

## **SCANA ENERGY MARKETING, INC. TERMS AND CONDITIONS**

These Terms and Conditions with the Disclosure Statement outline the agreement between you and SCANA Energy Marketing, Inc. ("SCANA Energy" or "We") for your natural gas service. This agreement is subject to the Georgia statutes and the Georgia Public Service Commission's ("Commission") rules and regulations applicable to natural gas service.

### **How to Sign Up**

Call 1.877.467.2262 or visit [www.scanaenergy.com](http://www.scanaenergy.com).

A credit check using a standard industry scoring methodology will be performed before your new service is established. Based on the results of the credit check, you may be assessed a deposit not to exceed \$150, have deposit requirements waived, or be denied service. The credit check may also be used to verify your identity. Non-residential Deposits will not exceed twenty (20) percent of the annual estimated bill.

Your deposit plus accrued interest, if applicable, will be refunded to your account within sixty (60) days if all bills have been paid in full and on time as indicated on your monthly bill for a period of six (6) consecutive months, or you have the option to request a check for your applied deposit refund. If you change marketers or discontinue service, your deposit, less any outstanding balance with SCANA Energy, will be refunded within sixty (60) days. Any deposit held six months or longer will accrue applicable interest.

### **Right of Rescission**

A consumer shall 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, the consumer, may cancel in writing or electronically by contacting SCANA Energy.

The cancellation will be deemed timely if you contact SCANA Energy within three (3) days of receiving materials or notice. You can contact SCANA Energy, by telephone, by e-mail, or U.S. mail. If the contact is by U.S. Mail, it must be postmarked by the third day following receipt of materials or notice.

### **Connection Fees**

When establishing new residential service a connection fee of \$60 will be assessed, of which \$25 is an AGLC pass-through charge. If a meter is required, the service connection fee will be \$75, of which \$50 is an AGLC pass-through charge. If your service is disconnected for non-payment, your reconnection fee will be \$75, of which \$25 is an AGLC pass-through charge. If your service is voluntarily disconnected and reconnected within a twelve (12) month period at the same location (seasonal) the connection fee will be \$75, of which \$50 is an AGLC pass-through charge.

### **Switching Fee**

Customers who have already switched marketers within the last twelve (12) months may incur an AGLC switching fee of \$7.50.

### **Bill Components**

Your natural gas bill will be comprised of the following charges:

### **Atlanta Gas Light Company (AGLC) Pass-Through Charges**

The AGLC Pass-Through Charge is a regulated charge from the utility that is billed through each gas marketer. SCANA Energy bills the full pass-through charge regardless of the number of days of service.

### **Natural Gas Consumption Charges**

The natural gas consumption charge does not include state and local taxes or charges imposed by AGLC. The methodology for calculating natural gas consumption charges for each plan is described below.

#### **Variable Rate Plans**

The therm price may vary monthly based on market conditions and may include interstate pipeline capacity costs. Many factors influence retail natural gas pricing including wholesale natural gas costs that are impacted by weather, general market conditions, and other unforeseeable factors. SCANA Energy sets its prices based on the most current available information. SCANA Energy cannot predict what its customers will pay for natural gas in future months. If you are on a SCANA Performance Plus Variable rate plan, your Disclosure Statement outlines additional circumstances of when and how your rate plan, including your therm price, may change.

The natural gas consumption charge will be calculated using the variable price in effect on the first day of the billing cycle multiplied by usage for that billing period. A billing cycle is approximately one month; however, the actual number of days may vary with each billing cycle. You may receive an initial bill for less than a complete billing cycle.

#### **Fixed Rate Plans**

The fixed rate therm price will not change for a specified period of time, unless you have chosen the SCANA Flex Fixed rate plan which allows you to adjust your therm price once during your fixed rate term. The disclosure statement will specify the length of the fixed rate term along with details of your specific fixed rate plan. The natural gas consumption charge will be calculated using the fixed price multiplied by usage for that billing period. The price does not include state or local taxes or charges imposed by AGLC. A billing cycle is approximately one month; however, the actual number of days may vary with each billing cycle. SCANA Energy uses billing cycles to determine the length of a fixed rate plan term. You may receive an initial bill for less than a complete billing cycle. Exiting a fixed rate plan early carries an exit fee in addition to any balance due. Your exit fee is outlined in the Disclosure Statement. However, if you choose to exit your current fixed rate term and select a new fixed rate term with SCANA Energy, your exit fee may be prorated.

