A. TERMS OF SERVICE

1) Definitions. As used within the Terms of Service, the following defined terms shall apply:

   a) TOS means Terms of Service(s) for this agreement.
   c) Web Site means duke-energy.com and any other websites, URLs, IP addresses, domains or sub-domains owned and operated by Duke Energy, or a third-party vendor operating on Duke Energy's behalf, that are providing the Services.
   d) Services are those services provided by Duke Energy or its third parties related to the Duke Energy Email Bill Delivery Program.

2) Introduction. Welcome to Duke Energy's Email Bill Delivery Program. Duke Energy is willing to provide the Services to you only upon your agreement that your access and use of the Services will be subject to the following TOS. These TOS are an agreement between Duke Energy and you. As used in these TOS, the words "you" and "your" refer to both individuals using the Services and to business entities on behalf of which individuals use the Services. Individuals using the Services on behalf of their employer or other business entity hereby represent and warrant that they have the legal authority to bind such employer or other business entity to these TOS.

PLEASE READ THESE TOS CAREFULLY BEFORE AGREEING TO THEM, AS AGREEMENT WILL INDICATE YOUR INDIVIDUAL ASSENT AND, IF YOU ARE USING THE SERVICES ON BEHALF OF A BUSINESS ENTITY, SUCH BUSINESS ENTITY'S ASSENT TO THESE TOS WILL CREATE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND DUKE ENERGY. IF YOU DO NOT AGREE TO THESE TOS, THEN DO NOT ENROLL IN THIS PROGRAM.

3) Description of Services. The Services provide users with access to view and pay your bills. Unless explicitly stated otherwise, any new features that augment or enhance the current Services, including the release of new Services, shall be subject to these TOS. Once you accept these TOS by enrolling on the Enrollment screen, Duke Energy grants you a personal, nonexclusive, nontransferable license to access and use the Services, subject to these TOS, solely for your internal purposes. The foregoing license includes the specific rights to use the available applications and functionalities of the Services and to print information from the Services. Duke Energy does, however, reserve the rights to, without notice: (a) modify, suspend or terminate operation of or access to the Services at any time for any reason; (b) modify or change the Services or its applicable operating policies at any time; and (c) interrupt the Services as necessary to perform routine and nonroutine maintenance, error corrections or other changes. Duke Energy also reserves the right to modify these TOS at any time.
4) **User Names and Passwords.** During the enrollment process for the Services, you will be asked to set up a password and your username will be the email address you provided (collectively, "Credentials"). The Credentials are intended for your use only. You agree: (a) not to disclose such Credentials to any third party, (b) to take reasonable care to protect such Credentials from inadvertent disclosure to third parties and (c) to immediately notify Duke Energy of any loss or unauthorized use of such Credentials. You agree that you will be responsible for all actions taken using your Credentials.

5) **Your Representations.** You hereby represent to Duke Energy and agree that:
   
   a) any and all information and Material (as defined below) that you transmit, post, upload, enter into the Service or otherwise provide to Duke Energy through the Services or Web Site will be accurate and complete, and you will notify Duke Energy when any such information changes;
   
   b) you will not use the Services to access information about any account unless you have authority to do so by the person or company whose account you are accessing;
   
   c) you will not provide any information to Duke Energy through the Web Site or Services, including account information, unless you have the authority to provide such information;
   
   d) you will not use the Web Site or the Services for any illegal or improper purposes;
   
   e) you will not use: (i) any robot, spider or other automatic device to monitor or copy portions of the Web Site or Services or the content contained therein without Duke Energy's prior written permission, or (ii) any device, software or routine to interfere or attempt to interfere with the proper working of the Web Site or Services;
   
   f) you will not download, reproduce, duplicate, copy or otherwise exploit any portion of the Web Site or Services for the purpose of sale, resale or making other commercial use thereof;
   
   g) Duke Energy may send you electronic correspondence describing changes to the Services and these TOS; and
   
   h) you are solely responsibility for the confidentiality and security of any and all bills that are emailed to you under the Duke Energy Email Bill Delivery Program and received at your email account server. (Such security measures may include, but are not limited to, installing and maintaining current antivirus software and password protecting all devices on which you receive email.)

