BIZSIMPLECLEAN 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Connecticut's BizSimpleClean 12 plan for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Agreement, in accordance with its terms.

Introduction: This is an agreement for Electric Generation Service from XOOM Energy Connecticut, LLC ("XOOM" or "Company" or "us"). Your Enrollment Documentation, which includes your Welcome Letter, these Terms and Conditions, and the accompanying Contract Summary set forth your agreement with XOOM ("Agreement") for electric generation supply. XOOM is licensed by the Connecticut Public Utilities Regulatory Authority (PURA) to offer and supply electric generation services in Connecticut. XOOM's license number is Docket 11-06-05. Your generation prices and charges will be set by us. The PURA regulates local utility company distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will continue to receive your bill from your local utility that will contain your local utility's charges and your charges from XOOM, and your local utility will continue to provide all emergency repairs and services.

Service & Term: XOOM agrees to act as your exclusive electric power supplier. The term of this Agreement will begin when your local utility switches your account to XOOM and will continue for the Contract Term set forth in the accompanying Contract Summary.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM and your local utility. You will be promptly notified if you are not accepted into the program.

Local Utility Services: XOOM is an independent retail supplier of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. XOOM Energy is not an agent of your local utility and your utility will not be liable for any of XOOM's acts, omissions, or representations.

Price: Your rate for electricity purchases under this Agreement will be a fixed price, per kilowatt hour. This rate is established at the time of your enrollment and is set forth in your Contract Summary, which is incorporated into this Agreement. You are responsible for all charges assessed and billed by your local utility for electric distribution charges, and for all services your local utility provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

Renewal Notice; Notification of Changes: No later than thirty (30) days prior to the end of the term, XOOM will send you a renewal notice describing additional service plans for your consideration. If you do not choose a new service plan upon expiration of the term and do not terminate your Agreement, your Agreement will be automatically renewed under one of XOOM's available fixed rate plans at the price in effect at the time of your renewal. You will not be charged an early termination fee if you terminate such renewal no later than seven business days after receiving your first billing statement for the renewed contract. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement.

Termination, Moving: 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 by calling XOOM at 1-888-997-8979, by sending an email to customercare@xoomenergy.com, or by sending a letter via U.S. Mail to: XOOM Energy Connecticut, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078.

When moving to another address within your local utility's service territory, XOOM will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory, provided that you notify XOOM within fifteen (15) days of your move. If a transfer of service is not successful or you move to a location outside your local utility's service territory, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms.

Cost Recovery Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Agreement. If you cancel this Agreement early, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee"), set forth in the Contract Summary, 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. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM.

Credit, Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If your local utility is unable to read your meter, your local utility will estimate your charges based on previous usage history, and later adjust it based on actual usage shown by a meter reading. If there is an error in your meter reading, your bill will be adjusted upon your local utility providing a corrected meter reading. You will receive a single bill for both your electricity and the delivery of such electricity from your utility distribution company.

Customer Service, Dispute Resolution: 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 Connecticut, LLC, 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. If a dispute cannot be resolved, you may appeal to the Public Utilities Regulatory Authority (PURA) by calling 1-800-382-4586 (toll free within Connecticut), or by sending a letter to: PURA 10 Franklin Square, New Britain, Connecticut 06051, Attn: Consumer Assistance Complaints and Information Unit; or visit the website www.dpuc.state.ct.us/cai_home.htm.

Service Complaints: For service problems, including a POWER OUTAGE, you should contact your local utility as set forth in the Contract Summary.

Enviromental Information Disclosure: XOOM will provide upon request, and at least annually.

Authorization/Representation/Letter of Agency: By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the Connecticut PURA. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release

all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your customer account number nor any other financial information will be released by XOOM, except as required by law, without your consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Net Metering:Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll. Failure to notify XOOM that your account is subject to net metering may result in immediate return to Default Service of your account.

Miscellaneous: You will promptly notify XOOM if there is any material change in your energy consumption. For the purpose of accounting, both parties accept the quantity, quality and measurements determined by your local utility. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of North Carolina without recourse to such states choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for any such delays.

Limitation of Liability and Warranty: XOOM WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM DOES NOT PROVIDE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Force Majeure/Uncontrollable Circumstances: XOOM will not be responsible for supplying electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. 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 XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of electric power changes substantially.

Entire Agreement: Your Enrollment Documentation including Confirmation Email, Welcome Letter, Contract Summary and accompanying Terms and Conditions will constitute your Agreement between you and XOOM with respect to its subject matter and superseding all prior written and oral Agreements and representations made with respect to such subject matter.

Assignment or Transfer of Contract: You hereby agree and give your consent to this Contract being assigned or transferred to another supplier. The assignment or transfer of this Contract will maintain all contractual terms and conditions, including pricing, through the term of this Contract. XOOM will send you, both by U.S. mail and by e-mail, a “Notice of Assignment” at least 45 days prior to the intended assignment. If you do not consent to assignment or transfer of this Contract, you will not be eligible to enroll with XOOM