



## YOUR RIGHTS AS A CUSTOMER

This document summarizes Your Rights as a Customer ("YRAC"). The YRAC is based on customer protection rules adopted by the Public Utility Commission of Texas ("PUCT") that apply to all retail electric providers ("REPs"). You may view these rules at <https://www.puc.texas.gov/agency/rulesnlaws/subrules/electric/electric.aspx>. Contact information for Elevate Energy, LLC d/b/a Fanfare Energy ("Company"), the PUCT, and your Transmission Distribution Utility ("TDU" or "TDSP") is located at the end of this document.

### OBTAINING SERVICE and RIGHT OF RECISSION

You have the right to choose your REP and you have the right to rescind your contract (for switch requests only) within a certain time after enrolling with your REP.

**Unauthorized switching or "slamming".** Company 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 Company and request a copy of the authorization. Company will deliver such authorization and verification to you within five business days. If you are not satisfied with Company's response you may file a complaint with the PUCT. Upon receipt of a complaint filed with the PUCT, Company must respond within 15 calendar days of receipt of the complaint, providing all documentation relied upon by Company related to the authorization to switch, and any corrective actions taken to date, if any.

If Company is serving your account without proper authorization, Company 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 Company serves you without proper authorization, Company will, within 5 days from the date that your service is returned to your original REP, refund all charges paid for the period the original REP ultimately bills you and will be responsible for paying all charges associated with returning your service to your REP of choice. For periods that Company served you that are not billed to you by your original REP, Company 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 to Company, you have the right to rescind your Agreement without fees or penalties of any kind by contacting Company before midnight of the 3<sup>rd</sup> federal business day after the date you first receive your Terms of Service. 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 MATTERS

**You have the right to dispute unauthorized charges or “cramming”.** “Cramming” is the practice of adding unauthorized charges for any services to your electric bill without your verified consent. Cramming is illegal in Texas, and you are not required to pay for unauthorized charges. If you believe your electric bill includes unauthorized charges you should contact Company to dispute these charges and if you are unable to come to a satisfactory resolution, you may file a complaint with the PUCT.

Company cannot and will not seek to disconnect your electric service for nonpayment of an unauthorized charge or file an unfavorable credit report against you for disputed unauthorized charges, unless the dispute is ultimately resolved in Company’s favor. If the charges are determined to be unauthorized, Company must stop charging you for the unauthorized product or service, remove the unauthorized charges from your bill, and refund or credit money you have paid for the charges within 45 days. If charges are not refunded or credited within 3 billing cycles, Company will pay interest to you at an annual rate established by the PUCT on the amount of any unauthorized charge until it is refunded or credited to you. Within 15 days following the date the unauthorized charge is removed from your bill, you may request all billing records and/or summary of usage and payment records related to the unauthorized charges from Company. Company will not re- bill or re-charge you for any charges determined to be unauthorized.

**You may be eligible for Deferred Payment Plans or other Payment Arrangements.** If you have enrolled for a product other than a pre-paid product, and you are having difficulties paying your bill, please call Company immediately. Company 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". A Deferred Payment Plan is an extended payment plan, which allows you to pay an outstanding balance in installments over a period of time. Applicants must meet Company’s eligibility requirements, and before starting a deferred payment plan, Company may require a down payment of up to 50% of the total amount due. Company may also ask you to pay the balance owed on the deferred payment plan in equal amounts over no more than 5 billing cycles. If you establish a deferred payment plan, Company will confirm the details of the plan in writing to you. If you establish a deferred payment plan, Company may put a switch-hold on your account that will be removed after your deferred balance is paid and processed. If you are disconnected for nonpayment while a switch-hold is in place, a payment will be required to resume service and you will not be able to obtain services from another provider until you pay the total deferred balance. A deferred payment plan and a level or average payment plan may include a 5% penalty for late payment.

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

**If you are on a prepaid electric service product** your REP must offer you a deferred payment plan upon request if your prepaid account balance reflects a negative balance of \$50 or more during an extreme weather emergency if you make the request for a deferred payment plan within one business day after the weather emergency has ended, or if you were underbilled by \$50 or more for reasons other than theft of service, or during a state of disaster declared by the governor if you are in an area covered by the declaration and the PUCT directs that REPs offer.. Company may require that no more than fifty percent of each transaction amount be applied towards

the deferred payment plan or an initial payment of no greater than fifty percent of the amount due be made, with the remainder of the deferred amount paid in installments.

