XOOM ENERGY CANADA, ULC
FIXED RATE TERMS AND CONDITIONS (ELECTRICITY)

The company that wants you to enter into this Internet marketing contract is an independent electricity or gas marketing company, whose rates are not regulated by any provincial or municipal government or agency. This company is not affiliated with the Government of Alberta.

Offer: This offer is open to customers who consume less than 250,000 kWh/year (250 megawatt hours/ year) of electricity. XOOM Energy Canada ULC agrees to coordinate the supply of Energy for your Site, under the terms and conditions set out in the Contract. You agree to purchase your Energy for your Site for the Term and Energy Charge indicated on the Product Sheet. You also acknowledge and agree that in addition to the Energy Charge, you will pay all other necessary charges listed in the Contract. The terms and conditions relating to the plan you have chosen on the Product Sheet replace any previous terms and conditions that you may have had with another XOOM Energy Canada ULC plan.

Introduction: This is an agreement for electric generation service from XOOM Energy Canada, ULC ("XOOM" or "Company" or "us"). XOOM is licensed by the Government of Alberta, to offer and supply competitive electricity retailer services in Alberta. XOOM's Electricity Marketing Business License number is 342997. Your generation prices and charges will be set by us. The Alberta Utilities Commission regulates local utility company distribution prices and services. Your XOOM enrollment documentation, which includes your Email Confirmation, Welcome Letter, these Terms and Conditions and the accompanying Product Sheet set forth your entire agreement with XOOM for Energy ("Contract").

We Are Committed To Your Satisfaction: If you are not completely satisfied with XOOM's Fixed Rate plan for any reason, please contact us. If we are unable to resolve your concern to your full satisfaction, you may terminate this Contract, in accordance with its terms.

Disclosure Statement to Consumer: The following disclosure statement to you is required by Service Alberta in accordance with the *Energy Marketing and Residential Heat Sub-Metering Regulation*. This disclosure statement is also set out in the Product Sheet and this Contract is not valid unless you acknowledge the disclosure statement by signing or accepting the terms and conditions of this Contract.

Disclosure Statement to Consumer:

Please read this statement before you acknowledge it. Before you enter into a marketing contract for the supply of Energy you should understand the following:

1. This Contract is not a electricity or gas utility or government rebate program.
2. The business named in this contract may not be able to supply Energy cheaper than your current utility company.
3. This Contract can be ended only under the conditions set out in Section 4 of this Contract.
4. If you move to another location within Alberta, you will still be responsible to buy Energy under this Contract, as set out in Subsection 4.1 of this Contract.
5. You may cancel this Contract from the day you acknowledge the Contract until 10 days after a copy of the Contract that you acknowledged (by written agreement, online over the internet, or by way of Recorded Call) is received by XOOM. You do not need a reason to cancel the Contract. To cancel the Contract, you must give notice of cancellation at the address in this Contract. You may give notice of cancellation by any method that will allow you to prove that you gave notice, including mail, fax, e-mail, or by personal delivery. Under certain circumstances you may have more than 10 days to cancel this Contract.

If you need more information on cancelling the contract, or if you feel you have been treated

unfairly, you may contact Service Alberta at 780-427-4088. Outside Edmonton call 1-877-427-4088 toll free.

1. HOW WE DEFINE CERTAIN KEY TERMS IN OUR CONTRACT: These terms and conditions are approved by the Director of Fair Trading pursuant to the *Energy Marketing and Residential Heat Sub-Metering Regulation*. They have been drafted in plain language to make it easy for you to understand.

Contract	These terms and conditions, the Product Sheet and the Recorded Call if applicable.
Directive	Any contract with a Distribution Company or its tariffs, policies or directives.
Distribution Company	The organization that operates your local electricity distribution system, including the load settlement agent.
Early Exit Fee	Your cost to end your Contract with us before its expiry date. The amount is described in the Product Sheet.
Energy	The electricity that you are buying under this Contract.
Energy Charge	The price per unit that you agree to pay for the Energy supplied to you under this Contract. It is described in the Product Sheet.
Laws	Any law,regulation,Directive or other legal requirement relating to this Contract or the supply, sale, receipt and purchase of Energy.
Other Charges	The amounts you will pay us in addition to the Energy Charge that are related to the supply of Energy and services under this Contract. They are charged by third parties related to third party enrollment and exit fees, franchise fees, local access fees, transportation charges, transmission charges, delivery charges and Taxes. They also include amounts charged by us that are described in the Product Sheet.
Product Sheet	The document titled “Product Sheet” that describes what you are purchasing and your personal information.
Recorded Call	The recorded telephone call that describes what you are purchasing and your personal information. A telephone call conducted to verify a written agreement is not a Recorded Call.
Site	Your home, business or other locations noted as Site ID numbers in the Product Sheet.
Site Administration Fee	The amount set out in the Product Sheet that we charge you each month for each Site to administer your account.
Start Date	The date on the Product Sheet you will first receive Energy from us under this Contract.
Taxes	All lawful taxes and charges related to your purchase of Energy and services under this Contract.

