



## VARIABLE PRICE PLAN (SIMPLEFLEX) TERMS AND CONDITIONS

**We Are Committed To Your Satisfaction:** If you are not completely satisfied with XOOM Energy Georgia, LLC's ("XOOM Energy's") Variable Price 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 with its terms.

**Contact Information:** You may contact XOOM Energy directly by calling 1-855-203-3808 during our service hours of 8:00 AM EST to 11:00 PM EST Monday through Friday, and Saturday 9:00 AM EST to 7:00 PM EST; by sending a letter to: XOOM Energy Georgia, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078; or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com).

**Service & Term:** XOOM Energy Georgia, LLC ("XOOM Energy") has received a certificate of authority from the Georgia Public Service Commission ("GPSC") to offer and supply natural gas in Georgia and is a qualified natural gas supplier under your Electing Distribution Company's ("Atlanta Gas Light Company" or "AGL") tariff. In this Agreement, XOOM Energy agrees to act as your exclusive natural gas supplier. XOOM Energy will supply natural gas to AGL based on how much gas you consume, and AGL will deliver the natural gas to you. The GPSC does not regulate XOOM Energy's prices for gas.

The term of this Agreement will begin with your first meter read after AGL processes your enrollment and will continue on a month-to-month basis until terminated by you or XOOM Energy as set forth in the accompanying Disclosure Statement, which is incorporated into this Agreement. Your Agreement with XOOM Energy includes your enrollment authorization, these Terms and Conditions, XOOM Energy's enrollment documentation (which includes your Confirmation Email and Welcome Letter), and the Disclosure Statement, as they may be amended from time to time ("Agreement"). By accepting natural gas service from XOOM Energy, you are entering into a contract with XOOM Energy and will be bound by the terms of this Agreement.

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

**Local Distribution Services:** XOOM Energy is a natural gas supplier and is not affiliated with AGL. AGL will continue to deliver your natural gas, read your meter, and make necessary repairs to its natural gas distribution facilities as your local distribution utility. AGL will also respond to emergencies and provide other basic utility services as required. Please call AGL at 877.427.4321 in the event of an emergency such as a gas leak. XOOM Energy is not an agent of AGL, and AGL will not be liable for any of XOOM Energy's acts, omissions, or representations.

**Price:** As set forth in your Disclosure Statement, which is incorporated into this Agreement, your rate for gas purchases under this Agreement will be a variable price, per therm that may change on a monthly basis, plus taxes and fees, if applicable. 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 Energy's pricing strategies and profit margin. These various fees, taxes and charges will appear separately on your monthly bills. You may also be required to pay a monthly Base Charge in the amount set forth in your Disclosure Statement.



**Right of Rescission:** You may cancel your acceptance of this Agreement with XOOM Energy without penalty or fee by contacting XOOM Energy before midnight, Eastern Time, of the third business day after the date of your enrollment authorization and receipt of the your enrollment materials (“Cancellation Period”). You may cancel your Agreement during the Cancellation Period by calling XOOM Energy at 1-855-203-3808 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com).

**Billing and Payment:** XOOM Energy will bill you regularly and you must pay your bill. You will receive a single bill for both the gas you consume and the delivery of such gas by AGL. Your bill includes charges for all gas supplied to you based on XOOM Energy’s Energy Service Charges and Base Charge, AGL’s Related Fees, and any deposit. For purposes of this Agreement, Related Fees shall include any and all fees allowed to be charged by the PSC or AGL in relation to delivering gas service to the Service Address identified at the time of enrollment. This amount includes, but is not limited to, the following items: (i) AGL base charge, (ii) Interstate Capacity Charge, (iii) Sales Tax and (iv) any additional non-recurring or discretionary fees. Occasionally your bill will contain charges or credits for adjustments related to those charges or your gas consumption.

Your bill will be based on monthly meter readings provided to XOOM Energy by AGL. If there is an error in your meter reading, XOOM Energy will adjust its bill to you upon AGL providing a corrected meter reading to XOOM Energy. 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. Your first bill payment will be due on the date specified in the bill. If you do not pay your bill by the due date and your total past due amount is \$30 or more, we may charge you a Late Payment Penalty in the amount of \$10.00 or 1.5 percent of the past due amount, whichever is greater.

Please call XOOM Energy if you anticipate having difficulty paying your bill by the due date. You may be eligible for a payment plan or a deferred payment plan option.

XOOM Energy may charge a service processing fee of \$4.95 for any payment processed by a XOOM Customer Care Specialist. XOOM Energy will charge \$35 for each payment transaction that is returned unpaid or not processed including: 1) returned checks, 2) returned electronic fund transfers, and 3) rejected credit card transactions. This charge will be reflected as Returned Payment Charge on your monthly bill, if applicable. Prior to any disconnection, XOOM Energy will provide you with 15 day written notice. If you receive a disconnection notice, XOOM Energy may charge you a Disconnection Notice Fee and a Disconnect Recovery Charge if you do not pay the past due amount before the date your service is subject to disconnection as stated in the disconnection notice. The \$10 Disconnection Notice Fee applies in the event that XOOM Energy sends a disconnection notice. The \$35 Disconnect Recovery Charge applies if you do not pay the past due amount before the date your service is subject to disconnection as stated on your disconnection notice, regardless of an extension on your account for any reason, including your eligibility for payment assistance or a deferred payment plan. In all events, you shall remain obligated to pay for all gas service received by you and any interest, fees and penalties incurred by XOOM Energy. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM Energy.

**Customer Care, Alternate Billing and Payment Options:** If you have any questions, concerns, billing inquiries, or you are interested in applying for the following services we offer, please contact us.



