



## **SimpleFlex - Airline Rewards (Residential) Notice of Price, Terms, and Conditions of Service**

Public Utilities Code Section 986 requires that each registered Core Transport Agent (CTA) offering natural gas (gas) service to residential and small commercial customers provide the potential customer with this written notice prior to the commencement of service. This written notice describes the price, terms and conditions of service that will apply to you, if you decide to purchase gas from XOOM Energy California, LLC ("XOOM Energy").

XOOM Energy California, LLC is a registered CTA with the California Public Utilities Commission. Our CTA registration number is CTA0020. Our address is 804 Carnegie Center, Princeton, NJ 08540. Our telephone number is 1-888-997-8979.

### **Summary**

This notice contains important information regarding the price, terms, and conditions of service with XOOM Energy. This summary describes some of the more important points covered in this notice. You should, however, read the entire notice so that you understand all of the price, terms, and conditions which apply to you.

Your total price of gas for usage up to your baseline allocation is estimated to be \$2.4389 per therm.<sup>1</sup> This estimated total price of gas includes the estimated price charged by XOOM Energy for the gas it supplies to you under your service agreement with the company, the estimated price charged by your local gas utility to transport the gas to your home or business, and all other estimated charges that are assessed on the basis of usage, including taxes and fees.<sup>2</sup>

You will also be charged a monthly administrative fee of \$2.99 by XOOM Energy and are responsible for any additional charges or fees imposed by your local utility.

By choosing XOOM Energy to be your CTA, you agree to let XOOM Energy be your gas provider for a period of twelve (12) months ("Initial Term"). Subject to governing law, XOOM Energy can renew your service agreement with new or revised Terms. XOOM Energy



will send you written notice at least (30) days before the end of the Initial Term. The notice will specify the date by which you must advise XOOM Energy if you do not want to renew your service agreement and will specify any new or revised terms. If you do not advise XOOM Energy by the specified date, your service agreement will automatically renew at the fixed rate or variable rate then in effect in accordance with the notice. Should you decide to terminate this arrangement earlier, you will not pay an early termination fee.

You may cancel your acceptance of the service agreement with XOOM Energy at any time prior to midnight of the thirtieth (30th) calendar day after the date of the first bill from your utility that includes XOOM Energy charges for gas supply service, without penalty or cancellation fee, by calling XOOM Energy at 1-888-997-8979 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com).

### **Your Right to Choose**

You have the right to choose who you want to purchase your gas from. If you select a CTA to supply you with gas, your existing gas utility will still be responsible for ensuring that the gas is transported to your residence or business.

If you choose XOOM Energy to be your CTA, please be aware that it does not offer a low-income assistance program that provides a discount on your gas bill. However, if you qualify, you may be eligible for low income assistance for the gas transport service provided by your existing gas utility. You should contact the gas utility to see if you are eligible for such assistance, and to apply with the gas utility if you are eligible for such assistance.

In selecting a CTA, you should be aware that the CTA may require you to enter into a contract for a fixed period of time, rather than on a month to month basis. If you enter into a contract for a fixed period of time, and you decide to switch your gas provider before the contract term is up, you may be obligated to pay certain fees or penalties for early termination of the contracts.<sup>3</sup>

Should any CTA refuse to provide you with gas service, you have the right to request, within thirty days from the date service was denied, that the CTA send you a written explanation of why the CTA denied you service.

### **Verification That You Want a New Provider of Gas**



If you decide to purchase your gas from someone other than your current provider of gas, whether it be a CTA or your gas utility, the law requires the new CTA or the gas utility to verify that you agree to the change in your provider. This verification can take place in several ways.

