BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION

IN RE:	**SCANA ENERGY MARKETING, LLC APPLICATION FOR A NATURAL GAS MARKETER CERTIFICATE OF AUTHORITY**	))))	**DOCKET NO. 9536**

SCANA ENERGY MARKETING, LLC'S DEREGULATED TERMS AND CONDITIONS AND DISCLOSURE STATEMENT

COMES NOW, SCANA Energy Marketing, LLC ("SCANA Energy") and hereby files, in compliance with O.C.G.A. § 46-4-160 and Ga. Comp. R. & Regs. r. 515-7-9-.03, its *Deregulated Terms and Conditions and Disclosure Statement.* The Deregulated Terms and Conditions and the Deregulated Disclosure Statement are attached hereto as Exhibits "A," and "B," respectively.

Respectfully submitted this 13th day of February, 2024.

HALL BOOTH SMITH, P.C.

191 Peachtree Street NE
Suite 2900
Atlanta, GA 30303
404-954-5000 / 404-954-5020 Fax
bcarver@hallboothsmith.com
jmckie@hallboothsmith.com

WILLIAM BRADLEY CARVER, SR.
Georgia Bar No.: 115529
JOEL L. MCKIE
Georgia Bar No.: 585780

Attorneys for SCANA Energy Marketing, LLC

BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION

IN RE:	**SCANA ENERGY MARKETING, LLC APPLICATION FOR A NATURAL GAS MARKETER CERTIFICATE OF AUTHORITY**	))))	**DOCKET NO. 9536**

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the within and foregoing **SCANA ENERGY MARKETING, LLC'S FILING OF ITS DEREGULATED TERMS AND CONDITIONS AND DISCLOSURE STATEMENT** via electronic delivery upon the following as reflected:

Sallie Tanner
Executive Secretary
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334-5701
(Via Electronic Delivery)

Irma Ormeno
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334-5701
(Via Electronic Delivery)

Nancy Tyer
Georgia Public Service Commission
244 Washington Street, SW
Atlanta, Georgia 30334-5701
(Via Electronic Delivery)

Respectfully submitted this 13th day of February, 2024.

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Atlanta, GA 30303
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jmckie@hallboothsmith.com

WILLIAM BRADLEY CARVER, SR.
Georgia Bar No.: 115529
JOEL L. MCKIE
Georgia Bar No.: 585780

Attorneys for SCANA Energy Marketing, LLC

EXHIBIT "A"

BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION

IN RE:	**SCANA ENERGY MARKETING, LLC's APPLICATION FOR A NATURAL GAS MARKETER CERTIFICATE OF AUTHORITY**	))))	**DOCKET NO. 9536**

SCANA ENERGY MARKETING, LLC D/B/A SCANA ENERGY'S DEREGULATED TERMS AND CONDITIONS

These Terms and Conditions including the Disclosure Statement outline the agreement between you and SCANA Energy Marketing, LLC d/b/a SCANA Energy ("SCANA Energy" or "We" or "Us") 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 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, residential customers 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.

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 (6) 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 us within three (3) days of receiving materials or notice. You may contact us 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 service, a connection fee up to $35 will be charged, in addition to any fees assessed by AGL. If your service is disconnected for non-payment, a reconnection fee up to $50 will be charged, in addition to any fees assessed by AGL.

Switching Fee

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

EXHIBIT "A"

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

Atlanta Gas Light (AGL) Pass-Through Charges
The AGL 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 AGL. 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. We cannot predict what our customers will pay for natural gas in future months.

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. The disclosure statement will specify the duration 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 AGL. 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 duration 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 early termination fee in addition to any balance due. Your early termination 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 early termination fee may be prorated.

You will not be charged an early termination fee if you are terminating service to relocate to another premises where a fixed rate is not offered by SCANA Energy, 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, or notification by way of your preferred method of communication. We will explain your options in the advance notification, including your opportunity to choose another natural gas provider.

SCANA Energy may offer 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

EXHIBIT "A"

beginning of the new fixed term to make an alternate choice without incurring any early termination 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 premises' DDDC. The premises' DDDC is the maximum capacity required to serve a premises on the coldest day of the year, regardless of monthly usage as determined by AGL annually, based on historical usage or, for new construction, a construction matrix determined by AGL.

