



Rhode Island Contract Summary

1. Description of Rate	Your rate for energy purchases will be a variable rate, per kWh, that may change on a monthly basis, plus taxes and fees, if applicable.
2. Type of Rate (fixed or variable)	Variable
3. Terms and Expiration of Rate	<p>The term of this Agreement will begin with your first meter read by your local utility following your acceptance into the SimpleFlex program and will continue on a month-to-month basis until terminated by you or XOOM in accordance with your terms and conditions.</p> <p>Your rate for energy purchases will be a variable rate, per kWh, that may change on a monthly basis, plus taxes and fees, if applicable. 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's pricing strategies, including XOOM's profit margin.</p>
4. Renewal Terms	Your Agreement will continue on a month-to-month basis until terminated by you or XOOM in accordance with your terms and conditions.
5. Right to Cancellation	You may cancel your acceptance of the Agreement with XOOM at any time within three (3) business days of your enrollment authorization and receipt of this Agreement without penalty or cancellation fee. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by any third party that results in a material adverse change in XOOM's ability to perform under this Agreement. XOOM may cancel this Agreement if your usage of electric power changes by more than 25% over a 12-month period. XOOM may not physically cut off electric service to you.
6. Method of Cancellation	You may cancel your acceptance of the Agreement by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com .
7. Request to Enroll/Disenroll	XOOM will enroll you in a new service agreement, or terminate your existing agreement with XOOM in accordance with its terms, prior to your next bill read date so long as you notify XOOM of your request to enroll or disenroll at least seven (7) calendar days in advance of your next bill read date.
8. Request to return to distribution company	In the event that you choose to return to your local utility's standard offer service upon expiration of your Agreement with XOOM, XOOM will provide you with written confirmation that it has received and processed your request.
9. Dispute Resolution Process	If you have a question about your XOOM charges or service, you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at www.xoomenergy.com ; by sending a letter to: 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to customercare@xoomenergy.com . For questions about your local utility bill, please contact your local utility directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution.
10. Local Utility Market Adjustment Charge/Credit	There may be a market adjustment charged or credited to you by your local utility on your last utility bill of the enrollment.



11. Fees	<u>Billing/Payment Fees</u> : The charge for XOOM's purchases of electricity will be included on your local utility bill and will be due on the date specified in the local utility bill. XOOM's charges not paid 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 will charge a \$35 return check fee for all returned checks.
12. Deposit Requirement	This Agreement is contingent upon a satisfactory credit review and maintenance of good credit and may require a deposit.
13. Budget Billing	To enroll on a budget billing plan, please contact your local utility.
14. Air Emissions and Resource Mix Information	Please refer to your Disclosure Information Label to review air emissions and energy sources information.
15. Name of Non-Regulated Power Producer	XOOM Energy Rhode Island, LLC
16. XOOM Energy's Toll-Free Customer Service	1-888-997-8979
17. XOOM Energy's Website	www.xoomenergy.com
18. Division of Public Utilities Toll-Free Number for Customer Complaints	401-780-9700
19. Contact Information For Person at XOOM That Agreed to Contract Terms	All customers agree to the Agreement electronically through the XOOM Energy Rhode Island website.