If you are a residential customer and you are contacted by a CTA, and you agree to switch to the CTA as your new gas provider, the CTA is required to connect you to a “third-party verification company,” or to have the third-party verification company call you, to confirm that you agree to switch to the new CTA. The third-party verification company may ask you for certain identifying information such as your name, your address, your current gas provider and account number, and whether you agree to the switch to the new CTA that you have selected. You should be careful not to disclose any more information than necessary to confirm the switch. The third-party verification company can use the information that you provide only to confirm that you agree to the switch in provider. An unauthorized release of the information you supplied to the third party verification company is grounds for a civil lawsuit. You may also request the third-party verification company for a copy of the record that confirms you have agreed to switch to the new provider of your choice.

If you are a residential customer and you directly contact the CTA that you want to switch to, the CTA is not required to use the third-party verification process described above. Instead, your contact with the CTA is sufficient to confirm that you agree to switch gas supply service to that CTA.

If you are a small commercial customer, the CTA must confirm your agreement to switch to the new provider in one of four ways. First, the new CTA can use the third-party verification process described above. The second method is for the new CTA to mail you an information package regarding your agreement to switch, and you return the written confirmation to switch. The third method is that the new CTA may have you sign a document which explains to you the effect of the change to a new CTA. And the fourth method is for the new CTA to obtain your consent through electronic means, such as e-mail or a facsimile authorization consenting to the switch to the new CTA.

### **Your Total Price of Gas**



During the Initial Term of your service agreement with XOOM Energy, the total price of gas delivered to your home or business for usage **up to your baseline allocation** is estimated to be \$2.4389 per therm, including taxes and fees.<sup>4</sup> This estimated total price consists of the following:

1. An estimated price of \$0.3990 per therm for the gas supplied to you by XOOM Energy. This estimated price of gas is for illustrative purposes only. Your actual price of gas will be a variable rate that may change on a monthly basis and may be higher or lower than your local utility's price of gas.<sup>5</sup>
2. Charges imposed by your gas utility to transport your gas to your home or business.<sup>6</sup> Those charges are estimated to total \$1.8592 per therm based on the following charges:

Baseline Transportation Costs:	\$1.74708	per therm
Gas Franchise Fee Surcharge:	\$0.00162	per therm
Public Purpose Surcharge:	\$0.11051	per therm

3. The Utility Users Tax assessed by your city or county government on services provided by your gas utility, which for illustrative purposes is estimated to be 8.00%.<sup>7</sup>

The total price of gas delivered to your home or business for usage **in excess of your baseline allocation** is estimated to be \$2.9178 per therm, including taxes and fees.<sup>8</sup> This estimated total price consists of the following:

1. An estimated price of \$0.3990 per therm for the gas supplied to you by XOOM Energy. This estimated price of gas is for illustrative purposes only. Your actual price of gas will be a variable rate that may change on a monthly basis and may be higher or lower than your local utility's price of gas.<sup>9</sup>
2. Charges imposed by your gas utility to transport your gas to your home or business.<sup>10</sup> Those charges are estimated to total \$2.3027 per therm based on the following estimated charges:



Excess Transportation Costs:	\$2.19053	per therm
Gas Franchise Fee Surcharge:	\$0.00162	per therm
Public Purpose Surcharge:	\$0.11051	per therm

3. The Utility Users Tax assessed by your city or county government on services provided by your gas utility, which for illustrative purposes is estimated to be 8.00%.<sup>11</sup>

In addition to the total price of gas delivered to your home or business, you will be charged a monthly administrative fee of \$2.99 by XOOM Energy. You will also be responsible for any additional fees or charges imposed by your gas utility.

The following table provides you with an estimate of your monthly gas bill based on the total price of gas delivered to your home or business and estimated monthly usage, plus the monthly administrative described above.<sup>12</sup>

Monthly Usage (in therms)	Estimated Monthly Bill
10	\$27.62
25	\$68.99
50	\$141.93
75	\$214.88
100	\$287.82
150	\$433.71
200	\$579.60
250	\$725.49
275	\$798.44
300	\$871.38
400	\$1,163.16
500	\$1,454.94
600	\$1,746.72
700	\$2,038.50
800	\$2,330.28
900	\$2,622.06
1000	\$2,913.84



## Description of Terms and Conditions of Service

**We Are Committed To Your Satisfaction:** If you are not completely satisfied with XOOM Energy California's SimpleFlex - Airline Rewards plan for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance to the terms contained herein.