You will not be charged an exit fee if you are terminating service to relocate to another premise and are not changing providers or if you are a low-income residential customer seeking service from the regulated provider for the first time.

Prior to the expiration date of your fixed rate plan, or whenever we propose to change our terms of service in any type of agreement, you will receive advanced written notification. We will explain your options in the advance written notification, including your opportunity to choose another natural gas provider.

SCANA Energy offers the option of Automatic Renewal with specific fixed rate plans. If you choose a fixed rate plan with this option, at the expiration of your current fixed rate plan you will automatically renew on the fixed rate plan that is specified in the advanced written notification.

If you are automatically placed on a new fixed rate plan, you will have ninety (90) days from the beginning of the new fixed term to make an alternate choice without incurring any exit fee.

### **Two Part Rate Plan**

The natural gas consumption charge will be calculated using the price per therm in effect on the first day of the billing cycle multiplied by usage for each billing period plus the price per DDDC multiplied by the premise DDDC. The premise DDDC is the maximum capacity required to serve a premise on the coldest day of the year, regardless of monthly usage as determined by AGLC annually, based on historical usage or, for new construction, a construction matrix determined by AGLC.

### **Customer Service Charge**

You will be assessed a fixed charge per bill to cover administrative expenses. SCANA Energy assesses a full customer service charge for each bill regardless of the number of days of service. Your customer service charge is outlined in the Disclosure Statement.

### **Taxes**

You are responsible for all taxes, fees, levies, penalties, licenses or charges imposed by any government authority with respect to services rendered. The prices quoted do not include state and local taxes.

### **Billing and Collection**

SCANA Energy will invoice you monthly. Payment is due to SCANA Energy by the payment due date. In the event payment is not received by the due date, a \$10 or 1.5% late charge, whichever is greater, will be applied to unpaid balances of \$30 or more.

We will not send estimated bills unless AGLC has not made the actual meter readings available. In such cases, estimated bills will not be sent for more than two (2) consecutive months.

There is a \$35 charge for any payment delivered or ordered by you that is dishonored or returned unpaid by a financial institution. You will be sent a separate notice for any payment that is dishonored or returned unpaid, which shall be known as a "returned payment notification". We must receive the entire amount shown on the returned payment notification, including the returned payment charge, by the "pay by date" on the notification to avoid further credit action, which may include disconnection of your service as detailed below. If two (2) payments are dishonored or returned unpaid by your financial institution within a twelve (12) month period, your account will become a cash-basis account, meaning you will be required to pay your account by cash, cashier's check or money order. If your account becomes a cash-basis account, SCANA Energy reserves the right to discontinue any of the electronic payment services being made available to you. This should not affect your ability to view the status of your account. After a twelve (12) month period with no payments dishonored or returned unpaid, the cash basis designation will be removed from your account.

If you do not make a payment in full within forty-five (45) days of the date your bill is mailed or posted electronically your service may be disconnected. You will be sent a disconnection notice fifteen (15) days prior to the date of disconnection advising you of the availability of one reasonable payment arrangement unless you failed to honor a previous payment arrangement. A Final Notice will be sent by U.S. Mail to your last known mailing address five (5) days prior to disconnection and will constitute sufficient good faith effort to contact you under this agreement.

Service will be disconnected for failure to pay SCANA Energy. Service will not be disconnected for non-payment of a bill that was not sent in a timely manner. You are entitled to one reasonable payment arrangement prior to disconnection of service unless you have failed to honor a previous payment arrangement. Your receipt of a reasonable payment arrangement does not constitute a waiver by SCANA

Energy of any other rights under the Terms and Conditions and this Disclosure Statement including, but not limited to, SCANA Energy's right to subsequently disconnect service. You are responsible for all charges associated with your natural gas service until the disconnection has been made.

