

Terms and Conditions of Service Consolidated

Billing Agreement



TERM: This Agreement between Buyer and Seller (together with these incorporated Terms and Conditions of Service, the "Agreement") shall be effective until either party terminates the Agreement with thirty (30) days written notice.

- 1. AGL CHARGES:** Buyer will pay all AGL delivery and service charges applicable to Buyer and all charges related to AGL's obligation assigned to Seller for Buyer's account.
- 2. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTY:** IN NO EVENT SHALL THE SELLER OR ANY OF ITS REPRESENTATIVES, CONTRACTORS, OR AGENTS BE LIABLE TO THE BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, ARISING OUT OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE AGREEMENT, THE SALE OR DISTRIBUTION OF NATURAL GAS, OR BUYER'S ACCESS OR USE OF OR INABILITY TO ACCESS OR USE OF NATURAL GAS, WHETHER SOUNDING IN BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IF THERE SHALL AT ANY TIME ARISE A LIABILITY ON THE PART OF SELLER BY VIRTUE OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES ESTABLISHED HEREBY, WHETHER SOUNDING IN BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SUCH LIABILITY SHALL NOT EXCEED AN AMOUNT EQUAL TO THE HIGHEST MONTHLY CONSUMPTION CHARGE INCURRED BY BUYER DURING THE TERM OF THIS AGREEMENT. THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. BY THIS AGREEMENT, SELLER MAKES NO, AND EXPRESSLY DISCLAIMS ANY AND ALL, WARRANTIES, IMPLIED OR EXPRESSED, INCLUDING, BUT NOT LIMITED TO, THE MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OF ANY AND ALL CONSIDERATION PROVIDED PURSUANT TO THIS AGREEMENT. SELLER IS NOT RESPONSIBLE FOR BUYER'S USE OF THE NATURAL GAS. SELLER IS NOT RESPONSIBLE FOR, AND BUYER AGREES TO INDEMNIFY AND SAVE SELLER HARMLESS FROM, ANY LIABILITY RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BUYER OR ANY OF ITS OFFICERS, TENANTS, RENTERS, LESSEES, EMPLOYEES, CONTRACTORS OR AGENTS. SELLER IS NOT RESPONSIBLE FOR THE DELIVERY OF GAS TO BUYER'S PREMISES. SELLER IS UNDERTAKING NO OBLIGATIONS, RESPONSIBILITIES OR LIABILITIES UPON AND AFTER DELIVERY OF THE NATURAL GAS TO AGL AT THE DELIVERY POINT. SELLER EXERCISES NO INDEPENDENT CONTROL OVER AGL'S FACILITIES NECESSARY FOR DELIVERY OF THE NATURAL GAS, AND SELLER UNDERTAKES NO RESPONSIBILITY OR LIABILITY FOR THE OPERATIONS OF AGL OR FOR INTERRUPTIONS, TERMINATION OR DETERIORATION OF ITS DELIVERY OR OTHER SERVICES DUE TO ACTIONS BY AGL OR OTHERS. AGL, ITS EMPLOYEES, AND ITS AGENTS ARE NOT AGENTS OR EMPLOYEES OF THE SELLER. AGL, ITS EMPLOYEES, AND AGENTS ARE RESPONSIBLE FOR THEIR OWN ACTIONS AND THE SELLER SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF AGL, ITS EMPLOYEES, OR AGENTS. AGL IS SOLELY RESPONSIBLE FOR THE NATURAL GAS WHILE IT IS IN THE AGL SYSTEM BETWEEN THE DELIVERY POINT AND THE POINT OF DELIVERY TO THE BUYER AND BEARS SOLE LIABILITY, IF ANY, FOR ALL INJURY OR DAMAGE CAUSED THEREBY.
- 3. BILLING, PAYMENT AND AUDITING:** Buyer agrees to have all individual accounts at the Service Address set up on a single, consolidated bill and SELLER shall invoice Buyer for the aggregate amount of gas delivered to the Service Address for each account billing cycle in accordance with this Agreement. Buyer shall be responsible for the entire amount set forth on the consolidated bill. In the consolidated bill, Seller shall provide an accounting of each individual account at the Service Address. The Customer Service Charge and AGL Pass-Through charges will be billed in full regardless of the number of days of service.

