



## Terms and Conditions of Service

May 2018

By receiving or continuing to receive service from Ohio Natural Gas® (ONG), you are agreeing to be bound by the terms and conditions of service as set forth below, including provisions regarding Binding Arbitration, and in your welcome letter and other enrollment correspondence (collectively, your "contract"). **Please review the general sections that apply to all price plans, as well as sections that apply to the specific price plan you are enrolled in, to ensure that you understand each provision.**

**THIS CONTRACT AFFECTS YOUR RIGHTS. PLEASE REVIEW IT CAREFULLY. In particular, please review the Binding Arbitration agreement set forth on Page 5 below. It requires you to resolve any disputes with ONG regarding your contract through the Public Utilities Commission of Ohio's Complaint process, in small claims court, or through individual Binding Arbitration. You will not be allowed to resolve any disputes with ONG about your contract through a jury trial or a class action.**

**Natural Gas Service** – You must be at least 18 years old or an emancipated minor to establish an account with ONG. After your successful enrollment with ONG and confirmation by the utility, ONG will supply your natural gas until either you or ONG cancels your service. Your service with ONG begins on the date provided to you by the utility. Within 3 business days of receiving your enrollment request, ONG will submit your request to the utility. ONG is not responsible for utility delays in processing your enrollment or cancellation request. This contract governs your pricing with ONG during the term of your contract, but the timing of application of those prices to your utility bill may be impacted by the timing of your utility meter read cycles. In addition, because meter read cycles may differ from the start and end dates of your fixed price plan contract, you may not receive the same number of bills as the number of months in your contract with ONG. In other words, because of the utility meter read cycles, the actual term of your contract could be longer or shorter than the term specified in your welcome letter. The utility will deliver the natural gas you purchase from ONG to your premises, read your meter, provide emergency services, and issue your bill each month. The utility will charge you separately for those services. ONG's charges for natural gas will appear as a separate line item on your bill. Sales tax will appear separately.

For new customers, your contract begins on your effective date as established by the utility and continues for the period specified in your welcome letter. For existing ONG customers choosing a new price plan, your contract is effective upon the date your price plan change request is processed by ONG, and continues for the length of your contract, unless a later effective date is determined between you and ONG (e.g., if you are on a current fixed price plan contract with ONG and you request a new fixed price or variable price plan contract with ONG, it will generally take effect the day following the expiration of your current fixed price plan contract).

**ONG Price Plans** – Your welcome letter specifies your price plan, per unit price, and other pricing terms, if you have selected a fixed or variable plan. ONG's price plans fall into two categories: (1) variable price and (2) fixed price. ONG offers residential pricing for residential customers and commercial pricing for commercial customers. ONG may from time to time offer promotional or discounted prices. Customers enrolling on a promotional offer may be subject to natural gas consumption limitations. If you exceed the consumption limitation at any time during your contract duration, ONG reserves the right to terminate your plan upon 14 days' written notice. In that event, ONG will send you a letter notifying you of this fact and your available options. You will not be charged an early termination charge under these circumstances. If you take no action, you will be automatically placed on ONG's Variable Price Plan at the standard rate in effect at that time. Please read the terms of the offer for more details.

Sales tax and utility charges are not included in the price per Mcf or Ccf, whichever is applicable based on your utility. For new customers, switching fees may apply under the utility's tariff.

**(1) ONG Variable Price Plans:** With an ONG variable price plan, your price per unit of natural gas may change or remain the same from month to month based on market conditions. Service under a variable price plan is on a month-to-month contract basis until cancelled by you or ONG.

Many factors influence retail natural gas pricing, including wholesale gas costs, which are impacted by the weather; general market conditions; transportation costs; operating expenses; and other factors. ONG sets its prices each month based on the most current information available, including, but not limited to, the NYMEX prices for that month.

ONG cannot predict the volatility of the market or what its customers will pay for gas in the future. Under a variable price plan, you may switch to another ONG price plan for which you qualify at any time at no additional charge. The per-unit price on a variable price plan may be higher or lower than on another plan.

**(2) ONG Fixed Price Plans:** With a fixed price plan, ONG charges you a fixed price per unit during the term of the contract. This contract governs your pricing with ONG during the term of your contract, but the timing of application of those prices to your utility bill may be impacted by the timing of your utility meter read cycles. In addition, because meter read cycles may differ from the start and end dates of your fixed price plan contract, you may not receive the same number of bills as the number of months in your contract with ONG. When you select a fixed price plan, you commit to remain with ONG at the same price for the term of your contract. If Dominion East Ohio or Vectren Energy Delivery of Ohio is your utility, you commit to remain with ONG at the same price for the term of your contract if you move within the utility's service area. Although ONG's currently available fixed price may change at any time, the price for the term of your contract will be ONG's fixed price in effect at the time you selected your fixed plan. The per-unit price on a fixed plan may be higher or lower than on another plan.

