



## BIZRESCUELOCK 12 TERMS AND CONDITIONS

**We Are Committed To Your Satisfaction:** If you are not completely satisfied with XOOM Energy Kentucky'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 Kentucky, 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 when Columbia Gas switches your account to XOOM and will continue for a term of twelve (12) months.

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

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

**Price:** Your rate for natural gas purchases will be a fixed price of \$5.3900 per Mcf, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by Columbia Gas 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.

**Renewal Notice; Notification of Changes:** Subject to governing law, XOOM can renew this Agreement with new or revised Terms. XOOM will send you written notice no later than sixty (60) days prior to the end of the term and no more than ninety (90) days prior the end of the term. The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew at the fixed rate or variable rate then in effect in accordance with the notice. 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, except pricing, 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 notice.

**Termination, Moving:** You may cancel your acceptance of the Agreement with XOOM at any time within seven (7) 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 [customer care@xoomenergy.com](mailto:customer care@xoomenergy.com).

When moving to an address within Columbia Gas of Kentucky's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM at least thirty (30) days before your move. Failure to notify XOOM may result in a termination of this agreement and subject you to Cost Recovery Fee's in accordance with the terms of this agreement.



This Agreement shall terminate immediately in the event the Kentucky Public Service Commission ("KPSC") or Columbia Gas decides to end or change the program under which you buy natural gas from XOOM.

XOOM further reserves the right to terminate this Agreement with thirty (30) days written notice in the event you fail to comply with any of the terms and conditions of this Agreement or if there is a substantial change in your natural gas usage.

In the event Columbia Gas removes your account from consolidated billing for any reason, XOOM may either terminate this Agreement or elect to bill you directly in accordance with XOOM policies and procedures.

In all cases, cancellation may take up to two (2) or more Columbia billing cycles, and while the cancellation is taking place, you are still responsible for paying for the gas you consume.

**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 a cost recovery fee ("Cost Recovery Fee") of \$150 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. Again, it will take time for Columbia Gas 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 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 ("Payment Date"). Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, your service may be terminated in accordance with Columbia Gas' 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. 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 <http://xoomenergy.com>; by sending a letter to: XOOM Energy Kentucky, 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 Columbia Gas bill, please contact Columbia Gas 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 Columbia Gas of Kentucky at 800.432.9515.

**Assignment:** This Agreement or any XOOM obligations under this Agreement are assignable by XOOM.

**Service Complaints:** For service problems you should contact Columbia Gas of Kentucky by calling: 800.432.9515.

IN THE EVENT YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 OR Columbia Gas of Kentucky AT 800.432.9515.

**Authorization/Representation/Letter of Agency:** By entering into this Agreement, you authorize XOOM to act on your behalf under Columbia Gas' tariffs in accordance with the rules and regulations of the KPSC. You acknowledge that you are a Columbia Gas account holder, or a person legally authorized to execute this

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Agreement on behalf of the account holder for natural gas service and are at least eighteen (18) years of age. You agree to authorize Columbia Gas to release all information relating to your historical and current natural gas usage 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 where such release is required by court order or by Commission Order or Rule, without your affirmative consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

**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 shall be governed by the laws of the state of Kentucky without recourse to such states choice of law rules. There may be a delay before Columbia Gas switches your natural gas 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 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.

**Entire Agreement:**This Agreement, including the Enrollment form and/or Welcome letter, 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 the subject matter.