A billing cycle is approximately one month, but the actual number of days may vary with each billing cycle. The Buyer may receive an initial bill for less than a complete billing cycle. Buyer shall pay Seller within twenty (20) days following the receipt of Seller's invoice. A late fee equal to the greater of (a) \$10.00, or (b) 1.5%, will be applied to previously unpaid balances per month. There is a \$35 charge for any payment delivered or ordered by you that is dishonored or returned unpaid by a financial institution. A fifteen (15) day notice will be sent prior to disconnection of service. The Buyer is responsible for the charges associated with natural gas consumption until the disconnection has been made. If Buyer's service is disconnected for non-payment, all meters subject to this Agreement will be disconnected and Buyer can reconnect service only after the balance in full, a reconnection fee of \$75 per meter and security, if applicable, have been paid. Partial payments may be accepted, but will not necessarily result in reconnection of service. Seller is not obligated to reconnect the Buyer's service under this Agreement. Seller will continue to seek collection of any outstanding debts. The account may be sent to a third party collection agency and/ or an attorney for collection purposes. In the event that amounts owed by Buyer hereunder must be collected by or through an attorney-at-law or a collection agency, all reasonable costs of such collection incurred by Seller, including without limitation reasonable attorney's fees and court costs, shall be paid by Buyer. Buyer shall be responsible for any connection fees associated with establishing natural gas service. The connection fees will be \$60 per meter with an existing meter, or \$75 per meter if a new meter is required. If service is voluntarily disconnected and reconnected within a twelve (12) month period at the same location (seasonal) the connection fee will be \$75. Buyers who have switched marketers within the last twelve (12) months may incur an AGLC switching fee of \$7.50.

4. **TAXES:** Buyer shall be responsible for all taxes, fees, levies, penalties, licenses or charges imposed by any government authority with respect to the gas delivered at and after the delivery point.
5. **FORCE MAJEURE:** Neither party is liable to the other for any failure to perform any provision or obligation of this Agreement (except Buyer's obligation to pay for natural gas dispatched and delivered) to the extent such failure is caused by, or results directly or indirectly from, any act of God; federal, state, or municipal legislation or regulation; fires, floods, storms or other natural occurrences; strikes or other labor disputes, slowdowns or walk-outs; war, acts of terrorism; accidents; breakage or accident to machinery or lines of pipe, freezing or rupture of lines of pipe, and any other causes, whether or not the kind herein enumerated or otherwise, which were not anticipated at the time of agreement; the refusal or inability of any transporter to accept gas for delivery or failure of any transporter to deliver gas; the loss or failure of Seller's gas supply due to Force Majeure; or any similar cause beyond the control of the party failing to perform.
6. **ASSIGNMENT:** Buyer may not assign its rights, obligations or interests hereunder without the prior written consent of Seller; provided, however, that either party may pledge, mortgage, or assign its rights hereunder as security for indebtedness. Seller may assign its rights, obligations and interests hereunder. This Agreement extends to and binds the respective successors and permitted assigns of each party.
7. **NOTICES:** Any notice, request or demand provided for in this Agreement, shall be delivered by mail, email or facsimile to the other party at (a) the applicable address appearing in Section I on the first page on the Agreement or (b) if no address appears in Section I on the first page on the Agreement, the applicable address appearing in Section II on the first page on the Agreement. All notices shall be in writing and shall be effective on the date of actual receipt at the appropriate address. If the Buyer has questions or concerns, the Buyer may contact the Seller as shown in Section I on the first page on the Agreement.
8. **FINANCIAL RESPONSIBILITY:** Deliveries of gas to Buyer shall be conditioned upon and subject to Buyer furnishing to Seller credit support and/ or other security for payment as Seller may reasonably require from time to time to secure Buyer's line of credit. When reasonable grounds for insecurity of payment or title to the gas arise, Seller may demand adequate assurance of Buyer's performance. Adequate assurance shall mean sufficient security in the form and for the term reasonably specified by Seller, including, but not limited to, a standby irrevocable letter of credit, a prepayment, or a performance bond or guarantee by a creditworthy entity. In the event Buyer shall (i) make an assignment or any general arrangement for the benefit of creditors; (ii) default in the payment obligation to Seller; (iii) file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iv) otherwise become bankrupt or insolvent (however evidenced); or (v) be unable to pay its debts as they fall due; then Seller shall have the right to either withhold and/or suspend deliveries, or terminate the Agreement without prior notice, in addition to any and all other remedies available to Seller hereunder or under applicable laws. Seller reserves to itself all rights, set-offs, counterclaims, and other defenses which it is or may be entitled to arising from the Agreement.

