

## TERMS OF SERVICE

This document ("Agreement") sets out the Terms of Service for the purchase of electricity between Fulcrum Retail Energy LLC d/b/a Amigo Energy ("Amigo Energy", "we" and "us") and you, the customer ("you", "your" and "Customer"). Customer and Amigo Energy may be referred to individually as a "Party" or collectively as "Parties" herein. Your electricity requirements at the service location or ESI ID designated by you on your Enrollment or Renewal Form will be served under this Agreement.

Amigo Energy is your Retail Electric Provider ("REP"). Amigo Energy sets the charges you pay for retail electric service. The electricity that Amigo Energy sells to you must be transported to your service location over transmission and distribution systems which will continue to be regulated by the Public Utility Commission of Texas ("PUCT") and owned by a Transmission and Distribution Service Provider ("TDSP"). The PUCT reviews and approves the rates that the TDSP can charge to transport and distribute electricity to your service location. These charges are passed on by Amigo Energy to you, the Customer, along with certain charges and fees assessed by the Electric Reliability Council of Texas ("ERCOT").

### Types of Products

We provide electricity under two different product types: fixed rate and variable price. Your EFL specifies the product type and the term that applies to your contract. Please note that only those parts of this "Product Types" section that describe your specific product type will apply to your contract.

**Fixed Rate Products.** Fixed Rate Products have a contract term of at least three months. The price of a fixed rate product (including all recurring charges and ancillary service charges) may only change during a contract term to reflect actual changes in TDSP charges, changes to the ERCOT or Texas Regional Entity, Inc. administrative fees charged to loads, or changes resulting from federal, state or local laws that impose new or modified fees or costs on us that are beyond our control. Price changes resulting from these limited circumstances do not require us to provide you with advance notice, however, each bill issued for your remaining contract term will notify you that a price change has been made. The price may not vary from the disclosed amount to reflect changes in ancillary service charges without approval from the PUC.

**Variable Price Products.** The price of a variable product can change, without notice to you, after your first billing cycle at the sole discretion of Amigo Energy. Variable price products have a contract term of thirty-one (31) days or less and a price that varies according to the method disclosed on your EFL.

### Length of Service

Your service under this Agreement will begin on your next meter reading date according to applicable rules. In the event that your TDSP is unable to perform the switch as scheduled, you will continue to receive electricity service from your current provider and will not receive a bill from Amigo Energy until the actual switch occurs. This date will appear on your first bill. Your initial length of service is indicated on your Enrollment or Renewal Form.

### Renewal

**Subject to Governing Law (see [www.puc.state.tx.us](http://www.puc.state.tx.us)),** Three contract expiration notices will be sent to you before the end of your initial contract term. One or more of these notices may contain available renewal offers. The final notice will include the terms and EFL for the default renewal product. An Early Termination Fee (if applicable) applies if more than 14 days remain in the term. You will automatically revert to the default renewal product on a month-to-month basis if you do not renew your agreement, select another Amigo Energy product, or switch to another REP by the specified date

### Option to Blend-and-Extend

The Customer may request Amigo Energy to structure a new "blend-and-extend" contract that allows the Customer to benefit from the lower market rates in exchange for lengthening its term of contract with Amigo Energy. Following such request, at Amigo Energy's option, Amigo Energy will structure and offer such contract to Customer, who may then choose to accept such contract. In the event that the Customer chooses not to accept the offered contract, Customer will continue to be served under its existing contract with Amigo Energy.

### Right to Rescission

If you are switching to Amigo Energy from a different REP, you may rescind this Agreement without penalty at any time before midnight of the third federal business day after receiving this Agreement. PUCT rules permit Amigo Energy to assume that you will receive this Agreement three (3) federal business days after we mail it to you. You may complete and deliver to us the Notice of Cancellation, call us, or write to us to rescind this Agreement at (888) 469-2644 and P.O. Box 3607, Houston, Texas 77253-3607.

### Right to Cancel

Amigo Energy may cancel your Agreement if you do not pay your bills in full and on time. We may also cancel this Agreement if we are no longer a REP in your areas or for any other lawful reason, including in response to changing market conditions. Amigo Energy will provide you with written notice at least fourteen (14) days prior to cancellation.

Customer may cancel this Agreement without penalty in the event Amigo Energy can no longer provide service. Customer may also cancel this Agreement without penalty by giving notice of a move to a different premise and providing reasonable proof of such move, including but not limited to a forwarding address. In the absence of such proof, Amigo Energy will charge an Early Termination Fee as stated in your EFL. Amounts owed by you to Amigo Energy shall become immediately due and payable.

### Billing & Payment

Following the switch to Amigo Energy from your current provider, you may receive a bill for less than one month's service. After the initial bill, you will receive a new bill from Amigo Energy each month for each ESI ID for which you are receiving service pursuant to this Agreement. Should you switch providers before the end of your billing cycle you will receive a bill for a partial month of service for the last month's service. Additionally, Amigo Energy will bill you on behalf of your TDSP for the services the TDSP provides. All bills are due and payable 16 days from the date on the bill for service to all ESI IDs.

