



SIMPLEFLEX - AIRLINE REWARDS TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Kentucky's SimpleFlex - Airline Rewards 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 Kentucky, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier. The Term of this Agreement will begin when Columbia Gas switches your account to XOOM and will continue on a month-to-month basis.

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 is not an agent of Columbia Gas 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 Mcf, 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. XOOM cannot guarantee savings over your Local Utility's rates for the any given month or for the entire term of this Agreement. You are responsible for all charges assessed and billed by Columbia Gas for all applicable utility charges, which are not included in your rate.

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 customercare@xoomenergy.com.

When moving to an address within Columbia Gas' service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM thirty (30) days prior to your move. If a transfer of service is not successful or you move to a location outside Columbia Gas' 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. 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.

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 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.

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. 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, 804 Carnegie Center, Princeton, NJ 08540, or by sending an email to 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 KY at 800.432.9515.

Assignment: This Agreement or any XOOM obligations hereunder are assignable by XOOM.

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

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

Your Authorization to Release Your Information for Use and Sharing: By entering into this Agreement, you authorize XOOM to act on your behalf under Columbia Gas's tariffs in accordance with the rules and regulations of the KPSC. 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 natural gas services and that you 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 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. Neither your customer account number nor any other financial information will be released by XOOM, except as required by law, without your 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 Columbia Gas. 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 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: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 a 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 such subject matter.



XOOM Energy Airline Rewards Program Terms for American Airlines AAdvantage® Members:

a) American Airlines reserves the right to change the AAdvantage® program and its terms and conditions at any time without notice, and to end the AAdvantage® program with six months notice. Any such changes may affect your ability to use the awards or mileage credits that you have accumulated. Unless specified, AAdvantage® miles earned through this promotion/offer do not count toward elite-status qualification or AAdvantage Million MilerSM status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit aa.com/aadvantage. American Airlines, AAdvantage, the Flight Symbol logo and AAdvantage Million Miler are marks of American Airlines, Inc.

b) Rewards are subject to the Terms of Service between XOOM and you, including, but not limited to, all terms related to dispute resolution, including the following terms and conditions. XOOM reserves the right to disqualify any account holder from participation in reward programs.

c) After the closing date of each billing cycle XOOM will calculate the total dollar amount of electricity and/or natural gas supply purchased (XOOM service charges) on your behalf (charged to your account during that billing cycle) and the mileage credit due to you as set forth in paragraph (d). XOOM will subsequently request that American Airlines award the AAdvantage® mileage credit. If your XOOM account status is not active and current on the date a billing cycle closes, no XOOM service charges will be reported to American Airlines for that billing cycle. For purposes of this program, active accounts are defined as those that are billing more than \$0 on the XOOM Energy Airlines Reward Program plan and those for which XOOM has not received a request on behalf of the customer to discontinue (drop) their service. The dollar amount of XOOM service charges for a billing cycle is the dollar amount of all purchases of electricity and/or natural gas made by XOOM on your behalf and placed on your account during the billing cycle and any XOOM monthly fees, reduced by any credits posted to the account during the billing cycle.

d) You will earn 2 AAdvantage® miles for every one dollar (\$1.00) of XOOM service charges made on your account rounded to the nearest dollar. Please allow 8-10 weeks for mileage postings to appear on your AAdvantage® account statement. There will be delays between the date XOOM makes a XOOM service charge on your behalf, the date XOOM reports your XOOM service charge to American Airlines, and the date that American Airlines credits your AAdvantage® account. For this and other reasons, the records of XOOM and the records of American Airlines regarding accrued mileage may differ. Mileage credits will not be available for use by you until they are awarded by American Airlines. In the event of any discrepancy, the records of American Airlines will control the determination of mileage credit awards.

e) From time to time, XOOM may offer bonuses or other premiums (for example, Account Activation Miles) to new XOOM customers. These bonuses are solely for persons who are not currently, and have not previously been, XOOM customers; therefore, unless otherwise stated, you are not eligible to receive these bonuses for any new XOOM account you open after your initial account is opened. Further, unless otherwise stated, you will only be eligible to receive these bonuses after your 2nd billing cycle as an XOOM account holder if at that time your account status is both current and active as defined in paragraph (c). A single customer is eligible to receive rewards or bonuses for a total of four accounts, regardless of the total number of accounts enrolled. If you receive a bonus for which you are not eligible, XOOM may request American Airlines to revoke the bonus, or reduce your mileage credit by the amount of the bonus, or charge your account for the fair value of the bonus.



f) For avoidance of doubt, should you choose to change your plan or cancel your XOOM Energy Airline Rewards Program, you will no longer qualify for the XOOM Energy Airline Rewards Program.