**Budget Billing:**

Budget Billing is an optional payment program designed to provide predictable billing by equalizing payments over a period of time. Budget Billing is available for the XOOM Energy portion of your bill. Your monthly bill will reflect the actual amount of gas you use, the actual bill amount, and any deferred balance on your account.

XOOM Energy will forecast your usage by reviewing your consumption history and calculate an average monthly payment amount. Your bill amount will be comprised of your monthly budget payment, all AGL charges, and any additional fees not related to your consumption which may include, but not be limited to, disconnect fees.

Periodically under this option, XOOM Energy will review your account to determine if your Budget Billing payment is still appropriate. The amount of gas actually used is compared with the amount that was estimated to determine if an adjustment to your monthly payment is necessary. Your monthly bill amount may also be adjusted based on changes to your XOOM Energy rate. At the time of review, your new monthly Budget Billing payment will be adjusted for any variance, whether positive or negative, between what you have paid and your actual charges. This variance will be evenly distributed over the next Budget Billing plan period or until the next review.

In the event that you choose to cancel your Budget Billing plan, your Agreement is cancelled or terminated, or your natural gas service is disconnected, your account will be reconciled and any variance between what you paid and your actual charges will be applied to your account and reflected on your next invoice. If this amount is a charge, payment for this variance, along with all other charges on your account, will be due on or before the due date of this invoice.

**Deposits:** XOOM Energy does not deny service based on your credit score. However, you may have to provide an initial deposit before receiving natural gas service if you cannot demonstrate satisfactory credit. An initial deposit may also be required to continue to receive natural gas service, if you have been late paying your bill more than once during the last 12 months or your service has been disconnected for non-payment. You may be required to provide an additional deposit to continue to receive natural gas service if you have not paid all bills in a timely manner for a period of three months. If a deposit is required, the total amount of your deposit will not exceed \$150.00. If you have paid all of your XOOM Energy bills in a timely manner, XOOM Energy will return your deposit for gas service held for a minimum of six (6) months.

**Move-in/Relocation:** When moving to an address within AGL's service territory, XOOM Energy will make every effort to transfer your service to your new service address, provided that you notify us within thirty (30) days of your move. If a transfer of service is not successful or you move to a location outside AGL's service territory or a territory not serviced by XOOM Energy, this Agreement will automatically terminate with no cancellation fees. Failure to notify XOOM Energy of your move will be considered a cancellation of this Agreement. Until your XOOM Energy gas supply service is terminated by AGL, you will remain responsible for payment of all outstanding balances and charges on your account, including the Move-in Fees assessed by AGL and XOOM Energy, as set forth in your Disclosure Statement.



**Termination by You:** You may cancel this Agreement at any time, with no cancellation fees.

**Termination by XOOM Energy:** XOOM Energy may cancel this Agreement for any reason by giving thirty (30) days written notice of its intention to terminate, regardless of whether or not the reason for termination is remedied after notice. XOOM Energy may also cancel this Agreement by giving fifteen (15) days written notice for nonpayment.

While the cancellation is taking place, you are still responsible for paying for the gas you consume and all other charges billed to you, and your obligations under this Agreement will continue until your account is paid in full.

**Changes to this Contract:** XOOM Energy will notify you at least thirty (30) days in advance of implementing any changes to this Agreement, including any provisions governing price, pricing methodology, or assignment of this Agreement.

**Customer Service, Dispute Resolution:** If you have a question about your XOOM Energy charges or service you may contact XOOM Energy directly by calling 1-855-203-3808 during our service hours which are posted at [www.xoomenergy.com](http://www.xoomenergy.com); by sending a letter to: XOOM Energy Georgia, 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 AGL's service or charges, please contact AGL directly at 404-584-4000. If you contact XOOM Energy and a dispute cannot be resolved, you may contact the Georgia Consumer Affairs office by calling 800-282-5813 or 404-656-4501 or visiting the website at <http://www.psc.state.ga.us/contactinfo.asp>. If you need information regarding heating assistance please contact H.E.A.T., Inc. at 678- 406-0212.

**Assignment:** This Agreement or any XOOM Energy obligations hereunder are assignable by XOOM Energy without requiring your consent, provided that XOOM Energy notifies you thirty (30) days in advance of assignment. You may not assign or in any way transfer this Agreement.

**Authorization/Representation/Letter of Agency:** By entering into this Agreement, you authorize XOOM Energy to act on your behalf under AGL's tariffs in accordance with the GPSC rules and regulations. You acknowledge that you are at least eighteen (18) years of age. You authorize XOOM Energy or its authorized representatives to obtain from AGL, and AGL to release all information relating to your account needed to service you under this Agreement, including, your historical and current natural gas usage, billing and payment history, meter readings, and characteristics of natural gas service.

**Limitation of Liability and Warranty:** XOOM ENERGY WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM ENERGY 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.

**Miscellaneous:** You will promptly notify XOOM Energy if there is any substantial change in your natural gas consumption. For the purpose of accounting, both parties accept the quantity, quality and measurements determined by AGL. 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 state's choice of law rules. There may be a delay before AGL switches your gas supply to XOOM Energy. AGL will deliver your natural gas, read your meter, and make necessary repairs to its natural gas distribution facilities. XOOM Energy is not liable for AGL's failure to timely deliver natural gas service.



**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 Energy will not be responsible for supplying 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 Energy 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 Energy being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM Energy may cancel this Agreement if your usage of natural gas changes substantially.

**Entire Contract:** This Contract (including your enrollment authorization, Confirmation Email and Welcome Letter and Disclosure Statement) constitutes the entire contract and understanding between you and XOOM Energy with respect to its subject matter and supersedes all prior written and oral agreements and representations made with respect to the subject matter.