9. COMMISSION RULES; WAIVER:

- a. **Disconnection Notice to Any Tenants:** The parties hereby acknowledge that if Seller proposes to disconnect service to any tenants at the Service Address, Seller may be required is able to personally serve, or post, notice of the proposed disconnection in accordance with Georgia Public Service Commission Rule 515-3-3-.05(B). Therefore, upon each and every request of Seller, whenever made, Buyer shall promptly provide to Seller a complete and accurate list of names and unit identifiers for all occupied units at the Service Address; provided, however, Buyer shall use such information only for purposes of compliance with Georgia Public Service Commission Rule 515-3-3-.05(B).-Buyer shall allow, and take no actions to interfere with, Buyer and Buyer's representatives, during the hours of 8:00 AM and 8:00 PM, to have access to the Service Address so as to take all reasonably necessary steps to comply with Georgia Public Service Commission Rule 515-3-3-.05(B). TO THE EXTENT THAT BUYER DEFAULTS UNDER THIS AGREEMENT AND SELLER, IN ITS SOLE DISCRETION, DETERMINES IT IS NECESSARY TO TAKES ANY STEPS TO COMPLY WITH GEORGIA PUBLIC SERVICE COMMISSION RULE 515-3-3-.05(B), BUYER AGREES TO REIMBURSE SELLER, DOLLAR FOR DOLLAR, FOR ALL REASONABLY INCURRED COSTS AND EXPENSES RELATED IN ANY WAY, INCLUDING ATTORNEYS' FEES AND EXPENSES OF LITIGATION, TO SELLER'S COMPLIANCE, ACTUAL OR ATTEMPTED, WITH GEORGIA PUBLIC SERVICE COMMISSION RULE 515-3-3-.05(B).
- b. **Waiver.** The parties acknowledge and agree that Buyer is not a "consumer" for purposes of O.C.G.A. § 46-4-152 and Georgia Public Service Commission Rules 515-7-3, 515-7-6, 515-7-8, 515-7-9 and is not a "customer" for purposes of Georgia Public Service Commission Rules 515-7-10. NEVERTHELESS, IN EXCHANGE FOR THE TERMS AND CONDITIONS ESTABLISHED BY THIS AGREEMENT, BUYER, TO THE EXTENT IT WOULD BE ENTITLED TO ANY ADDITIONAL CONSUMER OR CUSTOMER SAFEGUARDS BASED ON BEING FOUND TO BE A CONSUMER OR CUSTOMER, AS THE CASE MAY BE, FOR PURPOSES OF O.C.G.A. § 46-4-150 ET SEQ. OR GEORGIA PUBLIC SERVICE COMMISSION RULES 515-7-3, 515-7-6, 515- 7-8, 515-7-9, OR 515-7-10, HEREBY KNOWINGLY AND EXPRESSLY WAIVES COMPLIANCE BY SELLER WITH, AND RELINQUISHES AND RENOUNCES ALL RIGHTS, IF ANY, CREATED OR ESTABLISHED BY O.C.G.A. § 46-4-150 ET SEQ. OR GEORGIA PUBLIC SERVICE COMMISSION RULES 515-7-3, 515-7-6, 515-7-8, 515-7-9, OR 515-7-10.
- c. **Indemnity.** BUYER AGREES TO DEFEND, INDEMNIFY AND SAVE SELLER HARMLESS FROM ANY LIABILITY INCURRED BY OR CLAIM ASSERTED AGAINST THE SELLER OR ANY OF ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS RESULTING FROM OR ARISING OUT OF ANY AND ALL CLAIMS ASSERTED BY (I) ANY TENANT, LESSEE, VISITOR, GUEST, OR RENTER OF ANY UNIT AT THE SERVICE ADDRESS, INCLUDING, WITHOUT LIMITATION, LIABILITY OR CLAIMS RELATED TO DISCONNECTION OF SERVICE AND COMPLIANCE OR NON-COMPLIANCE WITH ANY GEORGIA PUBLIC SERVICE COMMISSION RULE OR O.C.G.A. § 46-4-150 ET SEQ (EXCEPT AS CAUSED BY BUYER'S SOLE NEGLIGENCE) OR (II) ARISING OUT OF SELLER'S BREACH OF THIS AGREEMENT. Seller shall provide Buyer and Buyer's representative with full cooperation in Buyer's investigation, response and/or defense of any Claims asserted by any tenant, lessee, visitor, guest, or renter of any unit at the Service Address.
10. **TERMINATION:** If Buyer terminates this Agreement, Buyer shall pay to Seller, any amount owed from Buyer to Seller with respect to any outstanding invoices and any other amounts due
11. **DISPUTE RESOLUTION:** The parties hereby agree to resolve all Disputes through binding arbitration on the terms set forth below (collectively, the "Arbitration Provision"):
- a. **Purpose:** If Buyer has a Dispute (as defined below) with Seller that cannot be resolved informally, the parties 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 Buyer 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.

