XOOM Energy Georgia, LLC TERMS AND CONDITIONS

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM Energy Georgia, LLC's ("XOOM Energy") price plan or service 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.

Contact Information: You may contact XOOM Energy directly by calling 1-855-203-3808 during our service hours of 8:00 AM EST to 11:00 PM EST Monday through Friday, and Saturday 9:00 AM EST to 7:00 PM EST; by sending a letter to: XOOM Energy Georgia, LLC, 804 Carnegie Center, Princeton, NJ 08540; or by sending an email to customercare@xoomenergy.com.

Definitions:

- "AGL" means Atlanta Gas Light Company.
- "DDDC" means Dedicated Design Day Capacity, which is a measure AGL uses to calculate each customer's share of the common costs of AGL delivering gas. The DDDC is based on a customer's potential demand on the system on the coldest day of the year.
- "Disclosure Statement" is a statement disclosing additional information to enable a customer to compare prices and services on a uniform basis.
- "GPSC" means the Georgia Public Service Commission.
- "Non-residential firm retail customer" is as defined in GPSC Rule 515-7-9-.01(m), meaning a small business or any other customer who purchases gas for purposes other than resale or residential use, and who either contracts for such service at the marketer's published price, whose actual or estimated gas usage for the previous or ensuing 12-month period is less than 15,000 therms or whose premises billed at the metering point is less than 15,000 square feet.
- "Therm" is a measurement of the amount of gas you consume.

XOOM Energy Charges

- Customer service charge: is a monthly charge that covers XOOM Energy's cost of maintaining and servicing your gas account.
- Energy charges: are per therm charges for the amount of gas you consume. These charges can be fixed or variable.
- Interstate pipeline capacity charge (if applicable): is a charge that is equal to pipeline transportation charges multiplied by the DDDC for the customer's premises.
- Taxes – sales and other taxes imposed on your XOOM Energy gas service.

AGL Related Fees – Fees that AGL charges you for its cost of delivering gas to your home or business, for its pipeline and other facility maintenance, and for meter reading and other regulated services AGL provides you.

- AGL base charge – on your bill, you will see AGL's base charge, which is a collection of charges, such as a fixed monthly charge for connecting AGL's system to your home or business, a DDDC charge, and various fees that may be in effect from time to time. AGL has a detailed list of these fees and charges on its website and information on how AGL calculates your base charge.
- Other AGL fees – as described in more detail in AGL's tariff, AGL charges a number of special service charges (see also below).
- Taxes - sales and other taxes imposed on your AGL gas service.

Special service charges – charges that are assessed by AGL or XOOM Energy for specific events

- Account establishment charge: charge by AGL to establish an account for gas service at a particular location when a customer switches marketers. See AGL's tariff for when this charge applies.
- Disconnection notice fee: is a fee for XOOM Energy having to send you a disconnection notice.
- Disconnect recovery charge: is a charge by XOOM Energy for your non-payment of amounts due prior to the date your service becomes subject to disconnection.
- Early termination (cancellation) fee – a fee for your breach of a fixed price agreement with XOOM Energy. This fee is designed to compensate XOOM Energy for losses and expenses it estimates it will incur as the result of the early termination of a customer's fixed price plan.
- Late payment fee – assessed to offset XOOM Energy's additional costs if your bill of $30 or more is past due.
- Reconnection charges: are AGL and XOOM Energy charges to restore service that had previously been turned off, including service being reactivated for seasonal use.
- Returned payment charge: is for payment transactions that are returned unpaid or could not be processed.
- Service establishment or turn-on charges – charges by AGL and XOOM Energy to establish an account for gas service to a particular location. There are certain exceptions to this charge listed in AGL's tariff and there is an additional meter set charge if you are the first occupant of a premises after a meter is installed.
- Service processing fee: is a fee for a payment processed by a XOOM Energy customer care specialist.

Service & Term: XOOM Energy has received a certificate of authority from the GPSC to offer and supply natural gas in Georgia and is a qualified natural gas supplier under your Electing Distribution Company's (AGL's) tariff. In this Agreement, XOOM Energy agrees to act as your exclusive natural gas supplier. XOOM Energy will supply natural gas to AGL based on how much gas you consume, and AGL will deliver the natural gas to you. The GPSC does not regulate XOOM Energy's prices for gas.

