

XOOM Free Energy Program – Program Rules

Overview

The XOOM Free Energy promotional program is an incentive to provide all XOOM Energy customers the ability to enroll and participate to earn a credit, for the energy portion of their bill, based on qualified referral efforts.

In order for a referring customer to earn Free Energy, they must be a customer themselves and have **15** qualified referrals associated with their account in good standing via the XOOM Energy Free Energy program.

Rewards for the energy credit that a referring customer can receive are based on the average usage of the **15** qualified referrals the referring customer acquires, not to exceed their own energy costs.

Referring Customer Qualifications

- Must be "**Active**" and in "**Good Standing**" with XOOM Energy (CUST/ACTIVE Statuses). Customers are deemed to be in good standing if (i) their XOOM Energy account is active, (ii) they are not delinquent in any payments due, and (iii) they are not otherwise in default under the Terms of Service Agreement. *Please note that a customer who is pending a cancellation with XOOM is not deemed an "active" customer, although they may continue to be billed for XOOM services received while their cancellation is pending with their local utility.*
- Referring customers must be a XOOM Energy **residential** customer for each qualifying service and have billed at least one time (Referring Customers that signed up with XOOM prior to the start date will be grandfathered in)
- Referring customer must be the named account holder for each account they are receiving free energy credit. The free energy credit is **not** transferrable.
- Free energy will be earned each month whereby the referring customer remains a XOOM Energy customer in Good Standing AND has **15** qualifying accounts
- Electricity and natural gas will be treated as separate services. To get a gas credit, referring customer will need to maintain a minimum of **15** qualified gas customers. To get an electricity credit, referring customer will need to maintain a minimum of **15** qualified electricity customers
- Any month in which the referring customer fails to maintain at least **15** qualifying accounts, no Free Energy will be earned for that month
 - If the customer regains 15 qualifying accounts in a subsequent month, the agent will once again earn Free Energy

Customer Qualifications

- Referrals cannot have been a XOOM Energy customer in the past 6 months

- Customer/Referral must be Active and in Good Standing with XOOM and have gone through one billing cycle (CUST/ACTIVE status + Bill Issued + Current Payment = Qualified)
- Residential customers only. *Small Commercial Customers on meters that may be deemed "residential" by their local utility will not qualify for this Program.*
- XOOM will not issue Free Energy credits on any account that has been found to be fraudulently enrolled and/or enrolled without authorization ("slammed"). Moreover, any 5LINX Referral Agent found to have engaged in such fraudulent behavior will be immediately deemed not eligible to participate in the Program

Calculation

- Average dollar amount of energy supplied by XOOM for all qualifying customers (excludes taxes and distribution fees, monthly fees)
 - The maximum energy credit received is Referring Customer's actual supply charges only for the month and cannot exceed the Referring Customer's monthly supply charges for the reward month
 - The average dollar amount supplied by XOOM shall not include any late payment penalties charged by XOOM and/or any third party charges, including but not limited to taxes, monthly fees and/or transportation charges
 - For customers on budget billing programs the calculation will be based on the amount actually paid to XOOM for commodity charges in a specific month.

Delivery of Reward

- Single load Visa reward cards will be issued within 10-15 business days of verification of calculation (award amount for each recipient)
 - a. Reward Cards will be active for twelve (12) months
 - b. Lost Cards – Recipient must contact XOOM Energy within 60 days of issuance to and prior to activation to report the lost card and request a replacement. **Once a card has been activated XOOM will not issue a replacement for a lost. XOOM at all times reserves the right to reject a request for a replacement card in its sole discretion. XOOM shall not be responsible for lost or stolen cards.**

Tax Obligations

The value of the Free Energy credit earned through this Program may constitute taxable income to the Referring Customer. An Internal Revenue Service Form 1099 (or other appropriate form) that reflects the value of such rebate may be issued by XOOM to the Referring Customer. As neither XOOM, its affiliates/subsidiaries, nor its employees provide tax advice, the Referring Customer will be responsible for seeking out his/her own tax advice as necessary. XOOM shall at no time be responsible or liable for any taxes or penalties resulting from Free Energy earned through the Program.

Registration Process

- A link to the Free Energy Program will be added to the Sales Agent's Account where they can register
- Participants will be asked for contact information and accounts numbers. An email and password will be sent to them so that they can access their dashboard each month

Monthly Process

- Based on the Referring Customer IDs in our database, XOOM will validate which Referring Customers qualify for Free Energy based on the criteria previously stated
- Emails will be sent to Referring Customers letting them know they qualified (and include the amount of the credit, Activation Code)
- Accounts are updated with Reward Amount, Date card was mailed and Activation Code

Miscellaneous

By participating in this Program you acknowledge and authorize your information to be shared between XOOM and its Channel Partner (5LINX). XOOM shall at no time be responsible for lost or stolen gift cards. XOOM reserves the right to change or cancel this Program at any time. Changes to the Program may occur from time to time. When any change is made, XOOM will post revisions on the XOOM-5LINX website. In some cases, XOOM may notify you of changes by email. However, it is your responsibility to review the website or any correspondence to stay aware of any changes.

You agree to release XOOM Energy, its officers, directors, affiliates and/or subsidiaries from all liability including but not limited to:

- Any claims, expenses and legal fees arising from or related to any violations of the Program Rules by you or anyone using your account
- Any typographical error or omissions in any Program-related documents
- Delay or lost correspondence set by U.S. mail or any other form of delivery, including email
- All aspects of this Program are governed by the laws of the state of North Carolina

Notwithstanding anything contained herein, XOOM's obligations and/or liability associated with this Program shall at no time exceed the total energy credit owed to you in a six month period.