We will continue to seek collection of any outstanding debt even if you no longer receive natural gas service through SCANA Energy. The account may be sent to a third party collection agency and/or an attorney for collection purposes. We retain the right to seek additional costs associated with collecting the debt.

If you have a bill dispute, SCANA Energy has thirty (30) days from the date the error is reported or acknowledged by SCANA Energy to correct the billing error or to show proof of why the disputed bill is correct. During the period the billing error is being disputed, SCANA Energy will neither impose a late charge or penalty on the disputed amount nor initiate an action to disconnect your service or collect on the past due balance, provided the disputed amount constitutes the total amount of the past due balance. Any undisputed amount is due by the due date. Failure to pay the undisputed amount may result in late charges or service disconnection. In the event the billing error results in an overpayment, a credit will be applied to your account. You will have at least ninety (90) days from the date a correct bill is rendered to pay the corrected amount. No late charges or interest will be charged on the corrected amount during the ninety (90) day period.

SCANA Energy reserves the right in any subsequent bill to include adjustments related to previous billing errors, meter read errors, miscalculation of taxes, or other errors or omissions.

## **Payment Options**

### **Mail**

SCANA Energy  
P.O. Box 100157  
Columbia, SC 29202-3157

### **Phone**

Pay with credit card, electronic check, or ATM debit card through BillMatrix. BillMatrix receives a \$3.50 fee for this service and is a third party vendor available toll-free by calling 1.800.450.9175.

### **In Person**

Pay in person at an authorized payment location. There is a \$1.50 cash transaction fee for payments made at these locations. For a list of payment locations call 1.877.467.2262 or visit [www.scanaenergy.com](http://www.scanaenergy.com).

### **Online**

Use checking or savings account to make secure payments. There is no charge for this service.

Use credit or debit card to make secure credit card payments. There is no charge for this service when you sign up for paperless billing. If the paperless option is not selected, the fee for this service is \$3.50. Visit [www.scanaenergy.com](http://www.scanaenergy.com) for details.

LIHEAP and other energy assistance payments are accepted.

### **Budget Billing**

The Budget Billing Plan averages forecasted annual bills over a twelve (12) month period. Changes to the monthly Budget Billing amount may be made during the year if a rate change occurs or if the actual usage changes significantly. An annual adjustment is scheduled after twelve (12) monthly bills. At that time, the Budget Billing amount will be recalculated based on the actual usage during the prior year and the payments and charges are reconciled. If the total amount of payments were not enough to cover the actual charges for the previous year, the difference will be due. You will be given the option to either pay the

difference from the previous year in full or have the amount brought forward from the previous year as part of the new monthly Budget Billing amount. If the payments were more than the actual charges, the credit amount will be applied in the calculation of the next year's monthly Budget Billing amount.

Monthly Budget Billing payments must be made in full by the due date to avoid assessment of a late payment charge and removal from the Budget Billing plan, regardless of whether your account is carrying a debit or credit balance. Removal from the Budget Billing plan will result in the actual charges becoming due.

### **Disconnection of Service**

To request disconnection of service call 1.877.467.2262. Disconnection is dependent upon AGLC's service schedule. Therefore, your request date for disconnection and the date of disconnection by AGLC may be different. You are responsible for all charges associated with your natural gas service until the disconnection has been made.

In entering into this agreement, SCANA Energy has relied on your representations related to your identity. If SCANA Energy determines that you have provided incorrect information related to your name, address, or social security number, your service request will be cancelled or your service disconnected. Prior to any such disconnection, SCANA Energy will provide a fifteen (15) day written notice of the proposed disconnection.

You may be disconnected for the non-payment of a bill as outlined in the Billing and Collection section above.

Rules governing our service to you do not allow disconnection of service during certain periods of time. The details are as follows:

#### **Disconnection During Illness (Residential Only)**

Residential service will not be discontinued for non-payment of a bill in the event of a serious illness which would be aggravated by having the gas service disconnected, provided you notify SCANA Energy of this condition prior to disconnection.

The notice must be written, or oral with a written notice to follow within ten (10) days. Within ten (10) days of the initial notice, you must provide a written statement from a physician, county board of health, hospital, or clinic identifying the illness, stating the illness's expected duration, and certifying that the illness would be aggravated by the disconnection of the service.