The term of this Agreement will begin with your first meter read after AGL processes your enrollment and will continue for the Contract Term set forth in the accompanying Disclosure Statement, which is incorporated into this Agreement. Your Agreement with XOOM Energy includes your enrollment authorization, these Terms and Conditions, XOOM Energy's enrollment documentation (which includes your Confirmation Email and Welcome Letter), and the Disclosure Statement, as they may be amended from time to time ("Agreement"). By accepting natural gas service from XOOM Energy, you are entering into a contract with XOOM Energy and will be bound by the terms of this Agreement.

Acceptance into the Program: These terms and conditions are subject to your acceptance into the program by both XOOM Energy and AGL. You will be promptly notified with confirmation of the switch or move in to XOOM Energy in writing.

Local Distribution Services: XOOM Energy is a natural gas supplier and is not affiliated with AGL. AGL will continue to deliver your natural gas, read your meter, and make necessary repairs to its natural gas distribution facilities as your local distribution utility. AGL will also respond to emergencies and provide other basic utility services as required. Please call AGL at 877.427.4321 in the event of an emergency such as a gas leak. XOOM Energy is not an agent of AGL, and AGL will not be liable for any of XOOM Energy's acts, omissions, or representations.

Price:

a. **Variable price plan:** Under a variable price plan, you will pay a variable price per therm that may change on a monthly basis, plus taxes and fees, if applicable. We will determine your variable supply price in our discretion based on many different factors, which may include prices charged by competitors, industry charges we are responsible for, our costs to procure and sell energy, customer retention rates, applicable state and local taxes,

changes in weather, legal and regulatory issues, profit margins, and other relevant business conditions. These various fees, taxes and charges will appear separately on your monthly bills.

b. **Fixed price plan:** XOOM Energy will calculate your monthly natural gas bill under a fixed price plan by multiplying (i) the price of natural gas per therm by (ii) the amount of natural gas used during the billing cycle. As set forth in your Disclosure Statement, your price for natural gas purchases will be a fixed price per therm. Your price does not include, and you are required to pay, applicable taxes and fees.

Your price under either a variable or fixed price plan also does not include AGL charges, for which you are responsible, or various fees, taxes and charges that may appear separately on your monthly bills. You may also be required to pay a customer service charge and, in the case of small business customers (i.e., non-residential firm retail customers), an interstate pipeline capacity charge, in the amounts set forth in your Disclosure Statement.

Right of Rescission: You may cancel your acceptance of this Agreement with XOOM Energy without penalty or fee by contacting XOOM Energy before midnight, Eastern Time, of the third business day after the date of your enrollment authorization and receipt of your enrollment materials ("Cancellation Period"). You may cancel your Agreement during the Cancellation Period by calling XOOM Energy at 1-855-203-3808 or by sending an email to customercare@xoomenergy.com.

Billing and Payment: XOOM Energy will bill you regularly and you must pay your bill. You will receive a single bill for both the gas you consume and the delivery of such gas by AGL. Your bill includes charges for all gas supplied to you based on XOOM Energy's energy charges and customer service charge, AGL's Related Fees, and any deposit. For purposes of this Agreement, Related Fees shall include any and all fees allowed to be charged by the PSC or AGL in relation to delivering gas service to the Service Address identified at the time of enrollment. This amount includes, but is not limited to, the following items: (i) AGL base charge, (ii) interstate pipeline capacity charge, (iii) sales tax and (iv) any additional non-recurring or discretionary fees. Occasionally your bill will contain charges or credits for adjustments related to those charges or your gas consumption. See the Definitions section for more detail.

Your bill will be based on monthly meter readings provided to XOOM Energy by AGL. If there is an error in your meter reading, XOOM Energy will adjust its bill to you upon AGL providing a corrected meter reading to XOOM Energy. 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, nor plan to begin any bankruptcy proceedings. Your first bill payment will be due on the date specified in the bill. If you do not pay your bill by the due date and your total past due amount is $30 or more, we may charge you a late payment fee in the amount of $10.00 or 1.5 percent of the past due amount, whichever is greater.

