

Your Rights As A Customer

This document summarizes Your Rights as a Customer and is based on customer protection rules adopted by the Public Utility Commission of Texas (PUC). These rules apply to all retail electric providers (REPs) and the provider of last resort (POLR), unless otherwise noted or waived by the customer as allowed under PUC rules. You may view the PUC's rules at <http://www.puc.state.tx.us/agency/rulesnlaws/subrules/electric/Electric.aspx>. Contact information for NextVolt Energy Texas, LLC ("NextVolt") together with contact information for the PUC and your Transmission Distribution Utility ("TDU") is located at the end of the document.

OBTAINING SERVICE AND RIGHT OF RESCISSION:

You have the right to choose your REP and, if you switch from one REP to your new REP without moving locations, you have the right to rescind your contract within a certain time after enrolling with your REP.

Unauthorized switching or "slamming". NextVolt must obtain your verifiable authorization before switching your electric service. Switching without such authorization is called "slamming" and is prohibited. If you believe your electric service has been switched without your authorization, you should contact NextVolt and request a copy of the authorization. NextVolt will deliver such authorization and verification to you within five business days. If you are not satisfied with NextVolt's response you may file a complaint with the PUC. Upon receipt of a complaint filed with the PUC, NextVolt must respond within 21 days of receipt of the complaint, providing all documentation relied upon by NextVolt related to the authorization to switch, and any corrective actions taken to date, if any.

If NextVolt is serving your account without proper authorization, NextVolt 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 and electricity facts label 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. If NextVolt serves you without proper authorization we will, 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, we would be responsible for paying all charges associated with returning your service to your REP of choice. For periods that NextVolt served you that are not billed to you by your original REP, NextVolt 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 switching REPs, you have the right to rescind your contract with the new REP without fee or penalty if you do so within 3 federal business days after receiving the terms of service from the new REP. Please see your terms of service for the details related to how to cancel your contract within the 3 federal business day window. This right of rescission does not apply to service requests for establishing electric services at a new location (commonly referred to as a "move-in").

BILLING ISSUES

Unauthorized Charges or "Cramming". Before any new charges for non-energy-related products or services are included on your electric bill, NextVolt 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. NextVolt 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 NextVolt to dispute such charges and may file a complaint with the PUC.

NextVolt 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, NextVolt 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 PUC on the amount of any unauthorized charge until it is refunded/credited. You may request all billing records under NextVolt's control related to any unauthorized charges within 15 business days after the date the unauthorized charge is removed from your bill. NextVolt 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 NextVolt immediately. NextVolt 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. NextVolt offers level or average payment plans to customers who are not currently delinquent in payment to NextVolt.

When establishing a deferred payment plan or a level or average payment plan for a customer who is delinquent in payment, NextVolt may require eligible customers to make an initial payment of no greater than 50% of the delinquent amount due. NextVolt may require the remaining delinquent amount to be 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, NextVolt must offer you a deferred payment plan or a level or average payment plan if any of the following apply to you: (1) are designated as a Critical Care Residential Customer or a Chronic Condition Residential Customer; or (2) have expressed an inability to pay, unless (a) you have been disconnected during the preceding 12 months; (b) you have submitted more than 2 payments during the preceding 12 months that were found to have insufficient funds available; or (c) you have been NextVolt’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.

NextVolt is not required to offer a payment plan to you if you are on an existing deferred, level, or average payment plan.

NextVolt must offer customers: (i) upon request, a deferred payment plan for bills that are due during an extreme weather emergency; (ii) as directed by the PUC during a state of disaster declared by the governor, in the area covered by the declaration, and (iii) 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, NextVolt 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 NextVolt 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, NextVolt 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 NextVolt for more information.

Financial and Energy Assistance. NextVolt may offer bill payment assistance to customers who express an inability to pay or need assistance with bill payment. REPs must also offer level or average payment plans. 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). Please contact NextVolt to receive more information about what payment options are available to you.

The Texas Department of Housing and Community Affairs (TDHCA) program, is a bill payment assistance program that may be available to you, offering assistance with energy bills, including past due utility payments. For more information you may email TDHCA at info@tdhca.state.tx.us, call 800.525.0657 or send written correspondence to TDHCA, P.O. Box 13941, Austin, TX 78711-3941.