BY ACCEPTING SERVICE OR CONTINUING TO RECEIVE SERVICE FROM SELLER, BUYER HAS AGREED TO RESOLVE ALL DISPUTES (EXCEPT FOR SMALL CLAIMS AS PROVIDED BELOW) THROUGH BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION AND BUYER HAS WAIVED THE RIGHT TO FILE AN ACTION IN COURT.

b. Definitions: As used in this Arbitration Provision, the term “Dispute” means any dispute, claim, or controversy between the parties regarding any aspect of Buyer’s relationship with Seller, including gas service provided by Seller, 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, “Seller” means SCANA Energy Marketing, LLC and its officers, directors, employees, members, affiliates and agents and any other party that Seller may contend is jointly or severally liable with any of the foregoing parties.

c. Informal Dispute Resolution: Most customer concerns can be resolved quickly and informally. If the Buyer has a complaint or a Dispute with Seller, Buyer can call Seller’s Customer Service Center at 877-811-4463, or write to PO Box 100157, Columbia, SC 29202-3157, or email Seller at scanaenergycontactus@SCANAEnergy.com. Upon contacting Seller’s Customer Service Center, Buyer should plan to provide its service address and SCANA Energy account number.

In the unlikely event that the Seller is unable to resolve a complaint or Dispute to Buyer’s satisfaction (or if Seller has not been able to resolve a Dispute it has with Buyer after attempting to do so informally), the parties 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.

d. Initiation of Arbitration Proceeding/Selection of Arbitrator:

i. 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 Seller should be addressed to: SCANA Energy Marketing, LLC 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 the parties do not reach an agreement to resolve the Dispute within 30 days after the Notice is received, Buyer or Seller may commence an arbitration proceeding. For Commercial and Industrial customers, the arbitration will be governed by the AAA Commercial Arbitration Rules, except as modified by this agreement. During the arbitration, the amount of any settlement offer made by Seller or by Buyer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Buyer or Seller is entitled. The Notice form is available on Seller’s website (www.scanaenergy.com) or by calling 877-811-4463.

ii. Commencement of Arbitration: Buyer may initiate arbitration by filing a Claim Form with the AAA and by sending a copy of the Claim Form to Seller at the address set forth in Section 11-(d)(i) above. The form is available on the AAA website (www.adr.org), on Seller’s website (www.scanaenergy.com) or by calling 877-811-4463. Buyer can complete the Claim Form on the AAA website or Buyer can mail the Claim Form to AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08403, with a copy to Seller at the address for Seller set forth of the first page of the Agreement. Buyer does not need to send payment to the AAA. Upon receipt of the Claim Form, Seller will pay the required Arbitration filing fee.

e. 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 applicable 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 Buyer’s dispute with Seller. 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. Seller will bear the costs and attorneys’ fees associated with such a petition. If there is a conflict between this Arbitration Provision and the other provisions of this Agreement, this Arbitration Provision shall govern.