Carbon-Neutral Program Rate (optional)
This rate is incurred only when a customer elects to participate in SCANA Energy's Carbon-Neutral Program. You will be charged a per therm adder to your specific fixed rate plan or your specific variable rate plan to be used to purchase carbon offsets that support the development and sustainability of projects to reduce carbon emissions. The incremental charge on your bill will depend on your monthly consumption. The per therm adder is part of the per therm rate and will not be listed as a separate line item. The program is subject to all other provisions of SCANA Energy's Terms and Conditions. Customers can participate in the Carbon-Neutral Program or the Cleaner Energy Program, but not both simultaneously. If you are on a fixed rate plan, the per therm adder will not change for the term of your fixed rate. The per therm adder for the variable rate may change occasionally. To cancel, please contact SCANA Energy by phone. If the cancellation occurs before the fixed rate renewal date, you would be subject to an early termination fee.

Cleaner Energy Program Charge (optional)
This charge is incurred only when a customer elects to participate in SCANA Energy's Cleaner Energy Program. You will be assessed a charge per bill to be used to purchase carbon offsets that support the development and sustainability of projects to reduce carbon emissions. The charge will appear on each bill as a separate line item. Participation in the program is voluntary and can be cancelled at any time without an early termination fee. Customers can participate in the Carbon-Neutral Program or the Cleaner Energy Program, but not both simultaneously. To cancel, please contact SCANA Energy by phone.

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 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 when actual meter readings are available and will not send estimated bills more than two (2) consecutive months.

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There is a $35 charge for any payment that is dishonored or returned unpaid by a financial institution. 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 electronic methods, or 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 us 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 105046
Atlanta, GA 30348-5046

EXHIBIT "A"

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 payments. There is no charge for this service when you pay through your online account. If you are not logged into your online account, the fee for this service is $3.50 per transaction. Visit scanaenergy.com for details.

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 1.877.467.2262.

In Person
Pay in person at an authorized payment location. In person payments may be subject to a transaction fee. For a list of payment locations call 1.877.467.2262 or visit scanaenergy.com.

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 brought forward 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 paid 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 AGL's service schedule. Therefore, your request date for disconnection and the date of disconnection by AGL 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 we determine 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)

EXHIBIT "A"

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 up to $50, in addition to any fees assessed by AGL, 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.

SCANA Energy
2231 S Centennial Ave
Aiken, SC 29803-7685
1.877.467.2262
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

Revised February 2024

EXHIBIT "A"

E-mail: gapsc@psc.state.ga.us

For information regarding energy assistance, you may contact the Georgia Department of Human Services. The Department of Human Services (Residential Only)
Community Services Block Grant
Low Income Home Energy Assistance Program
Division of Family and Children Service
Two Peachtree Street NW, 21-276
Atlanta, GA 30303
Public Inquiries: 404.657.3426

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 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 AGL 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, or by way of your preferred method of communication, 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 accordance 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 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 A TRIAL BY JURY AND TO FILE OR PARTICIPATE IN A CLASS ACTION.

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 but not limited to 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" includes 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 putative or certified class. 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, LLC. 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 855.833.1046, or write to us at 2231 S Centennial Ave, Aiken, SC 29803-7685, or email us at Customersupport@scanaenergy.com. Please provide your service address and SCANA Energy billing 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. For commercial customers, the arbitration will be governed by the AAA Commercial Arbitration Rules, except as modified by these Terms and Conditions. For consumers the arbitration will be governed by the AAA Consumer Arbitration Rules, 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 (scanaenergy.com) or by calling 855.833.1046.

(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 (adr.org), on SCANA Energy's website (scanaenergy.com) or by calling 855.833.1046. You can complete the Claim Form on the AAA website or you can mail the Claim Form to American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08043, 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

EXHIBIT "A"

These Terms and Conditions evidence a transaction in interstate commerce, and thus the Federal Arbitration Act ("FAA"), not state arbitration law, will govern the interpretation and enforcement of this Arbitration Provision as well as 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 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

(a) For Consumers

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 Consumer Arbitration Rules. If an in- person hearing is to be held and the parties do not agree on the location then the hearing will take place in the county where you are billed.

(b) For Commercial Customers

The applicable procedures, including the location of a hearing, if needed, shall be determined by the AAA Commercial Arbitration Rules.