**Contract Renewal Provisions for Fixed Price Plans** - This contract will automatically renew on a month-to-month basis on ONG's Variable Price Plan at the standard price in effect at that time, unless ONG provides you with notice, as set forth below, that the contract will renew for a longer term at a new fixed price.

ONG will send at least one and may send you up to two notices offering to renew this contract under the same or different terms and conditions, including the applicable early termination charge, if any, and the new fixed price, as well as any other applicable pricing terms. If the contract will renew at a fixed price, and for a longer term than month to month, you will receive the first notice by mail at least forty-five (45) and not more than ninety (90) days prior to the expiration of this contract and the second notice, if applicable, no less than thirty-five (35) days prior to the expiration date of this contract. This contract shall automatically renew in accordance with the terms and conditions indicated in the notices unless you notify ONG between the time of receipt of notice and the expiration of your current contract.

You can also call ONG during that time period to request a new fixed or variable price plan contract, to take effect the day following the expiration of your current fixed price plan contract. If you select a fixed price plan, you will receive the fixed price in effect when you contact ONG and make your selection.

If you cancel your contract after receiving such notice but prior to the effective date of automatic renewal, you will be obligated under this contract until the end of the then-current term; provided, however, that depending on the utility's cancellation procedures, it may take up to the next full utility billing cycle for your account to be returned to the utility or switched to another supplier, and during that time, the renewal pricing and terms shall apply to service provided by ONG. If you do terminate this contract and do not initiate another contract with ONG, you can choose another gas supplier or, if you do not choose another gas supplier, you will return to the utility for service. If you decide not to renew your contract with ONG, whether you select another plan with us, return your natural gas service to the utility or choose another natural gas supplier, in order to avoid an early termination charge on your current contract, please be sure any actions that you take become effective after your current contract term expires.

### **ONG Early Termination Charges** –

#### **12 Month Fixed Price Plan:**

If your plan is terminated during the initial term of your contract, except as specifically set forth in your ONG contract at the time of enrollment, ONG will assess you an early termination charge of \$150 for residential customers or \$300 for commercial customers if your plan is terminated more than six months prior to its scheduled expiration date, or \$75 for residential customers or \$150 for commercial customers if your plan is terminated six months or less prior to its scheduled expiration date. Such charge is intended to compensate ONG for losses and expenses it estimates it will incur as the result of the early termination of a customer's fixed price plan.

#### **6 Month Fixed Price or Winter Fixed Price Plan:**

If your plan is terminated during the initial term of your contract, except as specifically set forth in your ONG contract at the time of enrollment, ONG will assess you an early termination charge of \$75 for residential customers or \$150 for commercial customers. Such charge is intended to compensate ONG for losses and expenses it estimates it will incur as the result of the early termination of a customer's fixed price plan.

**10 Month Fixed Price Plan:**

If your plan is terminated during the initial term of your contract, except as specifically set forth in your ONG contract at the time of enrollment, ONG will assess you an early termination charge of \$125 for residential customers or \$250 for commercial customers if your plan is terminated during the first four months of the plan, or \$75 for residential customers or \$150 for commercial customers if your plan is terminated six months or less prior to its scheduled expiration date. Such charge is intended to compensate ONG for losses and expenses it estimates it will incur as the result of the early termination of a customer's fixed price plan.

**Billing/Collections** – Based on your price plan, your ONG gas charges will be billed by the utility, along with the utility's charges for its services. By agreeing to these terms and conditions of service, you agree to pay ONG charges in accordance with the utility's payment procedures. If you do not pay your bills in accordance with those payment procedures or if you fail to comply with any agreed-upon payment arrangement, then the utility's service may be terminated in accordance with the utility's tariffs, and this contract may be terminated. Upon termination for nonpayment, you are required to pay the balance owed, including any early termination charges.

ONG reserves the right to bill you directly for our services. ONG and the utility are responsible for collecting amounts owed on their respective bills. Upon 14 days' written notice, ONG may cancel this contract for nonpayment. In that event, you must pay the entire ONG balance due, including any early termination charges.

