

## **Ohio Contract Summary**

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Electricity Supplier Information	XOOM ENERGY OHIO, LLC License No. 13-716E(1) 11208 Statesville Road, Suite 200, Huntersville, NC 28078 1-888-997-8979 <u>customercare@xoomenergy.com</u> <u>www.xoomenergy.com</u>
Price Structure	<b>The flat monthly charge</b> is only available to residential customers with a specified annual historical usage amount that is set forth in the chart below.
	If you do not qualify for the flat monthly charge based on your historical usage and/or customer class, or if no historical usage data is provided by your local utility, you will instead be placed on a one (1) month, variable rate interim product. Upon the expiration of your one (1) month variable rate interim product, you will be automatically returned to your local utility. Please see your Terms and Conditions for more details.
Supply Price	If you are a residential customer with an annual historical usage amount specified in the chart below, you will qualify to pay a flat monthly charge, plus taxes and fees, for your electricity supply. The amount you will pay for your flat monthly charge will be determined by your annual historical usage as provided by your local utility and is set forth in the chart below. 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 Agreement. Therefore, your flat monthly charge is not the total amount you will pay each month for electricity service.
	Annual Historic Usage 1-4,999 kWh 5,000-9,999 kWh 10,000-14,999 kWh 15,000-19,999 kWh 20,000-24,999 kWh
	Flat Monthly Charge \$29.99 \$54.99 \$84.99 \$109.99 \$134.99
	If you do not qualify for the flat monthly charge based on your historical usage and/or customer class, or if no historical usage data is provided by your local utility, you will instead be placed on a one (1) month, variable rate interim product. Upon the expiration of your one (1) month variable rate interim product, you will be automatically returned to your local utility. A variable rate means that your rate for energy purchases will be a variable rate, per kilowatt hour, 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. You are responsible for all charges assessed and billed by your local utility for all applicable utility charges, which are not included in your rate.
Moving	XOOM reserves the right to terminate your Agreement if you move from your current premise to another premise either inside or outside your local utility's service territory. Please see your Terms and Conditions for more details.
Statement Regarding Savings	The supply price may not always provide a savings.
Deposit	XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. Please see your Terms and Conditions for more details.
Contract Term and Expiration Date	The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for twelve (12) consecutive months.
	If you do not qualify for the flat monthly charge based on your historical usage and/or customer class, or if no historical usage data is provided by your local utility, you will



	instead be placed on a one (1) month, variable rate interim product. Upon the expiration of your one (1) month variable rate interim product, you will be automatically returned to your local utility.
Renewal Terms	Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior to the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices.
Cancellation/Cost Recovery Fee	You may cancel this contract at any time, but there may be a Cost Recovery Fee that applies if you cancel your contract prior to the end of your contract term. If you qualify for the flat monthly charge, there is a Cost Recovery Fee of \$100. If you do not qualify for the flat monthly charge and are instead placed on a one (1) month, variable rate interim product, you may cancel your interim variable rate product during your one (1) month term of service with no Cost Recovery Fee by contacting XOOM.
	Please see your Terms and Conditions for more details.

For additional information, please refer to your Terms and Conditions. Please retain this document for your records. If you have any questions regarding this agreement, contact your competitive supplier using the information above.