



XOOM Energy ONT, ULC
 804 Carnegie Center
 Princeton, NJ 08540

Telephone 1-866-999-8483
 Fax 1-866-478-2830

**STANDARD CONTRACT TERMS AND CONDITIONS
 IN A CONTRACT TO BUY ELECTRICITY FOR A BUSINESS**

See **Section 2** for what different words mean in this Contract.

• **Section 1 What you are buying and from who**

Energy Retailer information	<p>XOOM Energy ONT, ULC (“XOOM Energy” or “we” or “us” or “our”) XOOM Energy is not your Electricity Utility. We are licensed by the Ontario Energy Board to sell electricity. Our electricity license number is: ER-2018-0297</p> <p>Section 7 tells you how to contact us for different reasons.</p>
Your information	<p>Name: {%=Name} Address: {%=ServiceAddress} Telephone Number: {%=TelephoneNumber} Email: {%=Email} Utility Account No: {%=UtilityAccountNumber}</p>
Address of the Business to be supplied under this Contract	<p>Service Address: {%=ServiceAddress}</p>
Contract Price: What you pay for electricity under this Contract	<p>Type of Contract Price:</p> <p><input checked="" type="checkbox"/> Fixed price <input type="checkbox"/> Variable price <input type="checkbox"/> Flat price <input type="checkbox"/> Other</p> <p>As of the Contract Start Date, your fixed price is \$0.0869/kWh for the duration of your contract.</p> <p>The fixed price price does not include delivery charges, regulatory charges, or the Global Adjustment, which amounts are payable to the utility.</p> <p>Section 4.2 tells you more about the Contract Price. It also tells you what part of your electricity bills the Contract Price covers.</p>
Other energy costs: Charges you will continue to pay others	<p>The Contract Price is only for part of your total electricity bill. You will remain responsible for paying other charges to have electricity delivered to the Business and will continue to be responsible for all charges and taxes assessed and billed by your local utility for all services it provides during the Contract Length.</p> <p>You will also remain responsible for paying your share of the Global Adjustment. The electricity Price Comparison that we gave you with this Contract shows you an estimate of the Global Adjustment. The amount of the Global Adjustment can change every month.</p> <p>Section 4.3 tells you more about these other charges, including where to find more information about the Global Adjustment.</p>
Contract Length	<p>The Contract Length starts on the Contract Start Date. You will be buying your electricity from XOOM Energy for:</p> <p><input checked="" type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 5 years <input type="checkbox"/> Other:</p>



Contract Start Date	This Contract will start on the day you start to get electricity under the contract (the " Contract Start Date "). Section 3.4 tells you how long it should normally take for that to happen.
Your right to change your mind	After you enter into this Contract, you have 10 days to change your mind. The <i>Energy Consumer Protection Act</i> gives you this right. If you tell us that you have changed your mind in those 10 days, the Contract will end. You will not have to pay a Cancellation Fee. Section 5.1 tells you about your right to change your mind.
Your rights to end this Contract	You can end this Contract for different reasons. Section 5.2 tells you about your rights to end this Contract. Section 5.3 tells you about Cancellation Fees.
Our rights to end this Contract	We can end this Contract for different reasons. Section 5.4 tells you about our rights to end this Contract.
Other documents	Prior to entering into this Contract, you must also acknowledge that you have read and understood the Disclosure Statement and the Price Comparison. You will also receive XOOM Energy's enrollment documentation, which includes your Email Confirmation and Welcome Letter which shall be considered part of this Contract. The Contract replaces any previous contracts that you may have had with XOOM Energy. The Contract does not negate or vary your rights under Law, including the <i>Energy Consumer Protection Act</i> .

Section 2: What words mean in this Contract

"**Account Holder**" is the person whose name is on the Electricity Utility bills for the Business.

"**Business**" is the property that is supplied with electricity under this Contract as shown in **Section 1**.

"**Cancellation Fee**" is what you may have to pay if you end this Contract for no reason more than 30 days after you get your second bill with the Contract Price.

"**Contract Length**" is how long this Contract will last.

"**Contract Price**" is what you agree to pay under this Contract for electricity that you buy from us for the Business.

"**Electricity Utility**" is the electricity company that runs the wires that bring electricity to the Business. An Electricity Utility is also called a distributor or a distribution company.

