

**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 (“PUC”). 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 PUC rules. You may view any of the PUC’s rules cited herein at <http://www.puc.texas.gov/agency/rulesnlaws/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 [heretohelp@octopusenergy.com](mailto:heretohelp@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 PUC. You may contact the PUC at: Public Utility Commission of Texas, Customer Protection Division P.O. Box 13326, Austin, TX 78711-3326; telephone 888-782-8477; email: [customer@puc.texas.gov](mailto:customer@puc.texas.gov). Upon receipt of a complaint filed with the PUC, 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

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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:

- Phone: (833) 628-6888 (toll free) 9AM-5PM CT
- Email: [heretohelp@octopusenergy.com](mailto:heretohelp@octopusenergy.com)
- Website: <https://Octopusenergy.com>
- Fax: (844) 386-5832
- Mail: 2700 Post Oak Blvd 21st Floor, Houston TX 77056

Please provide your name, address, phone number, account number, and a statement that you are rescinding your agreement under the 3 days 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:** If you cannot pay your bill, please call your REP immediately. Your REP may offer you a short-term payment arrangement that allows you to pay your bill after your due date but before your next bill is due. In addition, you may qualify for a “deferred payment plan” and/or a level or average payment plan. A deferred payment plan allows a customer to pay an outstanding bill in installments beyond the due date of the next bill. A level or average payment plan allows a customer to pay about the same amount for the electric service portion of their bill each month. A REP shall offer level or average payment plans to customers who are not currently delinquent in payment to the REP and to customers receiving the LITEUP discount, even if the customer is delinquent in payment.

When establishing a deferred payment plan or a level or average payment plan for a customer who is delinquent in payment, the REP may require eligible customers to make an initial payment of no greater than 50% of the delinquent amount due. The REP may require the remaining delinquent amount to be

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paid by the customer in equal installments over at least five billing cycles, unless the customer agrees to fewer installments. For a bill that becomes due in January or February, (if in the prior month your TDU notified the PUC of an extreme weather emergency for the residential customer's county for at least 5 consecutive days during the month,) or July, August, or September, your REP must offer you a deferred payment plan or a level or average payment plan if you:

- Are designated as a Critical Care Residential Customer or a Chronic Condition Residential Customer; or
- Have expressed an inability to pay, unless
  - (i) you have been disconnected during the preceding 12 months,
  - (ii) you have submitted more than 2 payments during the preceding 12 months that were found to have insufficient funds available, or
  - (iii) you have been the REP's customer for less than 3 months, and do not have sufficient credit or a satisfactory history of payment with a previous REP or utility.

However, a REP is not required to offer a payment plan to a customer if the customer is on an existing deferred, level, or average payment plan.

All REPs must offer customers, upon request, deferred payment plans for bills that are due during an extreme weather emergency, as directed by the PUC during a state of disaster declared by the governor, and to customers who have been underbilled in the amount of \$50.00 or more.

A deferred payment plan and a level or average payment plan may include a 5% penalty for late payment; however, the POLR may not charge a late fee. If you establish a deferred payment plan or enroll in a level or average payment plan with a deferred delinquent balance, your REP may put a switch-hold on your account that will be removed after your deferred balance is paid and processed. If you establish a deferred payment plan your REP must confirm the details of the plan in writing. If you do not fulfill the terms of the payment arrangement, deferred payment plan, or level or average payment plan, your REP may disconnect your service as discussed further below. If you are disconnected for not paying while an applicable switch-hold is in place, you will need to remit payment to regain electric services, and you may not obtain services from another provider until you pay the total deferred balance. For additional details on these programs, please see your Terms of Service Agreement or contact your REP for more information.

**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). REPs must offer bill payment assistance to customers who express an inability to pay or need assistance with bill payment. REPs must offer level or average payment plans. Please contact us for more information.

### **DISCONNECTION OF SERVICE:**

**Failure to Pay:** For customers who do not pay their electric bill by the due date or otherwise maintain a prepaid balance above the disconnect threshold as specified on their Prepay Disclosure Statement (PDS), their REP may request that the TDU “disconnect” the electric service. Service will only be disconnected for post pay customers after the expiration of a required 10-day notice period (or a 21-day notice period for Critical Care Residential Customers and Chronic Condition Residential Customers), The disconnect notice which will be sent to the residential customer and the customer’s designated secondary contact. Prior to disconnecting a Critical Care Residential Customer or Chronic Condition Residential Customer, the TDU shall contact the customer and the secondary contact. If the TDU does not reach the customer and secondary contact by phone, the TDU shall visit the premises, and, if there is no response, shall leave a door hanger containing the pending disconnection information and how to contact the REP and TDU.

For prepay customers, continuation of electric service depends on your prepaying for services on a timely basis. If your current balance falls below the disconnection balance specified in your PDS, your electricity may be disconnected with little notice. Prepay customers will receive a disconnect warning notification at least 1 day but not more than 7 days before your account is estimated to fall below the Disconnection Balance stated in your PDS. If you fail to act, we can disconnect your service for non-payment. 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.

### **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 above the Disconnect Balance stated in your PDS or failure to pay a bill owed to the REP.
- 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 post pay customer to pay a deposit required by the REP; or
- 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.

We will not interrupt or disconnect your electric service on a holiday or a weekend day, 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:

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- 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)

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- 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:** You have the right to apply for designation as a “Critical Care Residential Customer” or “Chronic Condition Residential Customer.” 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.

Upon your request, your REP will provide to you a PUC-approved application form, which you and the patient’s physician must complete. The patient’s physician must sign and electronically return the application form to your TDU by facsimile or other electronic means. The TDU will evaluate the form for completeness. Incomplete forms will be returned to you by the TDU for completion. The TDU may verify the physician’s identity and signature and may deny an application for designation, if it determines that the identity or signature of the physician is not authentic. The TDU will notify you and your REP of the final status of the application process, including whether you have been designated for Critical Care Residential Customer or Chronic Condition Residential Customer status. The TDU will also notify you of the date a designation, if any, will expire, and whether you will receive a renewal notice. If the TDU does not approve

the application, you may file a complaint with the PUC. If approved, the designation of Critical Care Residential Customer is valid for two years; and the designation of Chronic Condition Residential Customer is valid for 90 days to one year. Your TDU will send you a renewal form, if applicable, prior to the expiration of your designation.

Designation as a Critical Care Residential Customer or Chronic Condition Residential Customer does not relieve the customer of the obligation to pay the REP or the TDU for services rendered. However, a Critical Care Residential Customer or Chronic Condition Residential Customer who needs payment assistance is encouraged to contact their REP or TDU immediately regarding possible deferred payment options or other assistance that may be offered by the REP or TDU.

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.