

**Your Rights as a Customer (YRAC)**

This document summarizes Your Rights as a Customer (“YRAC”) and is based on customer protection rules adopted by the Public Utility Commission of Texas (“PUCT”). These rules apply to all retail electric providers (“REP” s), such as Octopus Energy (“Octopus Energy”), and the provider of last resort (“POLR”), unless otherwise noted or waived by the customer as allowed under PUCT rules. You may view the PUCT’s rules at <http://www.puc.texas.gov/agency/ruleslaws/subrules/electric/Electric.aspx>.

**Contact Information:** Octopus Energy customer service representatives are available to assist you 9 am – 5 pm CT, Monday through Friday, and 10 am – 2 pm, Saturday. You may make payments 24 hours a day, 7 days a week with a debit or credit card through Octopus Energy’s automated systems at [www.Octopusenergy.com](http://www.Octopusenergy.com), through the Octopus Energy app on your mobile device or by calling toll-free at 844-386-5832. You may also e-mail us at [help@Octopusenergy.com](mailto:help@Octopusenergy.com). You can visit us any time at [Octopusenergy.com](http://Octopusenergy.com) for more information.

***In the event of an electricity-related emergency, such as a power outage, or in the event of problems related to the Transmission & Distribution Service Provider (TDSP), please contact your TDSP.***

Local Utility / TDSP	Outage	Service Requests
AEP Texas	(866)223-8508	(877) 373-4858
CenterPoint Energy	(713) 207-2222	(800) 332-7143
Oncor Electric Delivery	(888) 313-4747	(888) 313-6862
Texas-New Mexico Power	(888) 866-7456	(888) 866-7456

**OBTAINING AND CANCELING 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 request that the REP provide you with a copy of your authorization and verification. The REP 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 provided above. Upon receipt of a complaint filed with the PUCT, the REP must respond within 21 days of receipt of the complaint, providing all documentation relied upon by the REP related to the authorization to switch, and any corrective actions taken to date, if any.

If a REP is serving your account without proper authorization, the REP must 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 Agreement (“TOS”) and Electricity Facts Label (“EFL”) 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. The REP that served you without proper authorization shall, within 5 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, the REP that served you without your authorization is responsible for paying all charges associated with returning your service to your REP of choice. For periods that the unauthorized REP served you that are not billed to you by your original REP, the REP that served you without your authorization may bill you but at a rate no higher than the rate you would have been charged by your original REP.

**Right of Rescission:** Upon enrolling with Octopus Energy, you have the right to rescind your Agreement without fees or penalties of any kind by contacting us before midnight of the 3rd federal business day after the date you first receive your TOS.

You may rescind this switch by contacting us at:

Octopus Energy LLC // REP# 10262 // Octopusenergy.com  
 2700 Post Oak Blvd., Floor 21 // Houston, TX 77056-5797  
 (844) 386-5832 9AM-5PM CT

- Phone: (844) 386-5832 (toll free) 9AM-5PM CT
- Email: [help@Octopusenergy.com](mailto:help@Octopusenergy.com)
- Website: <https://Octopusenergy.com>
- Fax: (844) 386-5832
- Mail: 2700 Post Oak Blvd 21st Floor, Houston TX 70056

Please provide your name, address, phone number, account number, and a statement that you are rescinding your agreement under the 3 day right of rescission period.

**BILLING ISSUES: Unauthorized Charges or “Cramming”**

Before any new charges for non-energy-related products or services are included on your electric bill, your REP must inform you of the product or service, all associated charges, how these charges will appear on your electric bill and obtain your consent to accept the product or service. Your REP must provide you with a toll-free telephone number and address that you may use to resolve any billing dispute or to ask questions about your bill. If you believe your electric bill includes unauthorized charges, you may contact your REP to dispute such charges and may file a complaint with the PUCT. Your REP will not seek to terminate your electric service for non-payment 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, 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 days. If charges are not refunded or credited within 3 billing cycles, 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 billing records under the REP’s control related to any unauthorized charges within 15 business days after the date the unauthorized charge is removed from your bill. Your REP will not rebill you for any charges determined to be unauthorized.

