

## TERMS OF SERVICE

### Residential and Small Commercial

Fulcrum Retail Energy LLC d/b/a Amigo Energy

P.O. Box 3607, Houston, Texas 77253-3607

PUCT Certificate No. 10081|www.AmigoEnergy.com

CustomerSupport@AmigoEnergy.com|1. 888.469.2644

Mon - Fri: 8:00am to 7:00pm CST (Residential)

Saturday: 9:00am to 6:00pm CST (Residential)

Mon – Fri: 8:00am to 6:00pm CST (Small Commercial)

### Key Defined Terms.

**Advanced Metering Charge:** a charge assessed to recover a Utility's charges for Advanced Metering systems, to the extent that they are not recovered in a Utility's standard metering charge.

**AutoPay:** Amigo Energy's automatic payment system, offering customers the convenience of having their payments automatically withdrawn from their bank account, or charged to their credit or debit card as an authorized payment method.

**Base Charge:** a charge assessed during each billing cycle to each ESI ID without regard to the customer's demand or energy consumption.

**Connection Balance:** for Customers on a prepaid Contract, a Current Balance of no greater than \$75.00 required to establish or reconnect prepaid service.

**Contract:** collectively, the Letter of Authorization (front page), these Terms of Service (TOS), the Electricity Facts Label (EFL), Your Rights as a Customer (YRAC), and Prepaid Disclosure Statement (PDS) if applicable.

**Current Balance:** for customers on a prepaid Contract, an account balance comprised of credits minus amounts owed. Customer: the account holder named on the Letter of Authorization, also referred to as "you" and "your".

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**Demand Charge:** for nonresidential 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. Demand is the highest recorded usage of electricity in 15-minute intervals per kWh or as kVA, also known as peak demand. Your Utility Pass-Through Charges include the applicable Demand Charge.

**Disconnection Balance:** for Customers on a prepaid Contract, an account balance of \$10.00 or less whereby we may initiate disconnection of service.

**Energy Charge:** a charge per kWh for electricity consumed, which includes the cost of electricity supply (and Utility Pass-Through Charges if specified on your EFL).

**ERCOT:** Electricity Reliability Council of Texas.

**ESI ID:** the electric service identifier(s) that is unique to your premise. Each ESI ID is bound by this Contract.

**JustGreen:** the purchase of renewable energy certificates and/or other available products to offset up to 100% of your energy usage as described in paragraph 5.

**Amigo Energy:** Amigo Energy: Fulcrum Retail Energy LLC d/b/a Amigo Energy, also referred to as "we", "our", "us", "your REP", or "your chosen REP".

**Minimum Usage Credit/Fee:** a credit or charge assessed each billing cycle based on customer's energy consumption.

**Prepaid Disclosure Statement (PDS):** a document associated with a prepaid plan that provides the Connection Balance, Disconnection Balance, and other details regarding the plan.

**PUCT:** the Public Utility Commission of Texas.

**REP:** Retail Electric Provider.

**Residential Customer:** retail customers classified as residential by the applicable bundled utility tariff, unbundled transmission and distribution utility tariff or, in the absence of classification under a residential rate class, those retail customers that are primarily end users consuming electricity at the customer's place of residence for personal, family or household purposes and who are not resellers of electricity.

**Rules:** the PUCT Substantive Rules Applicable to Retail Electric Providers and ERCOT protocols.

**Sanctioned Person:** any person that is (a) the subject or target of Sanctions or (b) located, organized or ordinarily resident in a Sanctioned Territory, or (c) 50 percent or more owned or controlled (as such term is defined by the relevant Sanctions) by one or more person(s) described in paragraph (a) or (b).

**Sanctioned Territory:** at any time, a country or territory which is the subject or target of (a) comprehensive Sanctions, including the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Crimea, Cuba, Iran, North Korea, and Syria, and (b) other broad Sanctions, including Afghanistan, Belarus, Russia and Venezuela.

**Sanctions:** any economic, financial or trade sanctions or restrictions administered or enforced by Canada (including government of any province or territory thereof), the United States (including the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State and the U.S. Department of Commerce), the United Nations Security Council, the European Union and any member state thereof, and the United Kingdom (including His Majesty's Treasury of the United Kingdom).

