# Rhode Island Contract Summary

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| **1. Description of Rate** | $0.0999 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 SureLock 36 program and will continue for thirty-six (36) months. Your rate for electric power purchases will be a fixed price of $0.0999 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 36 months from the date you enrolled with XOOM and were accepted by your utility. |
| **4. Contract Expiration Notice** | No later than sixty (60) days prior the end of the term, XOOM will send you a Contract Expiration notice describing available service plans for you to choose from if you want to remain a XOOM customer. The notice will specify the date by which you must advise XOOM if you want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will terminate at the end of your term and, unless you select another nonregulated power producer, you will be returned to your local utility, National Grid - Narragansett Electric, for electric generation service. |
| **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. You also have the right to schedule cancellation of service on a date certain at any time during the contract period. 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 also cancel this Agreement for non-payment.* XOOM will provide you 10 days' advance notice of termination. 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, by sending an email to customercare@xoomenergy.com or by submitting an electronic cancellation request on XOOM's website at www.xoomenergy.com/en/contact-us.* |
| **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, National Grid - Narragansett Electric, 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, National Grid - Narragansett Electric, on your last utility bill of the enrollment. |

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| **11. Fees** | Early Termination Fee: If you cancel this Agreement early, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee") of $50 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.<br>Billing/Payment Fees: 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 separately bills you directly for: (i) XOOM 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; and (ii) Thirty-Five Dollar ($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. If you do not meet our credit standards or cannot demonstrate satisfactory credit, XOOM may require a deposit from you or may refuse to provide service. If a deposit is required, the amount shall be in compliance with any applicable Rhode Island statute, regulation, or other controlling authority and will be requested prior to beginning service with XOOM. XOOM will apply interest to the deposit at the rate required by applicable Rhode Island statute, regulation, or other controlling authority. XOOM will apply any cash deposit held on your behalf plus any accrued interest as determined by any applicable Rhode Island statute, regulation, or other controlling authority to the outstanding balance on your final bill, if applicable and any excess amount will be refunded to you. Any deposit you provide us will be held in your name in our records. We may apply any early termination fee to any deposit you have provided us. |
| **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 ("XOOM Energy") |
| **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. You can contact XOOM directly by calling 1-888-997-8979, by sending a letter to: XOOM Energy Rhode Island, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078, or by sending an email to customercare@xoomenergy.com. |