



## SIMPLEFLEX PLAN ADDITIONAL TERMS AND CONDITIONS

**We Are Committed To Your Satisfaction:** These additional terms and conditions, and the accompanying Contract Summary which is incorporated by reference herein, constitute your contract with XOOM for electric generation supply (this "Agreement"). If you are not completely satisfied with XOOM Energy Washington D.C., LLC's variable rate 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.

**Service & Term:** XOOM Energy Washington D.C., LLC ("XOOM" or "Company") is licensed by the Public Service Commission of the District of Columbia ("DC PSC"), license No. EA 2013-28, to offer and supply electricity in the District of Columbia and is a qualified electricity supplier under your local distribution company's ("LDC's") tariff. In this Agreement, XOOM agrees to act as your exclusive electricity supplier. XOOM will supply electricity to your LDC based on how much you consume, and your LDC will deliver the electricity to you. The DC PSC does not regulate XOOM's prices for electricity. The Term of this Agreement will begin with your first meter read after your LDC processes your enrollment and will continue on a month-to-month basis until terminated by you or XOOM.

**Acceptance into the Program:** These additional terms and conditions are subject to your acceptance into the program by both XOOM and your LDC. You will be promptly notified with confirmation of the switch to XOOM in writing.

**LDC Services:** XOOM is an Electric Generation Supplier and is not affiliated with your LDC. Your LDC will continue to deliver your electric power, read your meter, make necessary repairs, and send you a bill. Your LDC will also respond to emergencies and provide other basic utility services as required. Please call your LDC in the event of an emergency such as a power outage. XOOM is not an agent of your LDC, and your LDC will not be liable for any of XOOM's acts, omissions, or representations.

**Price:** After the initial rate provided in the accompanying Contract Summary which is incorporated by reference, your rate for electric power purchases will be a variable rate, per kilowatt, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies. You will continue to be responsible for all charges assess and billed by your LDC 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.

**Termination and Moving:** You may terminate this Agreement at any time by providing written notice to XOOM by sending a letter to: XOOM Energy Washington D.C., LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078, or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com)

When moving to an address within your LDC's service territory, XOOM will make every effort to transfer your service to your new service address, 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 LDC'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. It will take time for your LDC to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM.



**Termination by Customer or XOOM:** You may terminate this Agreement at any time by providing written notice to XOOM by sending a letter to: XOOM Energy Washington D.C., LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078, or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com).

XOOM may cancel this Agreement for any reason by giving at least (35) days written notice of its intention to terminate, regardless of whether or not the reason for termination is remedied after notice. Termination becomes effective upon the processing of XOOM's cancellation request by the LDC. You shall be obligated to pay for the electricity supply service provided by XOOM pursuant to the Agreement prior to the date that such cancellation becomes effective, including any applicable LDC late fees, or other fees or charges. Should XOOM terminate the Agreement, you will be returned to your LDC's default electricity supply service unless you choose another electric supplier. XOOM may also cancel this Agreement by giving fifteen (15) days written notice for nonpayment.

**Credit, Payment and Collection:** You will receive a single bill for both your electricity and the delivery of such electricity from your LDC. Payment is due by the date set forth on the invoice ("Payment Date"). 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 nor plan to begin any bankruptcy proceedings. 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. 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 electricity 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 during our service hours which are posted at [www.xoomenergy.com](http://www.xoomenergy.com); by sending a letter to: XOOM Energy Washington D.C., LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com).

For questions about your LDC's bill or charges, please contact your LDC 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 LDC or with XOOM, you may contact the DC PSC or the Office of the People's Counsel. The DC PSC can be reached at (202) 626-5100 or [www.dcpsc.org](http://www.dcpsc.org). The Office of the People's Counsel can be reached at (202) 727-3071 or [www.opc-dc.gov](http://www.opc-dc.gov).

**Assignment:** You agree that XOOM may assign this Agreement or any XOOM obligations under this Agreement upon XOOM providing thirty (30) days' notice to you in advance of the assignment. You may not assign or in any way transfer this Agreement.

**Service Complaints:** For service problems you should contact your LDC by calling: Potomac Electric Power Co. (Pepco) at 1-877-737-2662. IN THE EVENT OF AN ELECTRIC-RELATED EMERGENCY, SUCH AS A POWER OUTAGE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LDC OR 911.

**Authorization/Representation/Letter of Agency:** By entering into this Agreement, you authorize XOOM to act on your behalf under your LDC's tariffs in accordance with the DC PSC rules and regulations. You acknowledge that you are the LDC's account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for electric power service and are at least eighteen (18) years of age. You authorize XOOM or its



authorized representatives to obtain from your LDC, and your LDC to release all information relating to your account needed to service you under this Agreement, including, your historical and current and electric power 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 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 release of this information to XOOM.

**Limitation of Liability and Warranty:** XOOM WILL NOT BE RESPONSIBLE FOR GENERATING YOUR ELECTRICITY OR FOR TRANSMITTING AND DISTRIBUTING ELECTRICITY TO YOUR SERVICE ADDRESS. XOOM ALSO IS NOT LIABLE WITH RESPECT TO ANY THIRD-PARTY SERVICES, AND XOOM'S LIABILITY NOT EXCUSED BY FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND NOT FOR SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. YOU WAIVE ALL OTHER REMEDIES AT LAW OR EQUITY. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES RESULT FROM NEGLIGENCE, WHETHER SOLE, JOINT, CONCURRENT, OR ACTIVE OR PASSIVE. 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. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

**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 substantial change in your electric power consumption. For the purpose of accounting, both parties accept the quantity, quality and measurements determined by your LDC. 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 LDC switches your electricity supply to XOOM. XOOM is not responsible for such delays.

**Notices:** Unless otherwise required by law, you agree that XOOM may transmit to you all notices required in this Agreement via electronic mail ("e-mail") to the e-mail address provided by you to XOOM at the time of enrollment. You shall notify XOOM within seven (7) calendar days in the event your e-mail address changes by calling XOOM at 1-888-997-8979 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com).

**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.

**Force Majeure/Uncontrollable Circumstances:** XOOM will not be responsible for supplying electricity services 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**: This Agreement, including the Contract Summary and additional terms and conditions above, as well as your Enrollment form or Welcome letter, as applicable, constitutes 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.