



## ELECTRIC SUPPLY CONTRACT SUMMARY

You have purchased an electric supply product from XOOM Energy Massachusetts, LLC ("XOOM Energy"). Your electric utility will continue to deliver the electricity you use to your home.

<b>Price</b>	\$0.1689 per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
<b>Term</b>	The above price will remain constant for 12 months.
<b>Early Cancellation Fee</b>	If you cancel your contract prior to the end of its term, you will be charged a fee of \$75. We may choose not to collect applicable fees.
<b>Renewable Energy Content</b>	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 69% renewable energy resources in 2026. This product meets the minimum requirement.
<b>Automatic Renewal</b>	Your contract will automatically renew to a new price at the end of the contract term unless you inform XOOM Energy otherwise. The new price may be higher than the existing price. XOOM Energy will contact you no later than 30 days before each automatic renewal to notify you of your supply options.
<b>Rescission Period</b>	You have 3 days to cancel this contract free of charge from the time you receive your contract and terms and conditions.
<b>Competitive Supplier Information</b>	XOOM Energy Massachusetts, LLC DPU license number: CS-088 1-888-997-8979 <a href="http://www.xoomenergy.com">www.xoomenergy.com</a>  XOOM Energy is only responsible for the electric generation portion of your bill.
<b>Electric Utility Information</b>	Eversource - Western MA will continue to deliver the electricity that you use in your home and is responsible for the delivery charges that appear on



your monthly bill. If you have questions about the delivery portion of your bill, contact Eversource - Western MA at 877.659.6326, or by visiting its website at <https://www.eversource.com/content/wma>.

The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at <http://energyswitchma.gov>.



## TERMS OF SERVICE FOR ELECTRICITY SUPPLY

We appreciate your business. This document is a contract between us, XOOM Energy Massachusetts, and you that allows us to switch your electricity account(s) to our service. It describes the nature of our service with you and provides important information for you to be aware of. We will begin supplying your electricity under this contract, but your utility will continue to be responsible for delivering your electricity and sending you a bill for both of our services.

**Note on Dispute Resolution:** This contract limits the circumstances under which you can bring a dispute to court, and does not permit class actions or a jury trial. Review the section “Arbitration and Waiver of Jury Trial” below for details.

### **A. Important Information**

**Length of Your Commitment:** 12 months. We will begin providing service to you after your utility processes our request to switch your service. The switch will not occur before the expiration of your “Right to Rescind” period. Our service will continue until either of us cancels the contract.

**Price for Your Electricity:** Your fixed electricity supply price will be \$0.1689 per kWh for the first 12 billing cycles with us. For your reference, our electricity supply prices include generation charges, but they do not include any utility distribution charges or other utility fee or charge.

**Our current and historical prices are not an indicator of our future prices and we do not guarantee any savings. Our prices may be higher than your utility’s supply rate.** If you have a net meter, you will be compensated separately for any credits earned in excess of the amount of energy consumed.

**Applicable Fees:** *None.* If you are currently in a contract with another electric supplier, the request to switch you to our service will automatically cancel your service with the other electric supplier. You are responsible for any penalties the other electric supplier may charge.

**Right to Rescind:** You have the “Right to Rescind” this contract for three business days, which means you can cancel your request to switch your electricity service and never start service with us. You will receive a Welcome Confirmation from us, which will include this contract, and you will have until midnight of the third business day after receipt of the Welcome Confirmation to rescind this contract by contacting us at the telephone number or email address listed below. This contract is not binding until your “Right to Rescind” period has ended with no action on your part to rescind the contract.

**Your Right to Cancel:** You may cancel this contract by calling us at our contact information listed below. However, we may charge you an early cancellation fee if you cancel during your first 12 billing cycles. We will request that the utility cancel your service with us, but the utility controls the effective date of your cancellation. The effective date is usually the next date that your meter is read after the utility has processed our request to cancel your service with us. If you do cancel this contract and you will be responsible for unpaid balances as of the cancellation date.

**Our Right to Cancel:** We have the right to cancel this contract for any reason as long as we give you thirty days' written notice, but if we are canceling the contract due to your conduct or your breach of this contract, you will have an opportunity to fix this condition within the thirty days. Your utility will control the effective date of our cancellation request, but this is usually the next date that your meter is read. If your utility terminates your service, this contract will be automatically cancelled.

**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

WMEERFE01200168900007501



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.

**Low Income Rate Eligibility:** Certain residential customers may qualify for a discounted electric rate based on income. Contact your utility for a list of eligibility requirements and program application.

**Basic Service Availability:** Under Massachusetts law, you have the right to basic service from your utility. Basic service is power supply you receive from your utility as opposed to receiving from a supplier. All customers are eligible to receive basic service at any time and may stay with such service indefinitely.