The disconnection will be postponed for either the length of the illness or one (1) month from the initial notice, whichever is shorter. The postponement may be renewed for one additional time within twelve (12) months by repeating the notice procedure outlined above.

If there is a dispute regarding the existence of a serious illness, the case may be referred to the Commission for a final determination.

#### **Disconnection Seasonal Restrictions (Residential Only)**

Residential service will not be discontinued for an unpaid bill between November 15 and March 15 if:

- a) You agree in writing to pay the past due balance including late payment charges in equal installments for a maximum duration beginning with the first billing period after March

15 and concluding before the following October 15, unless you fail to comply with the agreement;

- b) In addition, you agree in writing to pay all bills by their due date for current service received after the agreement is signed, unless you fail to comply with the agreement;
- c) The forecasted low temperature for a 48 hour period beginning at 8:00 a.m. on the date of the proposed disconnection is below 32° F.

### **Reconnection of Service**

If your service is disconnected for non-payment, you can reconnect your service after a reconnection fee of \$75, a deposit, if applicable, and the total amount you owe, including any charges from previous metering points, are paid in full. Partial payments may be accepted but will not necessarily result in reconnection of service.

### **Contacts**

If your questions or concerns are not resolved, you may contact the Georgia Public Service Commission and the Office of the Attorney General.

#### **SCANA Energy**

PO Box 100157  
Columbia, SC 29202-3157  
1.877.467.2262  
[www.scanaenergy.com](http://www.scanaenergy.com)

#### **Georgia Public Service Commission**

244 Washington Street  
Atlanta, GA 30334  
404.656.4501 (inside metro Atlanta)  
1.800.282.5813(outside metro Atlanta)  
Fax: 404. 656. 2341  
E-mail: [gapscc@psc.state.ga.us](mailto:gapscc@psc.state.ga.us)

#### **Office of the Attorney General**

Consumer Protection Unit  
2 Martin Luther King Dr SE  
Suite 356  
Atlanta, GA 30334  
404.651.8600 (inside metro Atlanta)  
1.800.869.1123 (outside metro Atlanta)

#### **For information regarding energy assistance, you may contact the Georgia Department of Human Services. The Department of Human Services (Residential Only)**

Community Services Section Division of Family and Children Services  
Two Peachtree Street, N.W. Suite 19-268  
Atlanta, GA 30303-3180  
Public Inquiries: 1.877.423.4746

### **Disclosure Statement**

The content in SCANA Energy's Disclosure Statement is incorporated into these Terms and Conditions. The Terms and Conditions are also available online at [www.scanaenergy.com](http://www.scanaenergy.com).

### **Changes to Terms and Conditions**

SCANA Energy reserves the right to amend this Agreement to reflect any material revision by it or the Georgia Public Service Commission to the AGLC tariff and/or the applicable rules and regulations or due to any other future legislation, orders, rules, regulation and judicial decisions.

### **Notice**

Notice or billing delivered by mail to your last known mailing address will constitute adequate notice and billing under this agreement.

### **Binding Arbitration**

#### 1. Purpose

If you have a Dispute (as defined below) with SCANA Energy that cannot be resolved informally, you and SCANA Energy must arbitrate that Dispute in accord with the terms of this Arbitration Provision instead of litigating the Dispute in court, except for small claims as provided below. Arbitration means that you will have a fair hearing before a neutral, independent arbitrator instead of in a court by a judge or jury. The decision of the arbitrator will be final and binding. Nothing in this Arbitration Provision affects your right to file a complaint with the Georgia Public Service Commission (“Commission”) regarding SCANA Energy’s service or charges.