**Deferred Payment Plans and Other Payment Arrangements:** You will be eligible to establish a deferred payment plan if your Account Balance reflects a deficit of \$10 or more and there is an extreme weather emergency (as defined by PUCT Substantive Rule 25.483(j)(1)) or a state of disaster declared by the governor if you are in the area covered by the declaration and the PUCT has directed that deferred payment plans be offered. You will also be eligible for a deferred payment plan if your Account Balance reflects a deficit of \$10 or more resulting from Octopus Energy under charging you.

Your deferred payment plan document will have the specific details of your plan. If you enter a deferred payment plan, Octopus Energy may apply a switch-hold until your deferred payment plan is paid in full. A switch-hold means you will not be able to buy electricity from another company while you are still in a payment plan with Octopus Energy.

**Meter Reading and Testing:** Please contact us for information regarding how to read your meter. If you suspect your meter reading is faulty or otherwise inaccurate, we will assist you in requesting a meter reread or a meter test with the Local Utility, 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 your Local Utility may charge a fee for the additional meter test(s) at the rate approved by your Local Utility. Octopus Energy or the Local Utility will advise you of the test results, including the test date, testing person and, if applicable, the removal date of the meter.

**Financial and Energy Assistance:** An electric customer who receives food stamps, Medicaid, TANF or SSI from the Texas Department of Human Services (TDHS) or whose household income is not more than 125% of the federal poverty guidelines may qualify for energy assistance from the Texas Department of Housing and Community Affairs (TDHCA). A customer who currently receives these benefits automatically qualifies for a discount on electric service through the LITE-UP Texas program. Customers who do not currently receive these benefits but whose household income is not more than 125% of the federal poverty guidelines may apply for

the discount. Contact LITE-UP Texas toll-free at 1-866-4-LITE-UP or 1-866-454-8387 for information on how to obtain the discounted rate.

**DISCONNECTION OF SERVICE:** It is the responsibility of the customer to keep a valid credit or debit card on file with Octopus Energy in order to charge you for your prepaid electric services. Your service will be disconnected if your Account Balance falls below the \$10 Disconnection Balance and your payment method fails and payment is not made to refill your Account Balance to the Connection Balance.

#### **Disconnection or Interruption of Service**

We may request immediate interruption/disconnection of your electric service without prior notice under specific situations, including the existence of a dangerous condition at your service address or evidence of theft of service.

Additionally, your REP may be allowed to seek your electric service disconnected or interrupted, as applicable, for any of the reasons listed below:

- failure to maintain an Account Balance of \$10.00;
- failure to comply with the terms of a deferred payment arrangement or other payment agreement made with the REP;
- using service in a manner that interferes with the service of others or the operation of nonstandard equipment;
- failure of a guarantor to pay the amount guaranteed when the REP has a written agreement, signed by the guarantor, which allows for disconnection of the guarantor's service.

Continuation of electric service depends on your prepaying for services on a timely basis and if your current balance falls below the disconnection balance of \$10.00 your service may be disconnected with little notice. We will send a low account balance warning to you at least 1 day and not more than 7 before your account balance is estimated to fall below the Disconnection Balance. If you still fail to act, we can disconnect your service for non-payment.

We will not interrupt or disconnect your electric service on weekend days, during any periods in which the mechanisms for payment specified to you in your PDS are unavailable or our call center is not operating, or during an extreme weather emergency, as defined in PUCT Substantive Rule 25.483(j)(1).