If actual charges are not available to Amigo Energy at the time of preparation of your invoice, Amigo Energy reserves the right to bill you on good faith estimates of charges for the month. If estimated charges are included on your invoice, they shall be identified as such and shall be reconciled against actual charges once Amigo Energy has received such actual charges.

**Demand Charge:** For non-residential customers (if applicable), a charge billed by the Utility, based on the rate at which electric energy is delivered to or by a system at a given instant during the billing cycle. For advanced metering systems, demand is the highest recorded usage of electricity in 15-minute intervals per kW or kVA, also known as peak demand. Your TDU or TDSP Pass-Through Charges includes the applicable Demand Charge.

### Breach

You will be in breach if you (a) violate a term of this Agreement or your utility's rules; or (b) switch to another REP during the term. By enrolling with Amigo 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.

**JustGreen Product**

Renewable energy certificates or attributes (a) equivalent up to 100% of your electricity usage for residential customers, or (b) 20% per unit (up to five units) for non-residential customers. If JustGreen is an option on your plan, then you may (a) request to discontinue the use of JustGreen at any time for residential customers, or (b) change the number of units purchased for non-residential customers, so long as you are not in breach of this Agreement. If the commodity plan automatically includes JustGreen, then JustGreen cannot be discontinued without switching plans. JustGreen may be suspended or discontinued by us at any time, in which case you would then stop paying for it, but the rest of this agreement will remain in effect.

**Additional Charges & Fees**

Amigo Energy will charge a one-time late payment penalty of 5% for each delinquent month's charges that remain unpaid after the bill due date. Additionally, Amigo Energy will charge 1) a \$25 fee for any returned check, electronic fund transfer or credit card transaction not processed due to insufficient funds or credit availability, 2) a \$22 disconnection notice fee for issuance of an electric service disconnection notice (this fee will be assessed regardless of whether your electric service is actually disconnected), 3) a \$20 reconnection fee in the event that Amigo Energy processes a reconnection transaction on your account. Such fees are in addition to any disconnect/reconnect fees that may be assessed by your TDSP. and 4) For plan specific fees please refer to that plan's EFL.

Acceptance by us of any partial payment from you will not relieve you of your obligation to pay the full amount owed. You will be responsible for any non-recurring fees assessed by the TDSP and/or Amigo Energy associated with requests for move-in or switch, self-selected switches, disconnection and reconnection fees, previous billing errors, meter tampering or meter read errors, or other errors or omissions.

**Note** – Amigo Energy reserves the right to refuse credit card and/or debit card or bank account payment methods if there are two or more returned, cancelled, and/or reversed payments by your financial institution(s) in a rolling 12-month period. If two or more instances have occurred within the past 12 months, cash, cashier's check or money order are required.

**Cancellation Fee Reimbursement**

If applicable and as disclosed during your residential customer enrollment, we will reimburse up to \$150 of your cancellation fee that your previous electric provider charges you. Once approved, the reimbursement will be applied to your electricity account with Amigo Energy. Please note that if you switch away from Amigo Energy within 12 months of the Start Date of your Agreement, the cancellation fee must be repaid to Amigo Energy, and will be included on your final bill. Please send a copy of the previous electric provider's bill in one of the following ways

Email – [customersupport@amigoenergy.com](mailto:customersupport@amigoenergy.com) Mail – C/O Cancellation Fee Reimbursement Program, 5251 Westheimer Road, Suite 1000, Houston, TX 77056 Fax – 888.548.7690

**Payment & Discount Programs**

You may contact us if you anticipate having trouble paying a bill.

You may be eligible for a payment arrangement or deferred payment plan.. A payment plan allows you to pay your bill after the due date, but before the next bill is due. A deferred payment plan is an arrangement between the REP and a Customer that permits the Customer to pay an outstanding bill in installments that extend beyond the due date of the next bill. Amigo Energy will confirm all deferred payment plans in writing.

Amigo Energy offers a Level Billing Plan to give you the convenience of having a predictable monthly bill amount. To qualify for the Level Billing Plan, (i) a Customer must not be currently delinquent. Delinquent Customers should contact Amigo Energy to determine if they qualify for the average billing plan. The average energy charge is calculated by using up to your last twelve (12) months' kWh usage multiplied by your current price per kWh, divided by twelve (12) months. This amount is added to your estimated monthly TDSP charges, your base monthly charge, and any applicable regulatory charges, assessments and taxes. Additionally, you remain responsible for any non-recurring charges from your TDSP. Periodically, but not less than once each year, Amigo Energy will review your account and calculate a new average bill amount accordingly; any overpayment will be credited to your account or refunded to you, and any underpayment will be collected from you in equal installments over the next reconciliation period. You may opt-out of the Level Billing Plan at any time by paying your full balance due and providing written notice of your desire to be removed from the Level Billing Plan to Amigo Energy. The Level Billing Plan does not affect your obligation to pay for all actual usage and other associated charges, taxes and fees. Failure to pay your monthly bill on or before the stated due date may result in Amigo Energy proceeding with normal collection activities including the assessment of late fees, disconnection for non-pay, etc.

We have partnered with local agencies to distribute funds donated by our other customers, to help those in need. Amigo Energy offers each Customer the opportunity to voluntarily contribute to a bill payment assistance program for qualified residential Customers. You may find more information about Amigo Energy's bill payment assistance program on your billing statement.

