



Your Rights As A Customer

PO BOX 830473
Richardson TX 75080
1-888-678-7866
www.ampraenergy.com

This document describes Your Rights as a Retail Electric Customer and is a required disclosure for all residential electricity customers regardless of Retail Electric Provider. JP Energy Resources, LLC. dba Ampra Energy is a Retail Electricity Provider (REP) that is governed by the Public Utility Commission of Texas (PUCT). We are pleased to address your questions or concerns and welcome the opportunity to resolve any issue or question you may have about your service.

Language Choice. You have the right to receive this document and any disconnection notices sent to you via text and/or email, in both English and Spanish or English and your designated language, if you have designated a language other than Spanish and were originally solicited in that language, according to PUCT Subst. R. 25.473. All other contract documents, account notices, and access to customer service will be provided in the language you designated during your enrollment.

Accessibility to PUCT Rules. All Public Utility Commission of Texas Substantive Rules referenced in this document can be viewed at the following website address: <http://puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx> . If you have questions about this document or any other issue regarding your service, please contact Ampra Energy.

Contact Information for Ampra Energy, REP Certification Number 10278.

Ampra Energy Internet: www.ampraenergy.com

Mailing Address: PO BOX 830473 Richardson TX 75080

Telephone (Toll free): 1-888-678-7866

Fax #: 214-210-0441

Customer Care Hours: M-F 8a-6p and Saturday 9a-5p Central Time (CT) – Excluding Public Holidays

Reporting a Power Outage. To report a power outage, please select your Transmission and Distribution Utility’s (TDU’s) 24-hour service line from the list below:

- | | |
|--|---------------------------------------|
| CenterPoint Energy - 800-332-7143 | AEP North (WTU) - 866-223-8508 |
| Oncor Electric Delivery - 888-313-4747 | Texas-New Mexico Power – 888-866-7456 |
| AEP Central (CP&L) - 866-223-8508 | Sharyland Utilities – 866-354-3335 |

Ampra Energy is not liable for any service interruptions or outages, and any questions relating to having your service restored or reconnected after an involuntary suspension or disconnection should be directed to your Transmission Distribution Utility (TDU).

Billing and Customer Service Issues / Customer Complaints. Anytime you feel that your account may contain mistakes, including, but not limited to unauthorized charges, please contact Ampra Energy immediately. Ampra Energy takes your concerns seriously, and will promptly investigate the issue, contact you to review, and make any necessary corrections to ensure that your issue is resolved. Ampra Energy will notify you of the results of our investigation within 21 days. If Ampra Energy’s contact center fails to resolve the issue to your satisfaction, you are entitled to request a management review of your issue with Ampra Energy. We will notify you of the results of the management review within 10 business days of your request. If Ampra Energy cannot resolve your issue to your satisfaction, you are entitled to file a complaint with the PUCT or the Office of the Attorney General, Consumer Protection Divisions. Contact information for the PUCT is as follows:

Mailing Address: Public Utility Commission of Texas PO Box 13326 Austin, Texas 78711-3326

Toll Free: 888-782-8477 Fax: 512-936-7003 TTY: 512-936-7136 Email: customer@puc.state.tx.us

Customer Protection Division: 512-936-7120 Website: www.puc.state.tx.us

Individuals who are deaf, hard-of-hearing, deaf-blind or speech-disabled, may contact the PUCT using a TTY phone by dialing 1-800-735-2989.

More information on this program may be obtained by visiting <http://www.puc.state.tx.us>.

When filing a complaint, be sure to include your name, address, telephone number, the name of your Retail Electric Provider (Ampra Energy), your Ampra Energy account number, your billing address, your service address, and the nature of your complaint and copies of your disputed account and your contract. The PUCT will investigate your complaint and will contact you directly with the results of their review.

Deferred Payment Plans and Other Payment Arrangements. If you cannot pay your account, please call us immediately. We may offer you a short-term payment arrangement. In addition, you may qualify for a “deferred payment plan.” A deferred payment plan allows you to pay any outstanding balance in installments. The installments to repay the deferred balance shall be applied to the customer’s account on the day payment is received. Ampra Energy must offer you a deferred payment plan for accounts that have a negative balance of \$50 or more during an extreme weather emergency; when a state of disaster has been declared by the governor that covers your area; and if you have been under-billed. A switch-hold may be applied if you participate in a deferred payment plan.



