



SIMPLEFLEX TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Rhode Island's SimpleFlex 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 to the terms contained herein.

Service & Term: XOOM Energy Rhode Island, LLC ("XOOM" or "Company") agrees to act as your nonregulated power producer. The term of this Agreement will begin with your first meter read by your local utility following your acceptance into the SimpleFlex program and will continue on a month-to-month basis as set forth in your Contract Summary, which is incorporated into this Agreement. In the event that you choose to return to the local utility's standard offer service upon expiration of your Agreement with XOOM, XOOM will provide you with written confirmation that it has received and processed your request.

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 provider of electric generation 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 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 energy purchases will be a variable rate, per kWh, 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, including XOOM's profit margin. Your variable rate will continue on a month-to-month basis until terminated by you or XOOM in accordance with your terms and conditions. Please consult the XOOM website at www.xoomenergy.com for further information about XOOM's rate plans and service offerings. Please see our website FAQs at: <http://xoomenergy.com/en/residential/rhode-island/national-grid-narragansett-electric> if you would like to learn how to compare the price terms in this Agreement to your existing electric generation service charge on your electric bill and how long these rates are guaranteed. You are responsible for all charges assessed and billed by your local utility for all applicable utility charges, which are not included in your rate. There may be a market adjustment charged or credited to you by your local utility on your last utility bill of your enrollment.

Air Emissions and Resource Mix Information: Please refer to your Disclosure Information Label to review air emissions and energy sources information.

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 or by sending an email to customercare@xoomenergy.com.

When moving to an address within Rhode Island, 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. It is not considered a termination or early cancelation of this Agreement, if you move from one dwelling within the state and remain with



XOOM for your electric supply.

Request to Enroll/Disenroll: XOOM will enroll you in a new service agreement, or terminate your existing agreement with XOOM in accordance with its terms, prior to your next bill read date so long as you notify XOOM of your request to enroll or disenroll at least seven (7) calendar days in advance of your next bill read date.

Credit, Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility providing a corrected meter reading to XOOM. This Agreement is contingent upon a satisfactory credit review and maintenance of good credit and may require a deposit. 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 do not plan to begin any bankruptcy proceedings. The charge for XOOM's purchases of electricity will be included on your local utility bill and will be due on the date specified in the local utility bill. XOOM's charges 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 this Agreement with ten (10) days written notice for non-payment. XOOM may not physically cut off your electric service, which will be provided by your local utility. 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 reasonable costs, including legal fees, associated with the collection of amounts owed to XOOM. To enroll on a budget billing plan, please contact your local utility.

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 Rhode Island, 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 you believe there has been a violation of the Public Utilities Commission's Consumer Protection Requirements for Nonregulated Power Producers, you may contact the Division of Public Utilities and Carriers at 89 Jefferson Boulevard, Warwick, RI 02888 or 401-780-9700.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM without requiring your consent.

Service Complaints: For service problems you should contact your local utility. IN THE EVENT OF A POWER OUTAGE PLEASE CALL 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 Rhode Island Public Utilities Commission. 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 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 electricity 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.



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.

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.

Miscellaneous: 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 will be governed by the laws of the state of North Carolina regardless of the state’s choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays.

Contact Information of Person at XOOM That Agreed to Contract Terms: All customers agree to the Agreement electronically through the XOOM Energy Rhode Island website.

Force Majeure: 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 a third party that results in a material adverse change in XOOM’s ability to perform under this Agreement. XOOM may cancel this Agreement if your usage of electric power changes by more than 25% over a 12-month period. XOOM may not physically cut off electric service to you.

Entire Agreement: This Agreement, including the Contract Summary and the Enrollment Form and/or Welcome Letter, 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.