



Rhode Island Contract Summary

1. Description of Rate	\$0.1169 per kWh
2. Type of Rate (fixed or variable)	Fixed
3. Terms and Expiration of Rate	The term of this Agreement will begin with your first meter read by your local utility following your acceptance into the BizRescueLock 12 program and will continue for twelve (12) months. Your rate for electric power purchases will be a fixed price of \$0.1169 per kWh, plus taxes and fees, if applicable. The price of electricity during the Term of this Agreement may be higher than the standard offer rate charged by your local utility. Your fixed rate will expire 12 months from the date you enrolled with XOOM and were accepted by your utility.
4. Renewal Terms	XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you a renewal notice describing additional service plans and the ability to disenroll for your consideration, in the event XOOM elects to renew this Agreement. The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew at the fixed rate or variable rate then in effect in accordance with the notice.
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	<p><u>Early Termination Fee:</u> If you cancel this Agreement early, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee") of \$500 which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your electricity to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses.</p> <p><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.</p>
12. Deposit Requirement	<p>This Agreement is contingent upon a satisfactory credit review and maintenance of good credit and may require a deposit.</p>
13. Budget Billing	<p>To enroll on a budget billing plan, please contact your local utility.</p>
14. Air Emissions and Resource Mix Information	<p>Please refer to your Disclosure Information Label to review air emissions and energy sources information.</p>
15. Name of Non-Regulated Power Producer	<p>XOOM Energy Rhode Island, LLC</p>
16. XOOM Energy's Toll-Free Customer Service	<p>1-888-997-8979</p>
17. XOOM Energy's Website	<p>www.xoomenergy.com</p>
18. Division of Public Utilities Toll-Free Number for Customer Complaints	<p>401-780-9700</p>
19. Contact Information For Person at XOOM That Agreed to Contract Terms	<p>All customers agree to the Agreement electronically through the XOOM Energy Rhode Island website.</p>