"**Energy Consumer Protection Act**" is the *Energy Consumer Protection Act, 2010* and any regulation made under that Act.

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"**Xoom Energy**", "**We**", "**us**" and "**our**" refer to XOOM Energy ONT, ULC.

"**You**" and "**your**" refers to the business whose name is set out beside "**Your information**" in **Section 1**.

Section 3 Supply of electricity and billing

3.1 You are the Account Holder or the Account Holder's agent

This is an agreement between XOOM Energy and you, the customer, under which you shall begin enrollment with XOOM Energy to initiate electricity service. Subject to the terms and conditions of this Contract, XOOM Energy agrees to sell, and you agree to purchase and accept the quantity of electricity, as estimated by XOOM Energy, necessary to meet your requirements based upon consumption data obtained by XOOM Energy or the delivery schedule of the Electricity Utility.



You have told us that you are at least eighteen (18) years of age and:

- a. you are the Account Holder for the Business; or
- b. the Account Holder has given you permission to enter into this Contract to supply electricity to the Business.

3.2 Enrolling you as a New Customer

Before we provide electricity for the Business, we have to take two steps.

Step one: We must enroll you as a new customer. You agree to provide us with and authorize us to receive from third parties reasonable financial and credit information or a standard credit check, if we request it.

Step two: We will ask your Electricity Utility to switch you to the Contract Price for the electricity used in the Business. This switch is a change to the supply arrangement information on your Electricity Utility account, and will not interrupt electricity service to the Business.

You agree that we can act as your agent for the purpose of asking your Electricity Utility to switch you to the Contract Price and for the purposes of arranging for the supply of electricity used in the Business and managing this Contract. You also agree that your Electricity Utility can give us, or an authorized representative of XOOM Energy, information about the electricity account for the Business that we need in order to enroll you and to manage this Contract, including your account name and number, rate classification, information relating to your historical and current electricity usage, meter readings, billing and payment history, and any other information relating to characteristics of electricity service.

You further acknowledge that XOOM Energy has full authority to make all rates and tariff selections necessary to meet its obligations under this Contract. You may rescind this authorization at any time by contacting XOOM Energy.

XOOM Energy will not give or sell such information to any other party without your consent unless XOOM Energy is required to do so by law or it is necessary to enforce the terms of this Contract. Execution of this Contract shall constitute authorization for the release of this information to XOOM Energy.

3.3 Conditions of this Contract

This Contract is subject to your acceptance into the program by XOOM Energy and the Electricity Utility. You will be promptly notified if you are not accepted into the program. Before we supply you with electricity and services, the following conditions are required for acceptance into the program:

- a. the Electricity Utility must enroll your Business with XOOM Energy designated as your retailer; and
- b. this Contract must be verified with you or your agent through a verification process in accordance with requirements of the *Energy Consumer Protection Act*.

3.4 Start Date of Supply

We will start supplying electricity to the Business under this Contract after your Electricity Utility has finished switching you to the Contract Price.

Normally, we will start supplying the Business under this Contract within 60 days from when the Electricity Utility finishes switching you to the Contract Price.

We do not control how fast your Electricity Utility will do the switch. Some of the reasons why it can take longer for us to start supplying your electricity are:

- a. Mistakes in the information that we have about you;
- b. If your Electricity Utility does not tell us they have done the switch; or



c. If your Electricity Utility takes longer than usual to do the switch for any other reason that we cannot control.

3.5 Billing

Your Electricity Utility will continue to deliver electricity to the Business. They will also continue to read your electricity meter. Your Electricity Utility will also normally continue to bill you on our behalf for electricity supplied to the Business under this Contract. Your electricity bills will be sent to you in accordance with your Electricity Utility’s usual requirements and schedules for things like billing and payment dates and security deposits.

We reserve the right to bill you directly.

Section 4 Contract Price and other energy costs you will continue to Pay

4.1 Agreement to buy from us: You agree to buy from us all of the electricity used at the Business, other than any electricity that is supplied by a generator that is on or directly connected to the Business.

Your agreement to buy from us lasts until the end of the Contract Length. The Contract Length is shown in **Section 1**.

