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April 19, 2022

VIA ELECTRONIC FILING
The Honorable Jocelyn G. Boyd
Chief Clerk/Executive Director
Public Service Commission of South Carolina
101 Executive Center Drive, Suite 100
Columbia, SC 29210

Re: **Rulemaking Proceeding for the Purpose of Promulgating a Regulation to Help Prevent the Potential for Misleading Advertisements by Prohibiting the Sale of Customer Data by Regulated Utilities Absent a Customer's Direct Consent (See Commission Order No. 2019-877)**
Docket Number: 2019-387-A

Direct Testimony of Duke Energy Carolinas, LLC and Duke Energy Progress, LLC

Dear Ms. Boyd:

Enclosed for filing on behalf of Duke Energy Carolinas, LLC and Duke Energy Progress, LLC please find the Direct Testimony of Alan E. Hutcherson.

By copy of this letter, I am serving all parties of record via electronic mail.

Sincerely,

Katie M Brown

Katie M. Brown

Enclosure

cc: Parties of record

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BEFORE THE
PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NO. 2019-387-A

In the Matter of Rulemaking Proceeding for the Purpose of Promulgating a Regulation to Help Prevent the Potential for Misleading Advertisements by Prohibiting the Sale of Customer Data by Regulated Utilities Absent a Customer's Direct Consent (See Commission Order No. 2019-877)	))))))))	**DIRECT TESTIMONY OF ALAN E. HUTCHERSON FOR DUKE ENERGY CAROLINAS, LLC AND DUKE ENERGY PROGRESS, LLC**

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Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Alan E. Hutcherson and my business address is 4720 Piedmont Row Drive, Charlotte, North Carolina.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am a Principal Ethics and Compliance Analyst for Duke Energy Carolinas, LLC and Duke Energy Carolinas, LLC (together the "Companies").

Q. WHAT ARE YOUR PRESENT RESPONSIBILITIES AT THE COMPANIES?

A. My primary responsibility is to support the State Regulatory Compliance program and I also support the Data Privacy Compliance program. My primary duties include providing the compliance structure via documentation, training, and tools to facilitate compliance with the Code of Conduct, specifically with the Code of Conduct requirements related to Customer Information (Code of Conduct Section III.A.2).

Q. PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND PROFESSIONAL EXPERIENCE.

A. I graduated from Appalachian State University in December 1985 with a BS in Business Administration and a major in Accounting. I'm a CPA in the State of North Carolina. I began my career with Duke Energy Corporation in 1987, and have worked in various Duke Energy departments, such as: Internal Audit, Financial Budgeting, SOX, Payroll, Rates and Regulatory, and Ethics and Compliance. I began my current role with the Companies on October 1, 2016.

Q. HAVE YOU TESTIFIED BEFORE THIS COMMISSION IN ANY PRIOR PROCEEDINGS?

A. No.

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Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A. The purpose of my testimony is to provide information regarding the Companies' proposed Guidelines for Customer Data Privacy, Security, and Access (the "Guidelines") and explain how the Guidelines comply with S.C. Code Ann. Regs. 103-823.2.

Q. HAVE YOU INCLUDED AN EXHIBIT WITH YOUR TESTIMONY?

A. Yes. Attached as Hutcherson Exhibit 1 is a copy of the Companies' proposed Guidelines, which were filed with the Public Service Commission of South Carolina (the "Commission") on November 24, 2021.

Q. PLEASE EXPLAIN WHY THE COMPANIES SUBMITTED THE PROPOSED GUIDELINES.

A. On December 19, 2019, the Commission initiated a rulemaking to address a petition filed by the South Carolina Office of Regulatory Staff requesting a rulemaking be opened to promulgate a regulation to help prevent the potential for misleading advertisements by prohibiting the sale of customer data by regulated utilities, absent a customer's direct consent. After notice and comment from interested parties and after public hearing, S.C. Code Ann. Regs. 103-823.2 was published in the State Register, Volume 45, Issue 5 and became effective on May 28, 2021.

S.C. Code Ann. Regs. 103-823.2(H) instructs electric, natural gas, water, and wastewater public utilities to develop and seek Commission approval of guidelines for implementation of the regulation within 180 days of the regulation's effective date. In accordance with S.C. Code Ann. Regs. 103-823.2(H), the Companies submitted their proposed Guidelines on November 24, 2021.

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Q. WHAT DOES S.C. CODE ANN. REGS. 103-823.2(H) REQUIRE THE GUIDELINES TO ADDRESS, AND DO THE COMPANIES' PROPOSED GUIDELINES ADDRESS THOSE TOPICS?

A. Yes. Pursuant to the regulation, the Companies proposed Guidelines address the following topics, which are outlined in S.C. Code Ann. Regs. 103-823.2(H):

(a) Customer Notice and Awareness — practices to explain policies and procedures to customers.

(b) Customer Choice and Consent — processes that allow the customer to control access to customer data including processes for customers to monitor, correct or limit the use of customer data.

(c) Customer Data Access — procedures for use of customer data, purpose for collection, limitations of use of customer data and processes for customer non-standard requests.

(d) Data Quality and Security Procedures and Measures — procedures for security and methods to aggregate or anonymize data.

(e) Public Utility Accountability and Auditing — reporting of unauthorized disclosures, training protocol for employees, periodic evaluations, self-enforcement procedures, and penalties.

(f) Frequency of Notice to Customers — practices and procedures to provide initial and annual notification of its privacy policy to customers.

(g) Due Diligence Exercised by Utility When Sharing Customer Data with Third Parties — practices, policies, and procedures when selecting the third party with whom the utility will share data so as to minimize unauthorized or inadvertent disclosure of customer data.

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Q. DO THE COMPANIES' PROPOSED GUIDELINES ALIGN WITH THE COMPANIES' CODE OF CONDUCT?

A. Yes. As the Companies noted in comments filed throughout the rulemaking proceeding, the Companies protect Customer Information by adhering to the Code of Conduct. The procedures and trainings that the Companies have implemented as a result of the Code of Conduct's restrictions and the Digital Privacy Policy have established a robust framework to protect nonpublic customer data from unauthorized or inappropriate disclosure to third parties by the Companies, their agents, and their affiliates, while also providing customers the ability to authorize disclosure to other parties where appropriate. The Companies' proposed Guidelines incorporate many of these policies and practices.

Q. HOW DOES THE CODE OF CONDUCT DEFINE, PROTECT, AND RESTRICT THE USE OF CUSTOMER INFORMATION?

A. The Companies' Code of Conduct defines "Customer Information" as non-public information or data specific to a customer or group of customers, including, but not limited to, electricity consumption, natural gas consumption, load profile, billing history, or credit history that is or has been obtained or compiled by the Companies in connection with supplying electric services to that customer or group of customers.

Pursuant to the Code of Conduct, Section III. A. 2. (b), "Customer Information" may not be disclosed by the Companies to any person, Affiliate, Nonpublic Utility Operation or third party without the Customer's explicit and informed consent, with some exceptions outlined in S.C. Code Ann. Regs. 103-823.2 and in Section III.A.2.(F) of the Companies' Code of Conduct.

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Q. HOW DO THE COMPANIES' PROPOSED GUIDELINES ADDRESS THE TOPIC OF CUSTOMER NOTICE AND AWARENESS?

A. The Companies' proposed Guidelines outline the key communications and policies that govern customer notice and awareness. The Companies' Digital Privacy Policy applies to the personal information obtained through the Companies' websites and mobile apps. The Privacy Policy describes the types of personal information that may be obtained, how the Companies use it, with whom the Companies share it, and the choices available regarding the Companies' use of the information. The Privacy Policy is publicly available on https://www.duke-energy.com/legal/privacy and is attached as Exhibit A in the proposed Guidelines submitted by the Company on November 24, 2021.

Additionally, the Companies provide all new South Carolina customers with a welcome brochure containing a copy of the Customer Bill of Rights and information on rate schedules via mail or electronically, depending on whether the customer has provided an email address. A copy of these communications is attached as Exhibit B in the proposed Guidelines submitted by the Company on November 24, 2021.

Q. HOW DO THE COMPANIES' PROPOSED GUIDELINES ADDRESS THE TOPIC OF CUSTOMER CHOICE AND CONSENT?

A. The Guidelines explain that the Companies offer customers choices in connection with the personal information that the Companies obtain through their websites and mobile apps. To update their preferences, limit the communications received from the Companies, or submit a request, customers may contact the Companies as specified in the How to Contact Us section of the Duke Energy Digital Privacy Policy or adjust the privacy settings in Duke Energy's websites and mobile apps Digital Service (collectively, the "Digital Services"), as applicable.