6) **Web Site Security.** You are prohibited from violating or attempting to violate the security of the Web Site, including, without limitation, (a) accessing data not intended for you, or using the Services or an account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of the Web Site or to breach security or authentication; (c) attempting to interfere with the Web Site or Services for any user, host or network, including, without limitation, via means of submitting a virus to the Web Site or Services, overloading, "flooding," "spamming," "mailbombing" or "crashing"; (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of Web Site security may result in civil or criminal liability. Duke Energy will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. In order to strengthen our network security, Duke Energy may participate in partnership agreements with private or public entities, including the U.S. government, that involve the sharing of certain information collected automatically as described in the Privacy Policy. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Web Site or any activity being conducted on the Web Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Web Site other than the search engine and search agents available from Duke Energy on the Web Site and other than generally available third-party web browsers. 
(e.g., Netscape Navigator or Microsoft Explorer).

7) Reliance on the Information from the Services. While we exercise reasonable efforts to ensure the accuracy of information on our Web Site and accessible through the Services, you acknowledge and agree that your use of the Web Site or Services, and your reliance upon any data or information accessed using the Web Site or Services, is at your own risk. You agree to make and rely on your own independent investigation of the completeness, accuracy and suitability of any information, data or analytical product available on the Service before reliance thereon. You agree to assume sole responsibility for maintaining backups or copies of data provided by you to the Service and you agree that Duke Energy shall not be liable for loss of your data or for failure to maintain continuous access to the Service or any portion thereof. Without limiting the generality of the foregoing, you specifically agree that you will not in any way rely upon, and Duke Energy shall not in any way be liable to you for, the existence, accuracy, timing or content of any alert that is to be sent using the Service.

8) Warranty Disclaimers. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES AND THE WEB SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT USE OF THE SERVICES OR THE WEB SITE IS AT YOUR SOLE RISK. DUKE ENERGY MAKES NO WARRANTY WHATSOEVER ABOUT THE SERVICES, ITS WEB SITE, THE OPERATION OR AVAILABILITY OF EITHER, THE ACCURACY OF INFORMATION PROVIDED ON OR THROUGH THE SERVICES OR WEB SITE, OR THE SECURITY OF THE SERVICES OR WEB SITE. MOREOVER, DUKE ENERGY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND REGARDING THE WEB SITE AND THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. DUKE ENERGY MAKES NO WARRANTY THAT (A) THE WEB SITE OR SERVICES WILL MEET YOUR REQUIREMENTS, (B) ACCESS TO THE WEB SITE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) TRANSMISSION OF DATA TO AND FROM THE WEB SITE OR SERVICES WILL BE TIMELY OR ERROR-FREE OR (D) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEB SITE OR SERVICES WILL BE ACCURATE OR RELIABLE. YOU AGREE THAT NEITHER DUKE ENERGY NOR ITS AFFILIATES ENDORSE OR ARE RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION, OPINION, ADVICE OR STATEMENT ON THE SERVICES OR THIS WEB SITE.

9) Limitations of Liability. You expressly understand and agree that Duke Energy shall not be liable for any indirect, incidental, special, consequential or exemplary damages including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Duke Energy has been advised of the possibility of such damages) resulting from: (a) the use or the inability to use the Web Site or Services; (b) the cost of procurement of substitute goods and services resulting from any data, information or Services obtained or messages received or transactions entered into through or from the Web Site or Services; (c) unauthorized access to or alteration of your transmissions or data; (d) statements or conduct of any third party on the Web Site or Services; or (e) any other matter relating to the Web Site or Services. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations of this section may not apply to you.

10) Indemnity. You agree to indemnify, defend and hold Duke Energy, and its subsidiaries, affiliates, officers, members, agents or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of information you submit, post to or transmit through the Services, your use of the Services, your connection to the Services, your violation of these TOS or your violation of any rights of another.