Bill payment assistance may also be available by dialing 211, or [www.211.org](http://www.211.org). This service is an excellent resource of information about local assistance available and services.

Additional information regarding any of the aforementioned programs may be obtained by contacting an Amigo Energy customer service representative at (888) 469-2644.

**Default & Disconnection of Service for Nonpayment**

If you fail to remit payment as specified above in Billing and Payment, excluding any charges that are not for electric service, Amigo Energy may order the TDSP to disconnect electric service to the premise(s) served under this Agreement. You will be liable to Amigo Energy for all billed amounts and any charges associated with disconnection of service for nonpayment and reconnection. We reserve the right to pursue all legal remedies available to us to collect any amounts lawfully owed. In the event you fail to pay your bill in accordance with this Agreement, you agree to pay reasonable collection costs and expenses (including attorney's fees and third party collection fees) we incur as a result of our attempt to collect any amounts you owe. In the event that you have more than one agreement with Amigo Energy for service to ESI IDs not receiving service under this Agreement, any failure to pay under another agreement with Amigo Energy will constitute a default under this Agreement and shall give Amigo Energy the right to terminate this Agreement and seek any other remedy available to Amigo Energy at law or in equity.

**Credit Eligibility & Deposits**

You authorize us to request, access, use, hold, transfer and update personal information about you (including contact, billing, credit history, and consumption information) and to obtain it from and provide it to your utility, our affiliates, business partners and service providers that may be in Canada or the USA, and to communicate with you about other products and services offered by us and our affiliates. By applying for service, you agree that Amigo Energy may check your personal credit. Failure to demonstrate satisfactory credit, will allow Amigo Energy to require a deposit prior to receiving service. You will not be required to pay an initial deposit, if you are at least 65 years of age and you do not have a current delinquent balance with your current REP, or if you have been a victim of family violence and can provide a certification letter pursuant to PUCT Substantive Rule §25.478(a)(3)(D) <http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/25.478/25.478.pdf> Customers who provide sufficient information to demonstrate that they qualify for the low-income rate reduction program may pay a required deposit that exceeds \$50.00 in two equal installments. A deposit is not required if the customer or applicant is a governmental entity.

Additionally, you may be required to pay a deposit once service has begun if you have paid late twice or been disconnected during the previous twelve (12) months. The total amount of all deposits required shall not exceed an amount equivalent to the greater of one-fifth of the estimated annual billing for electric service or the sum of the estimated billings for electric service for the next two (2) months. The estimated billing for initial deposits is based on a reasonable estimate of the average usage for the applicable customer class. The deposit shall earn and be paid interest as per PUCT guidelines at the stated PUCT rate. We will refund your deposit by a bill credit upon termination of service or when you have (a) paid bills for service for 12 consecutive months with no late payments for residential customers, or (b) paid bills for service for 24 consecutive months with no late payments for non-residential customers.

### **Changes in Laws or Regulations**

In the event that there is a Change in Law (as defined below), Amigo Energy reserves the right to modify this Terms of Service. Amigo Energy will provide you with fourteen (14) calendar days' advance written notice of any modification, either in your bill or in a separate mailing. The modifications will become effective on the date stated in the notice unless you cancel your Agreement in writing. You may cancel your Agreement without penalty no later than the effective date of the modification. Notice is not required for a modification that benefits you. Change in Law means any change in federal, state or local law or any legislative or regulatory action that imposes new or modified fees or costs on Amigo Energy that are beyond Amigo Energy's control.

### **Dispute Procedures**

We request that you give us the opportunity to resolve any issue. If we are unable to resolve the issue, you have the ability to present an informal complaint to the Public Utility Commission of Texas. If you have an unresolved dispute or claim between you and us, including our subsidiaries, affiliates, and/or any of their respective members, officers, directors and employees, you agree that you have the choice of bringing your claim individually to small claims court or to pursue binding arbitration. You waive any right to bring or to participate in a class action against us. If you choose arbitration, any dispute will be handled under this agreement under the Federal Arbitration Act. Any such arbitration will be administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to its rules, including, without limitation, the AAA's Consumer-Arbitration Rules, available at <https://www.adr.org/consumer>. The arbitrator will apply and be bound by this Agreement, apply applicable laws and the facts, and issue a reasoned award, if appropriate. See "Your Rights as a Customer" for further information on customer disputes. Any communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the attention of the "Legal Department" at Fulcrum Retail Energy LLC d/b/a Amigo Energy P.O. Box 3607, Houston, Texas 77253-3607. Any dispute with respect to a bill is deemed to be waived unless Amigo Energy is notified in writing within sixty (60) days of the bill date.

### **Discrimination**

Amigo Energy cannot deny service or require a prepayment or deposit for service based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of customer in a economically-distressed geographic area or qualification for low-income or energy efficiency services. Further, Amigo Energy cannot use a credit score, credit history, or utility payment data as the basis for determining the price for residential electric service for a product with a term of 12 months or less.