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Meter or Service Outage Issues. Ampra Energy will assist you with any meter or service outage issues by providing you with the appropriate information to get the issues resolved with your TDU. You may receive this information by calling Ampra Energy's Customer Care or by calling your TDU (information provided in "Reporting a Power Outage" section of this document). You have the right to receive instructions on how to read your meter. You have the right to have your meter tested pursuant to Public Utility Commission rule 25.124, or in accordance with the tariffs of the TDU, municipally owned utility, or electric cooperative as applicable.

If you suspect the meter reading is faulty or otherwise inaccurate, we will assist you in requesting a meter re-read or a meter test, as appropriate. You have a right to have the meter located at your premise tested once every four years at no cost to you. If the meter has been tested more than once in a four year period, and the meter is determined to be functioning properly, then you may be charged a fee for the additional meter test(s) at the rate approved for your TDU. The TDU will advise you of the test results, including the test date, testing person, and, if applicable, the removal date of the meter. Your TDU may revise your meter reading and you may be required to pay additional amounts if your meter is found to be malfunctioning.

Financial and Energy Assistance Programs and Low Income Discounts. Residential customers who are in need of financial or energy assistance may qualify for programs sponsored by the Texas Department of Housing and Community Affairs (TDHCA), which can be contacted at info@tdhca.state.tx.us, calling 800-525-0657, faxing 800-733-5120, visiting <http://www.tdhca.state.tx.us/ea/index.htm>, or writing to TDHCA, P.O. Box 13941, Austin, TX 78711-3941. Please contact Ampra Energy for more information about any low-income programs we may offer.

Unauthorized Charges or "Cramming". Cramming is the term used for adding charges to your electric account for services other than your electricity without your permission. Before any new charges are included on your electric account, Ampra Energy or any REP must inform you of the product or service, all associated charges, and how these charges will be accounted for before they appear on your electric account and obtain your consent for the product or service. You have the right to dispute any charges you think were not authorized according to PUCT Substantive Rule 25.481. If you see any charges on your account that you don't understand, please contact us immediately. We will review the charge in question and resolve any charge that isn't appropriate. If you believe your electric account includes unauthorized charges, you may file a complaint with the PUCT.

Ampra Energy will not seek to terminate your electric service for nonpayment of an unauthorized charge or file an unfavorable credit report against you for disputed unpaid charges that are alleged to be unauthorized unless the dispute is ultimately resolved against you. If the charges are determined to be unauthorized, we will cease charging you for the unauthorized service or product, remove the unauthorized charge from your account, and refund or credit all money you paid for any unauthorized charge within 45 days. If charges are not refunded or credited within 3 months, interest shall be paid to you at an annual rate established by the PUCT on the amount of any unauthorized charge until it is refunded/credited. You may request all account records under our control related to any unauthorized charges within 15 business days after the date the unauthorized charge is removed from your account. We will not re-charge you for any charges determined to be unauthorized.

Unauthorized Change of Service Provider or "Slamming". Slamming is the term used for switching your electric service without your permission and violates PUCT Substantive Rule 25.495. Your service provider should not change without your consent to the change, and Ampra Energy is committed to working with the PUCT, TDU, and any other affected REP to resolve the issue. If you feel your service has been switched without your authorization, you should contact us and request that we provide you with a copy of your authorization and verification. We must submit this to you within 5 business days of your request. If you are not satisfied with this response, you may also file a complaint with the PUCT at the address above. Upon receipt of a complaint filed with the PUCT, Ampra Energy must respond within 21 days of receipt of the complaint, providing all documentation relied upon to support the authorization to switch, and any corrective actions taken to date, if any. If we are serving your account without proper authorization, we will work with other market participants to take all actions necessary to return you to your original REP as quickly as possible.

Your original REP has the right to bill you at the price disclosed in your terms of service from either: 1) the date you are returned to your original REP, or 2) any prior date chosen by your original REP for which that REP had the authorization to serve you. We will, within five days from the date that your service is returned to your original REP, refund all charges paid for the time period the original REP ultimately bills you. In addition, we will pay all charges associated with returning your service to your REP of choice. For periods that are not billed to you by your original REP, we may charge you, but at a rate no higher than the rate you would have been charged by your original REP.

