



## BIZSIMPLECLEAN 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 small business commercial 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 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.

**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 \$0.1059 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. Recipients of home energy assistance will not be charged a termination fee.

**Automatic Renewal; Notification of Changes:** No later than forty-five (45) days prior the end of the initial Term, XOOM will send you a renewal notice describing additional service plans for your consideration, 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](mailto:customercare@xoomenergy.com).

You may terminate this Agreement by providing thirty (30) days' written notice to XOOM 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). The effective date of your termination will be the next applicable meter read date after expiration of the required 30-day notice period. 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 (1) upon fourteen (14) days' written notice due to non-payment by you, or (2) upon forty-five (45) days' written notice if due to a change in law or other act beyond our reasonable control and as a result of which we are no longer able to serve you, or (3) your electricity usage changes substantially as determined by XOOM. In addition, XOOM may terminate this Agreement upon forty-five (45) days' written notice effective as of the end of the then-current term, in which case the Agreement will not automatically renew.

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 Early Termination Fee.

**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.

**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. Notice is not required for a change that is beneficial to you.

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 Early Termination 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.

**Early Termination 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 an early termination fee ("Early Termination Fee") of \$199 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](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: BGE - Electric at 877.778.2222. 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](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.

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