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The proposed Guidelines also outline the process for a third party to access Customer Information. The Individual Customer Energy Data Request Form was attached as Exhibit D in the proposed Guidelines submitted by the Company on November 24, 2021. A third party initiates the process of accessing Customer Information by completing the above-referenced Individual Customer Energy Data Request Form. Then a Customer Data Request Consent Form must be completed in order for Customer Information to be released.

Customers will receive email communications from the Companies in connection with their use of the Digital Services and other services, such as when a customer signs up for an account online, performs an online transaction (for example, paying their bill or requesting a new password) or provides their email address to a customer contact representative. Customers may also receive email communications from the Companies about new products and services. To opt out of receiving marketing emails from the Companies, customers would use the one-click unsubscribe link at the bottom of the email received.

Q. HOW DO THE COMPANIES' PROPOSED GUIDELINES ADDRESS THE TOPIC OF CUSTOMER DATA ACCESS?

A. The proposed Guidelines reiterate that the Companies do not disclose customer data or information to third parties without customer consent, except as specified in S.C. Code Ann. Regs. 103-823.2 and in the Companies' Code of Conduct.

For an affiliate of the Companies to access Customer Information, the Companies capture customer consent through the use of Customer Data Request Consent Forms, Customer Disclosure Authorization forms, or their electronic counterpart—universal consent.

Q. HOW DO THE COMPANIES' PROPOSED GUIDELINES ADDRESS THE TOPIC OF DATA QUALITY AND SECURITY PROCEDURES AND MEASURES?

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A. The proposed Guidelines explain that pursuant to the Code of Conduct Section III.A.2.(g), the Companies are required to take appropriate steps to store Customer Information in such a manner as to limit access to those persons permitted to receive it and shall require all persons with access to such information to protect its confidentiality. Accordingly, the Companies maintain administrative, technical and physical safeguards designed to protect personal information against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.

Access to personal information is limited only to those individuals with a legitimate business need for the data. Lists of employees with current access are reviewed regularly and the respective employee's management must sign off on their continued access.

Q. HOW DO THE COMPANIES RESPOND TO REQUESTS FOR AGGREGATED DATA?

A. Pursuant to S.C. Code Ann. Regs. 103-823.2.A.(1), the term "aggregated data" means customer data, alone or in combination with non-customer data, resulting from processing (e.g., average of a group of customers) or the compilation of customer data from which all unique identifiers have been removed. The Commission's rule defines the term "unique identifier" to mean a customer's name, account number, meter number, mailing address, telephone number, or email address. The rule also provides that aggregated data that has been aggregated to a degree that individual Customer Information is not identifiable shall not be considered "customer data."

Accordingly, pursuant to the Commission's rule and the Companies' Code of Conduct, when responding to third-party requests for aggregated data, the Companies only

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provide data that has been aggregated to such a degree that individual Customer Information is not identifiable.

Q. HOW DO THE COMPANIES' PROPOSED GUIDELINES ADDRESS THE TOPIC OF PUBLIC UTILITY ACCOUNTABILITY AND AUDITING?

A. As detailed in the proposed Guidelines, pursuant to the Code of Conduct Section III.A.2.(k), the Companies report any inappropriate disclosures of Customer Information to the Commission. Those reports detail the circumstances of the disclosure, the Customer Information disclosed, the results of the disclosure, and the steps taken to mitigate the effects of the disclosure and prevent future occurrences.

Additionally, pursuant to Regulatory Condition 14.3 - Annual Training, the Companies provide annual training on the requirements and standards contained within the Regulatory Conditions and Code of Conduct to all of their employees (including service company employees) whose duties in any way may be affected by such requirements and standards. New employees must receive such training within the first 60 days of their employment. Each employee who has taken the training must certify electronically or in writing that s/he has completed the training.

Q. HOW DO THE COMPANIES' PROPOSED GUIDELINES ADDRESS THE TOPIC OF FREQUENCY OF NOTICE TO CUSTOMERS?

A. The Companies provide new South Carolina customers with a welcome brochure containing a copy of the Customer Bill of Rights and information on rate schedules via mail or electronically, depending on whether the customer has provided an email address. A copy of these communications is attached as Exhibit B in the proposed Guidelines submitted by the Company on November 24, 2021. The welcome brochure combined with the publicly

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available Digital Privacy Policy provides information related to privacy and customer data. Additionally, those customers without access to the internet and therefore no access to the Digital Privacy Policy have the ability to contact the Companies' Customer Service representatives via phone.

The Digital Privacy Policy is publicly available at https://www.duke-energy.com/legal/privacy. The Digital Privacy Policy is updated periodically to reflect changes in the Companies' personal information practices. The date of the most recent update is reflected at the top of the policy.

Q. HOW DO THE COMPANIES' PROPOSED GUIDELINES ADDRESS THE TOPIC OF DUE DILIGENCE EXERCISED BY UTILITY WHEN SHARING CUSTOMER DATA WITH THIRD PARTIES?

A. The proposed Guidelines reiterate that the Companies do not disclose customer data or information to third parties without customer consent, except as specified in S.C. Code Ann. Regs. 103-823.2 and in the Companies' Code of Conduct. Pursuant to S.C. Code Ann. 103-823.2 and the Companies' Code of Conduct, the Companies may disclose Customer Information to Duke Energy Business Services, LLC, any other Affiliate, or a non-affiliated third party, without customer consent to the extent necessary for the Affiliate or non-affiliated third party to provide goods or services to the Companies and upon the written agreement of the other Affiliate or non-affiliated third-party to protect the confidentiality of such Customer Information.

The Companies have a strategic Third Party Risk Management Program ("TPRM") to identify risks to the organization, and where appropriate, implement mitigating controls to manage those risks. The mission of the TPRM is to centralize the Companies' capabilities to

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manage cybersecurity risks associated with engaging third-parties who provide information and application hosting services to or on behalf of the Companies.

The Companies have forms (standard terms and conditions) which are added to new master service agreements and form updates when they are due for review/renewal. While some provisions are subject to revision during the contracting process, these forms all have confidentiality provisions, restricted use, return or destroy obligations, as well as an obligation to notify the Companies in the event of a threatened, attempted or successful breach or unauthorized access.

Q. DO THE COMPANIES BELIEVE THEIR EXISTING PRACTICES ARE SUFFICIENT TO PROTECT CUSTOMER DATA AND COMPLY WITH S.C. CODE ANN. REGS. 103-823.2?

A. Yes. The Companies take very seriously their obligation to protect customer data. As noted in the comments filed by the Companies throughout the rulemaking proceeding in this docket and as described in the proposed Guidelines, the Companies protect the data of their customers by adhering to the Companies' Code of Conduct and S.C. Code Ann. Regs. 103-823.2. The procedures and trainings that the Companies have implemented as a result of the Code of Conduct's restrictions and the Companies' privacy policies have established a robust framework to protect nonpublic customer data from unauthorized or inappropriate disclosure to third parties, while providing customers with the flexibility to authorize disclosure to other parties where appropriate. The proposed Guidelines incorporate and reference many of these policies and procedures.

Q. DOES THIS CONCLUDE YOUR PRE-FILED DIRECT TESTIMONY?

A. Yes it does.

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DUKE ENERGY CAROLINAS, LLC AND DUKE ENERGY PROGRESS, LLC GUIDELINES FOR CUSTOMER DATA PRIVACY, SECURITY, AND ACCESS

I. Overview

S.C. Code Ann. Regs. 103-823.2 requires each electrical, natural gas, water or wastewater public utility to develop and seek approval of guidelines for the implementation of the rule from the Public Service Commission of South Carolina (the "Commission"). Pursuant to the regulation, the guidelines should address: 1) customer notice and awareness, 2) customer choice and consent, 3) customer data access, 4) data quality and security procedures and measures, 5) public utility accountability and auditing, 6) frequency of notice to customers, and 7) due diligence exercised by utility when sharing customer data with third parties.

Duke Energy Carolinas, LLC ("DEC") and Duke Energy Progress, LLC ("DEP" and together with DEC, the "Companies") are public utilities engaged in the generation, transmission, distribution, and sale of electric energy service in South Carolina and North Carolina. The Companies also sell electricity under wholesale contracts to municipal, cooperative and investor-owned electric utilities, and their wholesale sales are subject to the jurisdiction of the Federal Energy Regulatory Commission.