**Acceptance into the Program:** These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

**Local Utility Services:** XOOM Energy is an independent retail marketer of natural gas and is not affiliated with your local gas utility. Your local utility will continue to deliver your gas, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. Your bill will be based on monthly meter readings provided to XOOM Energy by your local utility.

**Price:** Your price of gas will be a variable rate, per therm, that may change on a monthly basis, plus taxes and fees, if applicable, and a monthly administrative fee of \$2.99. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM Energy's pricing strategies. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of your service agreement, including transportation charges payable for Core Aggregation Service.

**Deposits:** If an advance deposit is required, Public Utilities Code Section 985(g) provides that the deposit amount cannot be more than your estimated bill for a three-month period.

**Billing:** Although you, the customer, will be purchasing gas from a CTA, it will



arrange to have the gas utility send you a single bill for the gas utility's charges and for the CTA's charges. Should you own any past due amounts on your bill, the gas utility is responsible for collecting any past due amount from you. If you fail to pay any past due amount owed to the gas utility, the gas utility may then disconnect your service. If you fail to pay any past due amount owed to your CTA, it may transfer your gas service back to the gas utility, who may then disconnect your gas service if you fail to pay the gas utility's charge. If your gas service is disconnected, you may be obligated to pay a **disconnect fee** to the gas utility. In order to reestablish gas service, you may have to pay a reconnection fee to the gas utility.

**Credit, Payment and Collection:** Your bill will be based on monthly meter readings provided to XOOM Energy by your local utility. If there is an error in your meter reading, XOOM Energy will adjust its bill to you upon your local utility providing a corrected meter reading to XOOM Energy. Your service agreement with XOOM Energy is contingent upon a satisfactory credit review and maintenance of good credit, including your representation that you are financially able and willing to fulfill the terms and conditions of the agreement and that you have not filed, are in the process of filing or plan to begin any bankruptcy proceedings. Bill payments not received by XOOM Energy by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM Energy will charge a \$35 return check fee for all returned checks. XOOM Energy may terminate your service agreement with ten (10) days written notice for non-payment. In all events, you shall remain obligated to pay for all gas received by you and any interest, fees and penalties incurred by XOOM Energy. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM Energy.

**Renewal Notice, Notification of Changes:** Subject to governing law, XOOM Energy can renew this Agreement with new or revised Terms. XOOM Energy will send you written notice at least (30) days before the end of the Term. The notice will specify the date by which you must advise XOOM Energy if you do not want to renew your Agreement. If you do not advise XOOM Energy by the specified date, this Agreement will automatically renew at the fixed rate or variable rate then in effect in accordance with the notice. XOOM Energy reserves the right, with fifteen (15) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff or other change in procedure required by





any third party that may affect XOOM Energy's ability to continue to serve you under this Agreement.

**Moving:** When moving to an address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

**Assignment:** This Agreement or any XOOM obligations hereunder are assignable by XOOM. You may not assign this agreement without XOOM Energy's written consent.

**Service Complaints:** For service problems you should contact your local utility. IF YOU SMELL GAS OR SUSPECT YOU SMELL GAS, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LOCAL UTILITY or 911.

**Your Authorization to Release Your Information for Use and Sharing:** By entering into this contract, you authorize us to act on your behalf under your utility's tariffs in accordance with the rules and regulations of the state public utility commission ("PUC") where you take service. You further acknowledge that this contract provides authorization for your local utility to release all information regarding your energy supply account(s) to us so we can provide the services described herein. This information may include, but is not limited to, usage information, billing determinants, bill cycle, budget billing status, address, account type, tax exemption status, rate service class, load profile, demand data, meter number, special account exceptions, public assistance status, existence of medical emergencies or disability, tax status and eligibility for economic development or other incentives, standard service status, electronic interval data when available, credit information when applicable, and all other data and information permitted by law to be disclosed to us to provide our services.

