# 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**

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| **Electric Generation Supplier Information** | XOOM ENERGY PENNSYLVANIA, LLC<br>(Electric License # A-2012-2283821)<br>Mailing address: 804 Carnegie Center, Princeton, NJ 08540<br>Email address: customercare@xoomenergy.com<br>Telephone number: 1-888-997-8979<br>Internet: www.xoomenergy.com<br><br>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. |
| **Price Structure** | **Fixed** |
| **Generation/Supply Price** | You'll receive a fixed electricity supply price of $0.1609 per kWh for your first 12 bills. This does not include the rate that your electric utility will charge you for the delivery component of your electric service. |
| **Statement Regarding Savings** | 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. |
| **Deposit Requirements** | None |
| **Incentives** | XOOM will donate the equivalent of 5% of monthly energy charges paid by participating customers to PetSmart Charities, Inc for its general charitable purposes. This contribution is not tax deductible. |
| **Contract Start Date** | 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. |
| **Contract Duration** | This is a 12 month contract. |
| **Cancellation/Early Termination Fees** | If you cancel your contract prior to the end of its Contract Duration indicated above, an early cancellation fee of $110 applies. Note: If you cancel after you receive the second renewal notice from us and before the expiration of the contract, there is no fee. There is also no fee if you cancel during the variable price portion of any contract. We may decide not to collect applicable fees. |

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| **End of Contract** | If you have a fixed duration contract that will be ending, or whenever XOOM want to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options. If you do not cancel the contract or switch to another provider before the expiration of your contract, your service will continue at the price and contract duration indicated in the second notice. |
| **Right of Rescission** | 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.**