The Companies are public utilities under the laws of South Carolina and are subject to the jurisdiction of this Commission with respect to their operations in this State. The Companies are also authorized to transact business in the State of North Carolina and are public utilities under the laws of that State. Accordingly, their operations in North Carolina are subject to the jurisdiction of the North Carolina Utilities Commission. As regulated entities, DEC and DEP are subject to regulatory conditions that govern relationships, transactions, and activities between DEC and DEP and other Duke Energy Corporation ("Duke Energy") entities such as Affiliates, Nonpublic Utility Operations, Non-Regulated entities and third parties.

The Companies' Code of Conduct governs the relationships, activities, and transactions between and among the Companies, their affiliates, and third parties, and provides controls that dictate the terms by which non-public customer information is shared, disclosed, and protected. The Code of Conduct was implemented by the Companies as a result of the merger between DEC and DEP and was first adopted by this Commission in Order No. 2012-517 issued in Docket No. 2011-158-E. The Code of Conduct was subsequently amended and approved via Commission Order No. 2016-772 dated November 2, 2016, and updated in a filing made by the Companies on October 9, 2018.

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II. Guidelines

a) Customer Notice and Awareness — practices to explain policies and procedures to customers.

- The Companies' Digital Privacy Policy applies to the personal information obtained through the Companies' websites and mobile apps. The Privacy Policy describes the types of personal information that may be obtained, how the Companies use it, with whom the Companies share it, and the choices available regarding the Companies' use of the information. The Privacy Policy is publicly available on https://www.duke-energy.com/legal/privacy and is attached as **Exhibit A**.

- The Companies provide all new DEP and DEC South Carolina customers with a welcome brochure containing a copy of the Customer Bill of Rights and information on rate schedules via mail or electronically, depending on whether the customer has provided an email address. A copy of these communications is attached as **Exhibit B**.

- DEC and DEP customers who digitally enroll in My Account must agree to the Terms of Use. A copy of the Terms of Use is attached as **Exhibit C**.

b) Customer Choice and Consent — processes that allow the customer to control access to customer data including processes for customers to monitor, correct or limit the use of customer data.

- DEC and DEP offer customers choices in connection with the personal information that the Companies obtain through their websites and mobile apps. To update their preferences, limit the communications received from the Companies, or submit a request, customers may contact the Companies as specified in the How to Contact Us section of the Duke Energy Digital Privacy Policy or adjust the privacy settings in Duke Energy's websites and mobile apps Digital Service (collectively, the "Digital Services"), as applicable.

- The Companies' Code of Conduct defines "Customer Information" as non-public information or data specific to a customer or group of customers, including, but not limited to, electricity consumption, natural gas consumption, load profile, billing history, or credit history that is or has been obtained or compiled by DEC or DEP in connection with the supplying of electric services to that customer or group of customers.

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- Pursuant to the Code of Conduct, Section III. A. 2. (b), "Customer Information" may not be disclosed by DEC or DEP to any person, Affiliate, Nonpublic Utility Operation or third party without the Customer's explicit and informed consent, with some exceptions outlined in S.C. Code Ann. Regs. 103-823.2 and in Section III.A.2.(F) of the Companies' Code of Conduct.

- The process for a third party to access Customer Information can be initiated by completing the Individual Customer Energy Data Request Form, attached as **Exhibit D**. A Customer Data Request Consent Form must be completed in order for Customer Information to be released.

- Customers will receive email communications from the Companies in connection with their use of the Digital Services and other services, such as when a customer signs up for an account online, performs an online transaction (for example, paying their bill or requesting a new password) or provides their email address to a customer contact representative. Customers may also receive email communications from the Companies about new products and services. To opt out of receiving marketing emails from the Companies, customers would use the one-click unsubscribe link at the bottom of the email received.

c) Customer Data Access — procedures for use of customer data, purpose for collection, limitations of use of customer data and processes for customer non-standard requests.

- The Companies do not disclose customer data or information to third parties without customer consent, except as specified in S.C. Code Ann. Regs. 103-823.2 and in the Companies' Code of Conduct.

- For an affiliate of the Companies to access Customer Information, the Companies capture customer consent through the use of Customer Data Request Consent Forms, or Customer Disclosure Authorization forms, or their electronic counterpart, universal consent.

- For other requests not covered herein, refer to the How to Contact Us section of the Duke Energy Digital Privacy Policy.

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d) Data Quality and Security Procedures and Measures — procedures for security and methods to aggregate or anonymize data.

- Pursuant to the Code of Conduct Section III.A.2.(g), DEC and DEP shall take appropriate steps to store Customer Information in such a manner as to limit access to those persons permitted to receive it and shall require all persons with access to such information to protect its confidentiality. Accordingly, the Companies maintain administrative, technical and physical safeguards designed to protect personal information against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.

- Pursuant to S.C. Code Ann. Regs. 103-823.2.A.(1), the term "aggregated data" means customer data, alone or in combination with non-customer data, resulting from processing (e.g., average of a group of customers) or the compilation of customer data from which all unique identifiers have been removed. The Commission's rule defines the term "unique identifier" to mean a customer's name, account number, meter number, mailing address, telephone number, or email address. The rule also provides that aggregated data which has been aggregated to a degree that individual customer information is not identifiable shall not be considered "customer data."

- Pursuant to the Commission's rule and the Companies' Code of Conduct, when responding to third-party requests for aggregated data, the Companies only provide data that has been aggregated to such a degree that individual customer information is not identifiable.

e) Public Utility Accountability and Auditing — reporting of unauthorized disclosures, training protocol for employees, periodic evaluations, self-enforcement procedures, and penalties.

- Pursuant to the Code of Conduct Section III.A.2.(k), the Companies report any inappropriate disclosures of DEC or DEP Customer Information to the Commission. Those reports detail the circumstances of the disclosure, the Customer Information disclosed, the results of the disclosure, and the steps taken to mitigate the effects of the disclosure and prevent future occurrences.

- Pursuant to Regulatory Condition 14.3 - Annual Training, DEC and DEP provide annual training on the requirements and standards contained within the Regulatory Conditions and Code of Conduct to all of their employees (including service company employees) whose duties in any way may be affected by such requirements and standards. New employees must receive such training within the first 60 days of their

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employment. Each employee who has taken the training must certify electronically or in writing that s/he has completed the training.

- The Companies perform periodic evaluations (including compliance audits and other measures) to ensure the proper handling of Customer Information and adequacy of self-enforcement procedures.

f) Frequency of Notice to Customers — practices and procedures to provide initial and annual notification of its privacy policy to customers.

- The Digital Privacy Policy is publicly available at www.duke-energy.com/legal/privacy.

- The Digital Privacy Policy is updated periodically to reflect changes in the Companies' personal information practices. The date of the most recent update is reflected at the top of the policy.

g) Due Diligence Exercised by Utility When Sharing Customer Data with Third Parties — practices, policies, and procedures when selecting the third party with whom the utility will share data so as to minimize unauthorized or inadvertent disclosure of customer data.

- Pursuant to S.C. Code Ann. 103-823.2 and the Companies' Code of Conduct, DEC and DEP may disclose Customer Information to Duke Energy Business Services, LLC ("DEBS"), any other Affiliate, or a non-affiliated third party, without Customer consent to the extent necessary for the Affiliate or non-affiliated third party to provide goods or services to DEC or DEP and upon the written agreement of the other Affiliate or non affiliated third-party to protect the confidentiality of such Customer Information.

- The Companies have a strategic Third Party Risk Management Program ("TPRM") to identify risks to the organization, and where appropriate, implement mitigating controls to manage those risks. The mission of the TPRM program is to centralize the Companies' capabilities to manage cybersecurity risks associated with engaging third-parties who provide information and application hosting services to or on behalf of the Companies.

- The Companies have forms (standard terms and conditions) which are added to new master service agreements and form updates when they are due for review/renewal. While some provisions are subject to revision during the contracting process, these forms all have confidentiality provisions, restricted use, return or destroy obligations,

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as well as an obligation to notify the Companies in the event of a threatened, attempted or successful breach or unauthorized access.

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Privacy

Last updated: July 1, 2021

View/Print Page as PDF

We at Duke Energy Corporation, along with our subsidiaries and affiliates (collectively, "Duke Energy"), respect your concerns about privacy. This Digital Privacy Policy describes the types of personal information we may obtain through our websites and mobile apps, how we may use the information, with whom we may share it, and the choices available regarding our use of the information. The policy also describes the measures we take to safeguard your personal information and how you can contact us about our privacy practices.

This Digital Privacy Policy applies to the personal information we obtain through Duke Energy's websites and mobile apps (collectively, the "Digital Services"). The policy does not apply to any Duke Energy website, mobile app or service that has a separate privacy policy or notice.