Please call XOOM Energy if you anticipate having difficulty paying your bill by the due date. You may be eligible for a payment plan or a deferred payment plan option.

XOOM Energy may charge a service processing fee for any payment processed by a XOOM Customer Care Specialist. XOOM Energy will charge for each payment transaction that is returned unpaid or not processed such as: 1) returned checks, 2) returned electronic fund transfers, and 3) rejected credit card transactions. This charge will be reflected as Returned Payment Charge on your monthly bill, if applicable. Prior to any disconnection, XOOM Energy will provide you with 15 day written notice. If you receive a disconnection notice, XOOM Energy may charge you a disconnection notice fee and a disconnect recovery charge if you do not pay the past due amount before the date your service is subject to disconnection as stated in the disconnection notice. The disconnection notice fee applies in the event that XOOM Energy sends a disconnection notice. The disconnect recovery charge applies if you do not pay the past due amount before the date your service is subject to disconnection as stated on your disconnection notice, regardless of an extension on your account for any reason, including your eligibility for payment assistance or a deferred payment plan. Please see your Disclosure Statement which is part of this Agreement for the fee amounts. In all events, you shall remain obligated to pay for all gas service received by you and any interest, fees and penalties incurred by XOOM Energy. You will also be responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM Energy.

Customer Care, Alternate Billing and Payment Options: If you have any questions, concerns, billing inquiries, or you are interested in applying for the following services we offer, please contact us.

Budget Billing/Average Billing: Budget Billing or Average Billing are optional payment programs designed to

provide predictable billing by equalizing payments over a period of time. Either Budget Billing or Average Billing will be available for the XOOM Energy portion of your bill. Your monthly bill will reflect the actual amount of gas you use, the actual bill amount, and any deferred balance on your account.

XOOM Energy will forecast your usage by reviewing your consumption history and calculating an average monthly payment amount. Your bill amount will be comprised of your monthly budget payment, all AGL charges, and any additional fees not related to your consumption which may include, but not be limited to, disconnect fees.

XOOM Energy will review your account to determine if your payment is still appropriate. This will be done periodically under the Budget Billing option and each month under the Average Billing option. The amount of gas actually used is compared with the amount that was estimated to determine if an adjustment to your monthly payment is necessary. Your monthly bill amount may also be adjusted based on changes to your XOOM Energy price. At the time of review, your new monthly payment will be adjusted for any variance, whether positive or negative, between what you have paid and your actual charges. Under the Budget Billing plan, this variance will be evenly distributed over the next Budget Billing plan period or until the next review.

In the event that you choose to cancel your Budget Billing or Average Billing plan, your Agreement is cancelled or terminated, or your natural gas service is disconnected, your account will be reconciled and any variance between what you paid and your actual charges will be applied to your account and reflected on your next invoice. If this amount is a charge, payment for this variance, along with all other charges on your account, will be due on or before the due date of this invoice.

Deposits: XOOM Energy does not deny service based on your credit score. However, you may have to provide an initial deposit before receiving natural gas service if you cannot demonstrate satisfactory credit. An initial deposit may also be required to continue to receive natural gas service if you have been late paying your bill more than once during the last 12 months or your service has been disconnected for non-payment. You may be required to provide an additional deposit to continue to receive natural gas service if you have not paid all bills in a timely manner for a period of three months. If a deposit is required, the total amount of your deposit will not exceed $150.00 or, in the case of a non-residential firm retail customer (as defined above), will not exceed (20) percent of your annual estimated bill. If you have paid all of your XOOM Energy bills in a timely manner, XOOM Energy will return your deposit for gas service held for a minimum of six (6) months.