11) Submissions. Comments, suggestions and questions are welcomed on the Service. Duke Energy
does not, however, desire that you post or upload any information that is confidential or proprietary to you or to any other person or company without Duke Energy's prior approval. By submitting bulletin board postings, comments, messages, suggestions, ideas, information, data, invoices or concepts (collectively, "Materials") to Duke Energy, you thereby (a) represent and warrant that such information is not confidential or proprietary to you or to any other person or company (unless you and Duke Energy are parties to a separate agreement governing the confidentiality of such Materials and Duke Energy has consented to your providing such Materials to Duke Energy through the Service), and (b) grant Duke Energy and its affiliates an irrevocable, perpetual, royalty-free, non-exclusive, unrestricted, worldwide license to: use, copy, publish, transmit, perform and display the Materials for any purpose; create derivative works from such Materials; and implement and use the Materials and any suggestions, concepts or ideas contained therein without compensation to you. Furthermore, unless you and Duke Energy are parties to a separate agreement governing the confidentiality of Materials and Duke Energy has consented to your providing such information to Duke Energy through the Service, you agree that Duke Energy is not responsible for the confidentiality of the Materials that you submit or post on the Service. You agree not to upload, transmit, distribute or otherwise publish on the Service or in the bulletin boards or chat rooms connected with Duke Energy any Materials that are:

a) libelous, defamatory, obscene, abusive, pornographic, harassing, threatening or an invasion of privacy;

b) an infringement of the intellectual property rights, including, but not limited to, trade secrets, copyrights and trademarks of any person or entity;

c) illegal in any way or which advocate illegal activity;

d) an advertisement or solicitation of funds, goods or services; or

e) insider company information and other anti-competitive data (including, for example, information the disclosure of which would violate Rule 10-b-5 of the Securities and Exchange Commission or information on current energy prices of competitors).

You agree that you will ensure that any Materials transmitted, posted, uploaded or entered by you to the Service do not contain any: (a) Trojan horses, "back doors," worms, viruses or similar deceptive, destructive or disabling code; or (b) device or feature designed to prevent or impair proper functioning of the Service or monitor use of the Service by others. Duke Energy does not review or monitor every posting made on the Service or on its Web Site and bulletin boards, and is not responsible for the content of such postings. However, Duke Energy reserves the right at any time to disclose any information necessary in its sole discretion to satisfy any law, regulation or governmental request, or to edit, refuse to post or remove any Materials, in whole or in part, that in Duke Energy's sole discretion are objectionable or in violation of these TOS.

If you believe that someone has posted Material that infringes any right that you own or that you are authorized by the owner to protect, please notify Duke Energy immediately so that Duke Energy may take corrective action where warranted. Duke Energy reserves the right to investigate any such claim to ensure that the person making such claim has the right to do so. To notify Duke Energy of an alleged infringement of your rights, click here.

12) Trademarks, Copyrights and Restrictions. All materials, including images, text, illustrations, designs, icons, photographs, programs, downloads, video clips and written and other materials that are part of the Web Site (collectively, the "Contents") are intended solely for personal, noncommercial use. You may download or copy the Contents and other downloadable materials displayed on the Web Site for your personal use only. No right, title or interest in any downloaded materials or software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of
or exploit in any way, in whole or in part, any of the Contents, the Web Site or any related software. All software used on this Web Site is the property of Duke Energy or its suppliers, and is protected by U.S. and international copyright laws. The Contents and software on the Web Site may be used only as an information resource. Use of any Contents available through the Services on any other Web Site or other networked computer environment accessible by third parties is prohibited without prior written permission from Duke Energy.

13) Modification and Termination. Duke Energy reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Duke Energy shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. You agree that Duke Energy, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Duke Energy believes that you have violated or acted inconsistently with the letter or spirit of these TOS. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that Duke Energy, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any content within the Service, for any reason. You further agree that Duke Energy shall not be liable to you or any third party for any termination of your access to the Service.

14) Governing Law/Arbitration. Use of the Service and these TOS shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with use of the Service or these TOS shall be finally settled by binding arbitration in Charlotte, N.C., using the then current rules and procedures of the American Arbitration Association by one (1) arbitrator appointed by the American Arbitration Association. The arbitrator shall apply the law of the State of North Carolina, without reference to rules of conflict of law or statutory rules of arbitration, to the merits of any dispute or claim. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties agree that, any provision of applicable law notwithstanding, they will not request, and the arbitrator shall have no authority to award punitive or exemplary damages against any party. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in North Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in North Carolina for such purpose.

