# RESCUELOCK 12 TERMS AND CONDITIONS

This document is a contract between us, XOOM Energy Illinois, LLC, marketing as "XOOM Energy" ("XOOM" or "Company") and you that allows us to switch your natural gas account(s) to our service. We will begin supplying your natural gas under this contract, but your utility will continue to be responsible for delivering your gas and sending you a bill for both of our services. Our business and mailing address is 804 Carnegie Center, Princeton, NJ 08540.

**Price and Charges for Service**: Your rate for natural gas purchases will be a fixed price of $0.5890 per therm, 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. You understand that any natural gas service provider selection you make may involve a charge to you for changing your natural gas service provider.

**Term**: The term of this Agreement will begin when your local utility switches your account to XOOM and will continue for 12 months.

**Automatic Contract Renewal**: This Agreement will automatically renew on the expiration of the estimated billing cycle for the initial term of the contract, and our service will continue until either of us cancels the contract subject to the Automatic Contract Renewal Provision. The exact date that your initial agreement will begin and end, depends on when your local utility company accepts our request to enroll you as our supply customer. This process can take up to forty-five (45) days, but usually less. Your energy supply service will not be interrupted during this time. Your renewal contract term will begin on the following billing cycle. You will be provided with a Notice of Automatic Contract Renewal not more than 60 days and not less than 30 days before the expiration of this Agreement. That notice will advise you of product options that are available to you and the price that you will be automatically renewed to if you do not call us by the date specified in that notice to select a different product option or to reject automatic contract renewal. That Notice will also advise you of the procedure for notifying us if you want to reject contract renewal and terminate your existing contract at the end of its term.

**Early Termination**: There is no Early Termination Fee. You have a right to terminate your agreements with alternative gas suppliers at any time without any termination fees or penalties; however, if you 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.

**Deposit**: This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. Based on the results of the credit check, XOOM reserves the right to require a security deposit in an amount equal to the average monthly share of the service for a 12-month service period. XOOM shall refund a customer's deposit at the conclusion of 12 consecutive on-time payments, unless local regulations require otherwise which shall be detailed below. If your application for service cannot be fulfilled or is otherwise not accepted, a full refund shall be made. In the event your service with XOOM is terminated, your deposit shall be used to offset

any delinquent balance owed to XOOM. Use of your deposit to offset any delinquent amounts owed to XOOM shall not relieve you of any remaining balance owed in the event there is a balance. You shall remain at all times responsible for all costs, including legal fees, associated with the collection of amounts owed to XOOM. If there is any remaining deposit balance on your account after all your debts have been satisfied, XOOM shall refund the remaining deposit. Refunds shall be made within 60 days of your deposit qualifying for such treatment.

**Rescission**: You may rescind (stop) your acceptance of the Agreement with XOOM at any time within ten (10) business days after the date on the gas utility's written notice to you confirming the switch. You may contact XOOM at 1-888-997-8979, by sending an email to customercare@xoomenergy.com or by calling your local utility: North Shore Gas at 1-866-556-6005.

**Local Utility Services**: XOOM is an independent seller of natural gas certified by the Illinois Commerce Commission. XOOM is not representing, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or consumer group program, or a governmental body or program of a governmental body. Your local utility will continue to deliver your natural gas, read your meter, send your bill, and make necessary repairs. The gas utility remains responsible for the delivery of natural gas to your premises and will continue to respond to any service calls and emergencies. 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. You will receive written notification from the gas utility confirming a switch of your gas supplier.

**Customer Service, Dispute Resolution**: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-888-997-8979 during our service hours which are posted at www.xoomenergy.com; by sending a letter to: XOOM Energy Illinois, 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: North Shore Gas at 1-866-556-6005. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If a dispute cannot be resolved, you may appeal to the Illinois Commerce Commission ("ICC") by calling 1-800-524-0795 or for TTY toll free at 1-800-858-9277, M-F 8:30 a.m. - 5:00 p.m.,or visit the website www.icc.illinois.gov.

**Uniform Disclosure Statement**: A summary document entitled the "Uniform Disclosure Statement" (UDS) is attached to this contract. The UDS has important disclosures, including information about your new rate and your right to end this contract without termination fees or penalties. Please read this contract and the UDS carefully.

**Acceptance into the Program**: You will receive written notification from your utility confirming a pending switch of your natural gas service to XOOM. 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.

**We Are Committed To Your Satisfaction**: If you are not completely satisfied with XOOM Energy Illinois' RescueLock 12 program 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.

**Notification of Changes**: XOOM reserves the right, with thirty (30) days' written 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. XOOM shall have the right to terminate this Agreement if the Illinois Commerce Commission ("ICC") or your local utility decides to end or change the program under which you buy natural gas.

**Moving**: 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 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, you may cancel this Agreement at no cost to you. Failure to notify XOOM of your move will be considered a cancellation of this Agreement in accordance with its terms. It will take time for your local utility company to cancel your XOOM account. During that time, you agree to pay for the natural gas you consume that is supplied by XOOM.