**Small Commercial Customer:** a nonresidential customer that has a peak demand of less than 50 kilowatts during any 12-month period, unless the customer's load is part of an aggregation program whose peak demand is in excess of 50 kilowatts during the same 12-month period.

**Term:** the initial term of this Contract, as set out in paragraph 3 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).

**Utility Pass-Through Charges:** all charges for electricity delivery to your ESI ID, excluding Special Services Fees (defined in paragraph 7), assessed by your Utility without mark-up by Amigo Energy.

**1. 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 ESI ID(s). You request that we initiate service for each ESI ID or transfer service from your current REP to Amigo Energy, as applicable. You agree, now and throughout the Term, that you: (a) are not, and will not be, bound by a contract for your ESI ID with a REP other than Amigo Energy; and (b) will not cancel or modify our appointment as your exclusive agent.

**2. Enrollment.** Your ability to enter this Contract depends on whether you meet certain requirements: (a) your Utility accepts our request to enroll you in accordance with the Utility's enrollment rules; (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 renew their service and/or authorize a new contract). Please note certain products may not be open to enrollments performed by a broker acting as a customer's agent.

**3. Term.** The Term of this Contract begins on the “**Start Date**” and expires on the “**End Date**” (if no selection is made, the Term deemed to be the longest of the available options). **Start Date:** the day we begin supplying electricity to your ESI ID under this Contract. 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 switch” Customer, the Start Date will be within seven (7) business days of your first available switch date. If you are “self-selected switch” 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 Contract being improperly completed, not submitted to Amigo Energy, not implemented by your Utility, etc.), at our discretion. **End Date:** our last day of electricity supply to your ESI ID under this Contract, plus any time required to obtain a final meter read. A new Term will begin if you enter into a new contract or if this Contract is renewed.

**4. Renewal.** Subject to Governing Law (see [www.puc.state.tx.us](http://www.puc.state.tx.us)), if you are on a fixed rate contract, 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 be sent at least 14 days before the end of your initial contract term and will include the TOS and EFL for the default renewal product. You will automatically transition to a default renewal product on a month-to-month basis if you do not renew your Contract, select another Amigo Energy product, or switch to another REP by the contract expiration date. The price of the default renewal product will vary from month-to-month as determined by Amigo Energy and can be canceled without an Early Termination Fee. Unless otherwise noted in the contract expiration notice, this TOS will apply to the default renewal product with the exception of paragraphs 3, 4, and 12. Your level of JustGreen participation will remain at your initial level selected at enrollment unless canceled.

**5. JustGreen.** For JustGreen, we will purchase renewable energy certificates or attributes: (a) up to 100% of our energy usage for residential customers provided that customers have paid for the usage in full, including JustGreen charges, or (b) 20% per unit (up to five units) for nonresidential customers provided that customers have paid for their usage in full, including JustGreen charges. If JustGreen is an option on your plan, then you may: (a) request to discontinue the use of JustGreen for residential customers, or (b) change the number of units purchased for nonresidential customers, at any time so long as you are not in breach of this Contract. If the commodity plan automatically includes JustGreen, then there is not a separate fee each month, and 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 Contract will remain in effect.

**6. Charges under this Contract.** We will supply you with electricity and JustGreen, as applicable. You agree to pay the following: (a) the Energy Charge multiplied by your usage; (b) the JustGreen Charge; either included in the plan or as an additional monthly fee, if applicable (c) Utility Pass-Through

Charges (if applicable); (d) the Base Charge and/or Minimum Usage Credit/Fee per ESI ID, if applicable; (e) an Advanced Metering Charge, if applicable; (f) any Special Service Fees (defined in paragraph 7); (g) any charges approved by regulatory authorities that are eligible; (h) Taxes; and (i) Securitization charges. Charges and fees are as specified on your EFL or otherwise in this Contract.

**7. Special Service Fees.** Any additional nonresidential 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 Contract including, but not limited to, late payment penalties, charges for disconnection, and insufficient funds charges. Additional product-specific fees and charges will be disclosed to you on the EFL provided for the product you select.