**You may be eligible for a Level Billing Plan.** If you have enrolled for a product other than a pre-paid product, REPs must offer a level or average payment plan to customers who are not currently delinquent in payment to the REP. Additionally, a level or average payment plan shall be offered to certain residential customers for bills that become due during July, August, and September and if certain conditions apply, January and February. Your REP may apply a switch-hold to your account if you are delinquent in payment when the level or average payment plan is established. In addition, if you do not fulfill the terms of the level or average payment plan, your REP may disconnect your service as discussed further below. For additional details on level or average payment plans, please see your Terms of Service Agreement or contact Company.

For a bill that becomes due in January or February, (if in the prior month your TDSP notified the PUCT 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, Company must offer you a deferred payment plan or a level billing plan if you: (i) are designated as a Critical Care Residential Customer or a Chronic Condition Residential Customer; or (ii) 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 Company'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, Company is not required to offer a payment plan to a customer if the customer is on an existing deferred, level, or average payment plan.

**If you are financially disadvantaged, you may be entitled to additional assistance.** If you are an economically disadvantaged residential customer, you may have the right to bill payment assistance or a discount. If a residential customer contacts Company and indicates an inability to pay, Company will inform the customer of all applicable payment options and payment assistance programs that are offered by or available from Company. 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 150% of the federal poverty guidelines may qualify for energy assistance from the Texas Department of Housing and Community Affairs (TDHCA) in their name from the Texas Department of Human Services may be eligible for other payment assistance benefits. Please contact Company to learn more.

## **SWITCH-HOLDS**

In certain situations, Company may apply a switch-hold to your account. Company may apply a switch-hold to your account if you enter into certain payment arrangements or if there is evidence that your meter has been tampered with. A switch-hold means that you will not be able to buy electricity from other companies until you have satisfied the terms of your payment arrangement with Company or, in cases of meter tampering, have paid all applicable charges and back billing. While a switch-hold applies, if you are disconnected for not paying, you will need to pay Company to resume your electric service.

## **METER READING and TESTING**

**You have the right to understand how to read your meter and to request a meter test.** Please contact Company for information about how to read your meter. You also have the right to request a meter test. Company may make this request to your TDSP on your behalf. If a test is performed more than once in a 4-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 TDSP. The TDSP or REP will advise you of the test results, including the test date, testing person, and, if applicable, removal of the meter.

#### **TDU PROCEDURES FOR IMPLEMENTING ERCOT INITIATED INVOLUNTARY LOAD SHEDDING**

The Electric Reliability Council of Texas ("ERCOT") manages 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 TDSP 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 Company or any other REP; it is ordered by ERCOT. 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-Document.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>

Lubbock Power & Light <https://lpandl.com/assets/uploads/docs/lpl-loadshed-insert-final.pdf>

## **DISCONNECTION of SERVICE**

**Your REP can request the TDSP 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, Company may request that the TDSP "disconnect" your electric service after the expiration of a required 10-day notice period. The 10-day notice period begins once Company 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 Company's

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personnel are available to take payments and service can be reconnected. Company 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, Company 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 Company; or
- failure of a guarantor to pay the amount guaranteed when Company 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, your REP 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. Your REP 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, your REP, following proper notice, may be allowed to authorize disconnection if you fail to comply with the terms of a deferred payment plan. Your REP is not required to provide you with notice before you are disconnected under certain circumstances. The PUCT allows Company to authorize your TDSP 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.

Your REP 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 Company 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 TDSP is unable to read the meter due to circumstances beyond its control(not applicable to prepaid services); or (viii) for non-payment during an extreme weather emergency, (ix) for residential customers, if Company 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, Company 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 Company to confirm that the customer is a Critical Care Residential Customer, 2) have the ill person's attending physician submit a written statement to Company confirming that the customer is a Critical Care Residential Customer, and 3) enter into a deferred payment plan with Company. 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 Company).

#### **Restoration of Service After a Disconnection.**

If your service has been disconnected by Company for non-payment, Company will, upon your satisfactory correction of the reasons for the disconnection, notify your TDSP to reconnect your service. If you are on a prepaid electric service product, your REP 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 Company that you have corrected the dangerous situation.

