



SIMPLECLEAN 12 TERMS AND CONDITIONS

****NOTE: This Agreement includes a mandatory arbitration, class action waiver, and waiver of jury trial provision. You should review this provision at the end of this agreement to understand your rights in the event of a dispute.****

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy New Hampshire's SimpleClean 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. Alternative methods of terminating service with XOOM include contracting with a new electricity supplier, contracting with an aggregator granted agency authority, or by contacting your local utility to select utility default service.

Service & Term: XOOM Energy New Hampshire, LLC ("XOOM" or "Company") agrees to act as your exclusive electric power supplier. XOOM is registered by the New Hampshire Department of Energy to offer and supply electricity as a competitive electric power supplier ("CEPS") in the State of New Hampshire (Registration No. REG 2021-005). The Term of this Agreement will begin with your first meter read by your local utility following your acceptance into the program and will continue for twelve (12) months. You also have the right to change your CEPS at any time and with no advance notice requirement, subject to the payment of any termination fees and all other terms of this Agreement.

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 if you are not accepted into the program.

Local Utility Services: XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. 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 Energy is not an agent of your local utility and your utility will not be liable for any of XOOM Energy's acts, omissions or representations.

Price: Your rate for electric power purchases will be a fixed price of \$0.1389 per kWh, plus taxes and fees, if applicable. You understand that XOOM's price does not include (and that you will be billed by the distribution company for) charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. The average monthly price for service can be found in your Disclosure Summary, which is incorporated into this Agreement.

Preferred Form of Communication: You understand that by accepting this Agreement, you have consented to being sent any future notices and disclosures in electronic form, rather than paper form, and have selected electronic communications as your preferred method of communication. You also understand and that you have the option to supplement your electronic communications with US Mail at any time during your contract by calling XOOM at 1-888-997-8979 or by sending an email to customer care@xoomenergy.com.

Renewal Notice; Notification of Changes: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. XOOM will send you written notice no less than 45 days and no more than 60 days prior to the end of the Term. The notice will specify the date by which you must advise XOOM if you do not want to renew your Agreement. If you do not advise XOOM by the specified date, this Agreement will automatically renew to one of XOOM's available products as described in your renewal notice. XOOM reserves the right, with fifteen (15) days'



notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff or other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement.

Rescission: The residential or small commercial customer understands that the customer or the customer representative has the following period of time during which to rescind authorization of the service contract before it becomes binding:

- a. Within five (5) business days from the date you electronically receive the terms of service, except that the rescission period is ten (10) business days for a residential customer enrolled through in-person solicitation at the customer's residence; or
- b. Within six (6) business days from the postmarked date of the terms of service agreement being mailed to you by first class mail; except that the rescission period is eleven (11) business days for a residential customer enrolled through in-person solicitation at the customer's residence.

You may rescind your authorization to use XOOM by calling XOOM at 1-888-997-8979 or by sending an email to customercare@xoomenergy.com.

Relocation: 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 or XOOM 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.

Cost Recovery 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 cancel this Agreement early, you will be responsible for paying a cost recovery fee ("Cost Recovery Fee") of \$110 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. XOOM may choose not to collect any applicable fee.

Credit and Deposits: XOOM reserves the right to review your credit before accepting you in the Program and/or upon any renewal. XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. If XOOM holds your deposit longer than thirty (30) days, your deposit will accrue interest from the day it was received by XOOM at a rate in accordance with applicable law.

Payment and Collection: Your bill will be based on monthly meter readings provided to XOOM by your local utility. You may receive one bill ("Utility Consolidated Billing") from the applicable local distribution utility ("LDU") which includes XOOM's generation supply charges as well as the LDU's delivery charges. Alternatively, you may receive two (2) separate bills ("Supplier Billing" or "Dual Billing"), one bill from XOOM for Customer's supply charges, and one bill from the LDU for the delivery and distribution charges, and, if applicable, a Minimum Usage Fee, and any other charges incurred in accordance with this Agreement. In both cases, XOOM's fees will be reflected separately as itemized charges on Customer's invoice. Customer bill is subject to adjustment for any



missed billing or computation errors, such as meter misreads.