4.2 Contract Price: What you pay for electricity under this Contract

You agree that you will pay the Contract Price for the electricity that you buy from us. The Contract Price is shown in **Section 1**. It includes:

The price for the electricity used in the Business. electricity use is measured in kilowatt hours or "kWh".
Any other charge listed in Section 1 as part of the <u>Contract Price</u> .

4.3 Other Energy Costs: Charges you will continue to pay to others

There are other charges that you will continue to pay in addition to the Contract Price. These other charges are:

What you have to pay your Electricity Utility to bring electricity to the Business.
Your share of the Global Adjustment. More information about the Global Adjustment is in the electricity Disclosure Statement and Price Comparison that we gave you with the Contract. It is also explained on the Ontario Energy Board’s website at https://www.oeb.ca/rates-and-your-bill/electricity-rates/understanding-your-electricity-bill . The Ontario Energy Board is the independent government agency that regulates the electricity and natural gas sectors in Ontario.
Taxes

Section 5 Ending the Contract

5.1 You can change your mind about this Contract

The *Energy Consumer Protection Act* says that you have 10 days to change your mind about this Contract. This is called the “cooling off” period. It starts when you enter into this Contract. If you tell us that you have changed your mind in those 10 days, this Contract will end. You will not have to pay any Cancellation Fee. And if you paid us any money under the Contract, we have to give you a full refund.

To cancel your acceptance of this Contract at any time within the “cooling off” period, please call XOOM Energy’s Customer Care Center at 1-866-999-8483, write to us at XOOM Energy ONT, ULC, 804 Carnegie Center, Princeton, NJ 08540 or email us at customercare@xoomenergy.ca.

5.2 You can end this Contract if...

The *Energy Consumer Protection Act* says that you can end or “cancel” this Contract for different reasons if you want to.

You can end this Contract up to 30 days after you receive the second bill that is charging you the Contract Price. You will not have to pay any Cancellation Fees. But you have to pay those bills.



You can also end this Contract for any of the 7 reasons below. You will not have to pay any Cancellation Fees.

1. If the Business moves to a different location
2. If this Contract does not meet the rules in the *Energy Consumer Protection Act* or the rules set by the Ontario Energy Board.
3. If we did something that the *Energy Consumer Protection Act* says is an unfair practice. Some of the unfair practices are:
 - a. If we said something that is not true or that can mislead you;
 - b. If you are not the Account Holder or the Account Holder's agent;
 - c. If we did not follow the Ontario Energy Board's consumer protection rules; or
 - d. If another marketing contract exists for the supply of electricity to your Business (except where the existing marketing contract is to expire on or before the start of this Contract).
4. If you already had a contract with another energy retailer when you entered into this Contract. This right to end this Contract only exists until the day the other contract ends.
5. If the *Energy Consumer Protection Act* says that we have to record a telephone call or an internet transaction that we or someone acting for us have with you, and we do not give you a copy within 10 days after you ask for it.
6. If this Contract is changed, renewed or extended at a time when we have not given the Ontario Energy Board information that we must give them each year.
7. If we automatically renew or extended this Contract.

The *Energy Consumer Protection Act* also says that you can end this Contract at any other time for no reason. You have to give us 10 days' notice that you want to end this Contract for no reason. In this case, we can charge you a Cancellation Fee (see **Section 5.3**).

Nothing in this Contract can take away or change any of the rights to end the Contract that the *Energy Consumer Protection Act* gives you.

5.3 Cancellation Fees

There is no Cancellation Fee associated with this Contract.

5.4 We can end this Contract if...

We can end this Contract, or the applicable portion of this Contract, at our discretion and without penalty immediately upon notice to you if:

- a. do not pay your electricity bill in full by the due date on your bill; or
- b. do anything that prevents us from supplying you with Energy or services.

We may terminate this Contract or the applicable portion of this Contract at our direction and without penalty for any other reason on 30 days notice unless you have a fixed Contract Price. In that case, we will honour the fixed Contract Price for the Contract Length, provided that you continue to meet the conditions of this Contract and subject to our other rights of cancellation listed in this section.

