



This is an agreement for natural gas services from XOOM Energy Pennsylvania, LLC ("XOOM Energy Pennsylvania").

Background

We at XOOM Energy Pennsylvania are licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas services in Pennsylvania. Our PUC license number is A-2012-2283967.

- We set the prices and charges that you pay. The Public Utility Commission regulates distribution or delivery prices and services. The Federal Energy Regulatory Commission regulates interstate pipeline prices and services.
- You will receive one bill from the Natural Gas Distribution Company (NGDC) for their charges and XOOM Energy's charges.
- Right of Rescission - You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure.

Definitions

- Interstate Pipeline Charges – Charges for moving natural gas to the distribution lines of a distribution company.
- Non-basic Charges – Define each non-basic service being offered.
- Commodity Charges – The charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (dekatherms).
- Cost Recovery Fee – Since all the energy associated with a fixed rate agreement is pre-purchased, XOOM charges a "Cost Recovery Fee" if the consumer terminates the agreement early. This is not intended as a penalty to the customer, but needs to offset the cost to XOOM to repurpose the energy the customer did not use as part of their agreement. These recovery fees will vary market to market and may change from time to time based on market conditions and attrition rates.
- Monthly Program Cost Adder – Equitable compensation to XOOM Energy for services rendered in the arrangement and delivery of competitive energy supply to its customers.
- Administration Fee – The administration fee offsets fixed monthly costs XOOM Energy incurs each month. The amount of energy consumed does not affect the fixed monthly costs. Examples of fixed monthly costs are billing fees, mailing expenses, processing fees, etc.

Terms of Service

1. Basic Service Prices

Fixed Price Product: The rate for gas purchases will be a fixed price of \$0.6590 per therm, plus taxes if applicable. You will continue to be responsible for all charges assessed and billed by your NGDC for all services it provides, including customer charges, distribution, fees or taxes specifically associated with services it continues to provide during the term of this Contract. This price includes total state taxes, but



excludes Pennsylvania sales tax, if applicable.

Variable Price Product: The rate for gas purchases will be a variable rate per of \$0.4690 per therm that may change on a monthly basis, plus taxes, if applicable. The monthly variable rate is based on XOOM's Monthly Gas Acquisition Costs (MGAC), which is determined by XOOM's actual and estimated monthly wholesale gas costs, plus a Monthly Program Cost Adder (MPCA) not to exceed \$0.25 per therm. As an example, if XOOM's MGAC is \$0.40 per therm and the MPCA is determined to be \$0.15 per therm, your price would be \$0.55 per therm. You will continue to be responsible for all charges billed by your NGDC for all services it provides, including customer charges, distribution, fees or taxes specifically associated with services it continues to provide during the term of this Contract. This price includes total state taxes, but excludes Pennsylvania sales tax, if applicable. You can find our current variable rate at www.xoomenergy.com or by calling us at 1-888-997-8979.

2. Length of Agreement

Fixed Rate Products: The term of this Contract will begin on the day that your Natural Gas Distribution Company ("your NGDC") switches your account to XOOM following your confirmation into the SureLock 12 program and will continue for twelve (12) months.

Variable Rate Products: The term of this Contract will begin on the day that your NGDC switches your account to XOOM following your confirmation into the SimpleFlex program and will continue on a month-to-month basis.

3. Penalties, Fees and Exceptions – Penalties, Fees and Exceptions – You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase gas in advance of usage in amounts needed to cover the full term of this Contract. You have the right to cancel this Contract at any time. During the first three (3) days you can cancel without any cost to you. **If you are on a Fixed Price agreement and you cancel this agreement after the third day but before the end of the initial term, we will charge you a cost recovery fee of \$110. There are no penalties or fees for customers on a Variable Price agreement.**

4. Cancellation Provisions – You may cancel this Contract with XOOM at any time within three (3) days of your signing this Contract ("Cancellation Period") without penalty or cancellation fee by calling XOOM Energy Pennsylvania at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com. Common reasons for cancellation are:

Non-Payment – If your gas service is terminated by your natural gas distribution company, then this Agreement is cancelled on the date that your natural gas service is terminated. You will owe us for amounts unpaid for our charges for gas supply service up to the date of termination.

Company-Initiated Cancellation – If we cancel this Agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

Customer-Initiated Cancellation – If you have a Fixed Price agreement with us and you cancel this Agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation and we will charge the cost recovery fee mentioned above.

Customer Move – If the customer moves from the address listed above, this Agreement is cancelled and



no cost recovery fee will be imposed.

5. Renewal Provisions/Change in Terms – If you have a Fixed Term agreement with us that is longer than three (3) months and it is approaching the expiration date, we will send you advance written notices at about ninety (90) days and sixty (60) days before the expiration date. If we propose to change our terms of service in any type of agreement, we will send you advance written notices at about ninety (90) days and sixty (60) days before the effective date of the change. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If the NGDC is billing our charges for us, then we will provide the notices in separate corresponding mailings. We will explain your options to you in these two advance notifications.

6. Dispute Procedures – 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: XOOM Energy Pennsylvania, LLC, 344 South Poplar Street, Hazleton, PA 18201 or by sending an email to customercare@xoomenergy.com. For questions about your local NGDC bill, please contact your local NGDC directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If a resolution cannot be reached with your local NGDC or with XOOM, you may contact the Pennsylvania Public Utility Commission for help, toll free, at 1-800-692-7380.

7. Contact Information

Supplier Name:	XOOM Energy Pennsylvania, LLC
Address:	11208 Statesville Road Suite 200 Huntersville, NC 28078
Phone Number:	1-888-997-8979
Internet Address:	customercare@xoomenergy.com
Distribution Company Name:	Columbia Gas of Pennsylvania
Provider of Last Resort Name:	Columbia Gas of Pennsylvania
Address:	121 Champion Way, Suite 100 Cannonsburg, PA 15317
Phone Number:	1-888-460-4332
Universal Service Program:	Columbia Gas of PA Universal Service Program
Phone Number:	1-800-537-7431