



## Small Commercial Gas Customer Choice Contract

### BIZCHOICE

**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 BizChoice 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 BizChoice 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 of this 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.

**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 Gas 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.