

Fulcrum Retail Energy LLC d/b/a Amigo Energy, REP Certificate No. 10081

24 HOUR SERVICE OUTAGE REPORTING AND LOAD SHED

Please use these numbers for reporting outages or other emergencies.

TXU/ONCOR ENERGY:	888.313.4747
CENTERPOINT ENERGY:	800.332.7143
Within Houston:	713.207.2222
LUBBOCK POWER & LIGHT:	806.775.2509
AEP (WTU AND CP&L):	866.223.8508
TEXAS NEW MEXICO POWER:	888.866.7456

<https://www.amigoenergy.com/TexasOutageLoadShed>

CONTACT INFORMATION FOR AMIGO ENERGY ("Your REP" or "We")

INTERNET ADDRESS:	amigoenergy.com
E-MAIL ADDRESS:	CustomerSupport@amigoenergy.com
MAILING ADDRESS:	P.O. Box 3607, Houston, Texas 77253-3607
TELEPHONE NUMBER:	888.469.2644
FAX NUMBER:	888.548.7690
OFFICE HOURS:	
RESIDENTIAL:	Monday - Friday: 8:00 am to 7:00 pm CST Saturday: 9:00 am to 6:00 pm CST
COMMERCIAL:	Monday - Friday: 8:00 am to 6:00 pm CST

Your Rights as a Customer

PLEASE READ: THIS DOCUMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AS A CUSTOMER

This document summarizes Your Rights as a Customer and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUCT). You may view the PUCT's complete set of electric rules at <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>.

1. Cancelling Service

Unauthorized Change of Service Provider or "Slamming": A REP 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 the REP to provide you with a copy of your authorization and verification. The REP 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, the REP 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, the REP must cancel all unpaid charges. The REP 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 your chosen REP 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 your REP to terminate the agreement without penalty in response to such changes; or
- You receive a notice from your REP of a material change in the context of this Agreement and you notify your REP of your request for cancellation within 14 days of the date the notice is sent to you. Notice will not be issued for material changes that benefit you or changes that are mandated by a regulatory agency.

If you request cancellation for a reason other than those listed above, exit fees will apply. To cancel your service during the cancellation period, please use the notice of cancellation form or call your chosen REP's phone number above. For details on cancellation after the cancellation window has ended and on exit fees, please call your REP's phone number above.

2. Billing

Unauthorized Charges or "Cramming": Before new charges appear on your bill or are deducted from your prepaid account balance, your REP must inform you of the product or service, all associated charges, and how these charges will be billed or charged to your prepaid account balance, and obtain your consent to purchase the product or service. If you believe your bill or prepaid account balance includes unauthorized charges, you may contact your REP to dispute the charges and file a complaint with the PUCT. Your REP 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, Your REP will cease charging you for the unauthorized service or product, remove the unauthorized charge from your bill or prepaid account balance, 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 or Summary of Usage and Payment (prepaid service) under your REP's control related to any unauthorized charge within 15 days after the date the unauthorized charge is removed from your bill or prepaid account. Your REP will not re-bill you for any charges determined to be unauthorized.

Payment Arrangement/Plan: If you are on an electric service product other than prepaid electric service and cannot pay your bill, please call your REP immediately. Your REP will inform you of available resources to help those in need. A REP must offer level payment plans to customers who are not enrolled in prepaid service and not currently delinquent in payment. Your REP may offer you a Payment Arrangement that allows you to pay your bill after your due date, but before your next bill is due. Additionally, your REP may offer you a Deferred Payment Plan, which allows you to pay an outstanding bill in installments that extend beyond the due date of your next bill. Deferred Payment Plans must be offered (unless the customer previously defaulted or is already on a Deferred or Level Payment Plan) during summer months (July – September) and winter months (January – February) or during extreme weather emergencies to the following residential customers: (a) Critical Care/Chronic Condition (b) those expressing an inability to pay as long as they have not been disconnected in the last 12 months, submitted more than 2 insufficient payments during the last 12 months or received service for less than 3 months and lack of sufficient credit/payment history (c) whose bill includes charges from previous under-billings. Your REP may require an initial payment of no more than 50% of the amount past due with the rest payable in equal installments over at least five billing cycles, unless you agree to fewer installments.

For prepaid customers, a Deferred Payment Plan allows you to pay a negative balance over time. A REP must offer a Deferred Payment Plan to prepaid to prepaid electric service customers when the customer's current balance reflects a negative balance of \$50 or more during an extreme weather emergency; who has been underbilled by \$50 or more for reasons other than theft of service; or during a state of disaster declared by the governor in areas covered by the declaration and the PUCT direct that deferred payment plans be offered.

A Deferred Payment Plan may include a 5% charge for late payment. If you do not fulfill the terms of the Payment Arrangement or Deferred Payment Plan, your REP may disconnect your service for nonpayment. For details on payment plans, please see your Terms of Service or contact your REP. Your Rep has partnered with local agencies to distribute funds donated by our other customers, to help those in need. Bill payment assistance may also be available by dialing 211, or by visiting www.211.org. This service is an excellent resource of information about local assistance available and services.