Section 6 Transferring the Contract

6.1 Moving

When moving to another address within your local utility's service territory, XOOM Energy will make every effort to transfer your service to your new service address when you move to an address within your local utility's service territory, provided that you notify XOOM Energy 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 Contract at no cost to you. Failure to notify XOOM Energy of your move will be considered a cancellation of this Contract in accordance with its terms.

6.2 Transferring the Contract

You may not assign its interests in and delegate its obligations under this Contract without the express written consent of XOOM Energy.

XOOM Energy may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Contract and the rights and obligations there under, to another energy supplier, energy services company or other entity as authorized by the Ontario Energy Board.

Section 7 How to Contact Us

7.1 Contact Information

If you have a complaint or question, would like to renew or extend this Contract, have changed your mind or would like to end this Contract, you may contact XOOM Energy's Service Contact Center at 1-866-999-8483 during business hours which are posted on our website at www.xoomenergy.ca (contact center hours subject to change) or write to XOOM Energy ONT, ULC at: 804 Carnegie Center, Princeton, NJ 08540 or email us at customer care@xoomenergy.ca.

7.2 Emergency Contacts

In the event of an electric power outage or other emergency, please use the following toll-free numbers to directly contact your Electricity utility:

Enova - Kitchener-Wilmot Hydro: 519.745.4771

Section 8 Making Changes to this Contract

8.1 Changing the Contract

We cannot change this Contract without first asking you if you agree. If we want to change the Contract, we will send you the change in writing or ask you about it over the phone. If you agree to the change, we will send you a copy in writing. After you get that copy, you have 20 days to change your mind and tell us that you do not want the change after all.

Notwithstanding the above, if any part of this Contract is illegal or cannot be enforced, we both agree that it will be fixed to be legal and enforceable. If that part cannot be fixed without changing our intention in this Contract, it will be removed and the rest of this Contract will stay in effect.

8.2 Change of Laws

If at some future date there is a change in any law, rule, regulation or pricing structure whereby XOOM Energy is prevented, prohibited or frustrated from carrying out the terms of the Contract, at its sole discretion XOOM Energy shall have the right to cancel this Contract on 15 days' notice to you. In the event such change requires XOOM Energy to increase its cost of electricity beyond that sold in the wholesale electricity markets, XOOM Energy will provide you 30 days' notice of such change, and you shall have the right to cancel this Contract. In the event you do not notify XOOM Energy of your wish to cancel this Contract, XOOM Energy shall have the right to charge such increased costs to you for the remainder of the term of the Contract, in accordance with the terms herein.

Section 9 Renewal

The *Energy Consumer Protection Act* currently provides that we may renew or extend this Contract by giving you notice during a period starting 120 days and ending 60 days before the end of your initial Contract Length. We will send you notice of the renewal or extension, including: (i) a text-based copy of the proposed renewed or extended contract; (ii) two copies of the then-current Disclosure Statement and Price Comparison; and (iii) two copies of a text-based renewal or extension form, including any changes to this Contract and the Contract Price. You may notify us as specified in the renewal notice whether you wish to renew or extend this Contract.



Section 10 General

10.1 Force Majeure

XOOM Energy will make commercially reasonable efforts to provide electricity hereunder, but XOOM Energy does not guarantee a continuous supply of electricity to you. Certain causes and events out of the control of XOOM Energy ("**Force Majeure Events**") may result in interruptions in service. XOOM Energy will not be liable for any such interruptions caused by a Force Majeure Event, and XOOM Energy is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the local distribution utility (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond XOOM Energy's control.

10.2 Warranty

This Contract, including any enrollment form and applicable attachments, as written makes up the entire Contract between you and XOOM Energy. XOOM Energy makes no representations or warranties other than those expressly set forth in this Contract, and XOOM Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