A single arbitrator chosen by the AAA will resolve the Dispute. Buyer 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 honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. In addition to any other procedures set up by the AAA rules or the arbitrator, the parties agree that any information disclosed during discovery that has been designated as confidential or propriety shall remain in the exclusive physical custody, protection, and control of the Buyer or its attorneys, shall not be distributed or disseminated to any other persons, and shall be returned, including all copies thereof, to Seller within 30 days after

conclusion of any arbitration proceeding.

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.

- f. **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 SELLER, OR OTHER PERSONS SIMILARLY SITUATED. BUYER ALSO AGREES NOT TO PARTICIPATE AS A CLASS MEMBER IN ANY SUCH PROCEEDING.
- g. **Location of Arbitration:** The arbitration shall take place in the county in which the Service Address stated in Section I on the first page of the Agreement is located; provided, however, if multiple locations are served pursuant to the Agreement, the arbitration shall take place in Fulton County. If the amount of the claim is \$10,000 or less Buyer 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.
- h. **Payment of Arbitration Fees and Costs:** SELLER WILL PAY ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS. BUYER IS RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT BUYER INCURS IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES (IF BUYER ELECTS TO BE REPRESENTED BY AN ATTORNEY), COSTS OF LITIGATION AND EXPERT WITNESS FEES. BUYER SHALL NOT BE REQUIRED TO REIMBURSE SELLER FOR THE FILING FEES AND ARBITRATION COSTS PAID BY IT UNLESS THE ARBITRATOR DETERMINES THAT BUYER'S CLAIM WAS FRIVOLOUS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, SELLER WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY, INCLUDING PAYMENT OF BUYER'S ATTORNEY'S FEES AND LITIGATION COSTS IF REQUIRED BY APPLICABLE LAW. IN ADDITION, IF THE ARBITRATION AWARD IS GREATER THAN SELLER'S LAST SETTLEMENT OFFER OR IF SELLER DID NOT MAKE A SETTLEMENT OFFER, SELLER WILL PAY TWICE THE AMOUNT OF BUYER'S ATTORNEY'S FEES, REIMBURSE THE EXPENSES REASONABLY INCURRED BY BUYER'S ATTORNEY IN PURSUING BUYER'S CLAIM AND A \$7,500 MINIMUM RECOVERY, PROVIDED, HOWEVER, BUYER MAY NOT RECOVER DUPLICATIVE AWARDS OF ATTORNEY'S FEES AND EXPENSES. ALTHOUGH UNDER SOME LAWS SELLER MAY HAVE THE RIGHT TO AN AWARD OF ATTORNEY'S FEES AND EXPENSES IF IT PREVAILS, SELLER AGREES NOT TO SEEK SUCH AN AWARD.
- i. **Exclusion from Arbitration:** Buyer and Seller 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, Buyer or Seller may elect to seek resolution of the Dispute in the Magistrate Court. Buyer and Seller 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 11(a).
- j. **Continuation:** This Arbitration Provision shall survive the termination of Buyer's gas service with Seller.

12. PRIVACY POLICY: During the operations of its business, Seller collects and uses information from its customers, including gas usage and other relevant information. Seller 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. Seller may disclose such information, in a manner that does not disclose sensitive information to the general public, 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. Seller 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.

13. MISCELLANEOUS: This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes the terms and conditions of service filed by Seller with the Georgia Public Service Commission and all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to the conflicts of law provisions thereof. If any provision of this Agreement is found to be invalid or unenforceable under applicable law, it shall be omitted from the Agreement without invalidating the remainder of such provision or the remaining provisions of the Agreement. The provisions of the Agreement and these incorporated Terms and Conditions (and the rights and obligations of the Parties hereunder) which by their nature continue after termination or expiration of the Agreement (including but not limited to indemnification) shall survive and continue after the termination or expiration of this Agreement and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Delivery of signatures, written or electronic, on the front page hereof shall bind the parties hereto to the provisions hereof for all purposes.