**Credit, Payment and Collection**: Your bill will be based on monthly meter readings provided to XOOM by your local utility. If your local utility is unable to read your meter, your local utility will estimate your charges based on previous usage history, and later adjust it based on actual usage shown by a meter reading. XOOM shall make similar adjustments on your bill. If there is an error in your meter reading, XOOM will adjust its bill to you upon your local utility providing a corrected meter reading to XOOM. You may receive a single bill for both your natural gas and the delivery of such natural gas from either XOOM or your utility distribution company, or each may invoice you separately. Payment is due by the date set forth on the invoice. This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. 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. 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 natural gas 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.

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

**Service Complaints**: For service problems you should contact your local utility by calling: North Shore Gas at 1-866-556-6005. IF YOU SMELL GAS PLEASE MOVE TO A SAFE AREA AND CALL 911 OR YOUR LOCAL UTILITY.

**Authorization/Representation/Letter of Agency**: By entering into this Agreement, you authorize XOOM to become your natural gas service provider and take any steps necessary to change your natural gas service provider from your current supplier to XOOM. You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for natural gas services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. You may rescind this authorization at any time by contacting XOOM. Neither your customer account number nor any other personal financial information will be released by XOOM, except to XOOM's authorized agents and as required by law, without your consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM. On your written request to XOOM, XOOM will provide you with a written copy of this Agreement within three (3) business days of such request.

**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.

**Low Income Home Energy Program or Percentage of Income Payment Plan**: Participation in the Low-Income Home Energy Program or participation in the Percentage of Income Payment Plan (PIPP) may affect your eligibility to take service from a competitive retail natural gas service provider. You represent that you have not received assistance from the Low-Income Home Energy Program and that you are not currently approved for or enrolled in PIPP or any such utility program.

**Miscellaneous**: You will promptly notify XOOM if there is any drastic change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurements determined by your local utility company. Except as provided by law, you will pay all taxes or other fees due and payable with respect to customer obligations under this Agreement. This Agreement shall be governed by the laws of the state of Illinois without recourse to such state's choice of law rules. There may be a delay before your local utility switches your natural gas supply to XOOM. XOOM is not responsible for such delays.

**Communications**: XOOM may correspond with you by United States Postal Service, electronic means, or other method, at its sole discretion.

**Insolvency**: 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.

**Limitations on Warranty and Damages**: THE NATURAL GAS PROVIDED UNDER THIS CONTRACT WILL MEET THE QUALITY STANDARDS OF YOUR UTILITY. YOU UNDERSTAND AND AGREE THAT THERE ARE NO OTHER WARRANTIES ASSOCIATED WITH THE SERVICE PROVIDED BY US. WE HAVE NO LIABILITY OR ASSOCIATED LOSS OR DAMAGE FOR SERVICE INTERRUPTIONS. LIABILITIES NOT EXCUSED SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE HARM OR LOSS.

**Arbitration and Waiver of Jury Trial**: ANY DISPUTE OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT, SHALL BE RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA CONSUMER ARBITRATION RULES, UNLESS THAT DISPUTE OR CLAIM COULD BE BROUGHT AS A SMALL CLAIMS ACTION, IN THE DISTRICT COURT OF ILLINOIS ("SMALL CLAIMS COURT"), IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF ITS JURISDICTION. IF THE DISPUTE OR CLAIM COULD BE BROUGHT IN SMALL CLAIMS COURT, THEN EITHER PARTY MAY ELECT TO PROCEED IN SMALL CLAIMS COURT. HOWEVER, WITH THIS EXCEPTION, BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD, BUT AN ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. **COPIES OF THE AAA CONSUMER ARBITRATION RULES AND ADDITIONAL INFORMATION ABOUT ARBITRATION ARE AVAILABLE AT THE AAA'S WEBSITE: HTTPS://WWW.ADR.ORG/RULES.** 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, OTHER THAN A DISPUTE REGARDING THE VALIDITY AND ENFORCEABILITY OF THE CLASS ACTION WAIVER. NOTWITHSTANDING ANY OTHER STATEMENT OF APPLICABLE LAW HEREIN, BECAUSE THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**Class Action Waiver**: **BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHT TO ARBITRATE OR LITIGATE IN COURT ANY DISPUTE OR CLAIM AS A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR MEMBER. ANY DISPUTE CONCERNING THE VALIDITY AND ENFORCEABILITY OF THIS WAIVER SHALL BE RESOLVED BY A COURT. IN THE EVENT A COURT DEEMS THIS CLASS ACTION WAIVER INVALID, THEN THE ARBITRATION PROVISION ABOVE SHALL BE NULL AND VOID.**

**Waiver of Right to Trial by Jury**: **TO THE FULLEST EXTENT POSSIBLE, EACH PARTY EXPRESSLY AND IRREVOCABLY WAIVES THEIR RIGHT TO A TRIAL BY JURY OF ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

**Force Majeure**: XOOM will not be responsible for supplying natural gas in the event of circumstances beyond its control such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. XOOM may cancel this Agreement if there is any change in regulation, law, pricing structure, tariff, or change in procedure required by a third party that results in XOOM being prevented, prohibited, or frustrated from carrying out the terms of this Agreement. XOOM may cancel this Agreement if your usage of natural gas changes substantially. XOOM may terminate this Agreement if ICC or your local utility decides to end or change the program under which you buy natural gas.

**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, at which time the change will take effect automatically unless you have contacted us to cancel the contract.

**Entire Agreement**: This Agreement, including the Enrollment Form, Uniform Disclosure Statement, and/or Welcome Letter, 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 such subject matter.