



(License # ESL-0115)

## SIMPLECLEAN TERMS AND CONDITIONS

**We Are Committed To Your Satisfaction:** If you are not completely satisfied with XOOM Energy New Jersey's SimpleClean 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.

**Service & Term:** The purpose of this Agreement is to switch your power provider to XOOM Energy New Jersey, LLC ("XOOM" or "Company") to become your exclusive electric supplier. The term of this Agreement will begin with your first meter read by your local utility (local distribution company ("LDC")) following your confirmation 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. For residential customers, there is no charge for starting or stopping electric generation service if done within the terms of this Agreement.

**Local Utility Services:** XOOM is an Electric Supplier and is not affiliated with your LDC. Your LDC will continue to deliver your electric power, 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. 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 energy purchases will be a variable rate, per kilowatt, 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 may not be limited to, prior period adjustments, inventory and balancing costs. You are responsible for all charges assessed and billed by your LDC for Services and all other applicable utility charges, which are not included in your rate.

**Termination, Moving:** You may cancel this Agreement with XOOM at any time within fourteen (14) days of your receipt of your switch to XOOM as your electric supplier ("Cancellation Period") without penalty or cancellation fee by calling XOOM 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 cancel this Agreement if your usage of electric power changes substantially.



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 electric power you consume.

**Billing:** If your LDC removes your account from consolidated billing for any reason, XOOM reserves the right to bill you directly.

**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 twenty (20) days after your first meter read by your LDC. 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. In all events, you shall remain obligated to pay for all electric power 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 New Jersey, LLC, 744 Broad Street, 16th Floor Newark, New Jersey 07102 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@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 New Jersey Board of Public Utilities for help, toll-free at 1-800-624-0241.

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

**Service Complaints:** For service problems you should contact your LDC by calling: Atlantic City Electric at 1-800-642-3780. IN THE EVENT OF AN ELECTRIC-RELATED EMERGENCY, SUCH AS A POWER OUTAGE, 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 New Jersey Board of Public Utilities. 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 electric power 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 electric power usage, billing and payment history to XOOM or its authorized representatives. You 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 agree to promptly notify XOOM if there are any anticipated major changes in your electricity consumption. During enrollment you will notify XOOM if your account is a net-metered account. Failure to notify XOOM that your account is subject to net-metering is a material breach of this agreement. 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 electricity 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 electric power 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.