Information We Obtain

The types of personal information we may obtain about you through our Digital Services include:

- contact information (such as name, phone and fax number, email address and mailing and service address);
- information used to create your online account and other account-related information (such as username, password, security questions and answers, account number, and any content you choose to store in your account);
- demographic information, such as date of birth, gender and other background information (such as your ethnicity if you inquire about programs applicable to minorities);
- Social Security number, driver's license number, tax identification number and other government-issued identification numbers;
- payment information, such as name, billing address, bank account information, and payment card details (including payment card number, expiration date and security code), some of which is collected and stored by our third-party payment processor on our behalf;
- information related to your transactions with us, such as your payment history;
- social media handles;
- information you provide in the course of applying for a job with us, such as details about your education, work and military history, legal work eligibility status and background check information; and
- other personal information in content you submit to us, such as information you provide to us when you create or modify your online account, contact us through emails or our Digital Services,

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respond to surveys, use our forums, and complete any registration, including those related to receiving communications on select advocacy topics, or self-service transaction forms.

We may obtain some information about you from third parties. For example, during the Start Service process, Duke Energy supplements the information you provide through our Digital Services with additional data received from third-party sources. We also may supplement your information with additional information we receive from a credit check performed when you apply for certain services. This information helps us to verify, update and correct the information our customers provide to us and enables us to determine if a deposit will be needed to provide you with services.

We also may collect other information about you through our Digital Services in ways for which we provide specific notice or otherwise with your consent.

Automated Collection of Data

When you interact with our Digital Services or open our emails, we may obtain certain information by automated means, such as browser cookies, web beacons, device identifiers, server logs, and other technologies. A "browser cookie" is a text file that we save on your device when you use our Digital Services. Cookies allow us to uniquely identify users and to store information or settings. A "web beacon," also known as an Internet tag, pixel tag or clear GIF, is a clear picture file that allows us and third parties to store information about your interactions with our Digital Services, such as how you use the Digital Services and view our content.

We may use these automated technologies to collect information about your devices, browsing actions, and usage patterns. The information we obtain in this manner may include your device IP address, Internet service provider, identifiers associated with your devices, domain name, device and operating system type and characteristics, web browser characteristics, language preferences, information about your interactions with and preferences on our Digital Services (such as clickstream data), the webpage from which you link to or from our Digital Services, dates and times of access to our Digital Services, and other information about your use of our Digital Services. These technologies help us (1) remember your information so you will not have to re-enter it; (2) track and understand how you use and interact with our Digital Services; (3) tailor our Digital Services around your preferences; (4) measure the usability of our Digital Services; (5) understand the effectiveness of our communications; (6) identify, diagnose and resolve technical issues; and (7) otherwise manage and enhance our Digital Services (and our other products and services) and help ensure they are working properly.

You can manage cookies through your web browser. Most web browsers will tell you how to stop accepting new browser cookies, how to be notified when you receive a new browser cookie and how to disable existing cookies. You can find out how to do this for your particular browser by clicking "help" on your browser's menu or by visiting www.allaboutcookies.org. In addition, your mobile device settings may allow you to prohibit mobile app platforms (such as Apple and Google) from sharing certain information obtained by automated means with mobile app developers and operators such as us. Please note, however, that without cookies and similar technologies we use, you may not be able to take full advantage of all features of our Digital Services. Our Digital Services currently do not respond to "Do Not Track" signals.

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We also may receive your mobile device's precise geolocation. We may use this information to provide you with location-based services, such as to assist you with finding a nearby payment location. This information is not stored by us for future use. Your device may provide you with a notification when the Digital Services attempt to collect your precise geolocation. Location services can be turned off within the settings of your mobile device.

• How We Use the Information We Obtain

We may use the information we obtain about you to:

- provide and manage our services, including to process, evaluate, communicate and fulfill requests, inquiries and claims we receive in connection with our services;
- create, manage, administer and communicate with you about your account, including identifying and authenticating you so you may access your account or use certain features of our Digital Services;
- personalize your experience with our Digital Services (such as to tailor content and information we may communicate to you, and to offer location-based and personalized content and communications);
- provide customer and technical support;
- process, evaluate and respond to requests, inquiries and applications we receive in connection with our services;
- provide you with information about Duke Energy;
- provide you with information about select advocacy topics in your jurisdiction, including legislative hearings and petitions and opportunities to engage with local officials;
- subject to applicable law, communicate about and administer our services, events, surveys, programs and promotions (such as by sending alerts, promotional materials, newsletters and other marketing communications);
- manage career opportunities with us, including for recruitment purposes, candidate screening and evaluation, and employee onboarding;
- perform data analytics (such as crash analytics, offer acceptance rates, market research, trend analysis, data aggregation and anonymization, financial analysis and customer segmentation);
- operate, evaluate and improve our business (including administering, enhancing and improving our services; developing new services; managing our communications and customer relationships; and performing accounting, auditing, billing, reconciliation and collection activities);
- protect against and prevent fraud and other unlawful activity, unauthorized transactions, claims and other liabilities;
- conduct investigations and comply with and enforce applicable legal requirements, relevant industry standards, contractual obligations, and our policies and terms (such as our privacy policies and Terms of Use); and
- maintain and enhance the safety and security of our services, network, information, customers, employees and others.

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We also may use the information we obtain about you in other ways for which we provide specific notice and obtain your consent if required by applicable law. We may combine information we obtain about you (such as through our Digital Services or from third parties) for the purposes described above.

Third-Party Online Analytics Services

Through our Digital Services, we may obtain personal information about your online activities over time and across third-party apps, websites, devices and other online services. We use third- party online analytics services on our Digital Services, such as those of Google Analytics. The service providers that administer these analytics services use automated technologies to collect data (such as email, IP addresses, cookies and other device identifiers) to evaluate, for example, use of our Digital Services and to diagnose technical issues. For more information about how Google Analytics collects and processes data and the Google Analytics opt-out browser add-on, please visit https://policies.google.com/privacy#infocollect and https://policies.google.com/technologies/partner-sites.

In our Digital Services, we may use certain Google Analytics advertising features, such as Remarketing with Google Analytics, Google Display Network Impression Reporting, Google Analytics Demographics and Interest Reporting, and integrated services that require Google Analytics to collect data for advertising purposes, including the collection of data via advertising cookies and identifiers. In connection with these Google Analytics advertising features, Google Analytics may collect data about your traffic via Google advertising cookies and identifiers. To learn more about how Google uses this information, please visit www.google.com/policies/privacy/partners/. If you do not want Google Analytics to use this information for the purpose of serving you targeted ads, you may opt out of certain Google Analytics advertising features by visiting the Google Ads Settings page available at https://adssettings.google.com/.

Online Tracking and Interest-Based Advertising

Through our Digital Services, both we and certain third parties may collect information about your online activities to provide you with advertising about products, services and corporate initiatives tailored to your individual interests. Where required by applicable law, we will obtain your consent for the processing of your personal information for direct marketing purposes. You may see our ads on other websites or mobile apps because we participate in advertising networks. Ad networks allow us to target our messaging to users considering demographic data, users' inferred interests and browsing context. These networks track users' online activities over time by collecting information through automated means, including through the use of browser cookies, web beacons, device identifiers, server logs and other similar technologies. The networks use this information to show ads that may be tailored to individuals' interests, to track users' browsers or devices across multiple websites and apps, and to build a profile of users' online browsing and app usage activities. The information our ad networks may collect includes data about users' visits to websites and apps that participate in the relevant ad networks, such as the pages or ads viewed and the actions taken on the websites or apps. This data collection takes place both on our Digital Services and on third-party websites and apps that participate in the ad networks. This process also helps us track the effectiveness of our marketing efforts.

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To learn how to opt out of ad network interest-based advertising in the U.S., please visit www.aboutads.info/choices and http://www.networkadvertising.org/choices/.

Information Sharing

We do not sell or otherwise share personal information about you except as described in this Digital Privacy Policy.