**BY ACCEPTING SERVICE OR CONTINUING TO RECEIVE SERVICE FROM SCANA ENERGY YOU HAVE AGREED TO RESOLVE ALL DISPUTES (EXCEPT FOR THE COMMISSION AND SMALL CLAIMS AS PROVIDED BELOW) THROUGH BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION AND YOU HAVE WAIVED THE RIGHT TO FILE AN ACTION IN COURT.**

#### 2. Definitions

As used in this Arbitration Provision, the term “Dispute” means any dispute, claim, or controversy between you and SCANA Energy regarding any aspect of your relationship with SCANA Energy, including gas service provided by SCANA Energy, that has arisen or that may arise in the future, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term “Dispute” also includes any dispute regarding whether a particular controversy is subject to arbitration, including any claim as to the enforceability of this Arbitration Provision. “Dispute” is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, “SCANA Energy” means SCANA Energy Marketing, Inc. and its officers, directors, employees, members, affiliates and agents and any other party that you may contend is jointly or severally liable with any of the foregoing parties.

#### 3. Informal Dispute Resolution

Most customer concerns can be resolved quickly and informally. If you have a complaint or a Dispute with SCANA Energy you can call our Customer Service Center at 877-811-4463, or write to us at PO Box 100157, Columbia, SC 29202-3157, or email us at [scanaenergycontactus@scana.com](mailto:scanaenergycontactus@scana.com). Please provide your service address and SCANA

Energy account number. If you are unable to resolve the issue to your satisfaction, you may also contact the Georgia Public Service Commission.

**In the unlikely event that SCANA Energy or the Commission are unable to resolve a complaint or Dispute to your satisfaction (or if SCANA Energy has not been able to resolve a Dispute it has with you after attempting to do so informally), we each agree to resolve all Disputes through binding arbitration by the American Arbitration Association (“AAA”) or, if it is a claim for \$15,000 or less, in Magistrate Court. Any arbitration or Magistrate Court action will be on an individual basis only; class arbitrations and class actions are not permitted.**

4. Initiation of Arbitration Proceeding/Selection of Arbitrator

(a) Notice of Dispute A party who intends to seek arbitration (whether they have tried to resolve the Dispute informally or not) must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to SCANA Energy should be addressed to: SCANA Energy c/o Hall Booth Smith, P.C., 191 Peachtree Street, N.E., Suite 2900, Atlanta, Georgia 30303 (“Notice Address”). The Notice must (a) describe the nature and basis of the claim or Dispute; and (b) set forth the specific relief sought (“Demand”). If SCANA Energy and you do not reach an agreement to resolve the Dispute within 30 days after the Notice is received, you or SCANA Energy may commence an arbitration proceeding. The arbitration will be governed by the AAA Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer-Related Disputes, except as modified by these Terms and Conditions. During the arbitration, the amount of any settlement offer made by SCANA Energy or by you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or SCANA Energy is entitled. The Notice form is available on SCANA Energy’s website ([www.scanaenergy.com](http://www.scanaenergy.com)) or by calling 877-811-4463

(b) Commencement of Arbitration You may initiate arbitration by filing a Claim Form with the AAA and by sending a copy of the Claim Form to SCANA Energy at the address set forth in Section 4(a) above. The form is available on the AAA website ([www.adr.org](http://www.adr.org)), on SCANA Energy’s website ([www.scanaenergy.com](http://www.scanaenergy.com)) or by calling 877-811-4463. You can complete the Claim Form on the AAA website or you can mail the Claim Form to AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08403, with a copy to SCANA Energy. You do not need to send payment to the AAA. Upon receipt of the Claim Form, SCANA Energy will pay the required Arbitration filing fee.

5. Arbitration Procedures

The Federal Arbitration Act (“FAA”), not state arbitration law, will govern the arbitrability of all Disputes. However, applicable federal law or Georgia law may apply to and govern the substance of any Disputes. Any state statutes pertaining to arbitration shall not be applicable under this Arbitration Provision.

If there is a conflict between this Arbitration Provision and the AAA rules, this Arbitration Provision shall govern. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute



with SCANA Energy. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. SCANA Energy will bear the costs and attorneys' fees associated with such a petition. If there is a conflict between this Arbitration Provision and the rest of these Terms and Conditions, this Arbitration Provision shall govern.