**Customer Service/Dispute Procedures** – ONG is not responsible for resolving disputes with the utility. However, if you have questions concerning your ONG service, you may call ONG toll-free at 1-888-466-4427 Monday-Friday from 8 a.m. to 5 p.m. EST, excluding national holidays. You also may contact us by mail at P.O. Box 14657, Cleveland, OH 44114, or by e-mail at [customerservice@onlyong.com](mailto:customerservice@onlyong.com). In the event of a dispute with ONG, you first should contact an ONG customer service representative within 30 days of receipt of your bill. If your complaint is not resolved, you may contact our Customer Care Center and ask for an ONG customer service supervisor. If your complaint is not resolved after you have called ONG, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO or Commission) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**If you need to report a natural gas leak or emergency, call the utility at the number listed on your bill.**

**Right of Rescission**– If you are a new ONG customer, the utility will send you a letter confirming your ONG enrollment. You may rescind your enrollment without penalty within 7 business days of the postmark date of that letter by contacting the utility by phone (Columbia Gas of Ohio: 1-800-344-4077; Duke Energy: 1-800-544-6900; Vectren Energy Delivery of Ohio: 1-800-227-1376; Dominion East Ohio: 1-800-362-7557) or in writing.

**Contract Cancellation/Termination** - You may cancel a variable price plan at any time without an early termination charge. If you cancel a fixed price plan prior to the end of the contract term, early termination charges will apply, as described in "ONG Early Termination Charges" above.

This contract will terminate automatically if the utility does not serve the requested premises, if you move (other than as specified below), or if ONG returns you to the utility's service. You have the right to terminate this contract without penalty if you move to a new location outside of your utility service area. You must notify ONG if you are moving to a new location outside of your utility service area in order to have your early termination charge credited back to you. If Dominion East Ohio or Vectren Energy Delivery of Ohio is your utility and you move inside the utility's service area, ONG will continue service at the new location, and you automatically grant the utility the right to forward your new service address to ONG. If Columbia Gas of Ohio or Duke Energy is your utility, you have the right to terminate this contract without penalty if you move to a new location inside your utility service area. Under these circumstances, you must notify ONG in order to have your early termination charge credited back to you. However, ONG can provide service at the new location under a new contract if you notify ONG at the time of your move and establish service with the utility at the new location with ONG as your service provider.

Depending on the utility's cancellation procedures, it may take up to the next full utility billing cycle for your account to be returned to the utility or switched to another supplier. You are responsible for all fees and charges until your service is terminated. If you change to another natural gas provider (including the utility), the utility may assess a switching fee under its tariff and ONG reserves the right to assess a switching fee. If you voluntarily return to the utility for service, then you may be charged a price other than the utility's applicable tariff rate. The Binding Arbitration provisions of this contract shall survive termination of this contract or of your gas service.

ONG reserves the right to restrict eligibility for its plans at its discretion for any reason not prohibited by applicable law, including a customer's action to terminate any prior agreement with ONG before the end of its established term.

**Your Account/Contact Information/ Call Monitoring** – You have the right to request (without charge) up to 24 months of payment history for your ONG service. Additional payment history is available for a fee.

ONG will not release a customer's social security number, account number(s) or any customer information without the customer's express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Administrative Code. ONG shall not disclose or use a customer's account number or any customer information for any purpose other than for billing, operation, maintenance, assignment, and transfer of a customer's account, or for performing collection and credit reporting activities, and shall not disclose or use a customer's social security number for any purpose other than to perform a credit check, without the customer's express written or electronic authorization on a release form or pursuant to a court or commission order. Under this contract, you are allowing the utility to provide ONG information about your account, including meter readings and historical data.

By providing your contact information to ONG (name, address, telephone number, fax number, e-mail address, etc.), you acknowledge that you are consenting to be contacted by mail, telephone, fax, voicemail, or e-mail by ONG, a third party on behalf of ONG, or an associated company. ONG may monitor and record telephone calls to our Customer Care Center for quality assurance purposes. All calls for new service are recorded in compliance with Commission guidelines.

**Regulatory Changes** – This contract is subject to present and future legislation, orders, rules, regulations and decisions of any duly constituted governmental authority having jurisdiction over this contract or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation or pricing structure whereby ONG is prevented, prohibited or frustrated from carrying out the terms of this contract, then at its sole discretion ONG shall have the right to cancel this contract on 15 days' notice to you.

**Entire Agreement** – This contract, including any enrollment correspondence and your welcome letter, constitutes the entire contract between you and ONG with respect to its subject matter and supersedes all prior written and oral contracts and representations made with respect to the subject matter. If any provision of the contract shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining provisions, which shall remain in full force and effect.

**Extraordinary Events** – If an event occurs that delays or makes it impossible for ONG to perform, such as an act of God, extraordinary weather occurrence, a facility outage on the utility system or interstate pipeline systems, a failure to perform by the utility, war, civil disturbance, or national emergency, our performance under these terms and conditions shall be excused for the duration of the event. Under such conditions, ONG may elect to discontinue service immediately, without notice.

**Assignment** – ONG reserves the right to assign this contract to another natural gas supplier approved by the PUCO. ONG will provide written notice before any such assignment.