XOOM Energy Airline Rewards Program Terms for Southwest Airlines Rapid Rewards® Members:

a) Rapid Rewards® is a program offered by Southwest Airlines®. It is not a product or program of XOOM Energy LLC. Southwest Airlines is solely responsible for establishing the terms and conditions of your participation in the Southwest Airlines Rapid Rewards program. All Rapid Rewards terms and conditions apply and can be found at Southwest.com/rrterms. Southwest Airlines may change or terminate the Rapid Rewards program rules in accordance with the Southwest Airlines Rapid Rewards terms and conditions.

b) Rewards are subject to the Terms of Service between XOOM and you, including, but not limited to, all terms related to dispute resolution, including the following terms and conditions. XOOM reserves the right to disqualify any account holder from participation in reward programs.

c) After the closing date of each billing cycle XOOM will calculate the total dollar amount of electricity and/or natural gas supply purchased (XOOM service charges) on your behalf (charged to your account during that billing cycle) and the point credit due to you as set forth in paragraph (d). XOOM will subsequently request that Southwest Airlines award the point credit. If your XOOM account status is not active and current on the date a billing cycle closes, no XOOM service charges will be reported to Southwest Airlines for that billing cycle. For purposes of this program, active accounts are defined as those that are billing more than \$0 on the XOOM Energy Airlines Reward Program plan and those for which XOOM has not received a request on behalf of the customer to discontinue (drop) their service. The dollar amount of XOOM service charges for a billing cycle is the dollar amount of all purchases of electricity and/or natural gas made by XOOM on your behalf and placed on your account during the billing cycle and any XOOM monthly fees, reduced by any credits posted to the account during the billing cycle, rounded up or down to whole dollar amounts. Point accumulation is subject to certain limitations, exclusions, and restrictions by Southwest Airlines. There is no limit to the number of Rapid Rewards points that may be earned. Bonus points do not count toward tier status or Companion Pass status. XOOM is not responsible for awarding points under the Southwest Airlines Rapid Rewards program, arranging or providing any services related to travel, the use of points, any delay, failure, or refusal by Southwest Airlines to award or redeem points for award travel, or any decision by Southwest Airlines to revoke or cancel points or membership in the Southwest Airlines Rapid Rewards program.

d) You will earn two (2) Rapid Rewards points for every one dollar (\$1.00) of XOOM service charges rounded to the nearest dollar. You will earn 10,000 Rapid Rewards bonus points for each electric account you enroll or 5,000 Rapid Rewards bonus points for each natural gas account you enroll after the account has been active for 2 months. Bonus points will appear in your Rapid Rewards account within eight weeks after you earn your enrollment bonus. Southwest Airlines will show accrued point credits on your Southwest Airlines Rapid Rewards statement. There could be delays between the date XOOM makes a purchase on your behalf, the date XOOM reports your point credit to Southwest Airlines, and the date that Southwest Airlines credits your Southwest Airlines Rapid Rewards account. For this and other reasons, the records of XOOM and the records of Southwest Airlines regarding accrued points may differ. Points will not be available for your use until they are posted to your Rapid Rewards account. In the event of any discrepancy, the records of Southwest Airlines will control the determination of point awards.

e) From time to time, XOOM may offer bonuses or other premiums (for example, Account Activation Points) to new XOOM customers. These bonuses are solely for persons who are not currently, and have not previously been, XOOM customers; therefore, unless otherwise stated, you are not eligible to receive these bonuses for any new XOOM account you open after your initial account is opened. Further, unless otherwise stated, you will only be eligible to



receive these bonuses after your 2nd billing cycle as an XOOM account holder if at that time your account status is both current and active as defined in paragraph (c). A single customer is eligible to receive rewards or bonuses for a total of four accounts, regardless of the total number of accounts enrolled.

f) For avoidance of doubt, should you choose to change your plan or cancel your XOOM Energy Airline Rewards Program, you will no longer qualify for the XOOM Energy Airline Rewards Program.

g) XOOM is responsible for its obligations under its Agreement with you (the Terms of Service) but XOOM is not responsible for the administration of the Southwest Airlines Rapid Rewards program. Southwest Airlines is not a party to the XOOM Agreement, and Southwest Airlines is not responsible for any goods or services supplied by XOOM.

h) By entering into the XOOM Agreement (the Terms of Service), you will be deemed to have authorized XOOM and Southwest Airlines to share information with each other about your account consistent with the respective privacy policies of XOOM and Southwest Airlines.