



## BIZCHOICE TERMS AND CONDITIONS

**We Are Committed To Your Satisfaction:** If you are not completely satisfied with XOOM Energy Pennsylvania's BizChoice 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. XOOM Energy Pennsylvania, LLC is licensed by the Pennsylvania Public Utility Commission as a Natural Gas Supplier to offer and supply natural gas services in Pennsylvania. XOOM Energy Pennsylvania's license number is A-2012-2283967.

**Service & Term:** The purpose of this Agreement is to switch your natural gas provider to XOOM Energy Pennsylvania, LLC ("XOOM" or "Company") to become your exclusive natural gas supplier. The Term of this Agreement will begin with your first meter read by your local utility (local distribution company ("LDC")) following your acceptance into the program and will continue on a month-to-month basis.

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

**LDC Services:** XOOM is a Natural Gas Supplier and is not affiliated with your LDC. Your LDC will continue to deliver your gas, read your meter, send your bill, and make necessary repairs. Your LDC will also respond to emergencies and provide other basic utility services as required. Please contact your LDC in the event of an emergency such as a gas leak. XOOM is not an agent of your LDC and your LDC will not be liable for any of XOOM's acts, omissions, or representations.

**Price:** Your rate for natural gas purchases will be a variable rate, per ccf, that may change on a monthly basis, plus taxes and fees, if applicable. Your monthly variable rate is based on XOOM's actual and estimated supply costs which may include but is not limited to prior period adjustments, inventory and balancing costs. You are responsible for all charges assessed and billed by your LDC for gas transportation charges, and 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.

**Termination, Moving:** You may cancel this Agreement with XOOM at any time within three (3) business days of your receipt of your disclosure statement ("Cancellation Period") without penalty or a cancellation fee by calling XOOM Energy Pennsylvania, LLC at 1-888-997-8979 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com) or by contacting your LDC. This Agreement does not become a legally binding contract until the cancellation period has expired.

When moving to an address within your LDC's service territory, XOOM will make every effort to transfer your service to your new service address, provided that you notify XOOM within forty-eight (48) hours of your move. If a transfer of service is not successful or you move to a location outside your LDC's service territory, or a territory not serviced by XOOM, this Agreement will automatically terminate 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.

**Death or Disability:** If you become disabled or die, you, or your agent or successors can terminate this Agreement by giving 48-hours' notice to XOOM Energy.

**Termination:** XOOM may cancel this Agreement by giving thirty (30) days written notice of its intention to terminate, if you fail to comply with any of the terms and conditions of this Agreement, including payment, regardless of



whether or not the reason for termination is remedied after notice. XOOM may also cancel this Agreement immediately if there is evidence that any of the information you have provided to XOOM are or becomes untrue, or you otherwise provide fraudulent or misrepresented information.

XOOM may cancel this Agreement by giving fifteen (15) days written notice if for any reason performance of this Agreement becomes materially uneconomical to XOOM, or if XOOM is otherwise unable to continue this Agreement.

Termination may take two (2) or more billing cycles by your LDC, and while the cancellation is taking place, you are still responsible for paying for the gas you consume.

IF YOU DO NOT PAY YOUR BILL(S) YOUR SERVICE MAY BE DISCONNECTED BY THE LDC. Your LDC will give you notice in the time frame prescribed by the Pennsylvania Utilities Commission before it disconnects your natural gas service. The LDC may also disconnect your natural gas service immediately and without notice in certain urgent situations such as: (a) the existence of a known dangerous condition; (b) where service is connected without authority by a person who has not made an application for service; (c) where service is reconnected without authority after disconnection for nonpayment; (d) where there has been tampering with equipment; or (e) where there is evidence of theft of service. This Agreement is automatically cancelled if the LDC returns you to LDC generation and distribution service.

**Credit, Payment and Collection:**Your bill will be based on monthly meter readings provided to XOOM by your LDC. If there is an error in your meter reading, XOOM will adjust its bill to you upon your LDC providing a corrected meter reading to XOOM. 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. Your first bill payment will be due to the LDC on the date specified in the LDC bill. If you do not pay it on time, you could be subject to interest and late charges imposed by the LDC, and your service could be disconnected. In all events, you shall remain obligated to pay for all 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.

**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](http://www.xoomenergy.com); by sending a letter to: XOOM Energy Pennsylvania, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to [customer@xoomenergy.com](mailto:customer@xoomenergy.com). For questions about your LDC bill, please contact your LDC directly. XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If a resolution cannot be reached with your LDC or with XOOM, you may contact the Pennsylvania Utilities Commission for help, toll free, at 1-888-782-3228; or in writing at PO Box 3265, Harrisburg, PA 17105-3265.

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

**Service Complaints:**For service problems you should contact your LDC by calling: National Fuel Gas Company - PA at 800.444.3130. IN THE EVENT OF A GAS-RELATED EMERGENCY, SUCH AS A GAS LEAK, PLEASE VACATE THE AREA BY A SAFE DISTANCE AND CALL YOUR LDC or 911.

**Authorization/Representation/Letter of Agency:**By entering into this Agreement, you authorize XOOM to act on your behalf under your LDC's tariffs in accordance with the rules and regulations of the Pennsylvania Utility



Commission. You acknowledge that you are the LDC account holder, or a person legally authorized to execute this Agreement on behalf of the account holder for gas services and that you are at least eighteen (18) years of age. You agree to authorize your LDC to release all information relating to your historical and current gas usage, billing and payment history to XOOM or its authorized representatives. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement. Neither your customer account number nor any other financial information will be released by XOOM, except as required by law, without your consent. Execution of this Agreement shall constitute authorization for the release of this information to XOOM.

**Miscellaneous:** You will promptly notify XOOM if there is any substantial change in your energy consumption. For the purpose of accounting both parties accept the quantity, quality and measurement determined by your LDC. 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 North Carolina without recourse to such states choice of law rules. There may be a delay before your LDC switches your natural gas supply to XOOM. XOOM is not responsible for any such delay.

**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.

**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:** XOOM will not be responsible for supplying 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.

**Entire Agreement:** This Agreement constitutes 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.