We also obtain information about you as outlined in our privacy policy (posted on our website) such as when you voluntarily provide personal information to us, use our website or mobile





applications, or when we add information about you to your account profile from publicly available sources.

We will maintain the confidentiality of your personal information including your name, address, telephone number, email, account numbers, energy usage and historic payment information as required by applicable PUC regulations as well as federal and state laws.

Our use and sharing of your information will be consistent with the purposes and uses disclosed in our privacy policy, as amended from time to time and posted on our website. Your information may be disclosed if required by law, such as pursuant to a lawfully issued subpoena or other legal process. Further, you understand that your information may be disclosed to an affiliate or a third-party to provide services or products to you, and any disclosure of such information will be made under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to you or improved products to us. This authorization also allows us to contact you about our other products and services and to share information about your account with any designated rewards partner or with any affiliate, third-party vendor or marketing partner we use to provide services and rewards to you. We reserve the right to share your information with our affiliates and marketing partners, to the extent permitted by law and/or as authorized when you provide your consent.

If you do not wish for us to use or share information about your account in the manner described above, you may cancel this contract by calling us at our contact information listed herein.

**Limitation of Liability and Warranty:** XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **Complaint Procedures**

Different complaint procedures apply depending upon whom you have a dispute with.



If you have a billing-related dispute concerning the **gas utility's** charges, or a dispute regarding the manner in which the gas is distributed to your residence, you may submit an informal complaint to the California Public Utilities Commission (CPUC) for an attempt at resolving the matter. If the matter is not resolved, you may file a formal complaint with the CPUC if you meet the conditions set forth in Article 4 of the CPUC's Rules of Practice and Procedure.

If you have a billing-related or service-related dispute with your CTA, you may complain to the CPUC. The CPUC shall first attempt to informally resolve your complaint through the informal complaint process. If the matter cannot be resolved satisfactorily, you may file a formal complaint against the CTA with the CPUC or file a complaint against the CTA, as described in the "Dispute Resolution" and "Arbitration" sections, below. Review these sections carefully, as they limit the venues in which you can seek resolution of disputes.

If you file or submit a complaint with the CPUC against a gas utility or a CTA, you gas service cannot be disconnected if you deposit the disputed amount with the CPUC in an escrow account.

If you have any questions regarding the CPUC complaint procedures, you may contact the Consumer Affairs Branch (CAB) or the Public Advisor's Office of the CPUC. The CAB may be reached at 1-800 649-7570, and the Public Advisor's Office may be reached at 1-866-849-8390.

**Dispute Resolution:** This contract requires arbitration, except for cases that can be brought in small claims court. This contract also does not permit class actions. See "Arbitration", "Class Action Waiver" and "Waiver of Right to Trial By Jury" below for more details.

**Arbitration:** ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT THAT CAN LAWFULLY BE ARBITRATED SHALL BE RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA CONSUMER ARBITRATION RULES, UNLESS THAT DISPUTE OR CLAIM COULD BE BROUGHT AS A SMALL CLAIMS ACTION IN A CALIFORNIA SMALL CLAIMS COURT. IF THE DISPUTE OR CLAIM COULD BE BROUGHT IN SMALL CLAIMS COURT, THEN EITHER PARTY MAY ELECT TO PROCEED IN SMALL CLAIMS COURT. HOWEVER, WITH THIS EXCEPTION, BY



ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT. “DISPUTES OR CLAIMS” INCLUDE CLAIMS ARISING UNDER THE CALIFORNIA CONSUMER PRIVACY ACT OR ANY OTHER FEDERAL OR STATE LAWS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD, BUT AN ARBITRATOR’S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. COPIES OF THE AAA CONSUMER ARBITRATION RULES AND ADDITIONAL INFORMATION ABOUT ARBITRATION ARE AVAILABLE AT THE AAA’S WEBSITE: [HTTPS://WWW.ADR.ORG/RULES](https://www.adr.org/rules). IF YOU FILE FOR ARBITRATION, THE AAA RULES LIMIT THE FEES AND COSTS THAT YOU WILL PAY TO THE AAA AND ARBITRATOR. YOU WILL STILL BE RESPONSIBLE FOR YOUR OWN LEGAL FEES AND COSTS, AS IF YOU WERE IN COURT, BUT THE ARBITRATOR MAY AWARD YOU THOSE FEES TO THE EXTENT AUTHORIZED BY LAW. THE ARBITRATION WILL BE HELD IN CALIFORNIA IN A LOCATION DETERMINED BY THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO HIS OR HER JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION PROVISION, AS WELL AS THE CLASS ACTION WAIVER SET OUT BELOW. THE ARBITRATOR MAY AWARD THE CONSUMER ATTORNEYS’ FEES TO THE EXTENT AUTHORIZED BY LAW. NOTWITHSTANDING ANY OTHER STATEMENT OF APPLICABLE LAW HEREIN, BECAUSE THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**Class Action Waiver:** BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHT TO ARBITRATE OR LITIGATE IN COURT ANY DISPUTE OR CLAIM AS A CLASS ACTION OR COLLECTIVE ACTION, EITHER AS A CLASS REPRESENTATIVE OR MEMBER OR COLLECTIVE ACTION PARTICIPANT. YOU FURTHER AGREE THAT YOUR RIGHTS AS A CONSUMER UNDER THE CCPA ARE NEITHER WAIVED NOR IMPAIRED BY VIRTUE OF PROCEEDING IN A NON-CLASS, NON-CONSOLIDATED AND NON-JOINT ARBITRATION AUTHORIZED UNDER THIS AGREEMENT, NOR SHALL PROCEEDING IN A NON-CLASS, NON-COLLECTIVE OR NON-CONSOLIDATED AND NON-JOINT ARBITRATION BE DEEMED OR DETERMINED TO CONSTITUTE A WAIVER OR



IMPAIRMENT OF YOUR RIGHTS. IN THE EVENT AN ARBITRATOR DEEMS THIS CLASS ACTION WAIVER INVALID, THEN THE ARBITRATION PROVISION ABOVE SHALL BE NULL AND VOID.

**Waiver of Right to Trial by Jury:** IN ARBITRATION, EACH PARTY EXPRESSLY AND IRREVOCABLY WAIVES THEIR RIGHT TO A TRIAL BY JURY OF ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS ARISING UNDER THE CALIFORNIA CONSUMER PRIVACY ACT OR ANY OTHER FEDERAL OR STATE LAWS.

**Severability:** With the exception of the Class Action Waiver identified above, this Arbitration Agreement shall survive any determination by a Court or Arbitrator that a claim brought by either Party cannot be arbitrated under applicable law (“Non-Arbitrable Claim”). A determination that a claim is Non-Arbitrable shall not affect the question of whether other claims asserted by you or Xoom can be arbitrated. In the event that a Court or Arbitrator determines that any claim in the dispute is subject to arbitration (“Arbitrable Claim”), you agree that any and all Non-Arbitrable Claims shall be stayed in Court until the Arbitrable Claims are resolved in arbitration.

**Force Majeure/Uncontrollable Circumstances:** XOOM will not be responsible for supplying gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by a third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement.

**Entire Agreement:** This Agreement constitutes the entire Agreement and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.

**Miscellaneous:** You will promptly notify XOOM if there is any drastic change in your energy



consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of North Carolina without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays.

**TruEco plan:** If you enrolled in a TruEco plan, the origin, physical content, and emissions characteristics of the natural gas delivered to your home will not change. However, XOOM ensures that you are offsetting the estimated carbon dioxide (CO<sub>2</sub>) emissions associated with the stated percentage of your natural gas usage by purchasing carbon offsets under one or more third-party carbon offset standards. Under these standards, an offset credit is generated for each ton of carbon dioxide equivalent that is reduced or removed as part of a verified greenhouse gas reduction project. Offsetting one ton of carbon with carbon credit means there will be one less ton of carbon dioxide in the global atmosphere than there would have been. TruEco gas is not intended to address any other environmental impact of natural gas usage, including emissions related to the extraction, storage, or delivery of natural gas.