**Limitation of Liability and Disclaimer of Warranty** – **ONG is not responsible for any losses or damages resulting from any actions or policies of, or associated with, the utility, including interruption of service, termination of service, defective service, or operation and maintenance of the utility's system, nor is ONG responsible for damages sought because of in-home or building damage. The remedy in any claim by you against ONG will be solely limited to direct actual damages except as otherwise specifically authorized by statute. All other remedies at law or in equity are hereby waived by you. In no event will either ONG or you be liable for consequential, incidental, indirect, special, or punitive damages, except where specifically authorized by statute. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this contract. ONG MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND ONG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.**

**Binding Arbitration** – You and ONG agree that any and all disputes, controversies and claims (“Dispute(s)”) arising out of or related to this contract or to your gas service from ONG that cannot be resolved through the Customer Service/Dispute Procedures described above will be resolved exclusively through binding arbitration by the American Arbitration Association (“AAA”) (“Binding Arbitration”) or small claims court. Individual claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court. If a small claims court matter is appealed to any other court, then the appeal will be resolved exclusively through Binding Arbitration. Binding Arbitration means that you and ONG will have a fair hearing before a neutral arbitrator instead of in a court with a judge or jury. Binding Arbitration is more informal than a lawsuit in court. Binding Arbitration is subject to

very limited review by courts. Arbitrators can award the same damages and relief that a court can award. The decision of the arbitrator will be final and binding, and the arbitrator's award may be confirmed and entered as a judgment by any court of competent jurisdiction. The Binding Arbitration for commercial customers will be governed by the Commercial Dispute Resolution Procedures and for residential customers by the Consumer Arbitration Rules of the AAA, as modified by this contract. **Nothing in this section limits your right to file a complaint with the Public Utilities Commission of Ohio (PUCO).**

This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior agreement (including, but not limited to, claims related to advertising);
- claims that are currently the subject of pending litigation, including claims that are currently the subject of purported class action litigation in which you are, or are not, a member of a certified class;
- claims that may arise after the termination of this contract.

You can initiate Binding Arbitration by filing a [Claim Form](#) with the AAA and by sending a copy of the Claim Form to ONG at P.O. Box 14657, Cleveland, Ohio 44114. The Claim Form is available on the AAA website, [www.adr.org](http://www.adr.org), on the ONG website, [www.onlyong.com](http://www.onlyong.com), or by calling ONG at 1-888-466-4427. 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 08043, with a copy to ONG. You do not need to send payment to the AAA, ONG will pay the filing fee upon receipt of a copy of the Claim Form.

The Binding Arbitration will be conducted by a single arbitrator who shall be mutually agreed upon by the parties; provided, however, that if the parties are unable to agree then the arbitrator shall be selected by the AAA in accordance with its rules. The Binding Arbitration will take place in the county where you are billed or in a mutually agreed location. If the amount of the claim is \$25,000 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 \$25,000, the type of hearing shall be determined by the AAA rules. The arbitrator will make his/her decision in writing, but need not provide a statement of reasons unless requested by either party, in which event the arbitrator will provide a concise statement of the essential findings and conclusions on which the award is based.

ONG will pay all Binding Arbitration filing fees and arbitrator's costs. You are responsible for all additional costs that you incur in the Binding 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 ONG for the filing fees and Binding Arbitration costs paid by it unless the arbitrator determines that your claim was frivolous. Notwithstanding anything to the contrary in this Binding Arbitration provision, ONG 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 ONG's last settlement offer or if ONG did not make a settlement offer, ONG 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, that you may not recover duplicative awards of attorney's fees and expenses. Although under some laws ONG may have the right to an award of attorney's fees and expenses if it prevails, ONG agrees not to seek such an award.

**Both you and ONG expressly waive the right to bring a class action claim. All parties to the Binding 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 representative capacity on behalf of the general public (such as a private attorney general), other recipients of gas service from ONG, or other persons similarly situated.**

You and ONG agree that where the amount at issue is a small claim within the jurisdiction of the Municipal or County Court and is an individual and not a class action claim, you or ONG may elect to proceed in that court. This Binding Arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against ONG on your behalf.

This contract evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This Binding Arbitration provision shall survive termination of this contract.

**Choice of Law and Venue** – This contract shall be construed under and shall be governed by the laws of the State of Ohio without regard to the application of its conflicts of law principles, except that the Federal Arbitration Act shall govern the arbitrability and the arbitration of all Disputes. Venue for any lawsuit brought to enforce any term or condition of this contract or to construe the terms hereof shall lie exclusively in the State of Ohio, including in a United States District Court in Ohio having jurisdiction over the case.

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