# RESCUELOCK 12 TERMS AND CONDITIONS

**Electricity Supply Service**: This Terms and Conditions ("Terms and Conditions" or "Agreement") explains the terms and conditions that apply to your purchase of electricity from XOOM Energy Maryland, LLC ("XOOM," "Company," "we," or "us"). XOOM is an independent retail marketer of electricity licensed (License No. IR-2445) by the Maryland Public Service Commission ("Commission") to supply electricity to customers in the State of Maryland. XOOM's prices are not regulated by the Commission, and XOOM is not affiliated with your local distribution utility ("Local Utility"). By accepting electric service from XOOM, you are entering into a contract with us, you will be bound by this Agreement, and you represent and warrant that the electricity supply being purchased pursuant to this Agreement will be used solely for residential purposes.

**We Are Committed To Your Satisfaction**: If you are not completely satisfied with XOOM's RescueLock 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 agrees to act as your exclusive electric power supplier. The term ("Term") of this Agreement will begin on your next meter read date after your Local Utility processes your enrollment with XOOM and will continue for twelve (12) months. After the initial Term, this Agreement will automatically renew in accordance with the "**Automatic Renewal; Notification of Changes**" section, below, and remain in effect until terminated by you or in writing by XOOM as provided in this Agreement. You will receive a written notice forty-five (45) days before the end of your initial Term.

**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 upon acceptance or if you are not accepted into the program.

**Local Utility Services**: 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**: XOOM will calculate your monthly electricity bill by multiplying (i) the price of electricity per kilowatt hour ("kWh") by (ii) the amount of electricity used during the billing cycle. Your price per kWh will be a fixed price of $0.0829 per kWh. Your price does not include, and you are required to pay, applicable taxes and fees. You may also be required to pay a monthly administrative fee. Your price also does not include your Local Utility's charges, for which you are responsible. Your Local Utility's rate for standard offer electricity service likely will change from time to time and, therefore, XOOM cannot guarantee savings over the Local Utility's rates for the entire term of this Agreement.

**Automatic Renewal; 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 to the end of the initial Term, XOOM will send you a renewal notice describing your renewal options, in the event XOOM elects to renew this Agreement. This Agreement will automatically renew at the fixed rate or variable rate then in effect in accordance with the notice.

**Termination by Customer**: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.

The effective date of your termination will be the next applicable meter read date which the switch becomes effective. Your obligations under this Agreement will end when your account balance is paid in full.

Should you terminate this Agreement, you will have the option of returning to your Local Utility's standard offer service or choosing another electricity supplier. If you cancel this Agreement before the term of the Agreement is completed, XOOM reserves the right to deny you subsequent enrollment in any XOOM supply service.

**Termination by XOOM**: XOOM may terminate this Agreement upon (30) days' written notice.

The effective termination date will occur on the next applicable meter read date after any applicable notice period. Upon termination by XOOM, you will be returned to the Local Utility's standard offer service or you may choose another electricity supplier. Your obligations under this Agreement will end when your account balance is paid in full. If we terminate this Agreement for non-payment by you, you shall be responsible for any applicable Cost Recovery Fee.

**Changes to the Agreement**: XOOM may make changes to any term or condition in this Agreement at any time except for the electricity price. We will notify you of any material change to the Agreement in writing at least forty-five (45) days before any such change be applied to your bill or take effect. If you do not terminate the Agreement before the effective date of the change, the change will become effective on the date stated in the notice.

Notwithstanding any other provision in this Agreement, XOOM reserves the right to change the electricity price in this Agreement upon the occurrence of any event beyond XOOM's reasonable control that increases our obligations or the cost of performing such obligations under this Agreement. If we request such a change, XOOM will provide you notice of the changed price and you will have an opportunity to terminate this Agreement without any further obligation by notifying us in writing within fifteen (15) days after receiving notice of the new price, in which case your electricity supply service will terminate effective as of the next meter read date after expiration of the required notice period. You will remain responsible for any unpaid balance as of the termination date but we will not assess the Cost Recovery Fee.

**Moving**: 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 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 terminate this Agreement early, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee") of $110 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 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**: You will receive a single bill for both your electricity and the delivery of such

electricity from your utility distribution company. Payment is due by the date set forth on the invoice. 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. Payment is due at the date set forth in the invoice and in accordance with the utility's tariff. 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; by sending a letter to: XOOM Energy Maryland, 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 contact the Maryland Public Service Commission by calling 1-888-782-3228, M-F, 8:30 a.m. - 4:00 p.m. EST; or by sending a letter to: Maryland Public Service Commission, 6 St. Paul St., 16th Floor, Baltimore, MD 21202; or by visiting the Commission's website www.psc.state.md.us.

**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: Pepco at 877.737.2662. IF YOU HAVE A POWER OUTAGE OR EMERGENCY PLEASE CALL YOUR LOCAL UTILITY.

**Environmental Disclosure**: A copy of XOOM's environmental disclosure information is available at www.xoomenergy.com.

**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 Maryland Public Service 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 service and are at least eighteen (18) years of age. You authorize XOOM or its authorized representatives to obtain from your Local Utility (and your Local Utility to release) your account name and number, rate classification, all information relating to your historical and current electricity usage, meter readings, billing and payment history, and any other information relating to characteristics of electricity service. 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. XOOM will not give or sell such information to any other party without your consent unless XOOM is required to do so by law or it is necessary to enforce the terms of this Agreement. 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. 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 Maryland 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.

**E-mail Notices**: Unless otherwise required by law, you agree that XOOM may transmit to you all notices via electronic mail ("e-mail"), to the e-mail address you have provided 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 during our service hours which are posted at www.xoomenergy.com or by sending an email to 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.

**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.

**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, strikes, sabotage, acts of God, acts of governmental authority, and events of Force Majeure occurring with respect to the Local Utility, PJM Interconnection, LLC, or other third party systems or assets.

**Entire Agreement**: This Agreement, including the Contract Summary and 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.