- Subject to applicable law, we may share your personal information with our affiliates and subsidiaries for the purposes described in this Digital Privacy Policy.
- We may share your personal information with service providers who perform services for us or on our behalf, such as those related to payment processing, database and web hosting, email service providers, map service providers, sweepstakes administrators, credit reporting agencies, advertising and marketing, electronic bill payment services or debt collection, data analytics, advocacy campaigns and administrative or management functions. We do not authorize these service providers to use or disclose the information except as necessary to perform services on our behalf or comply with legal requirements.
- We may share your information with third parties who are providing the product, service or information that you have requested.
- With your consent, we also may share your information with third parties who may send you promotional materials and marketing or advocacy communications about products, services or campaigns that may be of interest to you.
- We may disclose personal information about you (1) if we are required to do so by law or legal process (such as a court order or subpoena), (2) to law enforcement authorities or other government officials to comply with legal requests, (3) when we believe disclosure is necessary to prevent physical harm or financial loss, (4) to establish, exercise or defend our legal rights, (5) in connection with an investigation of suspected or actual fraud or illegal activity or (6) otherwise with your consent.

We reserve the right to transfer any information we have about you in the event of a potential or actual sale or transfer of all or a portion of our business or assets (including in the event of a merger, acquisition, joint venture, reorganization, divestiture, dissolution, liquidation or other corporate restructuring).

Regulatory Requirements

Some state laws, and certain state utility commissions with regulatory oversight of our utility service territories, require that certain customer information be protected from disclosure to our affiliate companies. The relevant laws and codes of conduct may be found here:

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- Florida: Rule No. 25-6.014 and Rule No. 25-6.015
- Indiana
- Kentucky
- North Carolina and South Carolina
- Ohio

Duke Energy administers role-based training that addresses various regulatory requirements for employees and contingent workers in all regulated jurisdictions on a monthly and annual basis. Employees and contingent workers receive training on corporate separation requirements, proper handling of customer information, marketing non-regulated products and services, asset transfers, affiliate transaction restrictions, and time reporting, in addition to other subjects required by a regulated jurisdiction.

Your Choices

We offer you certain choices in connection with the personal information we obtain about you. To update your preferences, limit the communications you receive from us or submit a request, please contact us as specified in the How to Contact Us section of this Digital Privacy Policy or adjust the privacy settings in the Digital Service, as applicable.

You will receive email communications from us in connection with your use of our Digital Services and other services, such as when you sign up for an account online, perform an online transaction (for example, paying your bill or requesting a new password) or provide your email address to a customer contact representative. You may also receive email communications from us about new products and services. To opt out of receiving marketing emails from us, use the one-click unsubscribe link at the bottom of the email you received. In some instances, Duke Energy will co-brand with another company. Please be aware that the privacy policy referenced at the bottom of the webpage governs the collection of information on that page.

If you are a California consumer, please see the section of this Privacy Policy called "California Consumer Privacy Statement" for more information about your privacy rights.

Third-Party Websites and Features

Our Digital Services may transfer you to or provide links to third-party websites or provide you access to certain third-party features (such as the ability to view third-party videos and content or connect to certain social networks or third-party services through our Digital Services) for your convenience and to provide selected services or functions. These third-party websites and features may use cookies to collect information on our sites, including via plug-ins and widgets. These third parties may operate independently from us. The privacy practices of the relevant third parties, including details on the information they may collect about you, are subject to the privacy statements of these parties, which we strongly suggest you review. To the extent any linked

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services or third-party features are not owned or controlled by us, Duke Energy is not responsible for these third parties' information practices.

- ## How We Protect Personal Information

We maintain administrative, technical and physical safeguards designed to protect personal information against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.

- ## Children's Personal Information

Certain of Duke Energy's Digital Services are directed to children and teens located in the United States, including children under age 13. We do not knowingly collect or solicit personal information from children under age 13 without parental consent, unless permitted by law. If we become aware that we have collected personal information from a child under age 13 without parental consent or unless otherwise permitted by law, we will delete it in accordance with applicable law. If you believe that a child may have provided us with personal information without parental consent or otherwise not permitted by law, please contact us as specified in the How to Contact Us section of this Digital Privacy Policy.

Duke Energy is committed to protecting the privacy of children who use our Digital Services. This Section of the Digital Privacy Policy explains our information practices in the United States with respect to information provided by children under the age of 13. Please note that this Section of the Digital Privacy Policy applies regardless of whether your child uses a computer, mobile phone, tablet, or other device to access our Digital Services.

WHAT INFORMATION DO WE COLLECT?
Information your child provides directly
Some Duke Energy Digital Services enable your child to give us information directly. For example, your child may be asked to provide the email address of his or her parent or guardian in connection with registering for a Digital Service. With your consent, we may combine the parental email address information we collect from your child with information about your Duke Energy customer account.

Information about your child's use of the Digital Services
We may also collect information about your child's use of our Digital Services through software on the device your child uses and other means. For example, we may collect:

- **Log information -** such as the time and duration of your child's use of the Digital Service, and any information stored in cookies that we have set on the device.

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- **Device information -** such as the hardware model, IMEI number and other unique device identifiers, MAC address, IP address, operating system versions, and settings.
- **Other information** about your child's use of the Digital Services, such as how your child interacts with content offered through a Service.

HOW DO WE USE YOUR CHILD'S INFORMATION?
We may use information we collect from your child for the following purposes:

- to provide a Digital Service or feature your child requests;
- to notify and communicate with you, the child's parent or guardian, about your child's use of the Digital Service;
- to provide customized content and provide personalized services based on your child's past activities on our Digital Services;
- for assessment and analysis of our market, customers, products, and services; and
- to understand the way people use our Digital Services so that we can improve them and develop new products and services.

TO WHOM DO WE DISCLOSE YOUR INFORMATION?
We will not disclose information collected from your child to third parties for their own independent marketing or business purposes without your further consent. However, we may disclose such information to the following entities:

- **Service providers**. We may disclose the information collected from your child to companies that provide services for or on behalf of us, such as companies that help our Digital Services to function. These entities are limited in their ability to use the information collected from your child for purposes other than providing services for us.
- **Other Parties When Required by Law or as Necessary to Protect Our Services**. There may be instances when we disclose information collected from your child to other parties:

1. to comply with the law or respond to compulsory legal process (such as a search warrant or other court order);
2. to verify or enforce compliance with the policies governing our Digital Services; and
3. to protect the rights, property, or safety of Duke Energy Corporation, or any of our respective affiliates, business partners, or customers.

- **Other Parties in Connection with Corporate Transactions**. We may disclose information collected from your child to a third party as part of a merger or transfer, or in the event of a bankruptcy.

DATA RETENTION AND DELETION
As a parent or guardian, you can review or have the information collected from your child deleted. You may also refuse to permit further collection or use of the information. To do so, please email our Data Privacy Program at dataprivacy@duke-energy.com or contact us using the information below.

• California Consumer Privacy Statement

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Duke Energy Corporation

CALIFORNIA CONSUMER PRIVACY STATEMENT

Last Updated: July 1, 2021

This California Consumer Privacy Statement ("Statement") supplements the Digital Privacy Policy available at https://www.duke-energy.com/legal/privacy. It applies solely to California consumers and addresses personal information we collect both online and offline. This Statement does not apply to Duke Energy personnel. Sections 2-5 of this Statement do not apply to job applicants.

This Statement uses certain terms that have the meaning given to them in the California Consumer Privacy Act of 2018 and its implementing regulations (the "CCPA").

1. Notice of Collection and Use of Personal Information

We may collect (and may have collected during the 12-month period prior to the effective date of this Statement) the following categories of personal information about you:

- **Identifiers:** identifiers such as a real name, alias, postal address, unique personal identifier (such as a device identifier; cookies, beacons, pixel tags, mobile ad identifiers and similar technology; customer number, unique pseudonym, or user alias; telephone number and other forms of persistent or probabilistic identifiers), online identifier, internet protocol address, email address, account name, Social Security number, driver's license number, and other similar identifiers

- **Additional Data Subject to Cal. Civ. Code § 1798.80:** signature, physical characteristics or description, state identification card number, education, bank account number, credit card number, debit card number, and other financial information and medical information

- **Protected Classifications:** characteristics of protected classifications under California or federal law, such as race, color, national origin, age, sex, gender, marital status, medical condition, disability, citizenship status, and military and veteran status

- **Commercial Information:** commercial information, including records of personal property, products or services purchased, obtained, or considered, and other purchasing or consuming histories or tendencies

- **Online Activity:** Internet and other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding your interaction with websites, applications or advertisements

- **Geolocation Data** such as information we collect about your location through our Digital Services

- **Sensory Information:** audio, visual, electronic and similar information

- **Employment Information:** professional or employment-related information

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- **Inferences:** inferences drawn from any of the information identified above to create a profileabout you reflecting your preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes

We may use (and may have used during the 12-month period prior to the effective date of this Statement) your personal information for the purposes described in the How We Use the Information We Obtain section of our Digital Privacy Policy and for the following business purposes specified in the CCPA:

- Performing services, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services, providing analytics services, or providing similar services
- Auditing related to a current interaction with you and concurrent transactions, including, butnot limited to, counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance
- Short-term, transient use, including, but not limited to, the contextual customization of ads shownas part of the same interaction
- Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity
- Debugging to identify and repair errors that impair existing intended functionality
- Undertaking internal research for technological development and demonstration
- Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by us, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by us
- Managing career opportunities with Duke Energy

2. Sources of Personal Information

During the 12-month period prior to the effective date of this Statement, we may have obtained personal information about you from the following categories of sources:

- Directly from you, such as when you purchase or obtain our products or services
- Others who use our services such as your family or friends
- Your devices, such as when you visit our Digital Services
- Our affiliates and subsidiaries
- Vendors who provide services on our behalf
- Online advertising services and advertising networks
- Data analytics providers
- Government entities

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- Operating systems and platforms
- Social networks

3. Sale of Personal Information

We do not sell your personal information in exchange for monetary consideration. We may allow certain third parties (such as online advertising services) to collect your personal information via automated technologies on our Digital Properties in exchange for non-monetary consideration. We share the categories of personal information listed below for online advertising purposes and to provide third-party social network features and functionality on our Digital Properties. You have the right to opt-out of this disclosure of your information, which may be considered a "sale" under California law.

During the 12-month period prior to the effective date of this Statement, we may have sold the following categories of personal information about you to online advertising services and social networks:

- Identifiers
- Online Activity
- Geolocation Data
- Inferences

We do not have actual knowledge that we sell personal information of minors under 16 years of age.

4. Sharing of Personal Information

During the 12-month period prior to the effective date of this Statement, we may have shared your personal information with certain categories of third parties, as described below.

We may have disclosed the following categories of personal information about you for a business purpose to the following categories of third parties:

Category of Personal Information	Category of Third Party
Identifiers	• Our affiliates and subsidiaries • Others who use our services such as your family or friends • Vendors who provide services on our behalf • Professional services organizations, such as auditors and law firms • Online advertising services and advertising networks • Data analytics providers • Operating systems and platforms • Social networks
Additional Data Subject to Cal. Civ. Code § 1798.80 Law	• Our affiliates and subsidiaries • Vendors who provide services on our behalf • Professional services organizations, such as auditors and law firms

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	• Data analytics providers • Operating systems and platforms
Protected Classifications	• Our affiliates and subsidiaries • Vendors who provide services on our behalf • Professional services organizations, such as auditors and law firms • Operating systems and platforms
Commercial Information	• Our affiliates and subsidiaries • Vendors who provide services on our behalf • Professional services organizations, such as auditors and law firms • Online advertising services and advertising networks • Data analytics providers • Operating systems and platforms • Social networks
Online Activity	• Our affiliates and subsidiaries • Vendors who provide services on our behalf • Professional services organizations, such as auditors and law firms • Online advertising services and advertising networks • Data analytics providers • Operating systems and platforms • Social networks
Geolocation Data	• Our affiliates and subsidiaries • Others who use our services such as your family or friends • Vendors who provide services on our behalf • Professional services organizations, such as auditors and law firms • Online advertising services and advertising networks • Data analytics providers • Operating systems and platforms • Social networks
Sensory Information	• Our affiliates and subsidiaries • Vendors who provide services on our behalf • Professional services organizations, such as auditors and law firms • Online advertising services and advertising networks • Data analytics providers

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	• Operating systems and platforms
Employment Information	• Our affiliates and subsidiaries • Vendors who provide services on our behalf • Professional services organizations, such as auditors and law firms • Operating systems and platforms
Inferences	• Our affiliates and subsidiaries • Vendors who provide services on our behalf • Professional services organizations, such as auditors and law firms • Online advertising services and advertising networks • Data analytics providers • Operating systems and platforms • Social networks

In addition to the categories of third parties identified above, during the 12-month period prior to the effective date of this Statement, we may have shared personal information about you with government entities.

5. California Consumer Privacy Rights

If you are a California consumer, you have certain choices regarding your personal information, as described below.

Access: You have the right to request, twice in a 12-month period, that we disclose to you the personal information we have collected, used, disclosed and sold about you during the past 12 months.

Deletion: You have the right to request that we delete certain personal information we have collected from you.

Opt-Out of Sale: You have the right to opt-out of the sale of your personal information.

Shine the Light Request: You also may have the right to request that we provide you with (a) a list of certain categories of personal information we have disclosed to third parties for their direct marketing purposes during the immediately preceding calendar year and (b) the identity of those third parties.

How to Submit a Request. To submit an access request, complete the CCPA Right to Know Request Form. To submit a deletion request, submit the CCPA Right to Delete Request Form. To opt-out of the sale of your personal information to third parties, complete the CCPA Right to Opt-Out of Sale Request Form.

To submit a Shine the Light request, email us at dataprivacy@duke-energy.com.

To make a request as an authorized agent on behalf of another individual, complete either the CCPA Individual Requestor Authorized Agent Request Form or the CCPA Legal Entity Requestor Authorized Agent Request Form, as appropriate.

For questions or concerns about our privacy policies and practices, please contact us as described in the How to Contact Us section of our Digital Privacy Policy.

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Verifying Requests. To help protect your privacy and maintain security, we will take steps to verify your identity before granting you access to your personal information or complying with your request. If you have an account with us, we may verify your identity by requiring you to sign in to your account. If you do not have an account with us and you request access to or deletion of your personal information, we may require you to provide any of the following information: name, email address on file, phone number on file, an address on file, and/or information associated with a recent transaction, such as a the total of your latest utility bill or purchase. In addition, if you do not have an account and you ask us to provide you with specific pieces of personal information, we may require you to sign a declaration under penalty of perjury that you are the consumer whose personal information is the subject of the request.

Additional Information. If you choose to exercise any of your rights under the CCPA, you have the right to not receive discriminatory treatment by us. To the extent permitted by applicable law, we may charge a reasonable fee to comply with your request.

Updates to Our Digital Privacy Policy

This Digital Privacy Policy may be updated periodically and without prior notice to you to reflect changes in our personal information practices. We will indicate at the top of the policy when it was most recently updated.

How to Contact Us

If you have any questions about this Digital Privacy Policy or our privacy practices, or if you would like us to update information we have about you, change your preferences or exercise other applicable privacy rights, please email our Data Privacy Program at dataprivacy@duke-energy.com or contact us using the information below:

	Duke Energy	Duke Energy Progress
General Correspondence Address *Not for customer account*	550 S. Tryon Street Charlotte, NC 28202	P.O. Box 1771 Raleigh, NC 27602

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inquiries or payments		
Customer Service Email/Web	Contact Us	Contact Us
Customer Service Telephone	Carolinas - 800.777.9898 Florida - 800.700.8744 Indiana - 800.521.2232 Ohio and Kentucky - 800.544.6900	Carolinas - 800.452.2777

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WELCOME BROCHURE FOR DUKE ENERGY CAROLINAS, LLC AND DUKE ENERGY PROGRESS, LLC CUSTOMERS

SENT ELECTRONICALLY

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DUKE ENERGY®

Welcome to the neighborhood.

A handbook for residential customers in South Carolina

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Welcome to the Duke Energy service area.

To help you settle in, here's some useful information about your electric service and the many programs and services we offer in South Carolina.

Our goal is to deliver safe and reliable energy at the lowest possible cost. As an energy provider for more than 100 years, we are committed to continually finding better ways to serve our customers.

Together with you, we strive to make our communities great places to live and work.

To learn more about Duke Energy or any of the subjects covered in this booklet, visit duke-energy.com.

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Electric essentials

Contact us

Our friendly and knowledgeable customer care specialists are available to assist from 7 a.m. to 9 p.m. Monday through Friday at 800.777.9898.

You also have access to Duke Energy's automated phone service 24 hours a day, seven days a week at 800.777.9898.

And sign up for Online Services at duke-energy.com to access your account and payment details anytime.

Reporting a power outage

When outages occur, we make every effort to restore power as quickly and safely as possible. If you experience a loss of power not caused by a blown fuse or tripped circuit breaker in your home, please report the outage by calling 800.POWERON (800.769.3766) – or report the outage online at duke-energy.com from your computer or mobile device. Be prepared to enter the phone number, account number and Social Security number associated with your account.

- **Call 800.POWERON** (800.769.3766)
  Call to report your outage, report a downed power line, receive information on known outages, hear estimated times of restoration and request a callback to verify that your service has been restored.
- **Visit duke-energy.com**
  Visit our website to report your outage, check the status of your outage and track outages in your area.
- **Text OUT to 57801**
  Send us a text message from your mobile device to report your outage. Message and data rates may apply.