## **DISPUTES WITH YOUR REP/COMPLAINT RESOLUTION**

Contact Company if you have comments, questions, or complaints. Upon receipt of a complaint, Company must investigate and notify you of the results of their investigation within 21 days. If you are not satisfied with the results of the investigation, you may request a supervisory review, if available. Company will advise you of the results of the supervisory review within 10 business days of your request. If you are not satisfied with the results of the investigation or supervisory review, you may file a complaint with the PUCT and the Office of the Attorney General, Consumer Protection Division. If a complainant is dissatisfied with the results of their REP's complaint investigation or supervisory review, their REP will advise the complainant of the PUCT's informal complaint resolution process and the following contact information for the commission: Public Utility Commission of Texas, Customer Protection Division, P.O. Box 13326, Austin, Texas 78711-3326; (512) 936-7120 or in Texas (toll-free) 1-888-782-8477, fax (512) 936-7003, e-mail address: [customer@puc.texas.gov](mailto:customer@puc.texas.gov), Internet website address: [www.puc.texas.gov](http://www.puc.texas.gov), TTY (512) 936-7136, and Relay Texas (toll-free) 1-800-735-2989.

If the complainant is not satisfied with the results of the informal complaint process, the complainant may file a formal complaint with the PUCT within two years of the date on which the commission closes the informal complaint.

For a complaint involving a disputed bill, Company will not initiate collection activities or termination/disconnection activities or report the delinquency to a credit reporting agency with respect to the disputed portion of the bill. However, after appropriate notice, Company may send a termination/disconnection notice for non-payment of any undisputed portion of the bill. For where to file such a complaint, please see the PUCT contact information located at the bottom of this document.

## ADDITIONAL PROTECTIONS

**You have the right to receive certain information in English, Spanish, or the language in which you were initially solicited.** You may request to receive information from Company in Spanish, or any language in which you were initially solicited. This includes the Terms of Service Agreement, Electricity Facts Label, Prepaid Disclosure Statement (if you are on a prepaid electric service product), bills and bill notices, information on new electric services, discount programs, promotions, and access to customer assistance. You will receive this YRAC and disconnection notices in English and Spanish, or if you have designated a language other than Spanish and were originally solicited in that designated language, English and your designated language.

**You have the right to apply for Critical Care Residential Customer or Chronic Condition Residential Customer designation.**

If you or a person permanently residing in your home has been diagnosed by a physician as being dependent upon an electric powered medical device to sustain life, you qualify to be designated as a Critical Care Residential Customer. In addition, if you or a person permanently residing in your home 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, you qualify to be designated as a Chronic Condition Residential Customer.

You should contact Company when such service needs arise, as it is your responsibility to advise Company of this need. Company will not disconnect for non-payment if you inform us, prior to the disconnection date stated on the notice, that you have a critical need for electric service, as determined through qualifying as either a "critical care residential customer" or a "chronic condition residential customer." To qualify as a critical care or chronic condition residential customer, you must complete an Application for Chronic Condition Residential Customer or Critical Care Residential Customer Status.

At your request, Company will provide you with a PUCT-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 TDSP by facsimile or other electronic means. The TDSP may verify the physician's identity and signature and may deny an application if the TDSP determines that the identity or signature of the physician is not authentic. The TDSP will notify you and Company of the final status of the application process, including whether you have been designated for Critical Care Residential Customer or Chronic Care Residential Customer status. The TDSP will also notify of the date a designation, if any, will expire, and whether you will receive a renewal notice. If the TDSP does not approve your application, you may file a complaint with the PUCT. 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 TDSP 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 Company or the TDSP 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 TDSP immediately regarding possible deferred payment options or other assistance that may be offered by the REP or TDSP.