When applicable, XOOM will pass through to you all costs and fees related to the collection of any past due charges, including but not limited to collection agency fees, legal and court fees and account termination fees. By accepting this Agreement, you understand and agree to allow your utility to share billing and payment information with XOOM, including participation in budget billing or extended payment arrangements. 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 in the process of filing or plan to begin any bankruptcy proceedings. Payments are due on the date determined by your local utility and stated on the local utility bill. Bills not paid by their due date are subject to a late payment fee. If XOOM bills you directly, this fee will be the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. If XOOM bills you directly, XOOM will charge a \$35 return check fee for all returned checks. If you fail to pay, XOOM may terminate this Agreement with ten (10) days written notice. 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. When applicable, XOOM reserves the right to offset the balance owed from your security deposit (if applicable) or any credit balance(s) reflected on your account.

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 xoomenergy.com by sending a letter to: XOOM Energy New Hampshire, LLC, 804 Carnegie Center, Princeton, NJ 08540 or by sending an email to customercare@xoomenergy.com. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If you have questions about your rights and responsibilities as a rate payer or want to file a complaint regarding disputes with XOOM, please contact New Hampshire Department of Energy's Consumer Services and External Affairs Division at 1-800-852-3793.

Assignment: This Agreement or any XOOM obligations under this Agreement are assignable by XOOM without requiring your consent. In the event that XOOM proposes to transfer or sell the right to serve existing customer accounts, XOOM will provide a written notice to each affected customer no less than 30 days prior to the effective date of such transfer or sale. This notice will include i) Notice that XOOM shall discontinue providing services to the customer, ii) notice of the date by which XOOM will discontinue providing services to the customer, iii) notice that unless you select an alternate supplier, that you will be assigned to the proposed transferee or buyer, iv) notice that the change of supplier shall be without charge to the customer, v) any differences between the rates, terms, and conditions offered by XOOM and the proposed transferee or buyer, or confirm that all rates, terms, and conditions offered by XOOM will remain the same with the proposed transferee or buyer after assignment, vi) the name, address, telephone number, and e-mail address of the proposed transferee or buyer, vii) the date that by which you must select an alternate supplier, which may include selection of utility default service, in order for such selection to be effective by your next meter read date, viii) notice that no early termination fee will be charged to you in the event that a customer selects an alternate supplier by the date indicated in this written notice.

Service Complaints, Emergencies: For service complaints and to report an emergency, such as power outage or downed power line, you should contact your local utility.

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 department of energy ("DOE") 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.

National Do Not Call Registry: The National Do Not Call registry gives you the option as to whether to receive telemarketing calls at home. For more information about the registry, you can call the Do Not Call Registry at 1-888-382-1222 or visit the official website at www.donotcall.gov.

Social Services Agencies: The following are community action agencies available to low income customers for bill payment assistance:

- **Belknap and Merrimack Counties:**
Community Action Program Belknap-Merrimack Counties, Inc.
PO Box 1016, 2 Industrial Park Drive
Concord, NH 03302
Phone: (603) 225-3295
www.bm-cap.org
- **Rockingham County:**
Rockingham Community Action
4 Cutts Street
Portsmouth, NH 03801



Phone: (603) 431-2911
www.rcaction.org

- **Hillsborough County:**
Southern New Hampshire Services, Inc.
40 Pine Street
Manchester, NH 03103
Phone: (603) 668-8010
www.snhs.org
- **Cheshire & Sullivan Counties:**
Southwestern Community Services
 - **Cheshire County:**
63 Community Way
PO Box 603
Keene, NH 03431
Phone: (603) 352-7512
 - **Sullivan County:**
31 Pleasant Street
Claremont, NH 03743
Phone: (603) 542-9528
www.scshehelps.org
- **Coos, Carroll and Grafton Counties:**
Tri-County Community Action Program
30 Exchange Street
Berlin, NH 03570
Phone: 1-888-648-2227
www.tccap.org
- **Stafford County:**
Stafford County Community Action Committee
577 Central Avenue
Suite 10
Dover, NH 03820
Phone: (603) 435-2500

Financial assistance program information can be obtained by contacting the appropriate agency. You may also refer to the New Hampshire Department of Energy's Consumer Services Division page located at: <https://www.energy.nh.gov/consumers>. For information regarding eligibility and how to apply, contact your local electric company or the New Hampshire Department of Energy at 1-800-852-3793.

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 electricity in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, pandemics, governmental shutdown, riot, climate-induced outage, sabotage, acts of God, or similar event beyond XOOM's control. XOOM 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 being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of electric power changes substantially or providing service to you becomes commercially impracticable to XOOM.