**Electronic Communications:** If you provide us with your Email address, you are consenting to this contract and other forms of communication being provided to you in electronic form and you must provide us with any update to your valid Email address should it change. You are required to notify us of any change in Email address and/or any withdrawal of consent for the electronic transmission of contracts or other customer information. If you enroll electronically, please note that our website and application is best viewed in Internet Explorer 9.0 or higher.

**Billing:** Your local utility is responsible for sending you a bill that includes the charges for our service and charges for the utility's service. You also agree to review your bills in a timely manner, and if there are any inaccuracies with the portion of the bill for our services, you agree to notify us within ninety days after the date of the bill. If we do not hear from you, you are agreeing that the billed amounts are correct and you are waiving any right to dispute the billed amounts to the extent permitted by law. The bill that the utility sends should include a separate line item for our service. Under this contract, you agree to pay your utility directly for our service. Your utility has the right to disconnect service for any unpaid charges, including our charges. If in the future we become the party which will send your bill, we will provide notice of the upcoming change and all other terms of this paragraph apply, including your rights to dispute the bill, and our rights to collect for any unpaid charges and to initiate disconnection of service.

**Taxes:** Any applicable tax charges are included on the one bill you will receive from your utility. If you are exempt from any taxes, you are responsible for requesting an exemption by filing all required documentation with us and/or your utility.

**Contract Details:** Our full, legal name is XOOM Energy Massachusetts, LLC, but we have used "we", "us", or "our" to refer to ourselves for the purposes of this contract. We use "you" or "your" to refer to you, the customer. This contract is for the sale and purchase of all of your electricity

WMEERFE01200168900007501



for the account(s) listed in your Welcome Confirmation (letter or email). By entering into this contract, you are authorizing us to take the steps necessary to switch your electricity supply service to us, and you agree to appoint us as your agent to acquire the necessary information to meet your electricity needs as required by your "utility", which we use to refer to your local distribution company. Your utility is responsible for the delivery of electricity to you, and we are not. This contract, and your Welcome Confirmation you received (letter or email) create your entire contract with us and replace any prior oral or written statements or representations.

**Contract Changes:** If we propose a material change to the terms of this contract, we will notify you in advance and explain your options going forward. We will not change or alter the waiver of jury trial provision under any circumstances, and any changes to this contract must be made in writing.

**Customer Complaints:** If you have questions about our prices or our service, you should call us at the contact information listed below. If you are not satisfied with the response from our Customer Care representative, you may ask that your questions be referred to one of our supervisors, who will respond promptly. If you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the Massachusetts Department of Public Utilities (DPU) or request information from the DPU regarding your consumer protection rights. The DPU's contact information is listed below.

**CONTACT INFORMATION:**

**XOOM Energy Massachusetts, LLC:**

**We are licensed by the Massachusetts DPU and our license number is CS-088.**

Internet address: [xoomenergy.com](http://xoomenergy.com)

Mailing address: 804 Carnegie Center, Princeton, NJ 08540

Email address: [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com)

Telephone number: 1-888-997-8979

**YOUR UTILITY:**

**If you experience a power outage or other emergency, a problem with your electric meter or any other service need, please contact your local utility at the emergency number below.**

<u>Eversource Energy (NSTAR)</u>	Residential - 800-592-2000	Business - 800-340-9822
<u>National Grid</u>	Customer Service - 800-322-3223	Emergencies - 800-465-121
<u>Eversource Energy (WMECO)</u>	Within Springfield - 413-781-4300	Outside Springfield - 877-659-6326

**MASSACHUSETTS DPU:**

Internet address: [www.mass.gov/dpu](http://www.mass.gov/dpu)

Mailing address: Department of Public Utilities One South Station, Boston, MA 02110

Telephone number: 877-886-5066

**B. Other Information**

**Assignment:** We may sell, transfer, pledge or assign the accounts, revenues or proceeds associated with this contract in connection with any

WMEERFE01200168900007501



financial contract, and we may assign the rights and obligations under this contract to another energy supplier consistent with applicable law. You may not assign this contract.

**No Reliance:** You acknowledge that (1) you are not relying on any advice, statements, recommendations or representations of ours other than the written representations in this contract; (2) that you consulted with your own advisors to the extent you deemed necessary; and (3) that you understand the risks of entering into this contract, including the risk that our prices may be higher than your utility's rates. You acknowledge that you are capable and willing to assume those risks (whether financial, economic or otherwise) and that you have made your own decision to enter into this contract.