### **Customer Warranties**

Customer warrants and represents that: (i) Customer is the owner or lessee of record for all ESI ID locations to be served hereunder and Customer has the authority to enter into this Agreement for service to each of these ESI IDs; (ii) any and all of the data given, and representations made, concerning electric service to its ESI IDs are true and correct to the best of Customer's knowledge; and (iii) Customer shall consume and not resell any power purchased hereunder with the exception of power consumed by Customer's tenants or lessees.

### **WARRANTY**

CUSTOMER ACKNOWLEDGES AND AGREES THAT AMIGO ENERGY DOES NOT PRODUCE, TRANSMIT OR DISTRIBUTE POWER AND, AS A RESULT, AMIGO ENERGY CANNOT WARRANT, AND DOES NOT WARRANT IN ANY MANNER, THE ELECTRICITY PROVIDED. NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, SHALL APPLY TO AMIGO ENERGY'S PERFORMANCE OF ITS OBLIGATIONS IN THIS AGREEMENT AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND CUSTOMER HEREBY WAIVES ALL SUCH WARRANTIES. AMIGO ENERGY MAKES NO REPRESENTATION AS TO THE SUFFICIENCY, QUALITY OR CONTINUATION OF THE SERVICES PROVIDED HEREIN.

### **LIMITATION OF REMEDIES, LIABILITY AND DAMAGES**

THE REMEDY IN ANY CLAIM OR SUIT BY YOU AGAINST AMIGO ENERGY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU WAIVE ANY RIGHT TO ANY OTHER REMEDY. IN NO EVENT WILL EITHER AMIGO ENERGY OR YOU BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES.

### **Force Majeure Event**

If an event occurs which makes it impossible for Amigo Energy to perform under this Agreement (a "Force Majeure Event"), including but not limited to (i) a failure of any wholesale supplier and/or TDSP to perform any contract with Amigo Energy, (ii) force majeure or similar event as declared by our wholesale supplier(s) and/or the TDSP(s), (iii) act of God, (iv) extraordinary weather occurrence, (v) fire or explosion, (vi) any governmental action, prohibition or regulation, or (vii) war, civil disturbance or other national emergency, our performance under this Agreement shall be excused for the duration of such event. Amigo Energy shall promptly notify Customer of the Force Majeure Event, any resulting contingency, and the contemplated effect thereof on the provision of service. Upon elimination or cessation of the Force Majeure Event and any contingency, the obligations herein of Amigo Energy to provide service to Customer shall be reinstated. Amigo Energy reserves the right to terminate this Agreement should the event or the need for contingency not be eliminated within forty-five (45) days after the occurrence.

### **Assignment**

You may not assign or transfer this Agreement, in whole or in part, or any of your rights or obligations hereunder without the prior written consent of Amigo Energy, which shall not be unreasonably withheld. Amigo Energy may assign this Agreement, in whole or in part, without your consent.

### **Miscellaneous**

This Agreement shall be governed by and construed, enforced, and performed in accordance with the laws of the State of Texas and shall supersede any previous promises, understandings and agreements. The provisions of the Uniform Commercial Code ("UCC") shall apply to this Agreement and electricity shall be a "good" for purposes of the UCC. <http://www.statutes.legis.state.tx.us/Docs/BC/htm/BC.2.htm>. If any provision of this Agreement is deemed invalid, illegal or otherwise unenforceable, Customer and Amigo Energy agree that it shall be modified to the minimum extent necessary to render it valid, legal and enforceable. If such provision cannot be modified in a manner that would make it valid, legal and enforceable, such provisions shall be severed from the Agreement, and all other provisions hereof shall remain in full force and effect. In the event there is a conflict between the Your Rights as a Customer document and these Terms of Service, these Terms of Service shall prevail.

**Entirety of Agreement**

It is the intention of the Parties that the Agreement shall contain all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the electricity, and supersedes, any and all prior such agreements between the Parties hereto, whether written or oral, as to the provision of electric service to any of Customer's ESI IDs. Both Parties have agreed to the wording of the Agreement and any ambiguities therein shall not be interpreted to the detriment of either Party merely by the fact that such Party is the author of the Agreement. The Agreement may not be modified or amended except in writing, duly executed by both Amigo Energy and Customer.

**Commercial Customer Protections Waiver**

If you are a non-residential customer whose annual peak demand is equal to or exceeds 50 kW or 50 kVa during any 12-month period or a non-residential customer whose load is part of an aggregation in excess of 50 kilowatts during the same 12-month period, to the extent allowed by law, you acknowledge and agree that the customer protection rights prescribed in your contract and PUC Substantive Rules §25.471, et seq. do not apply. You may review the applicable rules at <https://www.puc.texas.gov/agency/ruleslaws/subrules/electric/Electric.aspx>

**Contact Information**

Fulcrum Retail Energy LLC d/b/a Amigo Energy, Certificate No. 10081, is a licensed retail electric provider. Any questions or inquiries regarding this Agreement may be directed to a Amigo Energy customer service representative at [CustomerSupport@AmigoEnergy.com](mailto:CustomerSupport@AmigoEnergy.com), (888) 469-2644. We are available Monday-Friday 8:00 AM-7:00 PM CT, Saturday 9:00 AM- 6:00 PM CT (for Residential), and Monday – Friday: 8:00am to 6:00pm CT (Commercial). Our internet address is [www.AmigoEnergy.com](http://www.AmigoEnergy.com). Our fax number is 832-201-0541. Our mailing address is: Fulcrum Retail Energy LLC d/b/a Amigo Energy P.O. Box 3607, Houston, Texas 77253-3607.