**a. Late Payment Fee:** We may charge a one-time penalty per bill of 5% of your past due balance for late payments or past due delinquent balances.

**b. Insufficient Funds/Returned Payment Fee:** Up to a \$25.00 fee for any returned check, electronic fund transfer or credit card transaction not processed due to insufficient funds or credit availability.

**c. Disconnect for Non-Payment DNP Notice Fee (DNP Notice Fee):** Up to a \$25.00 disconnection notice fee each time we send you a disconnection notice (this fee will be assessed regardless of whether your electric service is actually disconnected).

**d. Disconnection Fee:** Up to a \$25.00 Disconnection Fee (DNP Fee) if your service is disconnected.

**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. If you are tax exempt, you must provide Amigo Energy with your tax exemption certificate.

**9. Credit Requirements.** We may require you to demonstrate and maintain satisfactory credit as a condition of providing service under this Contract, 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.

**9.1 Deposit Determination.** Based on our Credit Requirements, we may require a deposit prior to implementing this Contract. We may also require a deposit from you during the Term if during the previous 12 months of service under this Contract 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) 1/5th of estimated annual billings. Estimated annual billings may be based on an estimate of average usage for your customer

class. A deposit is not required if the customer or applicant is a governmental entity.

**9.2 Deposit Refund.** 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 (a) paid bills for service for 12 consecutive months with no late payments for residential customers; (b) paid bills for service for 24 consecutive months with no late payments for nonresidential customers; or (c) close your Amigo Energy account. 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.

**10. Type 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 paragraph 10 that describe your specific product type will apply to your contract.

**10.1 Fixed Rate Products.** Fixed rate products have a contract term of at least three months and 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 Utility 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 PUCT.

**10.2 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 31 days or less and a price that varies according to the method disclosed on your EFL.

**11. Billing.** Unless you are a Customer on a prepaid Contract, we will bill you monthly unless the Utility provides service for less than one month, within 30 days of when the Utility provides us with your ESI ID usage information, unless validation of the data is required resulting in a delay. 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 Amigo Energy receiving the actual consumption amount from your Utility.

**11.1 Payment.** If you agree to pay us by credit card or bank debit, your authorized signature on the Letter of Authorization will be your authorized signature for such transactions and we will debit the full amount of each monthly bill, including late payment charges and Early Termination Fee 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 up to \$25.00 as a Returned Payment Fee. If you fail to make a valid payment of any amount due under this Contract, 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.

**Note** – Amigo Energy's policies regarding valid forms of payment and available payment agents are available upon request and may be found in your account details.

**11.2 Underbilling.** We may bill you for previous under billed amounts due to billing errors or omissions where (a) the under billing 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 under billing occurred. Unless the under billing is a result of theft of service, you may qualify for a deferred payment plan of the under billed amount (contact us for further details). Interest will not be charged on any under billed amounts unless the under billed 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. We will credit your account as you make payments and reduce the balance as charges are incurred.

**12. Ending this Contract Early, Breach.** If this Contract ends early, for any reason, you must still pay all amounts charged to you up to the early end date and Early Termination Fee as referenced in paragraph 13.

**12.1 Your Right to Cancel:** If you are switching to Amigo Energy from another REP, you may rescind this Contract without penalty at any time before midnight of the third federal business day after receiving this Contract. You may cancel by phone by calling 1.888.469.2644 or by completing and delivering to us the Notice of Cancellation. You may also end this Contract without having to pay the Early Termination Fee if (a) you move and provide supporting documentation of your move; or (b) you receive a notice from Amigo Energy of a material change in the context of this Contract and you notify Amigo Energy of your request for cancellation within 14 days of the date the notice is sent to you.

**12.2 Our Right to Cancel:** We can end this Contract, at no cost to us, if: (i) required/allowed by law; (ii) the Utility is unable to service your ESI ID or electricity has not flowed in a reasonable time frame; (iii) a legislative or regulatory change materially alters our ability to profitably perform this Contract; (iv) you move; (v) you commit a "Breach"; (vi) Amigo Energy receives notice or information evidencing that your load profile classification does not qualify for residential service; (vii) you are or become a Sanctioned Person; or (viii) performance under this Contract would result in a violation of Sanctions by any person, including Amigo Energy. Except with respect to clause (viii), which will result in immediate termination, you will be given 14 calendar days prior notice if we end the Contract. You will be in Breach if you (a) violate a term of this Contract or your Utility's rules; or (b) switch to another REP during the Term. Amigo Energy may refuse electric service to an applicant who does not meet Amigo Energy's credit requirements and does not pay the required deposit, does not pay their delinquent account balance, or does not demonstrate satisfactory credit or previous REP payment history.

