



**XOOM ENERGY PENNSYLVANIA, LLC  
TERMS OF SERVICE FOR ELECTRICITY SUPPLY**

We appreciate your business. This document is a contract between us, XOOM Energy Pennsylvania, LLC, and you that allows us to switch your electricity account(s) to our service or to continue service. We will supply your electricity under this contract, but your utility will continue to be responsible for delivering your electricity and sending you a bill for both of our services. This contract may be referred to as the “Terms of Service” or “Disclosure Statement.”

**Electric Generation Supplier Contract Summary**

<b>Electric Generation Supplier Information</b>	<p>XOOM ENERGY PENNSYLVANIA, LLC (Electric License # A-2012-2283821) Mailing address: 804 Carnegie Center, Princeton, NJ 08540 Email address: <a href="mailto:customercare@xoomenergy.com">customercare@xoomenergy.com</a> Telephone number: 1-888-997-8979 Internet: <a href="http://www.xoomenergy.com">www.xoomenergy.com</a></p> <p>You have chosen XOOM Energy Pennsylvania, LLC (“XOOM”) as your electric generation supplier. XOOM is not affiliated with your local utility. XOOM’s charges for electric supply will appear on your utility bill separate and apart from your utility’s charges for delivering your electricity. Your utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs.</p>
<b>Price Structure</b>	<p><b>Variable. We will determine the variable supply price at our discretion based on many different factors, which may include prices charged by competitors, industry charges we are responsible for, our costs to procure and sell energy, customer retention rates, applicable state and local taxes, changes in weather, legal and regulatory issues, profit margins, or other business conditions.</b> Your price also reflects our costs to obtain any renewable energy content specified under this contract, which contributes to the premium we may charge over the local utility supply rate.</p>
<b>Generation/Supply Price</b>	<p>You'll receive an introductory electricity supply price of \$0.0769 per kWh for your first 2 bills and your price will be variable after that. The initial price after the introductory period expires will be \$0.0769. <b>Thereafter, the price can change each month and will be shown on your monthly bill. We will not provide advance notice of any price changes.</b> This does not include the price that your electric utility will charge you for the delivery component of your electric service.</p>
<b>Statement Regarding Savings</b>	<p>Savings are not guaranteed nor implied with this contract and our price may be higher than the supply rate charged by the utility or other suppliers. Our current and historical prices are not an indicator of our future prices. You may contact us at the telephone number or internet address listed below to obtain historical price information.</p>
<b>Deposit Requirements</b>	<p>None</p>
<b>Incentives</b>	<p>N/A</p>



<b>Contract Start Date</b>	We will begin providing service to you after your utility processes our request to switch your service, which occurs within 10 days from the date you agreed to switch.
<b>Contract Duration</b>	Month-to-month. We will begin providing service to you after your utility processes our request to switch your service, which occurs within 10 days from the date you agreed to switch.
<b>Cancellation/Early Termination Fees</b>	<b>None</b>
<b>End of Contract</b>	This is a month-to-month contract which continues until either of us cancels the service. You may cancel without a cancellation fee.
<b>Right of Rescission</b>	You have 3 business days to rescind this contract by contacting us at the telephone number or email address listed below. This is called your "Right to Rescind" period, which means you will not start service with us until after this period.

**Note on Dispute Resolution:** This contract limits the circumstances under which you can bring a dispute to court, and does not permit class actions or a jury trial. Review the section "Arbitration and Waiver of Jury Trial" below for details.