



XOOM Energy Georgia, LLC Fixed Price Plan (RescueLock 12) Disclosure Statement

This document provides general information about the price plans and gas services provided by XOOM Energy Georgia, LLC (“XOOM Energy”), as well as contact information. Please also review the Terms and Conditions of Service document that accompanies this Disclosure Statement.

| | |
|--|---|
| <p>Natural Gas Supplier Information</p> | <p><i>While XOOM Energy will supply you with natural gas, know that XOOM Energy is not affiliated with Atlanta Gas Light Company (“AGL”), which will continue to deliver that natural gas, read your meter, and make necessary repairs to its natural gas distribution facilities as your local distribution utility. XOOM Energy’s charges for natural gas supply will appear on your bill separate from the charges of your local utility. XOOM Energy will not prevent a consumer from obtaining distribution and commodity sales service from another marketer or provider. Upon switching to another marketer, however, you will be responsible for all charges incurred until such switch becomes effective. For information or complaints, please contact XOOM Energy at the information provided below.</i></p> <p>XOOM Energy Georgia, LLC 804 Carnegie Center, Princeton, NJ 08540 1-855-203-3808 customercare@xoomenergy.com www.xoomenergy.com</p> |
| <p>Price Structure</p> | <p><i>You selected a fixed price plan. See Supply Price section in this Disclosure Statement for additional details.</i></p> |
| <p>Supply Price</p> | <p><i>Your price for natural gas purchases will be a fixed price of \$0.8690.</i></p> <p><i>Your price for gas usage will not include state and local sales taxes, or charges imposed by AGL. Instead, those taxes or charges will appear separately on your bill. You may also be required to pay a monthly customer service charge of \$5.85 and in the case of non-residential firm retail customers (as defined in the Terms and Conditions), an interstate pipeline capacity charge of \$8.50 x DDDC.</i></p> |
| <p>Contract Term and Start Date</p> | <p><i>This is a 12 month Agreement. Upon enrollment, you will receive enrollment information, a copy of our Terms and Conditions of service and a Disclosure Statement, all of which will describe your Agreement in greater detail.</i></p> <p><i>The term of your Agreement with XOOM Energy will begin with your first meter read by AGL following your enrollment with XOOM Energy. If you are switching from another marketer in Georgia, and if you sign up by the 15th day of a given month, your switch will typically become effective on the 1st day of the next month. For example, if you enroll after the 15th day of the month, your switch may not become effective until the following month (example: sign up March 21st, your switch typically will become effective May 1st).</i></p> |
| <p>Budget Billing and Average Billing</p> | <p><i>XOOM Energy will offer an optional payment program designed to provide predictable billing by equalizing payments over a period of time. Budget Billing or Average Billing is available for only the XOOM Energy portion of your bill. Please see your Terms and Conditions for more details.</i></p> |
| <p>Deposit Requirements</p> | <p><i>XOOM Energy may require a deposit as set forth in your Terms and Conditions.</i></p> <p><i>For residential: If a deposit is required, the total amount of your deposit will not exceed \$150.</i></p> <p><i>For non-residential firm retail customer (as defined in the Terms and Conditions), any deposit will not exceed twenty (20) percent of your estimated annual billing.</i></p> |



| <p>Payment Policies</p> | <p>XOOM Energy will not send estimated bills, except when the actual meter readings are not made available, and in that event, such estimated bills will be limited to no more than two consecutive months.</p> <p>XOOM Energy may charge a service processing fee of \$4.95 for any payment processed by a XOOM Customer Care Specialist and a returned payment charge of \$35 for returned or rejected payments. For more detail, see the Terms and Conditions.</p> | | | | | | | | | |
|---|--|-------------------------------------|-----------------------------|-------------------------------------|------------------------------------|---------|---------------|---------------------------------------|---------|---------------|
| <p>Cancellation/Early Termination Fees</p> | <p>You may cancel this Agreement at any time by contacting XOOM Energy, but if you do so prior to the expiration of the twelve (12) months, you will be responsible for paying an early termination (cancellation) fee of \$100.</p> <p>If you are a low-income residential consumer you will not be charged a termination (cancellation) fee. You have a three-day right of rescission following the receipt of this disclosure at the time of initiating service or when informed of a change in terms or conditions. You may cancel in writing or electronically by contacting XOOM Energy at the contact information above.</p> | | | | | | | | | |
| <p>Move-in/Relocation Fees</p> | <p>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. You will also be responsible for the following fees ("Move-in Fees") which are determined by whether a meter installation is required:</p> <table border="0" data-bbox="394 1087 1344 1171"> <thead> <tr> <th></th> <th style="text-align: center;"><u>Fees assessed by AGL</u></th> <th style="text-align: center;"><u>Fees assessed by XOOM Energy</u></th> </tr> </thead> <tbody> <tr> <td><u>Move-in with existing meter</u></td> <td style="text-align: center;">\$25.00</td> <td style="text-align: center;">up to \$25.00</td> </tr> <tr> <td><u>Move-in without existing meter</u></td> <td style="text-align: center;">\$50.00</td> <td style="text-align: center;">up to \$25.00</td> </tr> </tbody> </table> | | <u>Fees assessed by AGL</u> | <u>Fees assessed by XOOM Energy</u> | <u>Move-in with existing meter</u> | \$25.00 | up to \$25.00 | <u>Move-in without existing meter</u> | \$50.00 | up to \$25.00 |
| | <u>Fees assessed by AGL</u> | <u>Fees assessed by XOOM Energy</u> | | | | | | | | |
| <u>Move-in with existing meter</u> | \$25.00 | up to \$25.00 | | | | | | | | |
| <u>Move-in without existing meter</u> | \$50.00 | up to \$25.00 | | | | | | | | |
| <p>End of Contract/Renewal</p> | <p>If you have a fixed term agreement with us and it is approaching the expiration date, or whenever we propose to change our terms of service in any type of agreement, you will receive written notification from us prior to the date of expiration of or change to the agreement, as set forth below and in your Terms and Conditions.</p> <p>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 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 rate then in effect in accordance with the notices.</p> | | | | | | | | | |



| | |
|---|---|
| <p>Reconnection/Disconnection Policies and Procedures</p> | <p><i>Prior to any disconnection, XOOM Energy will provide you with 15-day written notice. Before a disconnection for gas service occurs for failure to pay, XOOM Energy will offer at least one reasonable pay arrangement in writing. Your service will not be disconnected for nonpayment of a bill that was not sent in a timely manner.</i></p> <p><i>If you do not pay your bill by the due date on your invoice and your total past due amount is \$30 or more, we may charge you a late payment fee in the amount of \$10 or 1.5 percent of the past due amount, whichever is greater.</i></p> <p><i>You may be charged a \$10 disconnection notice fee in the event that XOOM Energy sends a disconnection notice.</i></p> <p><i>You may also be charged a \$35 disconnect recovery charge 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.</i></p> |
| <p>Georgia Commission Consumer Affairs Information</p> <p>Heating Energy Assistance Team, Inc. ("H.E.A.T., Inc.")</p> | <p><i>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. You may also contact the Governor's Office of Consumer Affairs at 800-869-1123 or 404-651-8600.</i></p> <p><i>If you need information regarding heating assistance please contact H.E.A.T., Inc. at 678- 406-0212.</i></p> |

Note on Dispute Resolution: This contract does not permit class actions or a jury trial. See "Other Dispute Resolution" Section of your Terms and Conditions for more details.