**13. Early Termination Fee.** If you end this Contract for reasons other than those specified in paragraph 12.1 (Your Right to Cancel) herein, then you may be charged an Early Termination Fee as set forth in your EFL, unless you are on a variable price or other month-to-month product. You agree that the Early

Termination Fee is genuine pre-estimate of the damages Amigo Energy would suffer and not a penalty or other type of charge. You will remain responsible for all other amounts due, including Utility disconnection and reconnection fees.

**14. Disconnection of Utility Service for Non-Prepaid Customers (Prepaid Customers Refer to Paragraph 35).**

If you fail to pay all amounts when due, excluding any charges that are not for electric service, we may order disconnection of service in accordance with Governing Law. You will be given 10 calendar days (21 calendar days for Critical and Chronic Care) prior notice. In addition to any charges or fees assessed by your Utility, we will assess a disconnect for non-payment fee (DNP fee) up to \$25.00 if your service is disconnected. Disconnection of service does not waive your responsibility to pay any outstanding account balance or Early Termination Fees.

**15. Disconnect Without Notice.** The Utility may disconnect your services without prior notification if: (a) a life-threatening or dangerous condition exists; (b) there is evidence of meter tampering; (c) unauthorized service reconnection exists after disconnect; or (d) there is evidence of theft of service.

**16. Level Payment Plan.** You may be eligible for our Level Payment Plan based on a 12-month period if your Amigo Energy account is not delinquent. Delinquent customers should contact Amigo Energy to determine if they qualify for the Level Payment Plan. 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. This plan does not affect your obligation to pay for all actual usage and other associated charges, taxes, and fees. Low-income customers as defined by the state of Texas are eligible for level payment plans.

**17. Customer Information, Credit Review.** 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, and to communicate with you about other products and services offered by us and our affiliates. We will disclose any of your information where required by law, or in any communication or submission to a government authority respect to Sanctions. You also authorize us to provide information about you, including contact information, to our creditors, suppliers, affiliates, business partners and service providers for various purposes, including, but not limited to, customer service related to existing accounts. These purposes do not include marketing services. Contact customer service for written information on our policies and practices regarding use of your personal information.

**18. Limitation of Liability.** Our liability under this Contract 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.

**18.1 Dispute Procedures.** Any communications concerning

disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to:

Fulcrum Retail Energy LLC d/b/a Amigo Energy

ATTN: Legal Department

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 60 calendar days of the bill date.

**18.2 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 Contract 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 electricity purchased hereunder with the exception of electricity consumed by Customer's tenants or lessees.

**18.3 WARRANTY. CUSTOMER ACKNOWLEDGES AND AGREES THAT AMIGO ENERGY DOES NOT PRODUCE, TRANSMIT OR DISTRIBUTE ELECTRICITY 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.**

**19. Dispute or Complaints, Binding Arbitration.** If you have any concerns or comments related to this Contract, you may contact us using the contact information provided above. You agree to promptly notify us of any disputed charge on your bill. You must pay the undisputed portion of your bill while a billing dispute is being resolved. We may request that you set out your billing dispute in writing. 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 Contract 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 Contract, apply applicable laws and the facts, and issue a reasoned award, if appropriate. Please refer to "Your Rights as a Customer" for more information.

**20. Bill Payment or Other Assistance.** You may contact us

if you anticipate having trouble paying a bill or to maintain an amount above the Disconnection Balance. You may be eligible for payment assistance such as a Payment Arrangement or a Deferred Payment Plan. A Payment Arrangement allows you to pay your bill after the due date, but before the next bill is due. A Deferred Payment Plan is an agreement between the REP and a customer that allows a customer to pay an outstanding balance in installments that extend beyond the due date of the current bill. For Customers on a prepaid Contract, please see separate provisions for Deferred Payment Plans in paragraph 36. We have additionally engaged 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 [www.211.org](http://www.211.org). This service is an excellent resource of information about local assistance available and services. Please contact customer service for additional information regarding any of the aforementioned programs.

