



## SIMPLEFLEX 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. **Note: Recipients of home energy assistance are not eligible to enroll on this product and this contract is not approved for that use. Your signature to this agreement affirms that you are not receiving, and have not received during the previous fiscal year, energy assistance from an energy assistance program.**

**We Are Committed To Your Satisfaction:** If you are not completely satisfied with XOOM’s 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 the terms contained herein.

**Service & Term:** XOOM agrees to act as your exclusive electric power supplier. The Term of this Agreement will begin when your Local Utility 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 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 Local 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 variable price that may change on a monthly basis. 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 any given month or for the entire term of this Agreement. There is not a limit on how much the price may change from one billing cycle to the next. Your price does not include, and you will be required to pay, applicable taxes and fees. You may also be requested to pay a monthly administrative fee. Your price also does not include your Local Utility’s charges, for which you are responsible. XOOM will post on its website your rate for your next billing period at least twelve days prior to the close of your billing period. You can access your rate for your next billing period by visiting the XOOM Energy Maryland website at <https://xoomenergy.com/en/maryland-variable-rates>. Recipients of home energy assistance will not be charged a termination fee.



**Termination and Moving:** 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](mailto:customercare@xoomenergy.com).

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, 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. 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.

**Termination by Customer or XOOM:** You may terminate this Agreement at any time.

XOOM may terminate this Agreement upon thirty (30) days' written notice.

**Note:** Your local utility is required by law to notify us if you begin receiving energy assistance through an approved program. If you are so identified by your utility or otherwise, we will notify you that your contract will be promptly cancelled early, and your service will be switched to your local utility's standard offer supply service. You will not be charged a cancellation fee. Once so identified: (i) we will continue to charge you your current contract price for the remainder of your service unless your local utility's standard offer price is lower; and (ii) you will forfeit the ability to earn any awards from us.

**Credit, Payment and Collection:** You will receive a single bill for both your electricity and the delivery of such electricity from your Local Utility. Payment is due by the date set forth on the invoice ("Payment Date"). 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](http://www.xoomenergy.com); by sending a letter to: XOOM Energy Maryland, LLC, 804 Carnegie Center, Princeton, NJ 08540 or by sending an email to [customercare@xoomenergy.com](mailto: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](http://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: PotomacEdison at 888.544.4877. IN THE EVENT OF 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](http://www.xoomenergy.com).

**Your Authorization to Release Your Information for Use and Sharing:** By entering into this contract, you authorize us to act on your behalf under your utility's tariffs in accordance with the rules and regulations of the state public utility commission ("PUC") where you take service. You further acknowledge that this contract provides authorization for your local utility to release all information regarding your energy supply account(s) to us so we can provide the services described herein. This information may include, but is not limited to, usage information, billing determinants, bill cycle, budget billing status, address, account type, tax exemption status, rate service class, load profile, demand data, meter number, special account exceptions, public assistance status, existence of medical emergencies or disability, tax status and eligibility for economic development or other incentives, standard service status, electronic interval data when available, credit information when applicable, and all other data and information permitted by law to be disclosed to us to provide our services.

We also obtain information about you as outlined in our privacy policy (posted on our website) such as when you voluntarily provide personal information to us, use our website or mobile applications, or when we add information about you to your account profile from publicly available sources.

We will maintain the confidentiality of your personal information including your name, address, telephone number, email, account numbers, energy usage and historic payment information as required by applicable PUC regulations as well as federal and state laws.

Our use and sharing of your information will be consistent with the purposes and uses disclosed in our privacy policy, as amended from time to time and posted on our website. Your information may be disclosed if required by law, such as pursuant to a lawfully issued subpoena or other legal process. Further, you understand that your information may be disclosed to an affiliate or a third-party to provide services or products to you, and any disclosure of such information will be made under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to you or improved products to us. This authorization also allows us to contact you about our other products and services and to share information about your account with any designated rewards partner or with any affiliate, third-party vendor or marketing partner we use to provide services and rewards to you. We reserve the right to share your information with our affiliates and marketing partners, to the extent permitted by law and/or as authorized when you provide your consent.

If you do not wish for us to use or share information about your account in the manner described above, you may cancel this contract by calling us at our contact information listed herein.

**Changes to this Agreement:** XOOM may make changes to any term or condition in this Agreement at any time except for the price, which can be adjusted monthly. We will notify you of any material change to the Agreement in writing at least forty-five (45) days before any such change(s) 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.

**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](http://www.xoomenergy.com) or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com).



**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 such delays.

**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.

#### **Cash Back Rewards Program Terms**

**Eligibility:** Your rewards are offered by XOOM Energy Rewards are subject to the following terms and conditions. For purposes of receiving rewards, active accounts are defined as those (i) that are billing more than \$0 and (ii) for which we have not received a request to discontinue (drop) service or change programs. XOOM Energy may at its discretion send a combined reward payment if you have more than one account enrolled. Rewards are also subject to the Terms and Conditions between XOOM Energy and you, including, but not limited to, all terms related to dispute resolution. XOOM Energy reserves the right to disqualify any account holder from participation in reward programs.

**Rebate Information:** Any tax liability relating to a rebate is your sole responsibility. XOOM Energy is not responsible for resolving any conflicting claims to rebates. Rebates may not be applied as credits or offsets to reduce the amount owed on your account. Rebates shall have no cash value until the rebates are issued. You have no property rights or other legal interest in rebates until rebates are received. You may not assign, transfer or pledge rebates. The terms and conditions of rebates may be modified or rebates may be discontinued at any time at XOOM Energy's sole discretion. If XOOM Energy discontinues the rebate programs, you will be eligible for a pro-rated rebate, based on the portion of your Program or Rebate Period that has been completed. However, if



rebates are found to be in violation of any applicable law, then XOOM Energy will not have any obligation to provide any rebates to you.

**Electric Cash Back Information:** Cash Back is a rebate program offered by XOOM Energy. Upon enrollment with SimpleFlex, your account will automatically be enrolled in the Cash Back rebate program, and you will become eligible to receive a 5% Cash Back rebate for every \$1 spent on the supply portion of your monthly residential electricity bills. To be eligible, you must remain active and in good standing on all qualifying accounts for 12 consecutive months.

For avoidance of doubt, should you choose to change your plan within one of the 12-month periods, you will forfeit all existing cash back values for that period. Similarly, your account must be in good standing with no past due billing at the time rebate is paid.

Your Cash Back rebate will be paid via check or rewards card and sent to the mailing address associated with your account after every 12 consecutive months of service on the SimpleFlex plan. Please allow 60 days after the close of every 12-month period to receive each rebate. Rebates will be paid via check and delivered to the mailing address on your account. Budget billing customers will be awarded based on the monthly budget billing amount, plus or minus any periodic reconciliation or true-up that is required.

**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 such subject matter.