BIZRESCUELOCK 12 TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Ohio's BizRescueLock 12 program 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.

Service & Term: XOOM Energy Ohio, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier and will provide competitive retail natural gas service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your gas utility, and will continue for the Contract Term as set forth in the accompanying Contract Summary, which is incorporated into this Agreement.

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. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

Local Utility Services:XOOM is an independent retail marketer of natural gas and is not affiliated with your local utility. Your local utility will continue to deliver your natural gas, 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 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:As set forth in your Contract Summary, your rate for natural gas purchases will be a fixed price per Ccf, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement. If XOOM wishes to lower the price per Ccf or Mcf charged to you under your existing contract due to a change in market conditions, XOOM may do so without your consent provided there are no other changes to the terms and conditions to your contract.

Renewal Notice; Notification of Changes:Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. 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, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a 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, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notices. XOOM will not make material changes to your contract without your consent.

Termination, Moving:You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) business days following the postmark date on the utility's confirmation notice without penalty or cancellation fee by calling or writing your local utility.

When moving to an 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 transfer of service is not successful or you moved to a location outside your local utility's service territory or within the service territory of your local utility that does not portability of the contract, 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. This contract will automatically terminate if the requested service location is not served by your local utility, you move outside your local utility's service area or to an area not served by XOOM, or XOOM returns you to your local utility's sales service.

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 natural gas 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 the 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 natural gas 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 natural gas you consume that is supplied by XOOM.

Credit, Payment and Collection:You will receive a single monthly bill for both your natural gas and the delivery of such natural gas from your utility distribution company. Payment is due by the date set forth on the invoice. Should you fail to pay the monthly bill or fail to meet any agreed upon payment arrangement, your service may be terminated in accordance with your local utility's tariffs and your contract with XOOM may be automatically terminated, leading to XOOM seeking cost recovery fees as set out herein. You represent that you are financially able and willing to fulfill the terms and conditions of this Agreement and that you have not filed, are not in the process of filing or plan to begin any bankruptcy proceedings. If accepted as a customer, XOOM may report your payment experience. Bills 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. XOOM will charge a $35 return check fee for all returned checks or the maximum allowed by law. XOOM may terminate your commodity service and may suspend services under procedures approved by law. In all events, you shall remain obligated to pay for all natural gas received by you and any interest, fees and penalties incurred by XOOM. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM.

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 Monday – Friday 8 (eight) a.m. to 11 (eleven)p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven)p.m. EST, or by sending a letter to: XOOM Energy Ohio, 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 your complaint is not resolved after you have called XOOM, or for general utility information you may contact the Public Utilities Commission of Ohio ("PUCO") by calling 1-800-686-7826 (toll free) or for TDD/TTY tool free at 1-800-686-1570, M-F 8:00 a.m. - 5:00 p.m. EST, or visit the website www.puco.ohio.gov. The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at www.pickocc.org.

Assignment:This Agreement or any XOOM obligations hereunder are assignable by XOOM.

Service Complaints:For service problems you should contact your local utility by calling: Duke Energy (Natural Gas) at 800.634.4300. IF YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 OR YOUR LOCAL UTILITY.

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 PUCO. 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 natural gas services and that you 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 natural gas usage, billing and payment history to XOOM or its authorized representatives. You further 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 social security number, customer account number nor any other customer financial information will be released by XOOM, except where such release is required by court order or by Commission Order or Rule, without your affirmative written consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

Miscellaneous:You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. 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 Ohio without recourse to such states choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than the local utility's regulated sales service rate.

Insolvency: You acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of the application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or to this Agreement.

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 natural gas 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 natural gas changes substantially.

Entire Agreement:This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, constitute the entire Agreement and understanding 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.