# SURELOCK 24 TERMS AND CONDITIONS

**We Are Committed To Your Satisfaction**: If you are not completely satisfied with XOOM Energy Ohio's SureLock 24 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 Energy Ohio, LLC ("XOOM") agrees to act as your exclusive electricity supplier and will provide competitive retail electricity service to you. The Term of this Agreement will begin on the next available meter read date after processing of the request by XOOM and your electric utility, and will continue for the Contract Term set forth in the accompanying Contract Summary, which is incorporated into 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. Switching fees may apply to you under your local utility's tariff if you are accepted into the program by both XOOM and your local utility.

**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 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**:As set forth in your Contract Summary, your rate for electricity purchases will be a fixed price per kilowatt hour, plus taxes and fees, if applicable. You will continue to be responsible for all charges assessed by your local utility for all services it provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Agreement.

**Participation in PIPP and Credit Arrearage Programs**:Participation in the Percentage of Income Payment Program ("PIPP") administered by your utility may affect your eligibility to take service from a competitive retail electric service provider. You represent that you are not currently approved for or enrolled in PIPP or any such utility program.

**Renewal Notice; Notification of Changes**: Subject to governing law, XOOM can renew this Agreement with new or revised Terms. No later than forty-five (45) days prior the end of the term, XOOM will send you renewal notices, at least two, describing additional service plans for your consideration, in the event XOOM elects to renew this Agreement. If you decide not to choose a new service plan upon the expiration of the term, this Agreement will automatically renew at a variable rate that will continue on a month-to-month basis, in accordance with the notices. XOOM reserves the right, with thirty (30) days' notice, to amend this Agreement to adjust its service to accommodate any change in regulations, law, tariff, other change in procedure required by any third party that may affect XOOM's ability to continue to serve you under this Agreement, or to make other changes as XOOM sees fit. To the extent XOOM should amend for any reason other than a 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, you will have the right to cancel this Agreement by providing written notice to XOOM within thirty (30) days of the date of the notice. XOOM will not make material changes to your contract without your consent.

**Right to Rescind**:You have the right to cancel your request to initiate or continue service with us under this

agreement without penalty (“Right to Rescind”). For new customers, you will receive a confirmation notice from your utility company, and you will have until the seventh calendar day after the postmark date of the confirmation notice from the utility to rescind this contract by contacting the utility in writing or by telephone at the information provided in the utility notice. The utility will provide you with a cancellation number. This contract is not binding until your “Right to Rescind” period has ended with no action on your part to rescind the contract.

**Termination, Moving**:You agree to notify XOOM when you move your service address within fifteen (15) days of your move. 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, 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 or within the service territory of your local utility that does not permit portability of the contract, you may cancel this Agreement at no cost to you. It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the electricity you consume that is supplied by XOOM. This contract automatically terminates if the requested service location is not served by your local utility, you move outside of your local utility’s service area or to an area not served by XOOM, or XOOM returns you to your local utility’s sales service.

**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. We have the right to cancel the contract on at least fourteen days written notice if you fail to pay the utility bill or fail to meet any agreed-upon payment arrangements. 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.

**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 electricity 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 the early termination fee (“Early Termination Fee”) set forth in the Contract Summary, 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 company 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. Should you fail to pay the bill or fail to meet any agreed upon payment arrangement, XOOM may terminate your contract upon fourteen (14) days written notice and your service may be terminated in accordance with your local utility’s tariffs, in which case XOOM may seek early termination fees as set out herein. 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. If accepted as a customer, XOOM may report your payment experience. Bills not paid by their due date are subject to a late payment fee at the greater of the rate of 1.5%, or the maximum permitted by law, based on your total outstanding balance per month. XOOM will charge a $35 return check fee for all returned checks or the maximum allowed by law. 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. XOOM is offering budget billing for the generation portion of the bill at this time.

**Customer Service, Dispute Resolution**: If you have a question about your XOOM charges or service you may

visit the website www.xoomenergy.com; or you may contact XOOM directly by calling 1-888-997-8979,Monday – Friday 8 (eight) a.m. to 11 (eleven) p.m. EST, Saturday – 9 (nine) a.m. to 7 (seven) p.m. EST, or by sending a letter to: XOOM Energy Ohio, LLC, 804 Carnegie Center, Princeton, NJ 08540 or by sending an email to 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 your complaint is not resolved after you have called XOOM and/or your local utility, or for general utility information, you may contact the Public Utility Commission of Ohio ("PUCO") for assistance by calling 1-800-686-7826 (toll free) M-F 8:00 a.m. – 5:00 p.m. EST or at http://www.puco.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 711 (Ohio relay service).

The Ohio Consumer's Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from 8:00 a.m. - 5:00 p.m. weekdays, or at www.pickocc.org.

**Assignment**:This Agreement or any XOOM obligations under this Agreement are assignable by XOOM.

**Service Complaints**:For service problems or complaints, you should contact your local utility by calling: Duke Energy - Electric at 800.543.5599. IN THE EVENT OF AN ENERGY-RELATED EMERGENCY, SUCH AS A POWER OUTAGE OR DOWNED POWER LINE, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LOCAL UTILITY 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. Note: We will not release energy usage data that is more granular than monthly historical consumption data unless we have obtained your explicit permission as provided in Ohio regulation when you enroll in our services.

**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 not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll.

**Miscellaneous**: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 Ohio 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. You have the right to request from XOOM up to twenty-four (24) months of your payment history for services rendered by XOOM without charge.

If you voluntarily return to your local utility after choosing XOOM, you may be charged a price other than your local utility's regulated sales service rate.

**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.

**Environmental Disclosure Chart**: You can view the approximate generation resource mix and environmental characteristics of XOOM's power supplies by visiting www.xoomenergy.com.

**Entire Agreement**:This Agreement, including the Enrollment form and/or Welcome letter and your Contract Summary, 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.