Meter Reading and Testing. Please contact NextVolt for information regarding how to read your meter. You have the right to request a meter test. NextVolt may make this request to your Transmission Distribution Utility (TDU) on your behalf. If a test is performed 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 or NextVolt will advise you of the test result, including the test date, testing person and, if applicable, the removal date of the meter.

ERCOT Initiated Involuntary Load Shedding. The Electric Reliability Council of Texas (“ERCOT”) is in charge of managing the flow of electric power to over 26 Million Texans. ERCOT is responsible to ensure that the supply of electricity is sufficient to meet customer demand. When electric supply is insufficient to meet customer demand, ERCOT begins initiating its emergency protocols. As a last resort, ERCOT may instruct a TDU to implement controlled customer outages to reduce the demand for electricity. This process is referred to as “involuntary load shedding,” and during power emergencies, it can continue until the power emergency is resolved. During any such load shedding event, customers may lose power at varying times. Involuntary Load Shedding events are not controlled by NextVolt, but we will do our best to keep you informed in any such event. For more information on Involuntary Load Shedding, please see the following links:

Oncor	https://www.ongor.com/content/dam/ongorwww/documents/partners/rep/Load%20Shed%20Information.pdf
CenterPoint	https://www.centerpointenergy.com/en-us/Documents/CEHE-Load-Shed-Documen.pdf

AEP	https://www.aeptexas.com/outages/load-shed-information
TNMP	https://www.tnmp.com/sites/default/files/2021-12/tnmp-rep-load-shedding.pdf

DISCONNECTION OF SERVICE

Your REP can request the TDU disconnect your service in certain circumstances. In most circumstances, you have the right to receive 10-days' notice before being disconnected. If you have enrolled for a product other than a pre-paid product, and if you do not pay your electric bill by the due date, NextVolt may request that the TDU "disconnect" your electric service, after the expiration of a required 10-day notice period. The 10-day notice period begins once NextVolt issues you a written Disconnection Notice. This notice must be mailed to you separately (or hand-delivered) no earlier than the first day after the date your bill is due. The disconnection date must be 10 days or more from the date the notice is issued and may not fall on a holiday or weekend (or the day preceding) unless NextVolt's personnel are available to take payments and service can be reconnected. NextVolt will not disconnect your service before the first day after the disconnection date stated in the notice.

A home that has a resident that has been designated as a Critical Care/Chronic Condition Residential Customer shall receive a written disconnection notice not later than 21 days prior to the date service would be disconnected. Such notice will be sent to both the designated person and the secondary contact. (See Specialized Customer Services section for more details on designation qualifications).

In addition to disconnection of service due to your failure to pay your electric bill, NextVolt may be allowed to authorize disconnection for any of the reasons listed below:

- failure to make a deferred payment arrangement by the date of disconnection or comply with the terms of that arrangement or other payment agreement;
- using service in a manner that interferes with the service of others or the operation of nonstandard equipment;
- failure to pay a deposit required by NextVolt; or
- failure of a guarantor to pay the amount guaranteed when NextVolt has a written agreement, signed by the guarantor, which allows for disconnection of the guarantor's service.

If you are on a prepaid electric service product, you will receive a low account balance warning at least 1 day and not more than 7 days before your account's current balance is estimated to fall below the disconnection balance and you are subject to a disconnection. Additionally, NextVolt may not initiate a disconnection for your failure to maintain a current balance above the disconnection balance on a weekend day, during any period during which your specified mechanisms for payment are not available or our customer service center is not operating, or during an extreme weather emergency. NextVolt also may not initiate disconnection of service if you receive a commitment from an energy assistance agency to establish a current balance above the disconnection balance.

In addition to disconnection for failure to maintain a current balance above the disconnection balance, if you are on a prepaid electric service product, NextVolt, following proper notice, may be allowed to authorize disconnection if you fail to comply with the terms of a deferred payment plan. NextVolt is not required to provide you with notice before you are disconnected under certain circumstances. The PUCT allows NextVolt to authorize your TDU to disconnect your electric service without prior notice to you in the event of the presence of a dangerous condition, theft of service, unauthorized service, or equipment tampering.