2. SUPPLY OF ENERGY:

2.1 Conditions for Supplying Energy: The Terms and Conditions are subject to your acceptance into the program by XOOM and the Distribution Company. You will be promptly notified if you are not accepted into the program. The following conditions are required for acceptance into the program:

a. Before we supply you with Energy and services, you must meet XOOM’s credit requirements, and you must continue to meet XOOM’s credit requirements; and

b. Before we supply you with Energy and services, the Distribution Company must enroll your Site with us designated as your retailer.

2.2 Credit requirements and deposits: You agree to provide us with and authorize us to receive from third parties reasonable financial and credit information if we request it. We will use it to evaluate your creditworthiness,and as a result we may require a deposit at any time during the Term of this Contract. Any such deposit will be returned after the final bill is paid, or will be credited to the outstanding balance. You agree to maintain credit worthiness satisfactory to XOOM at all times while this Contract is in effect. If you do not maintain credit worthiness satisfactory to XOOM, we may cancel this Contract at our discretion.

2.3 Appointing us as your agent: By entering into this Contract, you appoint us as your limited agent to deal with third parties for all purposes related to the performance of this Contract, including acting on

your behalf under your local utility's tariffs in accordance with the rules and regulations of the Government of Alberta. In this role, we will conduct activities such as enrolling your Site, acquiring and arranging for the supply of Energy and services to you, and billing you for the Energy and services supplied to you. This agency relationship ends when both of us have completed all obligations under this Contract and any renewal of it. When we act as agent, we only do so for the purposes directly related to this Contract. You are free to make your own decisions about the Energy and Contract you choose, and you agree that we are not your financial advisor and therefore have no liability for your choices.

You acknowledge that you are the local utility account holder, or a person legally authorized to execute this Contract on behalf of the account holder for electricity service and are at least eighteen (18) years of age. You agree to authorize XOOM to obtain your credit information and you agree to authorize your local utility to release all information relating to your historical and current electricity usage, billing and payment history to XOOM or its authorized representatives. You authorize the Distribution Company to give us your consumption information and any related information that we may require. You acknowledge that XOOM 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. 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 Contract shall constitute authorization for the release of this information to XOOM.

XOOM is an independent competitive retail supplier of electricity and is not affiliated with your local utility. Your local utility will continue to deliver your electricity, read your meter, 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.

2.4 Service & Term:XOOM agrees to act as your exclusive electric power supplier and will provide competitive retail electricity service to you. The term of this Contract will begin when your local utility switches your account to XOOM and will continue for the Contract Term set forth in the accompanying Product Sheet.

3. BILLING, METERING AND PAYMENT:

3.1 Billing: We will bill you regularly and you must pay your bill. You will receive a single bill for both your Energy and the delivery of such Energy from the Distribution Company. Your bill includes charges for all Energy supplied to you based on the Energy Charge, Other Charges, Site Administration Fee and any deposit. Occasionally your bill will contain charges or credits for adjustments related to those charges or your Energy consumption.

3.2 Estimated and actual consumption: The portion of your bill related to consumption is based on your metered Energy consumption and estimates of consumption that we or the Distribution Company make. Periodically, we will make adjustments between estimated and actual consumption and bill you a debit or credit. For example, if your local utility is unable to read your meter, your local utility will estimate your charges based on previous usage history, and later adjust it based on actual usage shown by a meter reading. If there is an error in your meter reading, your bill will be adjusted upon your local utility providing a corrected meter reading.

3.3 Late payments or disputed invoices: If we do not receive your payment by the due date indicated on the bill, we will charge you the late payment charge set out in the Product Sheet ("Late Payment Charge"). Any balance forward is overdue. Please allow sufficient time for payments to reach our office by the due date. Some financial institutions take up to four (4) days to forward payments to our office and there may be a charge for each cheque that is returned due to insufficient funds. You have the right to dispute incorrect calculations or estimates 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. You are responsible for all

legal and collection fees associated with us trying to collect any amounts owing, including the Early Exit Fee.