15) Complete Agreement/Severability/Third-Party Beneficiaries. These TOS and any other agreements that you entered into via the Web Site governing use of specific portions of the Services constitute the entire understanding between you and Duke Energy with respect to the Services and the Web Site and your use thereof, superseding all other prior written and oral communications and understandings. If any provision or portion of these TOS is not given legal effect by a court of competent jurisdiction, such provision or portion shall drop out of the TOS and the remaining provisions and portions of the TOS shall be construed and enforced. These TOS shall not be interpreted or construed to confer any rights, benefits or remedies upon any third parties.

B. EMAIL BILL DELIVERY PROGRAM

1) Introduction. As part of the Services, eligible customers can enroll in Duke Energy’s Email Bill Delivery, which allows you to receive, view and pay your bill electronically. By enrolling, you agree that the Email Bill Delivery Program TOS set forth herein, as they may be amended from time to time, apply to your use of the Email Bill Delivery Program, even if you: add, delete or change utility accounts for which you use the Email Bill Delivery Program; or add, delete or change bank accounts from which you pay using the Email Bill Delivery Program. Thus, the TOS set forth herein, as they may be amended from time
to time, will apply to all of your usages of the Email Bill Delivery Program.

2) Customer Account Eligibility. There are several customer account attributes which, when present, will exclude a Duke Energy account from being eligible for participation in Duke Energy’s Email Bill Delivery Program. Those customer account attributes are: (a) your electric account’s class or type is not eligible; (b) your account shows multiple return checks have been received within the last 12 months; (c) your electric account is associated with a consolidated billing agreement (this means that your electric account billings are combined and reported with one or more other account billings each month); (d) your account receives electronic data interchange billing; (e) your account is coded for special handling prior to release each month; (f) meter reading data from two or more meters located on your premises have been combined; (g) your electric account billing exceeded $1 million within the last 12 months.

3) Consent to Electronic Bills. Duke Energy will discontinue mailing monthly bills to you if you enroll in the Email Delivery and Payment Program and thus after you enroll, you will no longer receive a monthly paper bill. By enrolling in the Email Bill Delivery Program, you thereby: (i) affirmatively consent to Duke Energy or its affiliates providing billing information to you electronically and to the discontinuance of paper bills for your account(s) and (ii) agree to manage the accounts you select during enrollment electronically using the Email Bill Delivery Program. You also consent to the sending of electronic messages relating to the Email Bill Delivery Program by Duke Energy (directly or through third-party vendors engaged by Duke Energy).

Please note that:

• If you enroll in the Email Bill Delivery Program you must print copies of your bills if you desire paper copies for your records (Duke Energy will not provide paper copies of your bill).

• You may withdraw your consent for receiving electronic bills at any time by using the applicable feature of the Services, but it may take one billing cycle after you withdraw such consent before you begin receiving bills in paper form.

• You must keep your electronic contact information current by using the applicable feature of the Services.

• In order to participate in the Email Bill Delivery Program you will need to use computer hardware and software that provide the capability to: receive and send messages from an email address; access and view internet web sites designed for use with generally available internet browsers; and open, view and print files in Portable Document Format (“PDF”).

• While participants in the Email Bill Delivery Program receive email notifications regarding bills, you agree that nonreceipt of such email messages shall not excuse the late payment of any bill. Duke Energy recommends that you log onto the Email Bill Delivery Program portion of the Service periodically to view upcoming bills.

4) Consent to Online Electronic Payment. The Email Bill Delivery Program allows you to electronically pay your monthly utility bill from one or more of your checking or savings accounts. Using the Email Bill Delivery Program, you can electronically authorize payment of your monthly bill on the day you select. By participating in the Email Bill Delivery Program, you thereby authorize Duke Energy (directly or through third-party vendors engaged by Duke Energy) to initiate debit transactions to the account(s) designated by you for the purpose of paying your power bill and to comply with other instructions provided by you relating to the Email Bill Delivery Program. The foregoing authorization specifically includes authorization to initiate debits using Automated Clearing House (“ACH”) as well as other Electronic Funds Transfer (“EFT”) processes.