Cancellation or Termination of Your Electric Service. If you take actions that cancel or terminate your electric service with Ampra Energy under the Terms of Service prior to the end of the term specified in your contract, you may be responsible for an Early Termination Fee (ETF) as specified in your Electricity Facts Label. Please provide us with written notice of your intent to cancel or terminate the Terms of Service (TOS) and your forwarding address, if applicable, at least 30 days in advance of the requested termination date. Ampra Energy will use good faith efforts to cancel or terminate your service with the TDU on the requested termination date; however, we cannot be responsible if the TDU is unable to affect your requested termination date. You will be responsible for all charges incurred through the date the TSDP can affect your



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termination. If you cancel or terminate the Terms of Service, Ampra Energy's obligations will conclude after the meter read date where we are no longer designated as your REP or when your electric service is disconnected by the TDU. Your obligations under the Terms of Service will end when the outstanding balance on your account is paid in full. Cancellation or termination of the Terms of Service does not excuse the obligation of Customer to pay outstanding balances or early termination fees that may apply.

Cancellation of Service Without Penalty. If you are switching service providers, (as opposed to starting service in a new location, which is called a "move-in") you may cancel your contract without any penalty or fee within three federal business days (including Saturday) after you receive your Terms of Service documents. Your Terms of Service document contains detailed instructions for executing your right of rescission. There are no penalties for cancellation of residential or small commercial service if you are switching providers if the cancellation is made within this time period. If you move from your Service Address to a new premise, you may cancel the contract without penalty after providing your forwarding address.

Disconnection of Service. We may authorize the disconnection of your electric service, after proper notice, for any of the following reasons: (i) your failure to pay for any charges for electric service owed to your REP or to make deferred payment arrangements by the date of disconnection stated on a disconnection notice sent to you after your account became past due; (ii) your failure to comply with the terms of a deferred payment agreement; (iii) using service in a manner that interferes with the service of others; the operation of nonstandard equipment. In addition, we may authorize the disconnection of your electric service without prior notice for any of the reasons set forth in Section 25.483(d) of the PUCT's rules and regulations. PUCT Subst. R. 25.483 and 25.498 also provides certain protections related to disconnection.

All accounts shall be deemed past due and delinquent at the close of business on the day the account is due. Ampra Energy will provide you with a disconnection notice in the event you do not pay your account by its due date or make suitable arrangements with us for its payment. If your account balance is not paid in full by the date indicated on the disconnection notice, your service will be suspended. To restore service without re-applying for service with Ampra Energy, your outstanding charges must be paid within five (5) days of service suspension. If your outstanding charges are not paid within five (5) days of service suspension, your account may be subject to final disconnection and Ampra Energy will no longer be your retail electric provider. You must remit final payment by the due date on the account to avoid having your account turned over to a collections agency.

Critical Care Residential Customer and Chronic Care Residential Customer Designation. You have the right to apply for designation as a Critical Care Residential Customer or Chronic Condition Residential Customer pursuant to PUCT Subst. R. 25.497. If you are designated as a "Critical Care Residential Customer" Or "Chronic Condition Residential Customer" you are not eligible to receive electric Service from Ampra Energy pursuant to PUCT Subst. R. 25.498.

Rights and Protections Against Disconnection. You have certain rights and protections that prevent your service from being disconnected under certain conditions identified in PUCT Subst. R. 25.483. Ampra Energy cannot authorize your TDU to disconnect you for nonpayment for any of the following reasons: (1) delinquency in payment for electric service by a previous occupant of the premises; (2) failure to pay for any charge that is not for electric service regulated by the commission, including competitive energy service, merchandise, or optional services; (3) failure to pay for a different type or class of electric service unless charges for such service were included on that account at the time service was initiated; (4) failure to pay charges resulting from an under billing, except theft of service, more than six months prior to the current charges; (5) failure to pay disputed charges, except for the amount not under dispute, until a determination as to the accuracy of the charges has been made by the REP or the commission and the customer has been notified of this determination; (6) failure to pay charges arising from an under billing due to any faulty metering, unless the meter has been tampered with or unless such under billing charges are due under PUCT Subst. R. 25.126; or (7) failure to pay an estimated charge other than a charge rendered pursuant to an approved meter-reading plan, unless the charge is based on an estimated meter ready by your TDU.