10.3 Liability

AS YOUR ELECTRICITY RETAILER, WE DO NOT CONTROL AND ARE NOT RESPONSIBLE FOR THE PHYSICAL SYSTEMS THAT CARRY YOUR ELECTRICITY AND THEREFORE WE DO NOT CONTROL WHETHER OR HOW YOU RECEIVE ELECTRICITY. WE HAVE NO CONTROL OVER THINGS SUCH AS THE QUALITY, PRESSURE, VOLTAGE, FREQUENCY OR CONTINUITY OF YOUR ELECTRICITY OR ITS SUPPLY. OTHERS, INCLUDING THE ELECTRICITY UTILITY, CONTROL THESE THINGS AND WE ARE NOT RESPONSIBLE FOR ANY OF THEM. WE ARE ONLY RESPONSIBLE FOR DAMAGES CAUSED DIRECTLY BY OUR ACTIONS (AND SPECIFICALLY EXCLUDE LIABILITY FOR THE ACTIONS OF THOSE FOR WHOM WE ARE NOT RESPONSIBLE AT LAW). WE ARE NOT RESPONSIBLE FOR PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OR DAMAGES FOR LOSS OF USE, REVENUE, PROFIT OR OPPORTUNITY.

The remedy in any claim or suit by you against XOOM Energy will be solely limited to direct actual damages. By entering into this Contract, you waive any right to any other remedy in law or equity. In no event will either XOOM Energy or you be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Contract.

10.4 Dispute Resolution

In the event of a billing dispute, question or a disagreement involving XOOM Energy's service, please contact us by way of the contact information in Section 7.1 of this Contract. You have the right to dispute incorrect calculations or estimates on your bill if you inform us promptly, but you must pay your bill in full while a dispute is being resolved. If you are correct, we will adjust your bill. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. You are responsible for all legal and collection fees associated with us trying to collect any amounts owing.

10.5 Choice of Laws

This Contract shall be governed by the laws of the province of Ontario.

10.6 Taxes and Laws

Except as otherwise provided in the Contract or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Contract, other than taxes based on XOOM Energy's net income, shall be paid by you, and you agree to indemnify XOOM Energy and hold XOOM Energy harmless from and against any and all such taxes. This Contract is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Contract or the services to be provided hereunder.

10.7 Notices and Communication

Each of us must deliver any notice related to this Contract to the other's address provided in this Contract. You agree that such written notice to you may be delivered using email as a formal method of communicating. Each of us may change our address or delivery instructions by giving notice to the other.

KITECFE01200086900000001



You consent to the recording of phone calls relating to this Contract, and consent to XOOM Energy contacting you by email. You also consent to XOOM Energy contacting you using an automatic dialing device or similar device which delivers automated messages at the telephone number(s) provided in this Contract.

10.8 Privacy

Our privacy policy governs the way that we use the information you give us. We only use it to establish and collect money for your account, to supply electricity under this Contract, to meet our contractual obligations with others, for law enforcement activities and to communicate with you. You consent to us collecting, retaining, using and disclosing your information in this way unless you contact us and tell us otherwise. Any withdrawal of consent that prevents us from supplying electricity and services will result in the application of the Cancellation Fee. If you have any questions or concerns about our privacy policy, please visit our website or contact us directly.

-Signature Page Follows-



XOOM ENERGY ONT, ULC

Name: Leonard Gardner
Title: Senior Director, Portfolio Management
Date: {%=WebEnrollmentDate}

Customer Acknowledgement and Acceptance

I understand and acknowledge as follows:

- 1. Entering and leaving my personal information on a public computer is not recommended.
 Yes No
- 2. XOOM ENERGY DOES NOT REPRESENT AN ENERGY DISTRIBUTOR, THE ONTARIO ENERGY BOARD, OR THE GOVERNMENT OF ONTARIO.
 Yes No
- 3. I am the account holder with respect to the Contract entered into through the XOOM Energy website or am the account holder's agent for the purposes of entering into the Contract.
 Yes No
- 4. I have read and understand the Disclosure Statement and Price Comparison.
 Yes No

By checking the appropriate box below, I, on behalf of the Business:

- expressly accept the provisions of the Contract offer OR
- expressly decline the Contract offer and desire to terminate the transaction without completing it.

I acknowledge that if I agree to accept the provisions of the Contract, I must provide my email below. I further acknowledge that I have received and read the Contract, Disclosure Statement and Price Comparison, I understand their contents and I agree to comply with them. I understand that I am able to cancel the Contract without cost or penalty within 10 days after I acknowledge receipt or am deemed to acknowledge receipt of a copy of the Contract.

Business Name: {%=BusinessName}
Authorized Representative Name: {%=AuthorizedRepresentativeName}
Customer Email: {%=CustomerEmail}
Date: {%=WebEnrollmentDate}