3.4 Use of deposit: We may use any deposit made by you for the payment of any amounts owing pursuant to this Contract.

3.5 Price: Your rate for the Energy provided under this Contract will be a fixed price, per kilowatt hour ("Energy Charge"). This rate is established at the time of your enrollment and is set forth in your Product Sheet, which is incorporated into this Contract. You are responsible for all charges assessed and billed by your local utility for electric distribution charges, and for all services your local utility provides, including any other fees or taxes specifically associated with services it continues to provide during the term of this Contract.

3.6 Paper Billing: All of our bills will be processed electronically unless you request a paper bill.

3.7 Authorization for Pre-Authorized Recurring Payment: As a normal rule, your monthly XOOM bill will be processed for the full amount owing under the terms and conditions of the pre authorized debit transaction ("Pre-Authorized Recurring Payment"). If you have agreed to pay your monthly bill using Pre-Authorized Recurring Payment, you agree to the following terms and conditions:

a. You acknowledge this authorization for Pre-Authorized Recurring Payment is provided for the benefit of XOOM and your bank, and is provided in consideration of your bank agreeing to process payments and credits against your account in accordance with the rules of the Canadian Payments Association;

b. You warrant and guarantee that those signatures required on the account have completed the written signature or digital signature on this Contract;

c. You warrant and guarantee that the written signature and/or digital signature on this Contract also acts as a signature for the Pre-Authorized Recurring Payment;

d. You authorize XOOM to draw or deposit on your account number with the branch of the financial institution where you maintain an account;

e. You may cancel this authorization at any time upon written notice to XOOM, provided that this authorization cannot be cancelled if there is an outstanding balance due and payable to XOOM;

f. You acknowledge that provision and delivery of this authorization to XOOM constitutes delivery by you to your bank and any delivery of this authorization to XOOM constitutes delivery by you;

g. You undertake to inform XOOM, in writing of any change in the account information provided in this Authorization for Pre-Authorized Recurring Payment at least ten (10) days prior to the next due date of the Pre-Authorized Recurring Payment;

h. You acknowledge that your bank is not required to verify that a Pre-Authorized Recurring Payment has been issued in accordance with the particulars of your authorization including, but not limited to, the amount and further acknowledge that your bank is not required to verify that any purpose of payment for which the Pre-Authorized Recurring Payment was issued has been fulfilled by XOOM as a condition to honouring a Pre-Authorized Recurring Payment issued or caused to be issued by XOOM on your account. Revocation of this authorization does not terminate any Contract for goods or services that exists between you and XOOM. Your authorization applies only to the method of payment and does not otherwise have any bearing on the Contract;

i. You will provide us with the account information in the Product Sheet or a copy of the Void Cheque or Bank account confirmation issued by the bank; and

j. You acknowledge that upon finalizing your bill with XOOM, the amount will be withdrawn or refunded to your account and the account will be closed.

A Pre-Authorized Recurring Payment may be disputed if: (i) the payment was not drawn in accordance with your authorization; (ii) the authorization was revoked; or (iii) the pre-authorization was not received. In order to be reimbursed, a declaration to the effect that one of such events has occurred must be completed and presented to the branch of the financial institution holding your account.

4. CHANGES TO THE SUPPLY OF ENERGY AND TERMINATING THIS CONTRACT:

4.1 Moving:

a. You must give us at least forty-five (45) days' advance notice before you move and tell us your new address. If the new location is

within a territory we serve, we will amend this Contract to apply to your new location. Any interruption in supply of Energy or services caused by your failure to give us forty-five (45) days' notice and any additional costs we incur in serving the new location will be your responsibility.

b. If you move out of Alberta or to a territory we do not serve, then on the date of your move, this Contract will end without liability to either of us.

c. If we cannot supply electricity to your new location for any other reason (including that a third party supplies you with electricity), this Contract, as it applies to electricity will end and we may charge you the Early Exit Fee.

4.2 Transferring this Contract:

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

b. XOOM Energy may sell, transfer, pledge, or assign all of its rights but not its obligations as collateral security without your consent. Without limitation to the foregoing, 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 hereunder, to another energy supplier, energy services company or other entity as authorized by Service Alberta and applicable Laws.