Ampra Energy cannot request disconnection of your service for nonpayment on a holiday or weekend, or the day immediately before a holiday or weekend, unless Ampra Energy's personnel are available on those days to take payments, make payment arrangements with you, and request reconnection of service. Your TDU cannot disconnect on a holiday or weekend, or the day immediately preceding a holiday or weekend, unless the personnel of the TDU is available to reconnect service on all of those days, or if a dangerous condition exists or you request disconnection.

Ampra Energy cannot authorize a disconnection for nonpayment in a county in which an extreme weather emergency occurs. An "extreme weather emergency" means a day when the previous day's highest temperature did not exceed 32 degrees Fahrenheit, and the temperature is predicted to remain at or below that level for the next 24 hours anywhere in the county, according to the nearest National Weather Service (NWS) reports; or the NWS issues a heat advisory for a county, or when such advisory has been issued on any one of the preceding two calendar days in a county.



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Ampra Energy cannot authorize disconnection for nonpayment of electric service for a billing period in which Ampra Energy receives a pledge, letter of intent, purchase order, or other notification that an energy assistance provider is forwarding sufficient payment to continue service provided that it is received by the due date stated on the disconnection notice, and by that date, the customer either pays or makes payment arrangements to any outstanding debt not covered by the energy assistance pledge.

Statement on Non-Discrimination. Ampra Energy will not refuse service to anyone because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, disability or familial status, location in an economically-distressed geographic area, or if they qualify for low-income affordability or energy-efficiency services. We do not use credit score, credit history, or utility payment data as the basis for determining your rate.

Availability Of Provider of Last Resort (POLR). If your electric service is terminated or disconnected, you may obtain services from another REP or the POLR. The POLR offers a basic, standard retail service package at a fixed, non-discountable rate. You may call 1-866-PWR-4-TEX or visit www.powertochoose.org for more information about the default POLR in your area.

Restoration of Service. If your service has been disconnected for non-payment, your REP or the POLR will, upon satisfactory correction of the reasons for the disconnection, notify your TDU to reconnect your service. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate to your REP or the POLR that you have corrected the dangerous situation.

Do Not Call List. Beginning January 1, 2002, customers may add their name, address, and telephone number to a state-sponsored electric no-call list that is intended to limit the number of telemarketing calls received relating to the customer's choice of REPs. Customers have the right to register their address and phone number to a No Call List sponsored by the PUCT to opt-out of telemarketing calls according to PUCT Subst. R. 25.484. You may register either online at www.texasnocall.com for free, or call toll-free 1-866-TXNOCAL(L) (1-866-896-6225) to obtain an application or to register; or send a written request for an application to: TEXAS NO CALL, P.O. Box 313, E. Walpole, MA 02032.

You must pay a registration fee for each phone number you register; this fee must be paid by credit card if registering by phone and by credit card, check, or money order if registering via mail. The registration fee, cannot exceed five dollars per term. Your registration will remain active for five years from the date it was first published on the list. A customer that registers for inclusion on the electric no-call list may continue to receive calls from telemarketers other than REPs. The customer may instead or may also register for the Texas no-call list that is intended to limit telemarketing calls regarding consumer goods and services in general, including electric service.

Privacy of Customer Information. Pursuant to PUC Subst. R. 25.472, Ampra Energy shall not release proprietary customer or premise information, as defined by the PUCT, to any other person, including an affiliate of Ampra Energy, without obtaining your verifiable authorization, unless otherwise approved by the PUCT substantive rules applicable to Retail Electric Providers. This prohibition does not apply to the release of your information under certain circumstances as allowed by law, including release to the PUCT, an agent of Ampra Energy, consumer reporting agencies, law enforcement agencies, or your TDU. We may also share this information with a third party for the purpose of marketing such party's products or services to you after you are provided an opportunity to opt-out of the release of your information. In addition, this prohibition does not apply to the release of your historical usage upon request and authorization of a current customer or applicant of a premise. Industrial and commercial customers may contact their REP or TDU and designate that their prior historical usage is competitively sensitive in order to prevent the release of this information.