**21. 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, which is defined as “a residential customer who has a person permanently residing in his or her home who has been diagnosed by a physician as being dependent upon an electric powered medical device to sustain life.” The designation or re-designation is effective for two years under this paragraph. A Critical Care Residential Customer designation does not relieve a customer of the obligation to pay Amigo Energy for services provided, and a customer’s service may be disconnected pursuant to the Rules. Prepaid service is not available to Critical Care or chronic condition residential customers. If you are on a prepaid product and later become eligible for Critical Care, we will work with you to transition to a non-prepaid product.

**22. Amendment, Assignment.** We may amend this Contract by sending you written notice. If the amendment is a material adverse change in the Contract, we will provide you with at least 30 calendar days advance written notice and the change will become effective on the date stated in the notice unless you terminate this Contract within 30 calendar days of the date the notice is sent to you. We may assign any part of our interest in the Contract, including to another REP, without your consent. You cannot assign your rights or obligations without our consent.

**23. No Discrimination.** We will not discriminate, deny service, or require a prepayment or deposit for service based on your race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status location in an economically distressed geographic area, or qualification for low income or energy efficiency services. We will not use a credit score, credit history, or Utility payment data as the basis for determining the price for electric service for a product with a contract term of 12 months or less.

**24. Inability to Perform.** You accept that certain events beyond our control, including “force majeure” events declared by our direct or indirect suppliers, may affect our ability to supply electricity or JustGreen at your Energy Charge or JustGreen Charge. If this happens, we may, without liability: (a) temporarily supply them to you at the market price available to us; or (b) suspend this Contract until as soon as we are reasonably able to resume

performance. This Contract will otherwise remain in full effect.

**25. Notice.** If we are required to give you written notice, we will send it to your billing address or e-mail address and for prepaid, your e-mail or via SMS text. When providing us with written notice, you must send it to our address stated in this Contract. 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 [www.amigoenergy.com](http://www.amigoenergy.com) (you agree to visit it periodically to stay informed). Amigo Energy is not responsible if you do not receive notice due to incorrect or outdated information provided at time of enrollment or failure to update. Customer consents to receive SMS text messages from Amigo Energy, its affiliates, and/or business partners regarding information about customer’s account, new products, specials, promotions, and/or demand response events. Standard message and data rates will apply to SMS messages. Customers may opt-out of text messaging anytime by texting “STOP” to [97108].

**26. Governing Law.** The laws of the state of Texas govern this Contract.

**27. Miscellaneous.** You consent to the recording of phone calls related to this Contract and this Contract is the entire contract between you and us. It can only be amended by a written notice or recorded telephone call with you. If a part of this Contract 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 Contract will constitute a waiver of such rights. No waiver of a Breach by you shall be interpreted as a waiver of any other Breach. This Contract ensures to the benefit of and binds the parties and their respective successors and assigns. We will maintain an updated “Your Rights as a Customer” on our website and you agree to review it annually.

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

**29. Commercial Customer Protections Waiver.** If you are a nonresidential customer whose annual peak demand is equal to or exceeds 50 kW or 50 kVa during any 12-month period or a nonresidential 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/rulesnlaws/subrules/electric/25.471/25.471.pdf>

**30. Bill Payment Assistance.** If you qualify for low-income status or low-income assistance, have received energy assistance in the past, or you think you need energy assistance in the future, you should contact the billing assistance program to confirm that you can qualify for energy assistance.