A single arbitrator chosen by the AAA will resolve the Dispute. You should know that participating in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

6. Waiver of Class Actions

**ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER RECIPIENTS OF GAS SERVICES FROM SCANA ENERGY, OR OTHER PERSONS SIMILARLY SITUATED. YOU ALSO AGREE NOT TO PARTICIPATE AS A CLASS MEMBER IN ANY SUCH PROCEEDING.**

7. Location of Arbitration

The arbitration will take place in the county where you are billed. If the amount of the claim is \$10,000 or less you may choose whether the arbitration takes place in person, by telephone or on written submissions. If the amount of the claim is more than \$10,000 the type of hearing shall be determined by the AAA rules.

8. Payment of Arbitration Fees and Costs

SCANA ENERGY WILL PAY ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (IF YOU CHOOSE TO BE REPRESENTED BY AN ATTORNEY) AND EXPERT WITNESS FEES. YOU SHALL NOT BE REQUIRED TO REIMBURSE SCANA ENERGY FOR THE FILING FEES AND ARBITRATION COSTS PAID BY IT UNLESS THE ARBITRATOR DETERMINES THAT YOUR CLAIM WAS FRIVOLOUS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, SCANA ENERGY WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY, INCLUDING PAYMENT OF YOUR ATTORNEY'S FEES AND LITIGATION COSTS IF REQUIRED BY APPLICABLE LAW. IN ADDITION, IF THE

ARBITRATION AWARD IS GREATER THAN SCANA ENERGY'S LAST SETTLEMENT OFFER OR IF SCANA ENERGY DID NOT MAKE A SETTLEMENT OFFER, SCANA ENERGY WILL PAY TWICE THE AMOUNT OF YOUR ATTORNEY'S FEES, REIMBURSE THE EXPENSES REASONABLY INCURRED BY YOUR ATTORNEY IN PURSUING YOUR CLAIM AND A \$7,500 MINIMUM RECOVERY, PROVIDED, HOWEVER, YOU MAY NOT RECOVER DUPLICATIVE AWARDS OF ATTORNEY'S FEES AND EXPENSES. ALTHOUGH UNDER SOME LAWS SCANA ENERGY MAY HAVE THE RIGHT TO AN AWARD OF ATTORNEY'S FEES AND EXPENSES IF IT PREVAILS, SCANA ENERGY AGREES NOT TO SEEK SUCH AN AWARD.

9. Exclusion From Arbitration

You and SCANA Energy agree that where the amount at issue is a claim within the jurisdiction of the Magistrate Court and is an individual as opposed to a class claim, you or SCANA Energy may elect to seek resolution of the Dispute in the Magistrate Court. You and SCANA Energy further agree that any appeal from the Magistrate Court, including a de novo appeal, shall be by binding arbitration pursuant to the provisions of this Section. Any such appeal shall be commenced by giving the Notice described in section 4(a). You may also file a complaint with the Georgia Public Service Commission.

10. Continuation

This Arbitration Provision shall survive the termination of your gas service with SCANA Energy.

**LIMITATION OF LIABILITY**

SCANA ENERGY'S LIABILITY FOR DAMAGE FOR ANY CAUSE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, BREACH OF WARRANTY, AND NEGLIGENCE, RELATING TO OR ARISING OUT OF THE SALE OF NATURAL GAS TO YOU WILL BE LIMITED TO THE RECOVERY OF THE DIRECT DAMAGES ACTUALLY INCURRED BY YOU; PROVIDED, HOWEVER, IN NO EVENT SHALL SCANA ENERGY'S LIABILITY FOR DAMAGES EXCEED THE AMOUNT OF THE SINGLE LARGEST MONTHLY BILL PAID BY YOU TO SCANA ENERGY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACCRUAL OF YOUR CAUSE OF ACTION. THIS REMEDY IS EXCLUSIVE. IN NO EVENT SHALL SCANA ENERGY BE LIABLE FOR ANY INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF LOSS OF USE OR LOSS OF PROFITS. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ANY, WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

SCANA ENERGY IS NOT RESPONSIBLE FOR THE DELIVERY OF GAS TO YOUR PREMISES. SCANA ENERGY IS UNDERTAKING NO OBLIGATIONS, RESPONSIBILITIES OR LIABILITIES UPON AND AFTER DELIVERY OF THE NATURAL GAS TO AGLC AT THE DELIVERY POINT. AGLC AND ITS EMPLOYEES AND AGENTS ARE NOT EMPLOYEES OR AGENTS OF SCANA ENERGY. AGLC AND

