# XOOM ENERGY PENNSYLVANIA, LLC
# TERMS OF SERVICE FOR ELECTRICITY SUPPLY

## A. Important Information and Terms

**Contract Duration:** This is a 9 month contract. We will begin providing service to you after your utility processes our request to switch your service, which occurs within 10 days from the date you agreed to switch. 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 Structure: You'll receive a fixed electricity supply price of $0.1369 per kWh for your first 9 billing cycles. This does not include the rate that your electric utility will charge you for the delivery component of your electric service.** If there is a monthly customer charge, it is noted in the contract summary above.

For your reference, our electricity supply prices include generation and transmission charges and Gross Receipts Tax only, but they do not include any utility distribution charges or other utility fee or charge. If you enrolled in a plan with a percentage of green power, your price also reflects the costs to obtain the renewable energy content specified under this contract, which contributes to the premium we may charge over your local utility rate. Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. Information about generation resources is included in the annual licensing report provided by the PUC. Information about energy efficiency is available from the PUC or your local utility.

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. You may contact us at the telephone number or internet address listed below to obtain historical price information.

**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. If we later assume responsibility to bill for our charges and the utility's charges, we will provide 30 days' advance notice to you and you will begin to pay us as directed in the notice.

If you have a net meter, you will no longer receive energy credits from your utility. XOOM Energy Pennsylvania, LLC is not responsible for paying any net metering credits.

**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.

**End of Contract and Expiration Provisions or Change in Terms:** If you have a fixed duration contract that will be ending, or whenever XOOM want to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options. **If you do not cancel the contract or switch to another provider before the expiration of your contract, your service will continue at the price and contract duration indicated in the second notice.**

**Applicable Fees:** 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.

**Your Right to Cancel and Cancellation Provisions:** **If you cancel your contract prior to the end of its term, an early cancellation fee of $80 applies. Note: If you cancel after you receive the second renewal notice from us and before the expiration of the contract, there is no fee. There is also no fee if you cancel during the variable price portion of any contract. We may decide not to collect applicable fees.** We will request that the utility cancel your service with us, but the utility controls the effective date of your cancellation. It may take up to 30 calendar days before the cancellation is finalized, depending on your utility's timeframe. If you do cancel this contract, you may forfeit some of the rewards that we describe in your Welcome Confirmation, and you will be responsible for unpaid balances as of the cancellation date.

**Our Right to Cancel and Cancellation Provisions:** **We have the right to cancel this contract for any reason as long as we give you thirty days' written notice (you will not be charged a fee)**, 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 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.

**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.

**Taxes:** 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.

**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.

**Background:** We are licensed by the Pennsylvania Public Utility Commission (PUC) to offer and supply electric generation and related services in Pennsylvania and our license number is A-2012-2283821. We set the generation prices and charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**Definitions:**
Generation Charge - Charge for producing electricity. Generation prices and charges are set by the electric generation supplier you have chosen.

Transmission Charge - Cost for transporting electricity from a generation source to your electric distribution company (your utility). The Federal Energy Regulatory Commission regulates transmission prices and services.

Distribution Charge - Cost for delivering electricity from your electric distribution company (your utility) to your home or business. These charges continue to be regulated by the PUC.

**Contract Details:** Our full, legal name is XOOM Energy Pennsylvania, 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 for the account(s) listed in your Welcome Confirmation (letter or email). If a new customer, 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 the Welcome Confirmation (letter or email) you received create your entire contract with us and replace any prior oral or written statements or representations.

**Contract Changes:** Whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede the effective date of the proposed changes. These notifications will 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 and Dispute Procedures:** 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 PUC or request information from the PUC regarding your consumer protection rights. The PUC's contact information is listed below.

Please note that information about shopping for an electric supplier is available at www.PaPowerSwitch.com or other successor media platform as determined by the PUC, by calling the Commission at (800) 692-7380 and the Office of Consumer Advocate at (800) 684-6560 or at www.oca.state.pa.us

**CAPs Notice:** We reserve the right to send any ineligible account to default utility supply service if required by law

or PUC regulation, without regard to any reward or incentive program you may be enrolled in. Please note that this restriction applies to customers enrolled in utility Customer Assistance Programs (CAPs) for the duration of your contract with us.

**CONTACT INFORMATION:** XOOM ENERGY PENNSYLVANIA, LLC:

Internet address: xoomenergy.com

Historical Pricing: https://xoomenergy.com/en/past-variable-rates#pa

Mailing address: 804 Carnegie Center, Princeton, NJ 08540

Email address: 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.

Duquesne Light Company at 1-888-393-7000

Met-Ed at 1-888-544-4877

PECO at 1-800-841-4141

Penelec at 1-888-544-4877

Penn Power at 1-888-544-4877

PPL Electric Utilities at 1-800-342-5775 and press Option #1

UGI Utilities at 1-800-276-2722

West Penn Power at 1-888-544-4877

Your utility has Universal Service programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your utility's Universal Service Program can be obtained by contacting:

Duquesne Light Company at 1-888-393-7600

Met-Ed at 1-800-207-9276

PECO at 1-800-774-7040

Penelec at 1-800-207-9276

Penn Power at 1-888-544-4877

PPL Electric Utilities at 1-800-342-5775

UGI Utilities at 1-800-276-2722

West Penn Power at 1-800-720-3600

PENNSYLVANIA PUBLIC UTILITY COMMISSION (PUC): Mailing address: P.O. Box 3265, Harrisburg, PA 17105-3265 UTILITY CHOICE HOTLINE: 1-800-692-7380

## B. Other Important Information

**Assignment and Binding Effects:** We may sell, transfer, pledge or assign the accounts, revenues or proceeds associated with this contract in connection with any 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 thepublic 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, storage, distribution 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.

**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 viewtoward effecting 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 PENNSYLVANIA 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.

**ARBITRATION AND WAIVER OF JURY TRIAL:** TO THE FULLEST EXTENT PERMITTED BY PENNSYLVANIA 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 MAGISTERIAL DISTRICT COURT OF PENNSYLVANIA OR PHILADELPHIA MUNICIPAL COURT, JUDICIAL SYSTEM OF PENNSYLVANIA ("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.

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.

**Other Provisions:** This contract can change based on any future legislation, orders, rules, regulations , decisions of a duly constituted governmental authority or independent system operator having jurisdiction over this contract or the services provided hereunder or your local utility tariff or policy changes. 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 in accordance with applicable law to reflect such Regulatory Change by providing 30 days' written notice of such modification to you. This contract is made and shall be construed in accordance with the laws of Pennsylvania. 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.