



## BIZSIMPLECLEAN 12 TERMS AND CONDITIONS

**We Are Committed To Your Satisfaction:** If you are not completely satisfied with XOOM Energy New Hampshire's BizSimpleClean 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. Alternative methods of terminating service with XOOM include contracting with a new electricity supplier, contracting with an aggregator granted agency authority, or by contacting your local utility to select utility default service.

**Service & Term:** XOOM Energy New Hampshire, LLC ("XOOM" or "Company") agrees to act as your exclusive electric power supplier. XOOM is registered by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity as a competitive electric power supplier ("CEPS") in the State of New Hampshire (Registration No. DM 13-185). The Term of this Agreement will begin with your first meter read by your local utility following your acceptance into the program and will continue for twelve (12) months. You also have the right to change your CEPS at any time and with no advance notice requirement, subject to the payment of any termination fees and all other terms of 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.

**Local Utility Services:** XOOM is an independent retail marketer of electricity 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 Energy is not an agent of your local utility and your utility will not be liable for any of XOOM Energy's acts, omissions or representations.

**Price:** Your rate for electric power purchases will be a fixed price of \$0.0849 per kWh, plus taxes and fees, if applicable. You understand that XOOM's price does not include (and that you will be billed by the distribution company for) charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. The average monthly price for service can be found in your Disclosure Summary, which is incorporated into this Agreement.

**Preferred Form of Communication:** You understand that by accepting this Agreement, you have consented to being sent any future notices and disclosures in electronic form, rather than paper form, and have selected electronic communications as your preferred method of communication. You also understand and that you have the option to supplement your electronic communications with US Mail at any time during your contract by calling XOOM at 1-888-997-8979 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com).

**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 less than 45 days and no more than 60 days prior to 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 to one of XOOM's available products as described in your renewal notice. XOOM reserves the right, with fifteen (15) days' notice, to amend this Agreement to adjust its service to accommodate any 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.



**Rescission:** If you initially received this Agreement in person or electronically, you may rescind your authorization to use XOOM by notifying XOOM within five (5) business days from the date of the initial electronic delivery of this Agreement. If you initially received this Agreement by first class mail, you may rescind your authorization to use XOOM six (6) business days from the initial postmarked date without penalty or cancellation fee by calling XOOM at 1-888-997-8979 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com).

**Relocation:** 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 or XOOM 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 cancel this Agreement early, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee") of \$500 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.

**Credit and Deposits:** This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. If XOOM holds your deposit longer than thirty (30) days, your deposit will accrue interest from the day it was received by XOOM at a rate in accordance with applicable law.

**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. XOOM will pass through to you all costs and fees related to the collection of any past due charges, including but not limited to collection agency fees, legal and court fees and account termination fees. By accepting this Agreement, you understand and agree to allow your utility to share billing and payment information with XOOM, including participation in budget billing or extended payment arrangements. 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 in the process of filing or plan to begin any bankruptcy proceedings. Payments are due on the date determined by your local utility and stated on the local utility bill. 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 this Agreement with ten (10) days written notice for non-payment. 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 [xoomenergy.com](http://xoomenergy.com) by sending a letter to: XOOM Energy New Hampshire, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com). XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If you have questions about your rights and responsibilities as a rate payer or want to file a complaint regarding disputes with



XOOM, please contact NHPUC's Consumer Services and External Affairs Division at 1-800-852-3793.

**Assignment:** This Agreement or any XOOM obligations under this Agreement are assignable by XOOM without requiring your consent. In the event that XOOM proposes to transfer or sell the right to serve existing customer accounts, XOOM will provide a written notice to each affected customer no less than 30 days prior to the effective date of such transfer or sale. This notice will include i) Notice that XOOM shall discontinue providing services to the customer, ii) notice of the date by which XOOM will discontinue providing services to the customer, iii) notice that unless you select an alternate supplier, that you will be assigned to the proposed transferee or buyer, iv) notice that the change of supplier shall be without charge to the customer, v) any differences between the rates, terms, and conditions offered by XOOM and the proposed transferee or buyer, or confirm that all rates, terms, and conditions offered by XOOM will remain the same with the proposed transferee or buyer after assignment, vi) the name, address, telephone number, and e-mail address of the proposed transferee or buyer, vii) the date that by which you must select an alternate supplier, which may include selection of utility default service, in order for such selection to be effective by your next meter read date, viii) notice that no early termination fee will be charged to you in the event that a customer selects an alternate supplier by the date indicated in this written notice.

**Service Complaints, Emergencies:** For service complaints and to report an emergency, such as power outage or downed power line, you should contact 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 New Hampshire Department of Public Utilities. 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 agree to authorize XOOM to obtain your credit history to determine if your credit standing is satisfactory for obtaining electricity under this Agreement. XOOM will not release your confidential information without a written authorization statement that includes your name, account number(s), and the unique utility assigned authorization. Confidential information includes, but is not limited to, your name, address, e-mail address and telephone number; and your individual payment information. 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.

**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, 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, together with the Enrollment form, Disclosure Summary, 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 the subject



matter.

**Headquarters:** XOOM is headquartered in: 11208 Statesville Road, Suite 200, Huntersville, NC 28078; 1-704-274-1450 (Office); 1-877-396-6041 (Facsimile); Internet Address: [www.xoomenergy.com](http://www.xoomenergy.com); Email Address: [info@xoomenergy.com](mailto:info@xoomenergy.com).

Please refer to "Customer Service, Dispute Resolution" above for contact information for complaints.

**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:** For the purpose of bill 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 New Hampshire 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.