Power outage notifications*

Stay in the know about power outages in your neighborhood with outage alerts sent to your mobile or landline phone. Sign up now at duke-energy.com/energyalerts or text REG to 57801 to receive:

- Outage alerts by text or voice message
- Estimated restoration times and status updates
- Outage causes
- Notification when power is restored

*For residential and small business customers

Safety

Employee identification

All Duke Energy employees and agents are required to carry a company-issued photo ID. If an individual claiming to be a Duke Energy employee or agent requests access to your home or property, do not let them in if they cannot produce proper identification and state the reason for the visit.

Electric safety

The safety of our customers is a top priority for Duke Energy, and we encourage you to take the necessary precautions when working near overhead power lines or poles.

- Make certain ladders and/or antennas are at least 10 feet or twice their length from power lines, whichever is greater.
- Do not attempt to remove objects hanging from or limbs leaning against an overhead line.
- Always avoid fallen power lines. Report any downed line immediately by calling 800.POWERON (800.769.3766).

Call before you dig

If you are planning to dig or excavate on your property, it is your responsibility to inform Palmetto Utility Protection Service (PUPS) at 888.721.7877 or 811 at least three business days in advance. PUPS will notify a line-locating service to mark underground utility lines with color-coded paint. It's free – and it could save your life.

Contact PUPS at 811.

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Know your account

Understanding your bill

Duke Energy will read your electric meter once a month to determine the amount of electricity used during the billing period. This reading allows us to calculate your monthly bill. When you receive your bill, it is important to review the "Amount Due" and "Current Charges Past Due After" sections of the bill. Please see the sample bill on page 8.

If for some reason you do not receive a bill, please contact us immediately. You are still responsible for payment for the electricity used in the prior month.

Visit duke-energy.com to learn how to read your meter or to view your bill information online.

Billing and payment options

Equal Payment Plan

Once you've established a satisfactory payment history, you'll be eligible for our Equal Payment Plan. This billing option allows you to pay the same amount each month. Your monthly payment is an average on the amount of electricity used during a 12-month period. The average estimated usage is billed in equal payments over the first 11 months. In the 12th month, we compare the actual usage with the amount estimated. If you paid for more electricity than you used over the first 11 months, we'll credit your account the difference.

If you used more electricity than you paid for, then you're billed for that amount. To sign up for the Equal Payment Plan, visit duke-energy.com/equal-payment-plan or call us at 800.777.9898.

Paperless Billing

Paperless Billing is a free service that provides you the convenience of receiving, viewing and paying your bill online. Once you sign up for Paperless Billing, you'll have the option to set up automatic monthly payments or make an immediate payment. Enroll at duke-energy.com/paperless.

Automatic Payment Plan

This free service will automatically withdraw your payment from your bank account each month. Once you enroll in the Automatic Payment Plan, you have the option to select a payment date that is 10 to 24 days after your bill date to have funds withdrawn. Your payments will appear on your monthly bank statement. Sign up at duke-energy.com or call 800.777.9898.

One-time payments

Pay with an electronic check, debit or credit card anytime at duke-energy.com or by phone at 800.777.9898. Be sure to have your Duke Energy account number available. A small convenience fee is required for each transaction.

You can also make free one-time payments directly from your checking or savings account by logging in to your Online Services account at duke-energy.com.

Pay by mail

If you're paying by mail, enclose the bill stub along with your payment to ensure that the account is credited properly. Always mail a check or money order. Please do not send cash. To avoid late fees, allow adequate time for delivery.

Mailing address for all bill payments, with or without a bill stub:

Duke Energy
P.O. Box 70516
Charlotte, NC 28272-0516

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Understanding your bill

DUKE ENERGY

JOHN DOE
0000 STREET

Account Number	**0000000000**
Verification Code	0
Bill Date	09/30/2014
Current Charges Past Due After	**10/27/2014**

Account number

Bill date

Past due after date

Service From: AUG 28 to SEP 29 (32 Days)

Your next scheduled meter reading will occur between OCT 28 and OCT 31

PREVIOUS BILL AMOUNT	*PAYMENTS (-)*	*NEW CHARGES (+)*	*ADJUSTMENTS (+ OR -)*	*AMOUNT DUE (=)*
$115.18	*$115.18*	*$119.80*	*$0.00*	*$119.80*

Meter number and readings

METER NUMBER	METER READINGS: PREVIOUS	PRESENT	MULTI-PLIER	TOTAL USAGE	RATE SCHEDULE DESCRIPTION	AMOUNT
000000	49803	50739	1	936 kWh	RS - Residential Service	100.50
					Home Wiring Repair Plan W/Wtr Line	6.95
					Coverage Through Month 11	
					Wtr Htr(E) Repair/Replace Plan	4.95
					Coverage Through Month 11	
					Renewable Energy Rider	.34

Amount Due	112.74

Amount due

Average usage and cost comparison

Electricity Usage	This Month	Last Year
Total kWh	936	760
Days	32	28
Avg kWh per Day	29	27
Avg Cost per Day	$3.14	$2.88

Our records indicate your telephone number is 000-000-0000. If this is incorrect, please follow the instructions on the back of the bill.

A late payment charge of 1.5% will be added to any past due utility balance not paid within 24 days of the bill date.

Take control of your energy use with Home Energy House Call
A $180 value, for FREE. Eligible homeowners can get a free in-home energy assessment, free CFLs, a free showerhead, and more. Sign up at duke-energy.com/housecall or 844.346.4366

Save time, save money. Get FREE CFL bulbs
...or deeply discounted CFLs and LEDs. Visit us online at duke-energy.com/SaveOnBulbs or check your free CFL eligibility by calling 800.943.7585 and choosing option 4. Either way, we'll deliver bulbs right to your door.

Duke Energy contact information

For Correspondence: PO BOX 1090 CHARLOTTE NC 28201-1090
DUKE PHONE: 800-777-9898 www.duke-energy.com

RETURN THIS PORTION WITH YOUR PAYMENT TO THE ADDRESS BELOW. THANK YOU FOR YOUR BUSINESS.
003493
501

CREDIT CODE 1

003212 1 AV 0.278 **R010

JOHN DOE
JANE DOE
0000 STREET
CITY ST 00000-0000

Account Number	**0000000000**
Verification Code	**0**
Amount Due	**$119.80**
Current Charges Past Due After	**10/27/2014**

PO BOX 70516
CHARLOTTE NC 28272-0516

DUKE ENERGY

Total Amount Enclosed $

Visit us at www.duke-energy.com

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Pay agents

Pay agents are local businesses authorized to accept cash, check and money order payments for Duke Energy bills. To locate the Duke Energy preferred pay agent nearest you, visit duke-energy.com, call Duke Energy Customer Service at 800.777.9898, or use the simple tool on our mobile website at m.duke-energy.com. Some preferred pay agents charge a convenience fee; others do not. No part of the fee is payable to Duke Energy. Payments made through preferred pay agents will post to your account immediately.

Other area businesses may accept Duke Energy payments, but they will not post immediately to your account. We recommend using only the preferred pay agents listed on our website. "Unauthorized agents" normally charge a transaction fee, and payments can take up to five days to post.

Security deposits

We may collect a security deposit from customers who haven't established a satisfactory credit history. The deposit will be refunded once you've established a satisfactory payment history. Interest is paid on deposits held more than six months. Deposits can be paid by cash, check, money order or credit card.

You can establish a satisfactory credit history by:

- **Making payments on time**
  Your payment history is considered "satisfactory" once you've been a Duke Energy residential customer for 12 months and haven't had more than two late payments – or your power disconnected due to nonpayment – in the past 12 months. If you were a Duke Energy customer in the past two years, we'll use the most recent 12-month service period to determine your payment history.
- **Maintaining a satisfactory credit rating**
  With the proper identification, we will check your credit rating with your permission through a national credit bureau when you're establishing a new account, or if you're a previous customer who has not had active service within the last 24 months. If the rating is satisfactory, your credit is established.
- **Guarantee of payment**
  You can also use a guarantor to avoid paying a security deposit. Another Duke Energy customer with established good credit can guarantee the amount of your deposit. You can request a guarantor form by calling 800.777.9898, or print the form at duke-energy.com.