4.3 Termination by You: You may cancel your acceptance of this Contract by delivering notice to XOOM by way of mail, fax, e-mail or by personal delivery, in the following circumstances:

a. without cost or penalty of the Early Exit Fee (defined in section 4.6 below) for any reason within ten (10) days after a copy of this Contract, signed by you as a written agreement or acknowledged online over the internet, is received by us;

b. without cost or penalty of the Early Exit Fee (defined in section 4.6 below) within ten (10) days after you receive a copy of this Contract, if you entered into this Contract during a Recorded Call;

c. without penalty of the Early Exit Fee (defined in section 4.6 below) within sixty (60) days after the date you receive your first bill from us if this Contract was entered into during a Recorded Call, provided that you will still be required to pay for any Energy consumed while under this Contract with us;

d. without cost or penalty of the Early Exit Fee (defined in section 4.6 below) if another marketing contract presently exists for the supply of Energy to your Site (except where the existing marketing contract is to expire on or before the start of this Contract); or

e. without penalty within one (1) year from the date this Contract is entered into if we (i) do not set out in this Contract a specified or ascertainable date on which the supply of Energy services is to begin; (ii) do not begin the supply of Energy within thirty (30) days of the specified or ascertainable start date on which the supply of Energy is to being (unless you expressly authorize the late start); or (iii) were not properly licensed by the Government of Alberta when we entered into this Contract, provided that you will still be required to pay for any Energy consumed while under this Contract with us.

To provide notice of termination to XOOM Energy Canada, ULC, please use one of the following addresses:
Address: 11208 Statesville Road, Suite 200, Huntersville, NC 28078

Email: customercare@xoomenergy.ca

Fax: 704-274-1430

Please read the entirety of this Section 4 to understand the terms and conditions with respect to termination.

4.4 Termination by XOOM: We may terminate 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 bill in full by the date on your bill;

b. do anything that prevents us from supplying you with Energy or services;

c. increase your consumption above 250,000 kWhs per year (250 megawatt hours/ year); or

d. do not give us satisfactory financial or credit information, do not give us a deposit when we request one, or do not meet our credit requirements.

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

4.5 De-Enrolling You with the Distribution Company: When this Contract ends we will ask the Distribution Company to de-enroll your Site. When it does, you will receive Energy from a default supplier or another retailer you choose. The obligations under this Contract will not end until the de-enrolment is finished and we have each completed all of our obligations to each other.

4.6 Early Exit Fee: You understand and agree that in order for XOOM to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Contract. If you cancel this Contract early, you will be responsible for paying an early exit fee ("Early Exit Fee"), set forth in the Product Sheet, which is intended not as a penalty, but simply to offset the cost of selling the unused portion of your Energy to others and estimated lost revenue that XOOM may incur from such a sale, if any, and related expenses. If we charge you the Early Exit Fee, it will appear on your bill. If you do not pay it to us by the date indicated, we will charge you the Late Payment Charge.

4.7 Termination Fees: It will take time for your local utility company to cancel your XOOM account. During that time you agree to pay for the Energy you consume that is supplied by XOOM. In addition, you must also pay us: (i) any outstanding payment obligations you have incurred under this Contract that remain unpaid, including related wire service, distribution and administration fees, and all applicable taxes up to the termination date; and (ii) the Early Exit Fee, if applicable. If you do not pay us the amounts owing by the date indicated, we will charge you the Late Payment Charge.

5. UNEXPECTED EVENTS:

5.1 Inability to Perform: Certain events beyond our control may make it impossible for us to supply Energy or services to you, such as events of Force Majeure, including but not limited to, acts of terrorism, sabotage, or acts of God. We are not legally responsible to you in those events and will resume supplying Energy or services as soon as we reasonably can. This Contract will otherwise remain in full effect.

5.2 Change of Laws: If we believe a change in Laws requires that we make a change to this Contract, we will notify you and the changes will apply thirty (30) days after the notice is sent. The Energy Charge and expiry date will not change unless you agree. If a change in Laws prevents, prohibits or frustrates us from supplying Energy or services under this Contract or creates additional costs for us that are not included in Other Charges, then we may end this Contract. If so, we will notify you and thirty (30) days after the notice is sent, this Contract will end without liability to either of us.

6. OTHER DUTIES AND RESPONSIBILITIES:

6.1 Promises: We both need each other's assistance to successfully perform this Contract. Therefore, we both promise to comply with Laws and to help each other in enrolling your Site. .