In case of an emergency or to report an outage, please contact your electric utility (Transmission and Distribution Service Provider - TDSP) directly. CenterPoint: 1-800-332-7143; Oncor: 1-888-313-4747; Texas New Mexico Power: 1-888-866-7456; AEP Central: 1-866-223-8508; AEP North: 1-866-223-8508

## 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
<b>Within Houston:</b>	713.207.2222
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:	866.469.2644
FAX NUMBER:	832.201.0541
OFFICE HOURS:	Monday - Friday: 8:00 am to 7:00 pm CST
RESIDENTIAL:	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, your REP 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 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, 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 your REP's control related to any unauthorized charge within 15 days after the date the unauthorized charge is removed from your bill. Your REP will not re-bill you for any charges determined to be unauthorized.

**Payment Arrangement/Plan:** If you 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 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. 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](http://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 will review your application and determine eligibility. Your local TDU 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.

**Financial and Energy Assistance and Discounts:** Your REP must offer bill payment assistance to 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).

**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 Service:** If 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 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; or
7. Failure to pay during an extreme weather emergency, during which deferred payment plans will be made available.

Your REP 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](http://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. 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](mailto:customer@puc.state.tx.us); website address [www.puc.state.tx.us](http://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](http://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, 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 ESID(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.

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

### INFORMES DE INTERRUPCIONES DE SERVICIO LAS 24 HORAS Y DISTRIBUCIÓN DE CARGA

Utilice estos números para informar sobre otras emergencias.

TXU/ONCOR ENERGY:	888.313.4747
CENTERPOINT ENERGY:	800.332.7143
<b>dentro Houston:</b>	713.207.2222
AEP (WTU AND CP&L):	866.223.8508
TEXAS NEW MEXICO POWER:	888.866.7456

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

### INFORMACIÓN DE CONTACTO PARA AMIGO ENERGY ("Su REP" o "Nosotros")

INTERNET ADDRESS:	amigoenergy.com
E-MAIL ADDRESS:	CustomerSupport@amigoenergy.com
DIRECCIÓN POSTAL:	P.O. Box 3607, Houston, Texas 77253-3607
TELÉFONO:	866.469.2644
FAX:	832.201.0541
HORARIO DE OFICINA:	Lunes - Viernes: 8:00 am to 7:00 pm CST
RESIDENCIAL:	Sábado: 9:00 am to 6:00 pm CST
COMERCIAL:	Lunes - Viernes: 8:00 am to 6:00 pm CST

## Sus Derechos Como Cliente

### POR FAVOR LEA: ESTE DOCUMENTO CONTIENE INFORMACIÓN IMPORTANTE SOBRE SUS DERECHOS COMO CLIENTE.

Este documento resume sus derechos como cliente y se basa en las normas de protección al cliente adoptadas por la Comisión de Servicios Públicos de Texas (PUCT). Puede ver el conjunto completo de reglas de la PUCT en <http://www.puc.state.tx.us/agency/ruleslaws/subrules/electric/Electric.aspx>.

#### 1. Servicio de Cancelación

**Cambio de Proveedor de Servicio no Autorizado o "Slamming":** El REP debe obtener su autorización verificable antes de cambiar su servicio de electricidad. Si cree que su servicio ha sido cambiado sin su autorización, debe solicitar al REP que le proporcione una copia de su autorización y verificación. El REP debe enviarle esto dentro de los 5 días hábiles posteriores a su solicitud. También puede presentar una queja ante la PUCT. Al recibir una queja presentada ante la PUCT, el REP debe tomar todas las medidas que estén a su alcance para facilitar su pronto regreso a su REP original y cesar cualquier actividad de cobranza relacionada con el cambio hasta que la PUCT haya resuelto la queja. Si la PUCT determina que su servicio eléctrico fue cambiado sin autorización, el REP debe cancelar todos los cargos impagos. El REP debe pagar todos los cargos asociados con su regreso a su REP original dentro de los 5 días hábiles posteriores a su solicitud, y reembolsarle cualquier monto pagado en exceso de los cargos que le habría impuesto su REP original dentro de los 30 días posteriores a su solicitud.

**Cancelación del Servicio:** Puede cancelar su acuerdo con el REP elegido sin penalización ni cargo si:

- Usted solicita la cancelación dentro de los 3 días hábiles federales después de haber firmado la Solicitud de servicio y recibido sus Términos de Servicio;
- Se muda a otro local y ya no tiene la responsabilidad del servicio eléctrico en el local donde se prestaba el servicio;
- Las condiciones del mercado cambian y el acuerdo permite que su REP rescinda el acuerdo sin penalización en respuesta a dichos cambios; o
- Recibe un aviso de su REP de un cambio sustancial en el contexto de este Acuerdo y notifica a su REP de su solicitud de cancelación dentro de los 14 días posteriores a la fecha en que se le envía el aviso. No se emitirá un aviso para cambios materiales que lo beneficien o cambios que sean exigidos por una agencia reguladora.