**Paragraphs 31-36 apply only to Customers on a prepaid Contract:**

**31. Account Update.** We will communicate with you through an Account Update process. At the time of your enrollment with us, you must select the method we provide your Account Update to

you, either by email or SMS text message. The Account Update contains account information which may include: your Current Balance, recent electricity payments, the most recent available energy consumption information as provided by the Utility (which may contain delayed information), updated electricity price, estimated time and/or days of electricity service remaining, confirmation of prepaid credit purchases, and/or other notices. We have no obligation to resend Account Updates to you, even if the message could not be delivered for any reason. You are solely responsible for contacting customer service to provide us with updated and correct contact information if: (1) the information for your chosen method of Account Updates contact has changed; (2) your chosen method of Account Updates is not functioning properly; (3) your chosen method of Account Updates is invalid; (4) at any time after you have begun receiving prepaid electricity service from us, 48 hours pass in which you do not receive an Account Update; (5) or you have not received an Account Update from us within 24 hours of any payment to your account. We may assess an Account Update Fee (up to \$2.50) to you if you request an update through customer service.

**32. Summary of Usage and Payment (SUP).** You can request a SUP (summary of electric charges), which will be provided to you via email or through the US Postal Service (USPS). We can charge you up to \$2.95 SUP Fee for each SUP requested via USPS.

**32.1 Prepaid Payment.** If you are a Customer on a prepaid Contract, instead of receiving a monthly bill, we (or an authorized payment center) will provide you a purchase receipt or confirmation number that will show you the amount of money added to your account by email or SMS text message. Confirmation of your payment will be made through an Account Update. (See paragraph 11.2 for underbilling payments.)

**33. Account Balance Refund Policy.** We will not refund any account balance you maintain while you are a customer of ours. Should you terminate service with us (either by moving out or switching your service to another REP), or if we terminate service with you, you are entitled to a refund of your outstanding Current Balance, minus any deficit balance accrued, any amounts owed under a Deferred Payment Plan (DPP) and/or fees assessed until the date your service with Amigo Energy ends. We refer to this amount as the "Closeout Balance (COB)". If you are moving to a new location, you must contact customer service and request that we (a) close out your account and (b) record the COB at the time your service ends. If you are switching to another REP, your COB will be determined by us on the last day of your service with us. If your COB is equal to or greater than \$5.00, we will refund any unexpected funds to you within 10 calendar days of receipt of your final meter reading. If your COB is less than \$5.00, you must contact us to request a refund. If you fail to request a refund, Amigo Energy will report your COB to the state of Texas as unclaimed property.

**34. Warning Message Prior to Disconnection.** We will send a warning message to you via an Account Update one to seven (1-7) calendar days before your Current Balance is estimated to fall below the Disconnection Balance as shown on your Prepaid Disclosure Statement. If you continue to receive electricity, for any reason, when your Current Balance is equal to or less than \$0.00, your account will accumulate a deficit balance.

**35. Disconnection of Service for Prepaid Customers.** You must prepay for electricity consumption and maintain a positive Current Balance on your account except as otherwise authorized in this Contract. We may contact the Utility to interrupt your electricity service if your Current Balance falls below the Disconnection Balance as shown on your PDS. Your deficit balance, if any, must be paid in full as well as an amount sufficient to satisfy the Connection Balance before we can initiate reconnection of service. Reconnection may result in re-enrollment. Upon reconnection your Current Balance may be subject to any charges or fees assessed by the Utility. It is our recommendation that you have a Current Balance of at least \$20.00 in your account each day to avoid disconnection.

**36. Deferred Payment Plan (DPP) Provisions for Prepaid Customers.** A DPP is an agreement between Amigo Energy and a Customer that allows a Customer to pay an outstanding balance in installments over an extended period. If at any time your account has a deficit balance of \$50.00 or more, you may be eligible for a DPP, or if your Current Balance has been exhausted due to an extreme weather emergency, under billing, or disaster declaration, you are eligible to enroll in DPP. To determine eligibility, you must contact our customer service department and request enrollment in a DPP. Amigo Energy may transfer up to 50% of all your future payments to your DPP balance until it is fully paid. As a condition of accepting the DPP, you may be asked if we may place your account on a switch hold until you satisfy the terms of the DPP. A switch hold means that you will not be able to buy electricity from other companies while the switch hold is in place. If you fail to adhere to the terms in your DPP, your entire outstanding DPP balance will become immediately due and included in your Current Balance. If this causes your Current Balance to fall below the Disconnection Balance, Amigo Energy may request that your Utility interrupt your service after one day's notice of disconnection. Please contact Amigo Energy for details.