Move-in/Relocation: When moving to an address within AGL's service territory, XOOM Energy will make every effort to transfer your service to your new service address, provided that you notify us within thirty (30) days of your move. If a transfer of service is not successful or you move to a location outside AGL's service territory or a territory not serviced by XOOM Energy, this Agreement will automatically terminate with no cancellation fees. Failure to notify XOOM Energy of your move will be considered a cancellation of this Agreement. Until your XOOM Energy gas supply service is terminated by AGL, you will remain responsible for payment of all outstanding balances and charges on your account, including the move-in fees assessed by AGL and XOOM Energy, as set forth in your Disclosure Statement.

Termination by You: For customers under a variable price plan, you may cancel this Agreement at any time with no cancellation fees. For customers under a fixed price plan, you may cancel this Agreement at any time but if you do so prior to the expiration of your Contract Term, you will be responsible for paying the early termination fee set forth in your Disclosure Statement, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your natural gas to others and estimated lost revenue that XOOM Energy may incur from such a sale, if any, and related expenses. If you are a low-income residential consumer you will not be charged a termination fee.

Termination by XOOM Energy: XOOM Energy may cancel this Agreement for any reason by giving thirty (30) days written notice of its intention to terminate, regardless of whether or not the reason for termination is remedied after notice. XOOM Energy may also cancel this Agreement by giving fifteen (15) days written notice for nonpayment. While the cancellation is taking place, you are still responsible for paying for the gas you consume and all other charges billed to you, and your obligations under this Agreement will continue until your account is paid in full.

Automatic Renewal For Fixed Price Plans: Subject to governing law, XOOM Energy can renew this Agreement with new or revised terms. You will receive advance written notification at least two (2) billing cycles, or sixty (60)

days, prior to the date of the Agreement's expiration. You will also receive a second written notification no less than twenty-five (25) days prior to the expiration date of your Agreement. The notices will specify the date by which you must advise XOOM Energy if you do not want to renew your Agreement. If you do not advise XOOM Energy by the specified date, this Agreement will automatically renew at the variable price then in effect in accordance with the notices.

Changes to this Contract: XOOM Energy will notify you in advance of implementing any changes to this Agreement, including any provisions governing price, pricing methodology, or assignment of this Agreement.

Customer Service, Dispute Resolution: If you have a question about your XOOM Energy charges or service you may contact XOOM Energy directly by calling 1-855-203-3808 during our service hours which are posted at www.xoomenergy.com; by sending a letter to: XOOM Energy Georgia, LLC, 804 Carnegie Center, Princeton, NJ 08540 or by sending an email to customercare@xoomenergy.com. For questions about AGL's service or charges, please contact AGL directly at 404-584-4000. If you contact XOOM Energy and a dispute cannot be resolved, you may contact the Georgia Consumer Affairs office by calling 800-282-5813 or 404-656-4501 or visiting the website at http://www.psc.state.ga.us/contactinfo.asp. If you need information regarding heating assistance please contact H.E.A.T., Inc. at 678-406-0212.

BINDING ARBITRATION

Purpose: If you have a Dispute (as defined below) with XOOM Energy that cannot be resolved informally, you and XOOM Energy must arbitrate that Dispute in accordance with the terms of this Section IV (the "Arbitration Provision") instead of litigating the Dispute in court, except for small claims as provided below. Arbitration means that you will have a fair hearing before a neutral, independent arbitrator instead of in a court by a judge or jury. The decision of the arbitrator will be final and binding. Nothing in this Arbitration Provision affects your right to file a complaint with the GPSC regarding XOOM Energy's gas service or charges.

BY ACCEPTING SERVICE FROM XOOM ENERGY YOU HAVE AGREED TO RESOLVE ALL DISPUTES (EXCEPT FOR THE GPSC AND SMALL CLAIMS AS PROVIDED BELOW) THROUGH BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION AND YOU HAVE WAIVED THE RIGHT TO A TRIAL BY JURY AND TO FILE OR PARTICIPATE IN A CLASS ACTION.