Si solicita la cancelación por un motivo distinto de los enumerados anteriormente, se aplicarán tarifas de salida. Para cancelar su servicio durante el período de cancelación, utilice el formulario de notificación de cancelación o llame al número de teléfono de su REP elegido arriba. Para obtener detalles sobre la cancelación después de que haya finalizado la ventana de cancelación y sobre las tarifas de salida, llame al número de teléfono de su REP que se encuentra arriba.

#### 2. Facturación

**Cargos no autorizados o "Cramming":** antes de que aparezcan nuevos cargos en su factura, su REP debe informarle sobre el producto o servicio, todos los cargos asociados y cómo se facturarán estos cargos y debe obtener su consentimiento para comprar el producto o servicio. Si cree que su factura incluye cargos no autorizados, puede comunicarse con su REP para disputar los cargos y presentar una queja ante la PUCT. Su REP no cancelará su servicio ni presentará un informe de crédito desfavorable en su contra por falta de pago de los cargos en disputa, a menos que la disputa se resuelva en su contra. Si los cargos no están autorizados, su REP dejará de cobrarle por el servicio o producto no autorizado, eliminará el cargo no autorizado de su factura y le reembolsará o acreditará todo el dinero que pagó por cualquier cargo no autorizado dentro de los 45 días hábiles. Si los cargos no se reembolsan o acreditan dentro de los tres ciclos de facturación, se le pagarán intereses sobre el monto de cualquier cargo no autorizado hasta que se reembolse o acredite, calculados a una tasa anual establecida por la PUCT. Puede solicitar todos los registros de facturación bajo el control de su REP relacionados con cualquier cargo no autorizado dentro de los 15 días posteriores a la fecha en que se eliminó el cargo no autorizado de su factura. Su REP no le volverá a facturar ningún cargo que se determine no autorizado.

**Acuerdo/Plan de Pago:** si no puede pagar su factura, llame a su REP de inmediato. Su REP le informará sobre los recursos disponibles para ayudar a personas con necesidad. El REP debe ofrecer planes de pago nivelado a los clientes que actualmente no están en mora en el pago. Su REP puede ofrecerle un Acuerdo de Pago que le permita pagar su factura después de la fecha de vencimiento, pero antes de que venza su próxima factura. Además, su REP puede ofrecerle un Plan de Pago Diferido, que le permite pagar una factura pendiente en cuotas que se extiendan más allá de la fecha de vencimiento de su próxima factura. Se deben ofrecer planes de pago diferido (a menos que el cliente haya incumplido previamente o ya esté en un plan de pago diferido o nivelado) durante los meses de verano (julio a septiembre) y los meses de invierno (enero a febrero) o durante emergencias climáticas extremas a los siguientes clientes residenciales: (a) con Cuidado Crítico/Condición Crónica (b) aquellos que expresan una incapacidad de pago siempre que no hayan sido desconectados en los últimos 12 meses, presentado más de 2 pagos insuficientes durante los últimos 12 meses o recibido servicio por menos de 3 meses y falta de suficiente historial de crédito/pago (c) cuya factura incluye cargos de subfacturaciones anteriores. Su REP puede requerir un pago inicial de no más del 50% del monto vencido y el resto pagadero en cuotas iguales durante al menos cinco ciclos de facturación, a menos que acepte menos cuotas. Un Plan de Pago Diferido puede incluir un cargo del 5% por pago atrasado. Si no cumple con los términos del Acuerdo de pago o del Plan de Pago Diferido, su REP puede desconectar su servicio por falta de pago. Para obtener detalles sobre los planes de pago, consulte sus Términos de Servicio o comuníquese con su REP. Su representante se ha asociado con agencias locales para distribuir fondos donados por nuestros clientes, para ayudar a necesitados. La asistencia para el pago de facturas también puede estar disponible llamando al 211 o visitando [www.211.org](http://www.211.org). Este servicio es un excelente recurso de información sobre la asistencia local disponible y los servicios.

**Servicios Especiales:** si tiene una discapacidad física o necesita asistencia especial con respecto a su cuenta de electricidad, comuníquese con su REP para consultar sobre el proceso para calificar para cualquier servicio especial que pueda estar disponible para usted.



**Cliente residencial de cuidados críticos o Cliente residencial de condiciones crónicas:** Tiene derecho a solicitar la designación de Cliente residencial de cuidados críticos o Cliente residencial de condiciones crónicas. Si lo solicita, su REP le proporcionará el formulario de Solicitud de condición de cliente residencial de atención crítica o condición crónica. Su TDU local revisará su solicitud y determinará la elegibilidad. Su TDU local enviará por correo un aviso de renovación antes de que expire su designación. Una designación de Cliente Residencial de Cuidado Crítico o Cliente Residencial de Condición Crónica de conformidad con esta sección no exime al cliente de la obligación de pagar al REP por los servicios prestados.

Un cliente residencial de cuidados intensivos es un cliente residencial que tiene una persona que reside permanentemente en su hogar y que ha sido diagnosticada por un médico como dependiente de un dispositivo médico eléctrico para mantener la vida. Un cliente residencial con afección crónica es un cliente residencial que tiene una persona que reside permanentemente en su hogar a quien un médico le ha diagnosticado una afección médica grave que requiere un dispositivo médico eléctrico o calefacción o refrigeración eléctrica para evitar el deterioro de una función importante de la vida a través de un deterioro significativo o exacerbación de la condición médica de la persona.