8. Payment of Arbitration Fees and Costs

EXHIBIT "A"

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 ITS 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

EXHIBIT "A"

UPON AND AFTER DELIVERY OF THE NATURAL GAS TO AGL AT THE DELIVERY POINT. AGL AND ITS EMPLOYEES AND AGENTS ARE NOT EMPLOYEES OR AGENTS OF SCANA ENERGY. AGL AND ITS EMPLOYEES AND AGENTS ARE RESPONSIBLE FOR THEIR OWN ACTIONS, AND SCANA ENERGY SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF AGL OR ITS EMPLOYEES AND AGENTS. SCANA ENERGY EXERCISES NO INDEPENDENT CONTROL OVER AGL'S FACILITIES NECESSARY FOR DELIVERY OF THE NATURAL GAS, AND SCANA ENERGY 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 IS SOLELY RESPONSIBLE FOR THE NATURAL GAS WHILE IT IS IN AGL'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.

For purposes of these Terms and Conditions, the term "Affiliate" shall have the meaning set forth in O.C.GA. § 46-4-152(2).

EXHIBIT "B"

BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION

IN RE:	**SCANA ENERGY MARKETING, LLC APPLICATION FOR A NATURAL GAS MARKETER CERTIFICATE OF AUTHORITY**	))))	**DOCKET NO. 9536**

SCANA ENERGY MARKETING, LLC'S DEREGULATED DISCLOSURE STATEMENT

SCANA Energy
Disclosure Statement

Date:
(Name)
(Address Line 1)
(Address Line 2)
(City, State, Zip)

SCANA Energy Customer Number<insert customer number>

Fixed Rate Plan- use the following paragraph:
Rate Plan
Your new <insert rate name> is projected to begin <insert start date> and expire <insert expiration date>.

Your therm price of <insert price> will not change for <insert number> billing cycles. This includes a discount of <insert discount> for<insert discount length> billing cycles. The price does not include state or local taxes or charges imposed by the electing distribution company, Atlanta Gas Light (AGL). Exiting a fixed rate plan early carries a < insert amount> early termination fee that must be paid in addition to your current balance. However, if you choose to exit your current fixed rate term and select a new fixed rate term your early termination fee will be up to < insert amount>.

The natural gas consumption charge will be calculated using the fixed price 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.

If you have a fixed term agreement with us and it is approaching the expiration date, or whenever we propose to change our terms of service in any type of agreement, you will receive advance written notification, or notification by way of your preferred method of communication from us prior to the date of expiration of or change to the agreement. We will explain your options to you in this advance notification.

If you are enrolled in SCANA Energy's auto renew program, prior to expiration of your automatic renewal fixed rate plan, you will receive a notification providing details of the fixed rate plan your account will be placed on if you do not select a new plan. Upon receipt of this notice, you may select a different rate plan, which may, or may not include automatic renewal. However, if you have not selected a new rate plan by the expiration of this automatic renewal fixed rate plan, you will be placed on the fixed rate plan that is specified in the advance 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 an early termination fee.

EXHIBIT "B"

Variable rate plan - use the following paragraph:
Rate Plan

Your new <insert rate name> is projected to begin <insert start date>.

The <insert rate name> is currently <insert price per therm>. This includes a discount of <insert discount> for<insert discount length> billing cycles. The price does not include state or local taxes or charges imposed by the electing distribution company, Atlanta Gas Light (AGL).

If you have selected the SCANA Introductory Variable, the rate will be in effect through the first complete billing cycle, regardless of consumption. Thereafter, you will be on the SCANA Variable rate plan.

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 for each billing cycle based on the most current available information. SCANA Energy cannot predict what its customers will pay for natural gas in future months.

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.

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 premises' DDDC. The premises' DDDC is the maximum capacity required to serve a premise on the coldest day of the year, regardless of monthly usage as determined by AGL annually, based on historical usage or, for new construction, a construction matrix determined by AGL.

Carbon-Neutral Program Rate (optional)
If you have chosen to participate in SCANA Energy's Carbon-Neutral Rate Program, a per therm adder is part of your per therm rate and will not be listed as a separate line item. The per therm adder related to SCANA Energy's Carbon-Neutral Rate Program will be used to purchase carbon offsets that support the development and sustainability of projects to reduce carbon emissions. If you are on a fixed rate plan, the per therm adder will not change for the term of your fixed rate. The per therm adder for the variable rate plan may change occasionally due to market conditions. If you are on a fixed rate plan and you cancel before the fixed rate renewal date, you would be subject to an early termination fee.