6.2 Limitation of Liability and Warranty:AS YOUR ENERGY RETAILER, WE DO NOT CONTROL AND ARE NOT RESPONSIBLE FOR THE PHYSICAL SYSTEMS THAT CARRY YOUR ENERGY AND THEREFORE WE DO NOT CONTROL WHETHER OR HOW YOU RECEIVE ENERGY. WE HAVE NO CONTROL OVER THINGS SUCH AS THE QUALITY, PRESSURE, VOLTAGE, FREQUENCY OR CONTINUITY OF YOUR ENERGY OR ITS SUPPLY. OTHERS, INCLUDING THE DISTRIBUTION COMPANY, 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.

7. MISCELLANEOUS:

7.1 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 Energy 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 Energy and services will result in the application of the Early Exit Fee. If you have any questions or concerns about our privacy policy, please visit our website or contact us directly.

7.2 Notices: Each of us must deliver any notice related to this Contract to the other's address on the Product Sheet. You agree that such written notice may be made on your bill or deemed to be delivered using email as a formal method of communicating. You are required to produce independent evidence that the notice was delivered. Each of us may change our address or delivery instructions by giving notice to the other.

7.3 Entire Agreement and Execution: Your enrollment documentation including Confirmation Email, Welcome Letter, Product Sheet and accompanying Terms and Conditions constitutes your entire Contract with XOOM with respect to the Energy and shall supersede all prior written and oral agreements and representations made with respect to such subject matter. We both agree that this Contract is the only thing we may look to as the evidence of the agreement between us. Except for changes to personal information and the like, we both can only amend this Contract in writing or by telephone if allowed by applicable Laws.

7.4 Waiver, Remedies and Sections that Do Not End: No failure or delay to exercise a right under this Contract will cancel that right. Seeking one remedy does not prevent either one of us from seeking any other remedies we are entitled to seek. Section 6.2 of these Terms and Conditions does not end when this Contract ends but stays in effect.

7.5 Fixing Legal Problems with this Contract: 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.

7.6 Renewal: Regulations currently provide that we may renew this Contract by giving you a notice of renewal during a period starting six (6) months and ending thirty (30) days before the end of your initial Term. The notice will contain any changes to the Contract including changes to the Energy Charge. You may notify us as specified in the renewal notice whether you wish to continue this Contract. If you do not choose a new XOOM Energy service plan upon expiration of the Term and do not terminate your Contract, your Contract will automatically renew for a period not exceeding one year at a fixed rate or variable rate in accordance with your election in response to the renewal notice that XOOM Energy sends to you. You will not be charged an Early Exit Fee if you terminate such renewal no later than ten (10) days after the renewed Contract, signed by you, is received by us.

7.7 Customer Service, Dispute Resolution: If you have a question about your XOOM charges or service you may contact XOOM directly by calling 1-866-999-8483 during our service hours which are posted at www.xoomenergy.ca; by sending a letter to: XOOM Energy Canada, ULC, 11208 Statesville Road, Suite 200, Huntersville, NC 28078, by sending an email to customercare@xoomenergy.ca; or by sending a fax to 704-274-1430. For questions about your local utility bill, please contact your local utility directly.

7.8 Service Complaints: For service problems, including a POWER OUTAGE, you should contact your

local utility as set forth in the Product Sheet.

7.9 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 of your account to default service.

7.10 Change in Consumption: You will promptly notify XOOM if there is any material change in your energy consumption. For the purpose of 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 Contract. This Contract shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein.

7.11 Delays: There may be a delay before your local utility switches your electricity supply to XOOM. XOOM is not responsible for any such delays.

7.12 Additional Person Access: By way of written notification, you may add another person to your account who you would like to be authorized to make decisions regarding your account. You agree that XOOM may fully rely on and that you will be bound by the decisions, information and directions provided to XOOM by such other person.

7.13 Authority: You agree that you are the account holder in relation to the Site, or are authorized by the account holder in relation to the Site and have the authority to enter into this Contract. We are relying on that authority for the purposes of this Contract.

These Terms and Conditions and the attached Product Sheet can be opened, printed, saved and emailed from your computer so that you can view and obtain a complete copy of the Contract. You also have the express opportunity to accept or decline this Contract and to correct any errors immediately before choosing to enter into it. If you have any questions, please contact us.
By checking the box below, I acknowledge that I have received and read these Terms and Conditions in full (including the Disclosure Statement to Consumer) and the attached Product Sheet, I understand their contents and I agree to comply with them. I understand that I am able to cancel this Contract without cost or penalty within 10 days after a copy of this Contract, acknowledged by me, is received by XOOM. ☐ Yes ☐ No Name:_____ Date:_____