**Descuentos y Asistencia Financiera y de Energía:** su REP debe ofrecer asistencia con el pago de facturas a los clientes que expresen su incapacidad para pagar o que necesiten asistencia con el pago de facturas. Un cliente de electricidad que recibe cupones de alimentos, Medicaid, Asistencia Temporal para Familias Necesitadas (TANF) o Seguridad de Ingreso Suplementario (SSI) de la Comisión de Salud y Servicios Humanos de Texas (THHSC), o cuyo ingreso familiar no supera el 150% de las pautas de pobreza federales, pueden calificar para asistencia energética del Departamento de Vivienda y Asuntos Comunitarios de Texas (TDHCA). Prueba de medidor: Tiene derecho a solicitar una prueba de medidor una vez cada cuatro años sin costo alguno. Su REP puede enviar su solicitud a su empresa de servicios públicos electrónicamente. Si solicita que se pruebe su medidor más de una vez cada cuatro años, y se determina que el medidor funciona correctamente, es posible que se le cobre una tarifa por las pruebas adicionales a la tarifa aprobada para su empresa de servicios públicos. Su empresa de servicios públicos le informará sobre los resultados de la prueba, incluida la fecha de la prueba, la persona que realizó la prueba y, si corresponde, la fecha de retiro del medidor. Tiene derecho a recibir instrucciones sobre cómo leer su medidor.

### 3. Servicio, Desconexión y Restauración

**Desconexión del Servicio:** si su pago por el servicio eléctrico no se recibe antes de la fecha de vencimiento que figura en su factura, su REP le enviará por correo un aviso de desconexión por separado. El aviso de desconexión explicará que su servicio puede ser desconectado. La fecha de desconexión no será inferior a 10 (21 días para cuidados críticos y crónicos) a partir de la fecha de emisión del aviso y no podrá ser un día feriado o fin de semana. Si, antes de la fecha de desconexión, se recibe el pago o se hacen arreglos de pago satisfactorios, su REP continuará sirviéndole bajo los términos y condiciones de servicio vigentes antes de la emisión del aviso de desconexión. Su REP no puede desconectar su servicio por ninguna de las siguientes razones:

1. La falta de pago del servicio eléctrico por parte de un ocupante anterior del inmueble si ese ocupante no es del mismo hogar;
2. Falta de pago de cualquier cargo no relacionado con el servicio eléctrico;
3. Falta de pago de un tipo o clase diferente de servicio eléctrico no incluido en la factura de la cuenta cuando se inició el servicio;
4. Falta de pago de cargos subfacturados que ocurrieron hace más de seis meses (excepto cuando estén relacionados con el robo del servicio);
5. Falta de pago de los cargos en disputa hasta que su REP o la PUCT determinen la exactitud de los cargos y usted haya sido notificado de esta determinación;
6. Falta de pago de una factura estimada a menos que la factura estimada sea parte de un programa de lectura de medidor pre-aprobado o en el caso de que su empresa de servicios públicos no pueda leer el medidor debido a circunstancias fuera de su control; o
7. Falta de pago durante una emergencia climática extrema, durante la cual se pondrán a disposición planes de pago diferido.

Es posible que su REP no desconecte su servicio si recibe una notificación antes de la fecha de desconexión de que un proveedor de asistencia de energía realizará un pago suficiente en su cuenta.

**Disponibilidad del Proveedor de Último Recurso:** Si se cancela su servicio eléctrico, puede obtener servicios de otro REP o de un Proveedor de Último Recurso (POLR). El POLR ofrece un paquete de servicio minorista estándar. Puede obtener información sobre POLR y otros REP llamando al 1.866.PWR.4.TEX o visitando [www.powertochoose.com](http://www.powertochoose.com).

**Desconexión del Servicio:** La PUCT ha dispuesto que bajo ciertas circunstancias peligrosas (como situaciones de líneas eléctricas inseguras) cualquier REP, incluido el POLR, puede autorizar a su empresa de servicios públicos a desconectar su servicio eléctrico sin previo aviso. Además, su REP puede solicitar que se desconecte su servicio eléctrico por cualquiera de los motivos enumerados a continuación:

- No pagar una factura por el servicio eléctrico adeudado a su REP o no hacer un arreglo de pago diferido antes de la fecha de desconexión establecida en el aviso de desconexión;
- Incumplimiento de los términos de un acuerdo de pago diferido realizado con su REP o el POLR;
- Usar el servicio de una manera que interfiera con el servicio de otros o la operación de equipos no estándar;
- Falta de pago de un depósito requerido por su REP o el POLR; o
- Incumplimiento del garante en el pago del monto garantizado cuando su REP o el POLR tiene un acuerdo escrito, firmado por el garante, que permite la desconexión del servicio del garante.

