



## SIMPLEFLEX TERMS AND CONDITIONS

**We Are Committed To Your Satisfaction:** If you are not completely satisfied with XOOM Energy New Hampshire's SimpleFlex plan 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 to the terms contained herein. Alternative methods of terminating service with XOOM include contracting with a new electricity supplier, contracting with an aggregator granted agency authority, or by contacting your local utility to select utility default service.

**Service & Term:** XOOM Energy New Hampshire, LLC ("XOOM" or "Company") agrees to act as your exclusive electric power supplier. XOOM is registered with by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electricity as a competitive electric power supplier ("CEPS") in the State of New Hampshire (Registration No. DM 13-185). The Term of this Agreement will begin with your first meter read by your local utility following your acceptance into the SimpleFlex program and will continue on a month-to-month basis as set forth in your Disclosure Summary, which is incorporated into this Agreement. You also have the right to change your CEPS subject to the terms of this Agreement.

**Acceptance into the Program:** 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.

**Local Utility Services:** XOOM is an independent retail marketer of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, send your bill, and make necessary repairs. Your local utility will also respond to emergencies and provide other basic utility services as required. 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.

**Price:** Your rate for energy purchases will be a variable rate, per kWh, that may change on a monthly basis, plus taxes and fees, if applicable. Your variable rate may fluctuate and may be higher or lower than your local utility. Your rate is based upon a number of factors, which may include but not be limited to, the fluctuation of wholesale commodity costs or other components of wholesale prices (including but not limited to capacity related costs, fluctuations in energy supply and demand, and weather patterns) and XOOM's pricing strategies, including XOOM's profit margin. Your variable rate is not based on market prices or a price index. You understand that XOOM's price does not include (and that you will be billed by the distribution company for) charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. You will not know what price you will pay for electricity used until your bill is issued. It may take one or more billing cycles for a price variation to become effective. XOOM will post on its website your variable price for the next billing period at least 5 days prior to the close of your billing period. You can access your upcoming variable price by visiting the XOOM Energy New Hampshire website at <https://xoomenergy.com/en/new-hampshire-variable-rates> and clicking on "Upcoming Variable Rate". You can access the maximum and minimum monthly price that a similarly situated retail customer in New Hampshire would have paid over the preceding 12-month period by visiting <https://xoomenergy.com/en/new-hampshire-variable-rates> and clicking on "12 Month Historical Variable Rate".

**Preferred Form of Communication:** You understand that by accepting this Agreement, you have consented to being sent any future notices and disclosures in electronic form, rather than paper form, and have selected electronic communications as your preferred method of communication. You also understand and that you have the



option to supplement your electronic communications with US Mail at any time during your contract by calling XOOM at 1-888-997-8979 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com).

**Rescission:** If you initially received this Agreement in person or electronically, you may rescind your authorization to use XOOM 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) within five (5) business days from the date of the initial electronic delivery of this Agreement. If you initially received this Agreement by first class mail, you may rescind your authorization to use XOOM six (6) business days from the initial postmarked date 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).

**Relocation:** 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 fifteen (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 or XOOM 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.

**Credit and Deposits:** This Agreement is contingent upon a satisfactory credit review and maintenance of good credit. XOOM reserves the right to require a deposit from you prior to providing electricity should XOOM find your credit is unsatisfactory. If XOOM holds your deposit longer than thirty (30) days, your deposit will accrue interest from the day it was received by XOOM at an interest rate in accordance with applicable law.

**Payment and Collection:** Your bill will be based on monthly meter readings provided to XOOM by your local utility. 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. XOOM will pass through to you all costs and fees related to the collection of any past due charges, including but not limited to collection agency fees, legal and court fees and account termination fees. By accepting this Agreement, you understand and agree to allow your utility to share billing and payment information with XOOM, including participation in budget billing or extended payment arrangements. 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 in the process of filing or plan to begin any bankruptcy proceedings. Payments are due on the date determined by your local utility and stated on the local utility bill. 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. XOOM may terminate this Agreement with ten (10) days written notice for non-payment. In all events, you shall remain obligated to pay for all electricity 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 [xoomenergy.com](http://xoomenergy.com) by sending a letter to: XOOM Energy New Hampshire, LLC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078 or by sending an email to [customercare@xoomenergy.com](mailto:customercare@xoomenergy.com). XOOM will refer all complaints to a representative who will use reasonable efforts in good faith to reach a mutually satisfactory solution. If you have questions about your rights and responsibilities as a rate payer or want to file a complaint regarding disputes with XOOM, please contact NHPUC's Office of Consumer Services at 1-800-852-3793.