### **Notice of Your Right to Cancel**

You have the right to cancel your contract for gas service that you have entered into with your CTA.

For a residential gas customer, you have the right to cancel the contract until midnight of the thirtieth day after the date of the first bill for CTA service has been issued to you the customer.

For a core commercial gas customer, you have the right to cancel the contract until midnight of the third business day after the day on which you the customer signs an agreement or offer to purchase from the CTA.

Core commercial gas customers can also waive their right to cancel under Public Utilities Code §989.1(a) by signing a separate written waiver of your right to cancel and



returning that waiver to the CTA. This separate written waiver must be presented to you at the time you sign the agreement or offer to purchase from the CTA.

To cancel the CTA service agreement, you may send the CTA, at the address listed on page 1 of this notice, written notice of your cancellation within the time period specified above. You may also exercise your right to cancel by contacting the CTA at the telephone number listed on page 1, and informing the CTA that you want to cancel the service agreement. No fee or penalty may be imposed against you for exercising your right to cancel within the applicable time periods.

### **Your Rights If You Are Denied Service by the CTA**

If you are offered gas service by a CTA and it declines to provide the service to you, you have the right to request that the CTA provide you with a written reason as to why we declined to provide you with service. Your request for the written reason must be made within 35 days from the date that the CTA declined to provide service to you. The CTA then has 30 days from your request to provide you with the written reason as to why it declined to provide service to you.

If you disagree with the written reason as to why the CTA declined to provide service to you, you may submit an informal complaint to the CPUC to see if the CPUC can informally resolve this issue.



## **XOOM Energy Airline Rewards Program Terms for**

### **American Airlines AAdvantage® Members:**

a) American Airlines reserves the right to change the AAdvantage® program and its terms and conditions at any time without notice, and to end the AAdvantage® program with six months notice. Any such changes may affect your ability to use the awards or mileage credits that you have accumulated. Unless specified, AAdvantage® miles earned through this promotion/offer do not count toward elite-status qualification or AAdvantage Million Miler<sup>SM</sup> status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit [aa.com/aadvantage](http://aa.com/aadvantage). American Airlines, AAdvantage, the Flight Symbol logo and AAdvantage Million Miler are marks of American Airlines, Inc.

b) Rewards are subject to the Terms of Service between XOOM and you, including, but not limited to, all terms related to dispute resolution, including the following terms and conditions. XOOM reserves the right to disqualify any account holder from participation in reward programs.

c) After the closing date of each billing cycle XOOM will calculate the total dollar amount of electricity and/or natural gas supply purchased (XOOM service charges) on your behalf (charged to your account during that billing cycle) and the mileage credit due to you as set forth in paragraph (d). XOOM will subsequently request that American Airlines award the AAdvantage® mileage credit. If your XOOM account status is not active and current on the date a billing cycle closes, no XOOM service charges will be reported to American Airlines for that billing cycle. For purposes of this program, active accounts are defined as those that are billing more than \$0 on the XOOM Energy Airlines Reward Program plan and those for which XOOM has not received a request on behalf of the customer to discontinue (drop) their service. The dollar amount of XOOM service charges for a billing cycle is the dollar amount of all purchases of electricity and/or natural gas made by XOOM on your behalf and placed on your account during the billing cycle and any XOOM monthly fees, reduced by any credits posted to the account during the billing cycle.