Company will not disconnect for non-payment if you inform us, prior to the disconnection date stated on the notice, that disconnection of service at the premise will cause some person residing at the premise to become seriously ill or more seriously ill. However, to obtain this exemption, you must submit a letter signed by the person's attending physician attesting to the necessity of electric service to support life and/or that disconnection will cause someone to become seriously ill or more seriously ill and enter into a deferred payment plan prior to the stated disconnection date. This exemption from disconnection will only be in effect for 63 days. You must apply again after the 63 days has expired and a deferred payment plan has been fulfilled to avoid disconnection of service. Please be advised that to avoid disconnection of service this process must be taken every time you receive a disconnection notice in the mail, and you are not in a financial position to pay your bill prior to the disconnection date. Critical Care Residential Customer or Chronic Condition Residential Customer qualification does not guarantee an uninterrupted power supply. If electricity is a necessity, you may need to make other arrangements. Please call us at 888-923-3633 to request a Critical Care Residential Customer or Chronic Condition Residential Customer eligibility form.

## OTHER PROTECTIONS

**You have the right to register for the "Do Not Call List".** The PUCT maintains a "Do Not Call List" of customers who do not want to receive telemarketing calls for electric service. 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. You must pay a fee to register for the electric no-call list and registration of a telephone number on the electric no-call list expires on the fifth anniversary of the date the number is first published on the list. Registration of a telephone number on the electric no-call list can be accomplished via the United States Postal Service, Internet, or telephonically. The customer registration fee, which cannot exceed five dollars per term, must be paid by credit card when registering online or by telephone. When registering by mail, the fee must be paid by credit card, check or money order. A customer that registers for inclusion on the electric no-call list may continue to receive calls from telemarketers other than REPs, and 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.

**If you want to be put on the Do Not Call List, please call toll-free 1-888-309-0600, or visit [www.TexasNoCall.com](http://www.TexasNoCall.com) or the PUCT website at [www.puc.texas.gov](http://www.puc.texas.gov) to subscribe to the Do Not Call List.**

### **Privacy and your Personal Information**

**You have the right to have your personal information kept private.** With some exceptions, Company may not share your Proprietary Information with any other person without your consent. "Proprietary Information" 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 allowed by law, including release to the PUCT, an agent of Company, consumer reporting agencies, law enforcement agencies, or your TDSP. Company may also share this information with a third party for the purpose of marketing the third party's products or services to you after you are provided an opportunity to opt-out of the release of your Personal Information. In addition, this prohibition does not apply to the release of your historical electricity usage upon request



and authorization of a current customer or applicant of a premise. Industrial and commercial customers may contact Company or their TDSP and designate that their prior historical usage is competitively sensitive to prevent the release of this information. Under no circumstances will Company sell, make available for sale, or authorize the sale of any customer-specific information or data obtained.

**You have the right to inquire about any special services offered by your REP.** Your REP may offer services for hearing or visually impaired customers or others with physical disabilities. Contact Company to see what options are available to you.

## OUTAGES and TDU CONTACT INFORMATION

**You have the right to information on how to report an outage.** If you report an outage to Company, we will report the outage to your TDSP, but for faster reporting, please contact your TDSP directly. Your REP must provide you with the telephone number you can use to report outages or other emergencies. These numbers are:

<b>AEP</b>	<b>1-866-223-8508</b>
<b>CenterPoint</b>	<b>1-800-332-7143</b>
<b>Lubbock Power &amp; Light</b>	<b>1-806-775-2509</b>
<b>Oncor</b>	<b>1-888-313-4747</b>
<b>TNMP</b>	<b>1-888-866-7456</b>

*Outages and Emergencies (24 Hours a Day/7 Days a week)*

## CONTACT INFORMATION

**Company Name:** Elevate Energy, LLC d/b/a Fanfare Energy

PUCT Certification No.: 10353

Mailing Address: P.O. Box 1288, Greens Farms, CT 06838

Customer Care Toll Free: (855) 955-5303

Fax: N/A

Customer Care Hours: Monday through Friday 7 a.m. - 7 p.m., CST, excluding holidays

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E-mail: [Care@fanfareenergy.com](mailto:Care@fanfareenergy.com)

Internet Address: [www.fanfareenergy.com](http://www.fanfareenergy.com)

**Public Utility Commission of Texas Consumer Protection Division**

Mailing Address: P.O. Box 13326, Austin, Texas 78711-3326

Direct: (512) 936-7120

Toll Free: (888) 782-8477

Fax: (512) 936-7003

E-mail: [customer@puc.texas.gov](mailto:customer@puc.texas.gov)

Internet Address: [www.puc.texas.gov](http://www.puc.texas.gov)