Please note that:
• You must keep your electronic contact information current by using the applicable feature of the Services.

• In order to participate in the Email Bill Delivery Program you will need to use computer hardware and software that provide the capability to: receive and send messages from an email address; access and view internet websites designed for use with generally available internet browsers; and open, view and print files in Portable Document Format (“PDF”).

5) Qualifications, Scheduling and Payments. If you enroll in the Email Bill Delivery Program and are later found to be ineligible to participate by Duke Energy, you will be removed from the Email Bill Delivery Program and thereafter shall begin to receive the normal paper bill through the U.S. mail starting with your next bill cycle.

If Duke Energy is notified of a returned payment, i.e., that there are insufficient funds (“NSF”) in your bank account to pay a bill authorized by you via the Email Bill Delivery Program, Duke Energy will make a subsequent attempt to debit your account. If in response to such subsequent debit attempt Duke Energy is notified that there are still insufficient funds in your account to pay such bill, Duke Energy will add, and you agree to pay, a returned-payment fee. Please note that such returned-payment fee is in addition to any NSF fees that may be imposed by your financial institution on the first and/or subsequent debit attempt resulting in an NSF notification.

6) Information Authorization. By participating in Email Bill Delivery Program, you agree that Duke Energy may obtain financial information regarding your designated payment account(s) from your financial institution for the purposes of performing electronic payments, resolving payment issues and verification.

7) Liability for Unauthorized Transfers. You must report an unauthorized electronic fund transfer to Duke Energy within 60 days of your bank’s transmittal of a statement containing such unauthorized transfer to avoid liability for subsequent transfers. If you fail to do so, your liability shall not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before notice to Duke Energy and that Duke Energy establishes would not have occurred had you notified us within the 60-day period. If your delay in notifying us was due to extenuating circumstances, Duke Energy may extend the times specified above to a reasonable period. Notice to Duke Energy is considered given when you take steps reasonably necessary to provide Duke Energy with the pertinent information, whether or not a particular employee or agent of Duke Energy actually receives the information. You may notify Duke Energy in person, by telephone or in writing. Written notice is considered given at the time you mail the notice or deliver it for transmission to Duke Energy by any other usual means. Notice may be considered constructively given when Duke Energy becomes aware of circumstances leading to the reasonable belief that an unauthorized transfer to or from your account has been or may be made. If state law imposes less liability than is provided by this section, your liability shall not exceed the amount imposed under the state law.

8) Payment Processing Errors, Notices and Procedures. When you believe an error exists, you must provide Duke Energy with an oral or written notice of error within 60 days of the date that you receive a statement or documentation from Duke Energy or your bank pertaining to the error. Your notification must identify you by name and account number and indicate why you believe an error exists. Your notice must also include to the extent possible the type, date and amount of the error.

9) Duke Energy shall investigate promptly and, except as otherwise provided below, shall determine whether an error occurred within 10 business days of receiving your notice of error. Duke Energy shall report the results of our investigation to you within three business days after completing our investigation. Duke Energy shall take all reasonable steps to correct the error within one business day after determining that an error occurred. If Duke Energy is unable to complete its
investigation within 10 business days, we may take up to 45 days from receipt of a notice of error to investigate and determine whether an error occurred. In such case, Duke Energy shall:

i. provisionally credit your account in the amount of the alleged error (including interest where applicable) within 10 business days of receiving the error notice;

ii. inform you, within two business days after the provisional crediting, of the amount and date of the provisional crediting;

iii. correct the error, if any, within one business day after determining that an error occurred; and

iv. report the results to you within three business days after completing our investigation.

If Duke Energy determines that no error occurred or that an error occurred in a manner or amount different from that described by the consumer, Duke Energy’s report of the results of its investigation shall include a written explanation of our findings and shall note your right to request the documents that we relied on in making our determination. Upon request, we shall promptly provide copies of the documents.

Upon debiting a provisionally credited amount, Duke Energy shall notify you of the date and amount of the debiting.

10) Questions. In the event that you have questions about the Email Bill Delivery Program, please call Duke Energy or contact Duke Energy using the “contact us” feature on the monthly email.

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