Your REP may not order the disconnection of your service for any of the following reasons:

- failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household;
- failure to pay any charge unrelated to electric service;
- failure to pay a different type or class of electric service not included on the account's bill when service was initiated;
- failure to pay under-billed charges that occurred for more than 6 months (except theft of service)
- failure to pay any disputed charges until your REP or the PUCT determines the accuracy of the charges and you have been notified of this determination;
- failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event the Local Utility is unable to read the meter due to circumstances beyond its control;
- if the REP receives notification by the disconnection/interruption date that an energy assistance provider will be forwarding enough payment on your account;
- for non-payment during an extreme weather emergency, and upon request, the REP must offer you a deferred payment plan for bills due during the emergency or for a balance accrued on a prepaid electric service account during the emergency.

**Availability of Provider of Last Resort:** If you are notified that you are subject to termination or disconnection of your electric service, you may seek to obtain services from another REP or the POLR. You have the option to request service from the POLR, which offers a standard retail service package. Information about the POLR and other REPs can be obtained from the PUCT or the POLR.

**Restoration of Service:** If your prepaid service was disconnected because of payment failure, and you wish to reconnect your electric service, you must reestablish a Connection Balance of at least \$10 in addition to paying any past due amounts. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate that you have corrected the dangerous situation.

**DISPUTES WITH YOUR PROVIDER:** Please contact your REP if you have specific comments, questions or complaints. Upon receipt of a complaint, your REP must investigate and notify you of the results within 21 days. If you are dissatisfied with the results of the investigation, you may request a supervisory review, if available. 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 or the Office of the Attorney General, Consumer Protection Division. Please include your name and account number, as well as an explanation of the facts and the resolution you desire in your complaint.

For a complaint involving a disputed charge, your REP may not initiate collection activities or termination or disconnection activities or report the delinquency to a consumer reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, your REP may disconnect your service for non-payment of any undisputed portion of the bill.

#### **OTHER PROTECTIONS:**

**Do Not Call List:** Customers who do not want to receive telemarketing calls may add their name, address, and telephone number to the statewide electric "Do Not Call List." You may register for the "Do Not Call List" in three ways:

- Online at [www.texasnocall.com](http://www.texasnocall.com)
- Call toll-free 1-866-TXNOCAL(L) (1-866-896-6225)
- Write Texas No Call, P.O. Box 313, E. Walpole, MA 02032

**OTHER PROTECTIONS:** You may request to receive information from your REP in Spanish, or any language in which you were initially solicited. This includes the Terms of Service Agreement ("TOS"), Electricity Facts Label ("EFL"), Statement of Usage and Payment ("SUP"), Prepaid Disclosure Statement ("PDS"), information on new electric services, discount programs, promotions, and access to customer assistance. You will receive this Your Rights as a Customer document and disconnection notices in 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.

**Privacy Rights:** Except as described below, REPs may not release your proprietary customer information to any other person without your consent. This includes your name, address, account number, type or classification of service, historical electricity usage, expected patterns of use, types of facilities used in providing service, individual contract terms and conditions, price, current charges or billing records. This prohibition does not apply to the release of your information under certain circumstances as required by law, including release to the PUCT, an agent of your REP, consumer reporting agencies, law enforcement agencies or your Local Utility. A REP 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 prior historical usage upon request and authorization of a current customer or applicant of a premise. Industrial and commercial customers may contact their REP or local utility and designate that their prior historical usage is competitively sensitive in order to prevent the release of this information.

**Special Services:** Your REP may offer special services for hearing-impaired customers and programs for customers with physical disabilities. 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 of these special services.

**Critical Care Residential Customer or Chronic Condition Residential Customer:** Octopus Energy does not provide pay-as-you-go electric service to residential customers for whom an interruption or suspension of electric service will create a dangerous or life-threatening condition, and who meet the utility criteria of a Critical Care or Chronic Condition Residential Customer. If, after enrollment, Octopus Energy receives notification from your Local Utility that you have been designated as a Critical Care or Chronic Condition Residential Customer, we will work with you to transition you to another REP in a manner that seeks to avoid a service disruption.

If we are unable to reach you or you do not respond to our attempts, we may transfer you to another REP. Qualification as a Critical Care or Chronic Condition Residential Customer by the Local Utility does not relieve you of your obligation to pay us or the Local Utility for services rendered