Cleaner Energy Program Charge (optional)
If you have chosen to participate in SCANA Energy's Cleaner Energy Program, you will be assessed a charge of $<insert price> to be used to purchase carbon offsets that support the development and sustainability of projects to reduce carbon emissions. The charge will appear on each bill as a separate line item. You may cancel your participation in this program at any time without an early termination fee.

Customer Service Charge
Your plan includes a $<insert price> customer service charge. This charge is assessed on each bill and covers administrative costs. SCANA Energy assesses a full customer service charge for each bill regardless of the number of days of service.

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<Use this paragraph if customer service charge is discounted>
Your rate plan includes a customer service charge of <insert price>. This includes a <insert price> discount for <insert number> billing cycles. Each applicable discount will be listed on your bill. You may change your options at any time; however, you will no longer receive the applicable discount(s) if these options are changed or cancelled. This charge is assessed on each bill and covers administrative costs. SCANA Energy assesses a full customer service charge for each bill regardless of the number of days of service.

Deposit
If you are assessed a deposit, the 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 (6) months or longer will accrue applicable interest. Residential deposits will not exceed $150.

Connection Fees
When establishing service, a connection fee up to $35 will be charged, in addition to any fees assessed by AGL. If your service is disconnected for non-payment, a reconnection fee up to $50 will be charged, in addition to any fees assessed by AGL.

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

Late Charge
A late payment charge of 1.5% or $10, whichever is greater, will be added to any past due balance of $30 or more.

Returned Payments
There is a $35 charge for any payment that is dishonored or returned unpaid by a financial institution.

Payment Options

Mail
SCANA Energy
P.O. Box 105046
Atlanta, GA 30348-5046

Online
Use credit or debit card to make secure credit card payments. There is no charge for this service when you pay through your online account. If you are not logged into your online account, the fee for this service is $3.50 per transaction. Visit scanaenergy.com for details.

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 1-877.467.2262.

In Person

EXHIBIT "B"

Pay in person at an authorized payment location. In person payments may be subject to a transaction fee. For a list of payment locations call 1.877.467.2262 or visit scanaenergy.com.

LIHEAP and other energy assistance payments are accepted. For more information on assistance locations, visit scanaenergy.com.

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 brought forward 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.

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 the marketer.

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.

Contacts
If your questions or concerns are not resolved, you may contact the Georgia Public Service Commission.

SCANA Energy
2231 S Centennial Ave
Aiken, SC 29803-76851.877.467.2262
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: gapsc@psc.state.ga.us

For information regarding energy assistance, you may contact the Georgia Department of Human Services.

The Department of Human Services (Residential Only)
Community Services Block Grant

EXHIBIT "B"

Low Income Home Energy Assistance Program
Division of Family and Children Service
Two Peachtree Street NW, 21-276
Atlanta, GA 30303
Public Inquiries: 404.657.3426

How to Compare Natural Gas Marketers
The Georgia Public Service Commission publishes rates and marketer scorecards on their Web site. To compare marketers visit: www.psc.state.ga.us.

Right to Switch
SCANA Energy will not prevent you from obtaining distribution and commodity sales service from another marketer or provider.

Regulated Provider (Residential Only)
SCANA Energy will not charge an early termination fee if the customer is a low-income residential consumer seeking service for the first time with the Regulated Provider.

Credit
A credit check using a standard industry scoring methodology will be performed before your new residential 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.

Collection
SCANA Energy will continue to seek collection of any outstanding debts 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.

Estimation of Bills
SCANA Energy will not send estimated bills when the actual meter readings are available and will not send estimated bills more than two consecutive months. In the event SCANA Energy estimates a bill it will be clearly and conspicuously marked as an "estimate".

Disconnection
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 electronic methods, or 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.

EXHIBIT "B"

Reconnection
If your service is disconnected for non-payment, you can reconnect your service after a reconnection fee up to $50, in addition to any fees assessed by AGL, 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.

Terms and Conditions
The content in this Disclosure Statement is incorporated into the Terms and Conditions. The Terms and Conditions are also available online at scanaenergy.com.