d) You will earn 2 AAdvantage® miles for every one dollar (\$1.00) of XOOM service charges made





on your account rounded to the nearest dollar. Please allow 8-10 weeks for mileage postings to appear on your AAdvantage® account statement. There will be delays between the date XOOM makes a XOOM service charge on your behalf, the date XOOM reports your XOOM service charge to American Airlines, and the date that American Airlines credits your AAdvantage® account. For this and other reasons, the records of XOOM and the records of American Airlines regarding accrued mileage may differ. Mileage credits will not be available for use by you until they are awarded by American Airlines. In the event of any discrepancy, the records of American Airlines will control the determination of mileage credit awards.

e) From time to time, XOOM may offer bonuses or other premiums (for example, Account Activation Miles) to new XOOM customers. These bonuses are solely for persons who are not currently, and have not previously been, XOOM customers; therefore, unless otherwise stated, you are not eligible to receive these bonuses for any new XOOM account you open after your initial account is opened. Further, unless otherwise stated, you will only be eligible to receive these bonuses after your 2nd billing cycle as an XOOM account holder if at that time your account status is both current and active as defined in paragraph (c). A single customer is eligible to receive rewards or bonuses for a total of four accounts, regardless of the total number of accounts enrolled. If you receive a bonus for which you are not eligible, XOOM may request American Airlines to revoke the bonus, or reduce your mileage credit by the amount of the bonus, or charge your account for the fair value of the bonus.

f) For avoidance of doubt, should you choose to change your plan or cancel your XOOM Energy Airline Rewards Program, you will no longer qualify for the XOOM Energy Airline Rewards Program.



## **XOOM Energy Airline Rewards Program Terms for**

### **Southwest Airlines Rapid Rewards® Members:**

a) Rapid Rewards® is a program offered by Southwest Airlines®. It is not a product or program of XOOM Energy LLC. Southwest Airlines is solely responsible for establishing the terms and conditions of your participation in the Southwest Airlines Rapid Rewards program. All Rapid Rewards terms and conditions apply and can be found at [Southwest.com/rrterms](https://Southwest.com/rrterms). Southwest Airlines may change or terminate the Rapid Rewards program rules in accordance with the Southwest Airlines Rapid Rewards terms and conditions.

b) Rewards are subject to the Terms of Service between XOOM and you, including, but not limited to, all terms related to dispute resolution, including the following terms and conditions. XOOM reserves the right to disqualify any account holder from participation in reward programs.

c) After the closing date of each billing cycle XOOM will calculate the total dollar amount of electricity and/or natural gas supply purchased (XOOM service charges) on your behalf (charged to your account during that billing cycle) and the point credit due to you as set forth in paragraph (d). XOOM will subsequently request that Southwest Airlines award the point credit. If your XOOM account status is not active and current on the date a billing cycle closes, no XOOM service charges will be reported to Southwest Airlines for that billing cycle. For purposes of this program, active accounts are defined as those that are billing more than \$0 on the XOOM Energy Airlines Reward Program plan and those for which XOOM has not received a request on behalf of the customer to discontinue (drop) their service. The dollar amount of XOOM service charges for a billing cycle is the dollar amount of all purchases of electricity



and/or natural gas made by XOOM on your behalf and placed on your account during the billing cycle and any XOOM monthly fees, reduced by any credits posted to the account during the billing cycle, rounded up or down to whole dollar amounts. Point accumulation is subject to certain limitations, exclusions, and restrictions by Southwest Airlines. There is no limit to the number of Rapid Rewards points that may be earned. Bonus points do not count toward tier status or Companion Pass status. XOOM is not responsible for awarding points under the Southwest Airlines Rapid Rewards program, arranging or providing any services related to travel, the use of points, any delay, failure, or refusal by Southwest Airlines to award or redeem points for award travel, or any decision by Southwest Airlines to revoke or cancel points or membership in the Southwest Airlines Rapid Rewards program.