Arbitration Definitions

As used in this Arbitration Provision, the term "Dispute" means any dispute, claim, or controversy between you and XOOM Energy regarding any aspect of your relationship with XOOM Energy, including but not limited to gas service provided by XOOM Energy, that has arisen or that may arise in the future, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term "Dispute" includes claims that are currently the subject of pending litigation, including claims that are currently the subject of purported class action litigation in which you are, or are not, a member of a putative or certified class. The term "Dispute" also includes any dispute regarding whether a particular controversy is subject to arbitration, including any claim as to the enforceability of this Arbitration Provision. "Dispute" is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, "XOOM Energy" means Xoom Energy Georgia, LLC and its officers, directors, employees, members, affiliates and agents and any other party that you may contend is jointly or severally liable with any of the foregoing parties.

Informal Dispute Resolution

Most customer concerns can be resolved quickly and informally. If you have a complaint or a Dispute with XOOM Energy you may contact us by calling 1-888-997-8979 during our service hours which are posted at www.xoomenergy.com; by sending a letter to: XOOM Energy Georgia, LLC, 804 Carnegie Center, Princeton, NJ 08540, or by sending an email to customercare@xoomenergy.com . Please provide your service address and XOOM Energy account number. If you are unable to resolve the issue to your satisfaction, you may also contact the Georgia Public Service Commission.

In the unlikely event that XOOM Energy or the GPSC are unable to resolve a complaint or Dispute to your satisfaction (or if XOOM Energy has not been able to resolve a Dispute it has with you after attempting to do so informally), we each agree to resolve all Disputes through binding arbitration by the American

Arbitration Association ("AAA") or, if it is a claim for $15,000 or less, in Magistrate Court. Any arbitration or Magistrate Court action will be on an individual basis only; class arbitrations and class actions are not permitted (see Waiver of Class Action section below).

Initiation of Arbitration Proceeding/Selection of Arbitrator

(a) Notice of Dispute A party who intends to seek arbitration (whether they have tried to resolve the Dispute informally or not) must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to XOOM Energy should be addressed to: XOOM Energy Georgia, LLC c/o Legal Department, 804 Carnegie Center, Princeton, NJ 08540, ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or Dispute; and (b) set forth the specific relief sought ("Demand"). If XOOM Energy and you do not reach an agreement to resolve the Dispute within 30 days after the Notice is received, you or XOOM Energy may commence an arbitration proceeding. For commercial customers, the arbitration will be governed by the AAA Commercial Arbitration Rules, except as modified by these T&Cs. For consumers the arbitration will be governed by the AAA Consumer Arbitration Rules, except as modified by these T&Cs. During the arbitration, the amount of any settlement offer made by XOOM Energy or by you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or XOOM is entitled. The Notice form is available by calling XOOM Energy at 1-888-997-8979.

(b) Commencement of Arbitration You may initiate arbitration by filing a Claim Form with the AAA and by sending a copy of the Claim Form to XOOM Energy at the address set forth in Section IV-4(a) above. The form is available on the AAA website (www.adr.org) or by calling XOOM Energy at 1-888-997-8979. You can complete the Claim Form on the AAA website or you can mail the Claim Form to AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08403, with a copy to XOOM Energy. You do not need to send payment to the AAA. Upon receipt of the Claim Form, XOOM Energy will pay the required Arbitration filing fee.

Arbitration Procedures

This agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act ("FAA"), not state arbitration law, will govern the interpretation and enforcement of this Arbitration Provision as well as the arbitrability of all Disputes. However, applicable federal law or Georgia law may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration shall not be applicable under this Arbitration Provision.

If there is a conflict between this Arbitration Provision and the applicable AAA rules, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with XOOM Energy. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. XOOM Energy will bear the costs and attorneys' fees associated with such a petition. If there is a conflict between this Arbitration Provision and the rest of these T&Cs, this Arbitration Provision shall govern.

A single arbitrator chosen by the AAA will resolve the Dispute. You should know that participating in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Waiver of Class Actions

ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER RECIPIENTS OF GAS SERVICES FROM XOOM ENERGY, OR OTHER PERSONS SIMILARLY SITUATED. YOU ALSO AGREE NOT TO PARTICIPATE AS A CLASS MEMBER IN ANY SUCH PROCEEDING.