Entire Agreement: This Agreement, together with the Enrollment form, Disclosure Summary, and/or Welcome Letter constitutes 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.

Headquarters: XOOM is headquartered in: 804 Carnegie Center, Princeton, NJ 08540; 1-704-274-1450 (Office); 1-877-396-6041 (Facsimile); Internet Address: www.xoomenergy.com; Email Address: info@xoomenergy.com.

Please refer to "Customer Service, Dispute Resolution" above for contact information for complaints.

Net Metering: Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should specifically confirm with XOOM that credits from your system will continue to be available once you switch to XOOM because in many cases your net metering credits will no longer be available once you enroll. Failure to notify XOOM that your account is subject to net metering may result in immediate switch to the local utility's Default Service for your account.

Miscellaneous: For the purpose of bill 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 will be governed by the laws of the state of New Hampshire regardless of the state's 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.

MANDATORY ARBITRATION, CLASS ACTION WAIVER, AND WAIVER OF JURY TRIAL: TO THE FULLEST EXTENT PERMITTED BY NEW HAMPSHIRE LAW, AND IN ADDITION TO THE RIGHT YOU ALWAYS ENJOY TO COMPLAIN TO THE NEW HAMPSHIRE PUBLIC UTILITY COMMISSION, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT, SHALL BE FINALLY RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA COMMERCIAL RULES AND THE CONSUMER-RELATED DISPUTES SUPPLEMENTARY PROCEDURES (INCLUDING MASS ARBITRATION PROVISIONS, THE PAYMENT OF FEES, CONDUCT OF THE PROCEEDINGS AT A REASONABLY CONVENIENT LOCATION UNDER REASONABLE TIME LIMITS) available at adr.org, OR, AT THE ELECTION OF EITHER PARTY, BROUGHT IN SMALL CLAIMS DIVISION OF THE CIRCUIT COURT OF NEW HAMPSHIRE ("SMALL CLAIMS COURT"), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF ITS JURISDICTION. VISIT THIS WEBSITE TO LEARN MORE ABOUT HOW TO FILE A CLAIM IN SMALL CLAIMS COURT: <https://www.courts.nh.gov/our-courts/circuit-court/district-division/small-claims>.



IN EITHER CASE, WE ENCOURAGE YOU TO CONTACT US TO ATTEMPT TO RESOLVE THE DISPUTE INFORMALLY WITHOUT UNDUE DELAY OR EXPENSE OF ARBITRATION OR COURT PROCEEDINGS.

BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, OTHER THAN IN SMALL CLAIMS COURT, AND THE RIGHT TO A JURY TRIAL.

THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION.

THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, SHALL BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS CONTRACT DOES NOT PERMIT CLASS, COLLECTIVE, OR REPRESENTATIVE ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE, CLASS, OR MASS ARBITRATION PROCEEDING. IN THE EVENT THIS PROHIBITION IS DEEMED INVALID OR UNENFORCEABLE, THEN ARBITRATION SHALL PROCEED USING A BELLWETHER PROCESS AS DESCRIBED IN THIS PARAGRAPH. SPECIFICALLY, IF TWENTY (20) OR MORE CONSUMERS INITIATE AN ARBITRATION RAISING SIMILAR CLAIMS, AND COUNSEL FOR THESE CLAIMANTS ARE THE SAME OR COORDINATED, THE CLAIMS SHALL PROCEED IN ARBITRATION IN A COORDINATED PROCEEDING. COUNSEL FOR THE CONSUMERS AND OUR COUNSEL SHALL EACH SELECT FIVE (5) CLAIMS TO PROCEED FIRST IN ARBITRATION IN A BELLWETHER PROCEEDING. THE REMAINING CASES SHALL NOT BE FILED OR PROCEED IN ARBITRATION UNTIL THE FIRST FIVE (5) HAVE BEEN RESOLVED. IF THE PARTIES ARE UNABLE TO RESOLVE THE REMAINING CLAIMS AFTER THE CONCLUSION OF THE BELLWETHER PROCEEDING, EACH SIDE MAY SELECT ANOTHER FIVE (5) CLAIMS TO PROCEED TO ARBITRATION FOR A SECOND BELLWETHER PROCEEDING. THIS PROCESS MAY CONTINUE UNTIL THE PARTIES ARE ABLE TO RESOLVE ALL OF THE CLAIMS, EITHER THROUGH SETTLEMENT OR ARBITRATION.

JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.