d) You will earn two (2) Rapid Rewards points for every one dollar (\$1.00) of XOOM service charges rounded to the nearest dollar. You will earn 10,000 Rapid Rewards bonus points for each electric account you enroll or 5,000 Rapid Rewards bonus points for each natural gas account you enroll after the account has been active for 2 months. Bonus points will appear in your Rapid Rewards account within eight weeks after you earn your enrollment bonus. Southwest Airlines will show accrued point credits on your Southwest Airlines Rapid Rewards statement. There could be delays between the date XOOM makes a purchase on your behalf, the date XOOM reports your point credit to Southwest Airlines, and the date that Southwest Airlines credits your Southwest Airlines Rapid Rewards account. For this and other reasons, the records of XOOM and the records of Southwest Airlines regarding accrued points may differ. Points will not be available for your use until they are posted to your Rapid Rewards account. In the event of any discrepancy, the records of Southwest Airlines will control the determination of point awards.

e) From time to time, XOOM may offer bonuses or other premiums (for example, Account Activation Points) to new XOOM customers. These bonuses are solely for persons who are not currently, and have not previously been, XOOM customers;



therefore, unless otherwise stated, you are not eligible to receive these bonuses for any new XOOM account you open after your initial account is opened. Further, unless otherwise stated, you will only be eligible to receive these bonuses after your 2nd billing cycle as an XOOM account holder if at that time your account status is both current and active as defined in paragraph (c). A single customer is eligible to receive rewards or bonuses for a total of four accounts, regardless of the total number of accounts enrolled.

f) For avoidance of doubt, should you choose to change your plan or cancel your XOOM Energy Airline Rewards Program, you will no longer qualify for the XOOM Energy Airline Rewards Program.

g) XOOM is responsible for its obligations under its Agreement with you (the Terms of Service) but XOOM is not responsible for the administration of the Southwest Airlines Rapid Rewards program. Southwest Airlines is not a party to the XOOM Agreement, and Southwest Airlines is not responsible for any goods or services supplied by XOOM.

h) By entering into the XOOM Agreement (the Terms of Service), you will be deemed to have authorized XOOM and Southwest Airlines to share information with each other about your account consistent with the respective privacy policies of XOOM and Southwest Airlines.



<sup>1</sup> The estimated total price of gas stated in this notice is for illustrative purposes only. For more information about your baseline allocation, please see “Your Total Price of Gas” below.

<sup>2</sup> The actual price charged by XOOM Energy for the gas it supplies to you will depend on the variable rate described in your service agreement.

<sup>3</sup> For an explanation of XOOM Energy’s early termination fee, please see “Description of Terms and Conditions of Service” below.

<sup>4</sup> Your baseline allocation is set by your gas utility. If your usage in a given month exceeds your baseline allocation, your gas utility’s will increase for the usage in excess of the baseline amount, thereby increasing your total price of gas for that month.

<sup>5</sup> Your variable rate may be based upon a number of factors, including but not be limited to the fluctuation of wholesale commodity costs or other components of wholesale prices (for example, capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM Energy’s pricing strategies.

<sup>6</sup> The gas utility charges stated in this notice are estimates only. XOOM Energy does not warrant the accuracy of the estimated utility charges set forth in this notice, and your actual utility charges may vary depending on your location, usage, and other factors. For information about you gas utility’s currently effective rates for gas transportation service and other charges, please contact your gas utility.

<sup>7</sup> The actual Utility Users Tax assessed on your bill will depend on the city or country in which you reside. For information about the Utility Users Tax in your area, please contact your local government authority.

<sup>8</sup> Your baseline allocation is set by your gas utility. If your usage in a given month exceeds your baseline allocation, your gas utility’s charges for transportation service will increase for the usage in excess of the baseline amount, thereby increasing your total price of gas for that month.

<sup>9</sup> Please see footnote 5.

<sup>10</sup> Please see footnote 6.

<sup>11</sup> Please see footnote 7.

<sup>12</sup> For purposes of calculating the estimated monthly gas bill amounts stated in this notice, the baseline allocation is estimated to be [15] therms per month. Your actual baseline allocation will vary depending on your location, the season (in winter months, baseline allocations are approximately three times the baseline allocations for summer months), and other factors. For more information on your baseline allocation, please contact your gas utility.