Antes de desconectar su servicio, su REP o el POLR deben proporcionarle un aviso de desconexión. Este aviso debe enviarse por correo por separado no antes del primer día después de la fecha de vencimiento de su factura. La fecha de desconexión no debe ser anterior a 10 días a partir de la fecha de emisión del aviso y no puede caer en un feriado o fin de semana o el día anterior, a menos que haya personal disponible para recibir pagos y el servicio pueda reconectarse. Su REP o el POLR no pueden solicitar que su empresa de servicios públicos desconecte su servicio eléctrico por ninguna de las razones enumeradas en la sección Desconexión del Servicio de este documento. Además, su REP o el POLR no pueden desconectar su servicio eléctrico:

- Por falta de pago durante una emergencia climática extrema y debe ofrecerle un plan de pago diferido para las facturas adeudadas durante la emergencia; o
- Por falta de pago si informa a su REP o al POLR, antes de la fecha de desconexión indicada en el aviso, que un residente permanente en las instalaciones tiene una necesidad crítica o crónica de servicio eléctrico. Sin embargo, para obtener esta exención, debe entrar en un plan de pago diferido con su REP o el POLR y hacer que el médico tratante de la persona enferma se comunique con su REP o el POLR y presente una declaración por escrito que certifique la necesidad del servicio eléctrico para sustentar la vida, o prevenir un deterioro significativo de la condición. Esta exención de desconexión por cuidados críticos tendrá una vigencia de 63 días y podrá solicitarse nuevamente una vez transcurridos los 63 días y cumplido el plan de pago diferido.

**Restablecimiento del Servicio:** si su servicio ha sido desconectado por falta de pago, su REP, luego de corregir satisfactoriamente los motivos de la desconexión, notificará a su empresa de servicios públicos para que vuelva a conectar su servicio. Su REP continuará sirviéndole bajo los términos y condiciones de servicio vigentes antes de la emisión del aviso de desconexión. Si su servicio fue desconectado debido a una situación peligrosa, su servicio será reconectado una vez que notifique a su REP o al POLR que lo desconectó que ha corregido y resuelto satisfactoriamente la situación peligrosa.

#### **4. Disputas**

**Resolución de Quejas:** comuníquese con su REP si tiene comentarios, preguntas o quejas específicas. Puede presentar una queja en persona, por carta, fax, correo electrónico o teléfono a su REP. Al recibir una queja, su REP debe investigar y notificarle los resultados dentro de los 21 días. Si no está satisfecho con los resultados de nuestra investigación, puede solicitar una revisión de supervisión. Su REP debe informarle los resultados de la revisión supervisada dentro de los 10 días hábiles posteriores a su solicitud. Si no está satisfecho con los resultados de la investigación o revisión, puede presentar una queja ante la PUCT en: P.O. Box 13326, Austin, Texas, 78711-3326; Teléfono 512.936.7120 o en Texas (llamada gratuita) 888.782.8477; fax 512.936.7003; envíe un correo electrónico a [customer@puc.state.tx.us](mailto:customer@puc.state.tx.us); dirección del sitio web [www.puc.state.tx.us](http://www.puc.state.tx.us); TTY 512.936.7136; Relay Texas (línea gratuita) 800.735.2989 o con la Oficina del Fiscal General, División de Protección al Consumidor. Para una queja que involucre una factura en disputa, su REP no puede iniciar actividades de cobro o terminación ni informar la morosidad a una agencia de informes crediticios con respecto a la parte en disputa de la factura. Sin embargo, después de la notificación correspondiente, su REP puede enviar una notificación de rescisión por falta de pago de cualquier parte no disputada de la factura.

#### **5. Otras protecciones**

**Lista de no Llamar:** La PUCT mantendrá una "Lista de no llamar" de clientes que no desean recibir llamadas de telemarketing para el servicio eléctrico. Los clientes pueden inscribirse en la lista por una tarifa nominal. Comuníquese con la PUCT para ser incluido en la lista de No Llamar. Llame sin cargo al 1-888-309-0600, visite [www.texasnocall.com](http://www.texasnocall.com) o envíe su solicitud por correo a Texas No Call, 100 Summer Street Suite 800, Boston, MA 02110. Puede comunicarse con su REP para obtener más detalles.

**Disponibilidad de Idiomas:** puede solicitar recibir información de su REP en español o inglés. Su REP no comercializa en ningún otro idioma. Esto incluye la Solicitud de Servicio y los Términos del Servicio, Sus Derechos como Cliente, la Etiqueta de Datos de Electricidad, facturas y avisos de facturas, avisos de terminación y desconexión, información sobre nuevos servicios eléctricos, programas de descuento, promociones y acceso a asistencia al cliente.

**Derechos de Privacidad:** los REP tienen prohibido divulgar o vender información confidencial del cliente, incluyendo su: nombre; dirección; número de cuenta y ESIID(s); tipo o clasificación del servicio; uso histórico de electricidad; patrones esperados de uso; cargos actuales o registros de facturación; los tipos de instalaciones utilizadas en la prestación de su servicio; y los términos, condiciones y precio individuales de su acuerdo. Esta prohibición no se aplica a la divulgación de su información en determinadas circunstancias, según lo exige la ley, incluida la divulgación de su información a la PUCT, cualquier agente de su REP, agencias de informes crediticios, agencias del orden público o su empresa de servicios públicos. Su información se compartirá con otros REP o agregadores solo con su consentimiento.