**Assignment:** This Agreement or any XOOM obligations hereunder are assignable by XOOM without requiring your consent. In the event that XOOM proposes to transfer or sell the right to serve existing customer accounts, XOOM



will provide a written notice to each affected customer no less than 30 days prior to the effective date of such transfer or sale. This notice will include i) the date by which XOOM will discontinue providing services, ii) notice that unless you select an alternate supplier, that you will be assigned to the proposed transferee or buyer, iii) the date that by which you must select an alternate supplier, without charge, for such selection to be effective by your next meter read date, iv) any differences between the rates, terms, and conditions offered by XOOM and the proposed transferee or buyer, or confirm that all rates, terms, and conditions offered by XOOM will remain the same with the proposed transferee or buyer after assignment, v) the name, address, telephone number, and e-mail address of the proposed transferee or buyer. No early termination fee will be charged to you in the event that a customer selects an alternate supplier by the date indicated in this written notice.

**Service Complaints, Emergencies:** For service complaints and to report an emergency, such as power outage or downed power line, you should contact your local utility.

**Authorization/Representation/Letter of Agency:** By entering into this Agreement, you authorize XOOM to act on your behalf under your local utility's tariffs in accordance with the rules and regulations of the NHPUC. 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 electricity services and that you are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit history to determine if your credit standing is satisfactory for obtaining electricity under this Agreement. XOOM will not release your confidential information without a written authorization statement that includes your name, account number(s), and the unique utility assigned authorization. Confidential information includes, but is not limited to, your name, address, e-mail address and telephone number; and your individual payment information. You further acknowledge that XOOM has full authority to make all rates and tariff selections necessary to meet its obligations under this Agreement.

**National Do Not Call Registry:** The National Do Not Call registry gives you the option as to whether to receive telemarketing calls at home. For more information about the registry, you can call the Do Not Call Registry at 1-888-382-1222 or visit the official website at [www.donotcall.gov](http://www.donotcall.gov).

**Social Services Agencies:**The following are community action agencies available to low income customers for bill payment assistance:

- **Belknap and Merrimack Counties:**  
***Community Action Program Belknap-Merrimack Counties, Inc.***  
PO Box 1016, 2 Industrial Park Drive  
Concord, NH 03302  
Phone: (603) 225-3295  
[www.bm-cap.org](http://www.bm-cap.org)
- **Rockingham County:**  
***Rockingham Community Action***  
4 Cutts Street  
Portsmouth, NH 03801  
Phone: (603) 431-2911  
[www.rcaction.org](http://www.rcaction.org)
- **Hillsborough County:**  
***Southern New Hampshire Services, Inc.***



40 Pine Street  
Manchester, NH 03103  
Phone: (603) 668-8010  
www.snhs.org

- **Cheshire & Sullivan Counties:**  
***Southwestern Community Services***

- **Cheshire County:**  
63 Community Way  
PO Box 603  
Keene, NH 03431  
Phone: (603) 352-7512

- **Sullivan County:**  
96-102 Main Street  
PO Box 1338  
Claremont, NH 03743  
Phone: (603) 542-9528  
www.scshehelps.org

- **Coos, Carroll and Grafton Counties:**  
***Tri-County Community Action Program***

30 Exchange Street  
Berlin, NH 03570  
Phone: (603) 752-7100  
www.tccap.org

- **Stafford County:**  
***Stafford County Community Action Committee***

30 Saint Thomas St  
Dover, NH 03820  
Phone: (603) 749-1334

Financial assistance program information can be obtained by contacting the appropriate agency. You may also refer to the Office of Consumer Advocate Assistance Program page located at: [www.oca.nh.gov/assistanceprograms.htm](http://www.oca.nh.gov/assistanceprograms.htm). For information regarding eligibility and how to apply, contact your local electric company or the NHPUC at 1-800-852-3793.

**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 electricity 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 electric power changes substantially.

**Entire Agreement:** This Agreement, together with the Enrollment form, Disclosure Summary, and/or Welcome Letter, 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.

**Net Metering:** Net metering refers to customers who sell electricity they produce, typically through a rooftop solar panel, back to the utility for credit. If you are a net metering customer, you should not enroll with XOOM because your net metering agreement will not transfer to XOOM once you enroll. Failure to notify XOOM that your account is subject to net metering may result in immediate return to Default Service of your account.

**Miscellaneous:** For the purpose of bill accounting, both parties accept the quantity, quality and measurements determined by your local utility. 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 will be governed by the laws of the state of New Hampshire regardless of the state's choice of law rules. There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for such delays.

**Headquarters:** XOOM is headquartered in: 11208 Statesville Road, Suite 200, Huntersville, NC 28078; 1-704-274-1450 (Office); 1-877-396-6041 (Facsimile); Internet Address: [www.xoomenergy.com](http://www.xoomenergy.com); Email Address: [info@xoomenergy.com](mailto:info@xoomenergy.com).

Please refer to "Customer Service, Dispute Resolution" above for contact information for complaints.