



## Residential Gas Customer - SIMPLEFLEX - AIRLINE REWARDS

**We Are Committed To Your Satisfaction:** If you are not completely satisfied with XOOM Energy Michigan's program for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Contract at any time as allowed in the SimpleFlex - Airline Rewards Program Rules.

**Service & Term:** XOOM Energy Michigan, LLC ("XOOM" or "Company") agrees to act as your exclusive natural gas supplier. The term of this Contract will begin with your first bill issued by Consumers Energy on behalf of XOOM following your confirmation into the SimpleFlex - Airline Rewards program 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 Consumers Energy. In addition to an email confirmation, a Confirmation Letter, which will include a hard copy of this Contract, will be mailed to you within 7 days of signing this contract with XOOM Energy.

**Local Utility Services:** XOOM is an alternative gas supplier of natural gas and is not affiliated with Consumers Energy. Consumers Energy will continue to deliver your gas, read your meter, make necessary repairs, and send you a bill. Consumers Energy will also respond to emergencies and provide other basic utility services as required. XOOM Energy is not an agent of Consumers Energy and Consumers Energy will not be liable for any of XOOM Energy's acts, omissions, or representations.

**Price:** Your rate for gas purchases will be a variable rate per Mcf that may change on a monthly basis, plus taxes, 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. Your monthly rate is determined on the last scheduled date for utility rate changes. Your monthly variable rate is based on XOOM's Monthly Gas Acquisition Costs (MGAC), which is determined by XOOM's actual and estimated monthly wholesale gas costs, plus a Monthly Program Cost Adder (MPCA). As an example, if XOOM's MGAC is \$4.00 per Mcf and the MPCA is determined to be \$1.50 per Mcf, your price would be \$5.50 per Mcf. You will continue to be responsible for all charges billed by Consumers Energy for all services it provides, including customer charges, distribution, fees or taxes specifically associated with services it continues to provide during the term of this Contract.

**Termination:** You may cancel this Contract with XOOM at any time within thirty (30) days of your signing Contract ("Cancellation Period") without penalty or cancellation fee by calling XOOM Energy Michigan at 1-888-997-8979 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com). If you cancel this contract and choose to switch to another supplier, the utility may charge you a \$10 switching fee. If you switch back to the utility for gas



service, you must remain with the utility for twelve (12) months.

**Moving:**When moving to an address within Consumers Energy's service territory, XOOM will make every effort to transfer your services to your new 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 Consumers Energy service territory, or a territory not serviced by XOOM, this Contract will automatically terminate at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Contract in accordance with its terms and a termination fee may apply.

**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 Michigan, LLC, 804 Carnegie Center, Princeton, NJ 08540, or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com). For questions about your Consumers Energy bill, please contact Consumers Energy 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 resolution cannot be reached with Consumers Energy or with XOOM, you may contact the Michigan Public Service Commission for help, toll free, at 1-800-292-9555 (within Michigan) or 1-517-241-6180 (outside of Michigan).

**Assignment:**This Contract or any XOOM obligations under this Contract are assignable by XOOM to a Michigan licensed Alternative Gas Supplier.

**Service Complaints:**For service problems you should contact Consumers Energy by calling: Consumers Energy at 800.477.5050. IN THE EVENT OF A GAS-RELATED EMERGENCY, SUCH AS A GAS LEAK, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL CONSUMERS ENERGY or 911.

**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.

**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 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 Contract if your usage of gas changes substantially or 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 or prohibited from carrying out the terms of this Contract.

**Entire Contract:** This Contract constitutes the entire contract and understanding between you and XOOM with respect to its subject matter and superseding all prior written and oral contracts and representations made with respect to the subject matter.

**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 company. 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 Michigan without recourse to such states choice of law rules. There may be a delay before your local utility



switches your natural gas supply to XOOM. XOOM is not responsible for such delays.



## **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 Miler<sup>SM</sup> 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](http://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](https://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.