**Force Majeure:** We will use commercially reasonable efforts to provide electricity supply to you pursuant to this contract, but we do not guarantee a continuous supply of electricity. Certain Force Majeure events outside of our control may cause interruptions in service. If a Force Majeure event prevents us from performing any of our obligations in any way, our performance shall be excused for the duration of such event, and we will not be liable for damages associated with any delay or failure to perform as a result. "Force Majeure" includes, without limitation, acts outside of our control, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, terrorist acts, pandemics, full or partial governmental shutdown or issuance of stay-at-home order, natural disasters, explosions, fires, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units or transmission facilities, nonperformance by your local utility, or any change in law or any other action by a governmental authority that materially impairs our ability to perform our obligations under this contract. We will give you reasonably prompt notice of any Force Majeure occurrence.

**Title:** All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the NE ISO load bus (located outside of the municipality where you reside), and shall constitute the point at which title transfers and the sale occurs. We will indemnify and hold harmless you from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

**Insolvency:** 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 or plan to begin any bankruptcy proceedings. 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.

**Severability:** Each provision of this contract is made subject to the maximum extent permitted by law. If any are held to be unenforceable or invalid by any arbitrator or court of competent jurisdiction, we will negotiate an equitable adjustment to or an amendment of the affected provisions with you with a view toward affecting the purpose of this contract. In this case, the validity and enforceability of the remaining provisions shall not be affected.

**LIMITATIONS ON WARRANTY AND DAMAGES:** THE ELECTRICITY PROVIDED UNDER THIS CONTRACT WILL MEET THE QUALITY STANDARDS OF YOUR UTILITY. YOU UNDERSTAND AND AGREE THAT THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ASSOCIATED WITH THE SERVICE PROVIDED BY US. WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING FROM SUCH INTERRUPTIONS. TO THE MAXIMUM EXTENT PERMITTED BY MASSACHUSETTS LAW, LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. WE WILL BEAR NO LIABILITY TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OR LOST PROFITS. THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE HARM OR LOSS, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

WMEERFE01200168900007501



**ARBITRATION AND WAIVER OF JURY TRIAL:** TO THE FULLEST EXTENT PERMITTED BY MASSACHUSETTS LAW, 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, OR, AT THE ELECTION OF EITHER PARTY, BROUGHT AS A SMALL CLAIMS ACTION, IN THE DISTRICT COURT OF MASSACHUSETTS (“SMALL CLAIMS COURT”), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF ITS JURISDICTION.

**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. THE ARBITRATOR CAN AWARD THE SAME DAMAGES AND OTHER RELIEF THAT A COURT CAN AWARD. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION.

**THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS CONTRACT DOES NOT PERMIT CLASS 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 OR CLASS PROCEEDING.

IF YOU FILE FOR ARBITRATION, THE AAA RULES LIMIT THE FEES AND COSTS THAT YOU WILL PAY TO THE AAA AND ARBITRATOR. YOU WILL STILL BE RESPONSIBLE FOR YOUR OWN LEGAL FEES AND COSTS, AS IF YOU WERE IN COURT, BUT THE ARBITRATOR MAY AWARD YOU THOSE FEES TO THE EXTENT AUTHORIZED BY LAW. THE ARBITRATION WILL BE HELD IN MASSACHUSETTS IN A LOCATION DETERMINED BY THE ARBITRATOR. THE ARBITRATOR SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO HIS OR HER JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION PROVISION, AS WELL AS THE CLASS ACTION WAIVER SET OUT ABOVE.

COPIES OF THE AAA CONSUMER ARBITRATION RULES AND ADDITIONAL INFORMATION ABOUT ARBITRATION ARE AVAILABLE AT THE AAA'S WEBSITE: [HTTPS://WWW.ADR.ORG/RULES](https://www.adr.org/rules).

AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IF A COURT OR THE AAA DETERMINES THAT THE PRECEDING SENTENCE PROHIBITING CLASS ARBITRATION IS INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE.

THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**Regulatory Changes:** This contract is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority or independent system operator having jurisdiction over this contract or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure (“Regulatory Change”) which impacts any term, condition or provision of this contract including, but not limited to price, we shall have the right to modify this contract to reflect such Regulatory Change (including by adjusting the price to reflect any increase in our costs as result of such Regulatory Change) by providing 30 days’ written notice of such modification to you.

**Other Provisions:** This contract can change based on any future legislation, orders, rules, regulations or your local utility tariff or policy changes. This contract is made and shall be construed in accordance with the laws of Massachusetts. There are no third-party beneficiaries to this contract. This contract is binding upon us and you, as well as any successors or legal assigns. Failure to exercise any right we have under this contract should not be considered as a waiver of the right to exercise any such right at a later date. The headings and Summary of Important



Information chart in this contract are for reference only and do not affect the interpretation of this contract.