Location of Arbitration

The arbitration will take place in the county where you are billed. If the amount of the claim is $10,000 or less you may choose whether the arbitration takes place in person, by telephone or on written submissions. If the amount of the claim is more than $10,000 the type of hearing shall be determined by the AAA rules.

Payment of Arbitration Fees and Costs

XOOM ENERGY WILL PAY ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (IF YOU CHOOSE TO BE REPRESENTED BY AN ATTORNEY) AND EXPERT WITNESS FEES. YOU SHALL NOT BE REQUIRED TO REIMBURSE XOOM ENERGY FOR THE FILING FEES AND ARBITRATION COSTS PAID BY IT UNLESS THE ARBITRATOR DETERMINES THAT YOUR CLAIM WAS FRIVOLOUS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, XOOM WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY, INCLUDING PAYMENT OF YOUR ATTORNEY'S FEES AND LITIGATION COSTS IF REQUIRED BY APPLICABLE LAW. IN ADDITION, IF THE ARBITRATION AWARD IS GREATER THAN XOOM ENERGY'S LAST SETTLEMENT OFFER OR IF XOOM ENERGY DID NOT MAKE A SETTLEMENT OFFER, XOOM ENERGY WILL PAY TWICE THE AMOUNT OF YOUR ATTORNEY'S FEES, REIMBURSE THE EXPENSES REASONABLY INCURRED BY YOUR ATTORNEY IN PURSUING YOUR CLAIM AND A $7,500 MINIMUM RECOVERY, PROVIDED, HOWEVER, YOU MAY NOT RECOVER DUPLICATIVE AWARDS OF ATTORNEY'S FEES AND EXPENSES. ALTHOUGH UNDER SOME LAWS XOOM ENERGY MAY HAVE THE RIGHT TO AN AWARD OF ATTORNEY'S FEES AND EXPENSES IF IT PREVAILS, XOOM ENERGY AGREES NOT TO SEEK SUCH AN AWARD.

Exclusion From Arbitration

You and XOOM Energy agree that where the amount at issue is a claim within the jurisdiction of the Magistrate Court and is an individual as opposed to a class claim, you or XOOM Energy may elect to seek resolution of the Dispute in the Magistrate Court. You and XOOM Energy further agree that any appeal from the Magistrate Court, including a de novo appeal, shall be by binding arbitration pursuant to the provisions of this Section IV. Any such appeal shall be commenced by giving the Notice described above in the Notice of Dispute section. You may also file a complaint with the Georgia Public Service Commission.

Continuation: This Arbitration Provision shall survive the termination of your gas service with XOOM Energy.

Assignment: This Agreement or any XOOM Energy obligations hereunder are assignable by XOOM Energy without requiring your consent, provided that XOOM Energy notifies you thirty (30) days in advance of assignment. You may not assign or in any way transfer this Agreement.

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 Georgia Public Service Commission ("GPSC") 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. You acknowledge that you are at least eighteen (18) years of age.

Limitation of Liability and Warranty: XOOM ENERGY WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. XOOM ENERGY 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.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.

Miscellaneous: You will promptly notify XOOM Energy if there is any substantial change in your natural gas consumption. For the purpose of accounting, both parties accept the quantity, quality and measurements determined by AGL. 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 Georgia without recourse to such state's choice of law rules. There may be a delay before AGL switches your gas supply to XOOM Energy. AGL will deliver your natural gas, read your meter, and make necessary repairs to its natural gas distribution facilities. XOOM Energy is not liable for AGL's failure to timely deliver natural gas service.

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 nor 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.

Force Majeure/Uncontrollable Circumstances: We do not guarantee a continuous supply of natural gas as certain Force Majeure events outside of our control may cause interruptions in service. In this case, 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, cyberattack on us or any portion of the utility system we rely on to provide you service, 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 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. XOOM Energy 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 Energy being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM Energy may cancel this Agreement if your usage of natural gas changes substantially.

Entire Contract: This Contract (including your enrollment authorization, Confirmation Email and Welcome Letter and Disclosure Statement) constitutes the entire contract and understanding between you and XOOM Energy with respect to its subject matter and supersedes all prior written and oral agreements and representations made with respect to the subject matter.