ITS EMPLOYEES AND AGENTS ARE RESPONSIBLE FOR THEIR OWN ACTIONS, AND SCANA ENERGY SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF AGLC OR ITS EMPLOYEES AND AGENTS. SCANA ENERGY EXERCISES NO INDEPENDENT CONTROL OVER AGLC'S FACILITIES NECESSARY FOR DELIVERY OF THE NATURAL GAS, AND SCANA ENERGY UNDERTAKES NO RESPONSIBILITY OR LIABILITY FOR THE OPERATIONS OF AGLC OR FOR INTERRUPTIONS, TERMINATION OR DETERIORATION OF ITS DELIVERY OR OTHER SERVICES DUE TO ACTIONS BY AGLC OR OTHERS. AGLC IS SOLELY RESPONSIBLE FOR THE NATURAL GAS WHILE IT IS IN AGLC'S SYSTEM BETWEEN THE CITYGATE AND THE POINT OF DELIVERY TO THE RETAIL CUSTOMER AND BEARS SOLE LIABILITY FOR ALL INJURY OR DAMAGE CAUSED THEREBY.

SCANA ENERGY IS NOT RESPONSIBLE FOR YOUR USE OF THE NATURAL GAS. SCANA ENERGY WILL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER ANY PLAN DUE TO ANY ACT, OMISSION OR CIRCUMSTANCES OCCASIONED BY, OR IN CONSEQUENCE OF, ANY OF THE FOLLOWING MATTERS WHETHER AFFECTING SCANA ENERGY, ITS SUPPLIERS, GATHERERS, TRANSPORTERS, STORERS, OR DISTRIBUTORS: ACTS OF GOD, STRIKES, LOCKOUTS, OR OTHER INDUSTRIAL DISTURBANCES, ACTS OF THE PUBLIC ENEMY, WAR, BLOCKADES, INSURRECTIONS, RIOTS, EPIDEMICS, LANDSLIDES, LIGHTNING, EARTHQUAKES, FIRES, STORMS, FLOODS, WASHOUTS, ARRESTS, RESTRAINTS OF GOVERNMENT AND PEOPLE, CIVIL DISTURBANCES, EXPLOSIONS, BREAKAGE OR ACCIDENT TO MACHINERY OR LINES OF PIPE, EXHAUSTION OR DEPLETION OF SCANA ENERGY'S STOCKS OF PEAK SHAVING FUEL OR STORAGE, FREEZING OF WELLS OR LINES OF PIPE, PARTIAL OR COMPLETE CURTAILMENT OF DELIVERIES OF AS A RESULT OF FORCE MAJEURE AS DEFINED BY SCANA ENERGY'S AGREEMENTS WITH ITS GAS SUPPLIERS, GATHERERS, TRANSPORTERS, STORERS, OR DISTRIBUTORS, INABILITY TO OBTAIN RIGHTS-OF-WAY OR PERMITS OR MATERIALS, EQUIPMENT OR SUPPLIES, AND ANY OTHER CAUSES WHETHER OF THE KIND HEREIN ENUMERATED OR OTHERWISE, NOT WITHIN THE REASONABLE CONTROL OF SCANA ENERGY.

### **Privacy Policy**

During the operation of its business, SCANA Energy collects and uses information from its customers, including gas usage and other relevant information. SCANA Energy also obtains and uses information about customers from third parties including, but not limited to, credit reporting agencies in order to improve its business operation. SCANA Energy may disclose such information to its affiliates or contractors operating on its behalf to (1) develop or offer new or enhanced products and services or (2) administer and/or collect on customer accounts. SCANA Energy may disclose such information to third parties in connection with proposed business transactions, to credit agencies, or to duly authorized agencies investigating potential hazardous or illegal activity.

### **Governing Law**

These Terms and Conditions are governed by the laws of the State of Georgia including the laws applying to the goods and the applicable provisions of the Uniform Commercial Code as adopted by the State of Georgia.