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

Critical Care Residential Customer or Chronic Condition Residential Customer: You have the right to apply for Critical Care Residential Customer or Chronic Condition Residential Customer designation. Upon your request, your REP will provide you with the Application for Chronic Condition or Critical Care Residential Customer Status form. Your local TDU/TDSP will review your application and determine eligibility. Your local TDU/TDSP shall mail a renewal notice before the expiration of your designation. A Critical Care Residential Customer or Chronic Condition Residential Customer designation pursuant to this section does not relieve a customer of the obligation to pay the REP for services provided.

A Critical Care Residential Customer is a residential customer who has a person permanently residing in his or her home who has been diagnosed by a physician as being dependent upon an electric-powered medical device to sustain life. A Chronic Condition Residential Customer is a residential customer who has a person permanently residing in his or her home who has been diagnosed by a physician as having a serious medical condition that requires an electric-powered medical device or electric heating or cooling to prevent the impairment of a major life function through a significant deterioration or exacerbation of the person's medical condition.

Prepaid service customers do not qualify for a Critical Care or Chronic Care designation. If your REP becomes aware or if you indicate that your TDU has designated you as a Critical Care or Chronic Care customer, your REP will work to transition you to non-prepaid service in a manner that avoids a service interruption.

Financial and Energy Assistance and Discounts: Your REP must offer bill payment assistance to residential customers who express an inability to pay or need assistance with bill payment. An electric customer who receives food stamps, Medicaid, Temporary Assistance for Needy Families (TANF) or Supplemental Security Income (SSI) from the Texas Health and Human Services Commission (THHSC), or whose household income is not more than 150% of the federal poverty guidelines may qualify for energy assistance from the Texas Department of Housing and Community Affairs (TDHCA). Some electric assistance agencies may not provide assistance to customers that use prepaid service.

Meter Testing: You have the right to request a meter test once every four years at no cost. Your REP can submit your request to your utility electronically. If you ask to have your meter tested more than once every four years, and the meter is determined to be functioning properly, then you may be charged a fee for the additional test(s) at the rate approved for your utility. Your utility will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter. You have the right to be instructed on how to read your meter.

3. Service, Disconnection and Restoration

Disconnection of Prepaid Service: If you are a prepaid electric service customer, you will receive a low balance warning at least 1 day and not more than 7 days before your prepaid account's Current Balance is estimated to fall below the Disconnection Balance and is subject to disconnection. In addition to failing to maintain a Current Balance above the Disconnection Balance, if you are a prepaid electric service customer, a REP may disconnect your service for failing to comply with the terms of a deferred payment plan.

Disconnection of Service: If you are not a prepaid electric service customer and your payment for electric service is not received by the due date on your bill, your REP 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, your REP will continue to serve you under the terms and conditions of service in effect prior to

issuance of the disconnection notice.

Your REP cannot disconnect your electric 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 your REP 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 (not applicable to prepaid); or
7. Failure to pay during an extreme weather emergency, during which deferred payment plans will be made available.

Amigo 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, your REP may seek to have your electric service disconnected for any of the reasons listed below:

- Failure to pay a bill for electric service owed to your REP or to make a deferred payment arrangement by the disconnection date set out in the disconnection notice;
- Failure to comply with the terms of a deferred payment agreement made with your REP or the POLR;
- Using service in a manner that interferes with the service of others or the operation of nonstandard equipment;
- Failure to pay a deposit required by your REP or the POLR; or
- Failure of the guarantor to pay the amount guaranteed when your REP or the POLR has a written agreement, signed by the guarantor, which allows for the disconnection of the guarantor's service.

Prior to disconnecting your service, your REP 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 on a holiday or weekend or the day preceding unless personnel are available to take payments and service can be reconnected. Your REP or the POLR may not seek to have your electric service disconnected by your utility for any of the reasons listed under the Disconnection of Service portion of this document. Additionally, your REP or the POLR may not disconnect your electric service:

- For non-payment during an extreme weather emergency and must offer you a deferred payment plan for bills due during the emergency; or
- For non-payment if you inform your REP 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 your REP or the POLR and have the ill-person's attending physician contact your REP 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, your REP will, upon satisfactory correction of the reasons for the disconnection, notify your utility to reconnect your service. If you are a prepaid electric service customer, your REP will notify your utility to reconnect your service once your prepaid account balance reflects a balance at or above the connection balance. Your REP 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 your REP or the POLR that disconnected it that you have corrected and satisfactorily resolved the dangerous situation.

4. Disputes

Complaint Resolution: Please contact your REP if you have specific comments, questions or complaints. You may submit a complaint in person, by letter, facsimile, e-mail or telephone to your REP. Upon receipt of a complaint, your REP 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. Your REP 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 www.puc.state.tx.us; 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, your REP 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, your REP may send a termination notice for non-payment of any undisputed portion of the bill.

5. Other Protections

Do Not Call List: The PUCT will maintain a “Do Not Call List” of customers who do not want to receive telemarketing calls for electric service. Customers may sign up for the list for a nominal fee. Please contact the PUCT to be placed on the Do Not Call List. Call toll-free 1-888-309-0600, visit www.texasnocall.com, or mail your request to Texas No Call, 100 Summer Street Suite 800, Boston, MA 02110. You may contact your REP for further details.

Language Availability: You may request to receive information from your REP in Spanish or English. Your REP 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, Prepaid Disclosure Statement (prepaid customers only), Summary of Usage and Payment (prepaid customers only), 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 ESI ID(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 your REP, credit reporting agencies, law enforcement agencies or your utility. Your information will be shared with other REPs or aggregators only with your consent.