chosen, 1.0¢ per kWh if five JustGreen units are chosen. The price does not include state and local sales taxes, reimbursement for the state miscellaneous gross receipts tax, or non-recurring charges such as (for illustration purposes only) special meter read/test fees, collection fees, disconnect/reconnect fees, etc., charged by the TDSP or by Just Energy, as applicable.</p> <p><b>This price is the price that will apply during your first billing cycle; this price may change in subsequent months at the sole discretion of Just Energy. Please review the historical price of this product available at <a href="http://justenergy.com/powertochoose.html">justenergy.com/powertochoose.html</a> or by calling 1.866.587.8674.</b></p>				
<b>Other Key Terms and Questions</b>	See Terms of Service (TOS) statement for a full listing of fees, deposit policy and other terms.				
	Type of Product:	Variable Price Product			
<b>Disclosure Chart</b>	Contract Term:	1 month (This is a month-to-month product).			
	Do I have a termination fee or any fees associated with terminating service?	No.			
	Can my price change during the contract period?	Yes.			
	If my price can change, how will it change and by how much?	This price is the price that will apply during your first billing cycle; this price may change in subsequent months at the sole discretion of Just Energy.			
	What other fees may I be charged?	Fees not included in above price: <ul style="list-style-type: none"> <li>• Late Fee: 5% of your late bill's past due amount;</li> <li>• Disconnection Notice Fee: \$5;</li> <li>• Disconnection Fee: \$25;</li> <li>• Agent Assist Fee: \$4.95;</li> <li>• Insufficient Funds Charge: \$25;</li> <li>• Please See TOS for additional information regarding fees charged by TDSP.</li> </ul>			
	Is this a pre-pay or pay-in-advance product?	No.			
	Does the REP purchase excess distributed renewable generation?	No.			
	Renewable Content:	Between 0% and 100%, depending on the number of JustGreen units selected.			
	The statewide average for renewable content is:	11.5%			

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