NextVolt may not authorize disconnection of your electric service for any of the following reasons: (i) failure to pay for electric service by a previous occupant of the premise if that occupant is not of the same household or business, (ii) failure to pay any charge unrelated to electric service, (iii) failure to pay a different type or class of electric service not included on the account's bill when service was initiated, (iv) failure to pay under-billed charges that occurred more than 6 months earlier (except theft of service), (v) failure to pay any disputed charges until NextVolt or the PUCT determines the accuracy of the charges and you have been notified of this determination; (vi) failure to pay an estimated bill unless the estimated bill is part of a pre-approved meter-reading program or in the event the TDU is unable to read the meter due to circumstances beyond its control (not applicable to prepaid service); or (viii) for non-payment during an extreme weather emergency, (ix) for residential customers, if NextVolt receives notification by the final due date stated on the disconnection notice that an energy assistance provider will be forwarding sufficient payment on your account, and you have paid or made payment arrangements to pay any outstanding debt not covered by the energy assistance provider's payment.

Additionally, NextVolt may not authorize disconnection of your electric service for non-payment, if you are a residential customer designated as Critical Care, and if you establish that disconnection of service will cause some person at the residence to become seriously ill or more seriously ill. Each time you seek to avoid disconnection for such reason, you shall accomplish each of the following:

1) have the ill person's attending physician contact NextVolt to confirm that the customer is a Critical Care Residential Customer, 2) have the ill person's attending physician submit a written statement to NextVolt confirming that the customer is a Critical Care Residential Customer; and 3) enter into a deferred payment plan with NextVolt. This prohibition from disconnection for a Critical Care Residential Customer shall last for 63 days from the issuance of the bill for electric service (or a shorter period agreed upon by you, your secondary contact, or the attending physician and NextVolt).

RESTORATION OF SERVICE AFTER A DISCONNECTION.

If your service has been disconnected by NextVolt for non- payment, NextVolt will, upon your satisfactory payment of all past due amounts, notify your TDU to reconnect your service. If you are on a prepaid electric service product, NextVolt will send a reconnect order to your TDU once you have restored your current balance to a level at or above the connection balance, which will require you to pay off any negative balance and all applicable TDU fees. If your service was disconnected due to a dangerous situation, your service will be reconnected once you demonstrate to NextVolt that you have corrected the dangerous situation. If your service was involuntarily disconnected for a reason other than non-payment or the existence of a dangerous situation, please notify NextVolt immediately, and we will work to expeditiously address the issue and, when and if possible, send a reconnect order to your TDU.

DISPUTES WITH YOUR REP

Complaint Resolution. Please contact NextVolt if you have specific comments, questions or complaints. Upon receipt of a complaint, NextVolt 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. NextVolt 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 PUC 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 bill, NextVolt 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, NextVolt may disconnect your service for non- payment of any undisputed portion of the bill.

OTHER PROTECTIONS

Do Not Call List. The PUC maintains a "Do Not Call List" of customers who do not want to receive telemarketing calls for electric service. Call toll-free 1-866-TXNOCAL(L) or 1-866-896-6225, or visit the PUC website at www.puc.state.tx.us to subscribe to the Do Not Call List.

Language Availability. You may request to receive information from NextVolt in Spanish, or any language in which you were initially solicited. This includes the Terms of Service Agreement, Electricity Facts Label, bills and bill notices, 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, NextVolt 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 PUC, an agent of NextVolt, consumer reporting agencies, law enforcement agencies or your TDU. NextVolt 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. Small commercial customers may contact NextVolt or their TDU and designate that their prior historical usage is competitively sensitive in order to prevent the release of this information.

Special Services. NextVolt 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 NextVolt 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, NextVolt 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 NextVolt 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 NextVolt 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.

Governmental Entities: If you are a governmental entity as defined in the Prompt Payment Act (PPA), TEX. GOV'T CODE, Chapter 2251 (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2251.htm>), it is your responsibility to inform NextVolt of your status so that the Prompt Payment Act ("PPA") protections can be applied. If you are a governmental entity subject to the PPA, your payment shall become overdue as provided in the PPA and interest on an overdue payment shall be calculated by you pursuant to the terms of the PPA and remitted to your REP with the overdue payment. Billing disputes between a governmental entity, as defined in the PPA, and NextVolt about any bill for NextVolt's service, shall be resolved as provided in the PPA.

Outages and Emergencies – Residential or Small Commercial Customers(24 Hours a Day/7 Days a week).

Oncor	1-888-313-4747
CenterPoint Energy	1-800-332-7143
TNMP	1-888-866-7456
AEP	1-866-223-8508

NEXTVOLT CONTACT INFORMATION

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