

# RESIDENTIAL VARIABLE PRICE PRODUCT TERMS OF SERVICE

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

P.O. Box 460008, Houston, Texas 77056

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PUCT Certificate No. 10052

Monday – Friday: 8:00 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). **Customer:** the account holder named on the Application for Service, also referred to as “you” and “your”. **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. **GEO:** our Green Energy Option for electricity (“GEOpower”). **GEOpower Charge:** a charge, expressed in cents per kWh, which depends on the level of GEOpower you select. **Just Energy:** Just Energy Texas L.P., d/b/a Just Energy, also referred to as “we”, “our” and “us”. **Monthly Fee:** a monthly charge assessed to each ESIID served under this agreement. **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, 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 GEOpower 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 GEO 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 GEO, as applicable. You agree to pay the following: (a) the Energy Charge multiplied by your usage; (b) the GEOpower Charge, for the level of GEO you select, multiplied by your usage; (c) the Monthly Fee per ESIID; (d) any Special Service Fees; and (e) 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 fees, charges for disconnection and reconnection and insufficient funds charges.

**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. 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 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.

**12. Billing, Payment.** We will bill you monthly 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.

**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 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 ESID or electricity has not flowed in a reasonable time frame; (iii) a legislative or regulatory change materially alters our ability to profitably perform this Agreement; (iv) you move; or (v) you commit a "Default". You will be given 10 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.

**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 calendar days prior notice. We may re-enroll you upon re-connection. In addition to any charges or fees assessed by your Utility, we will assess a \$25 fee if your service is disconnected.

**15. Level 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.

**16. 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 from and provide it to your TDSP, 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 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 promptly to 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. 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.

**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". To apply, you must execute and deliver to us the required forms, which will be submitted by us to your Utility for determination of your eligibility. You may request the forms by calling 1.866.587.8674. This designation (i) is valid for one year and must be renewed annually; and (ii) does not relieve you of any obligations under this Agreement.

**21. 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.

**22. 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.

**23. 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 GEO at your Energy Charge and GEOpower 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.

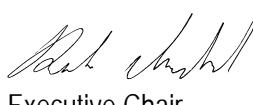
**24. Notice.** If we are required to give you written notice, we will send it to your billing address or e-mail address. When providing us with written notice, you must send it to our address on the Customer Agreement. You will be required to give proof of delivery. If a change in Governing Law necessitates 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).

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

**26. 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.

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

Just Energy by its Executive Chair



Executive Chair