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If you are unable to satisfactorily establish credit in one of the ways above, Duke Energy may request a cash deposit if there have been two consecutive or more than two consecutive 30-day arrears within the last 24 months. The amount of the deposit may also be adjusted based on the customer's actual usage history. The deposit will be refunded once you've established a satisfactory payment history. Interest is paid on deposits held more than six months. Deposits can be paid by cash, check, money order or credit card.

Past-due bills and payment assistance

Late-payment charge

Bills for residential service are due upon receipt and become past due on the 25th day after the date of the bill. Disconnection proceedings may be initiated at that time. The date shown on your bill as the "past due after" date is the last day you can pay before the bill becomes past due. Any amount not paid 25 days after the bill date is subject to a 1.5 percent late payment charge.

Payment arrangements

Customers who do not pay their electric bill are subject to having their service disconnected. However, we realize that financial emergencies occur. **If you receive a disconnection notice and cannot pay by the disconnection date, please call Duke Energy at 800.777.9898 to discuss possible payment arrangements.**

Disconnection for nonpayment

If electric service is disconnected, a reconnection fee will be charged. In addition, the total past-due amount and a deposit may be required before the service is restored. It is your responsibility to make these arrangements to have the power reconnected. The reconnection fee is $15.

Other reasons for disconnection

Duke Energy may find it necessary to disconnect electric service for other reasons. These include:

- Misrepresenting your identity as a customer
- Violating any terms and conditions of your agreement with Duke Energy, or violating any of Duke Energy's service regulations that are part of the agreement
- Using electric service in a way that is harmful or unsafe
- Using electric service in a way that conflicts with or violates orders, ordinances or laws of the state or any of its subdivisions, or of a regulatory commission
- Using wiring, equipment, appliances or devices that bypass Duke Energy's meter or that prevent or interfere with the meter's ability to measure electric usage
- Failing to comply with the terms and conditions of a deferred payment agreement
- Failing or refusing to make, restore or increase a deposit when required

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Customer services

Online Services

With Duke Energy's Online Services, you can:

- Easily view and pay your bills online
- Compare bills from month to month or year to year
- Find out how much you spend on cooling, heating, lighting and other ways your home uses energy
- Compare your energy use to similar homes in your area
- Complete a brief energy survey and get customized recommendations to help you save energy and money

To learn more, visit the South Carolina Residential page at duke-energy.com.

You can also access account information and pay your bill on our mobile website. Simply visit m.duke-energy.com on your smartphone.

By phone

Call 800.777.9898. You can speak with a customer care specialist or use our automated phone system to:

- Hear detailed information on your account and recent payments
- Pay your bill
- Hear information on outages, emergencies or outdoor lighting repairs
- Stop or transfer service
- Learn about energy-saving programs

Transferring/disconnecting service

Transferring service

If you plan to move to another location within the Duke Energy service area, you can transfer your service to the new address.

- Log in to Online Services at duke-energy.com or call 800.777.9898.
- Have the dates of connection to your new address and disconnection from your old address ready.
- Schedule your transfer of service at least five business days in advance of your move.

Please note that, for some products and services, you may need to re-enroll for your new address. For more information, please visit duke-energy.com or call 800.777.9898.

Disconnecting service

To stop your services with Duke Energy:

- Log in to Online Services at duke-energy.com or call 800.777.9898.
- Schedule your request at least five business days in advance of the date you would like the service stopped.
- We'll need to know the date you'd like the power disconnected and a forwarding mailing address for the final bill.

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Special assistance services

Visually impaired

Bills in Braille

We are happy to provide bills in Braille for the visually impaired. Customers can sign up on duke-energy.com or call 800.777.9898.

Large-print bills

Our large-print bill is designed to make reading your monthly Duke Energy bill a bit easier. To request bills printed on larger paper with larger print, visit duke-energy.com or call 800.777.9898.

Hearing and speech impaired

Duke Energy offers a toll-free relay service number to handle communications with our hearing- and speech-impaired customers. Call 800.735.8583 or 711 for assistance.

Assistance for non-English-speaking customers

If you prefer to communicate in a language other than English, call 800.777.9898 and inform the customer care specialist of your preferred language.

Third-Party Notification

Third-Party Notification is a free service designed to act as a safety net for customers who are elderly, are frequently out of town or who have other special needs. The program provides a secondary notification when electric service is subject to disconnection for nonpayment. The third party can give the customer a friendly reminder or act on the customer's behalf. The third party is not responsible for payment of the bill.

For more information visit duke-energy.com or call 800.777.9898.

Medical Alert

This service recognizes our customers with special medical needs. It is designed to help ensure careful handling of accounts where the disconnection of electric service for a past due bill could adversely affect the well-being of an occupant. And while Duke Energy cannot guarantee uninterrupted electric service, we do place special indicators on Medical Alert customers' records and equipment to ensure sensitive handling if the account is subject to disconnection for nonpayment.

Medical Alert status does not mean that your power will not be disconnected for nonpayment or interrupted due to an outage. Also, when there is a major outage, participation does not mean that you will be the first to have power restored. Customers with medical needs should make preparations in advance for extended outages due to storms or other causes. A Medical Alert form is needed to qualify for this service. For more information, please call us at 800.943.6914.

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Notes:

Welcome home.

Thank you for being a Duke Energy customer.
We look forward to serving you.

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Quick reference guide

Report power outages
800.POWERON (800.769.3766)

Duke Energy website
www.duke-energy.com

Duke Energy mobile website
m.duke-energy.com

Email
contactus@duke-energy.com

Customer service
800.777.9898

Overhead power line safety
800.777.9898

Relay service (TTY)
800.735.2962 or 711

Palmetto Utility Protection Service (Call Before You Dig)
888.721.7877 or 811

www.duke-energy.com

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BILL OF RIGHTS

FOR RESIDENTIAL CUSTOMERS OF ELECTRIC UTILITIES COMPANIES

The South Carolina Office of Regulatory Staff ("ORS") and the Public Service Commission of South Carolina ("PSC") want customers of electrical utility companies to know their rights and responsibilities and whom to contact for assistance with questions or problems regarding regulated electric service. Regulated electrical utilities include Dominion Energy South Carolina, Inc., Duke Energy Carolinas, LLC, Duke Energy Progress, Inc., and Lockhart Power Company.

BE AN INFORMED CUSTOMER. KNOW YOUR RIGHTS.

1. As a general rule, you have the right to establish electric service if you meet the following requirements: a) provide satisfactory identification and credit worthiness, b) provide necessary and reasonable access to your property, and c) your utilization of the electric service does not pose a hazardous or dangerous condition. If you have any questions concerning your right to service, you should contact the electrical utility serving your area.

2. **You have the right** to establish electric service if you satisfactorily establish your identity and credit and neither you nor any member of your household is indebted to the electrical utility. You may be required to pay a deposit if any one of the following conditions exist: a) you have had two (2) consecutive 30-day arrears in the past twenty-four (24) months or more than two (2) nonconsecutive 30-day arrears in the past twenty-four (24) months; b) you cannot furnish either an acceptable co-signer or guarantor, who is a customer of the same electrical utility with good credit, within the State of South Carolina, to guarantee payment of unpaid bills up to the amount of the maximum deposit; c) your electric service has been terminated for non-payment or fraudulent use; or d)

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the utility determines, through use of commercially acceptable methods, that your credit and financial condition warrants a deposit. **You have the right** to have all conditions of obtaining service explained to you by the utility's personnel.

3. If you are required to make a deposit, the maximum amount cannot exceed an amount equal to an estimated two (2) months (60 days) billing for a new customer or for an existing customer an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding 12 months or for a portion of the year if the service is on a seasonal basis for an existing customer.

4. If you make a deposit with the utility, you have the right to have the deposit returned after two years unless you have had two (2) consecutive 30-day arrears in the past twenty-four (24) months or more than two (2) non-consecutive 30-day arrears in the past twenty-four (24) months or your service has been terminated for nonpayment or fraudulent use or you discontinue service with the electrical utility. Deposits held longer than six (6) months accrue interest at a rate prescribed by the PSC.

5. You have the right to avoid late payment fees if you pay your bill within twenty-five (25) days of the billing date shown on your electric bill for current monthly charges. A maximum of one and one-half percent (1½%) may be added to any unpaid balance not paid within twenty-five (25) days of the billing date to cover the cost of collection and carrying accounts in arrears.

6. You have the right to written notice from your electrical utility before your electric service is disconnected for non-payment. The notice will include information to contact the utility, the total amount owed, the date and amount of the last payment, and the date for payment or satisfactory payment arrangements for payment by installments.

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7. You have the right to designate a third party (such as a friend, relative, or organization) who is willing to receive a copy of your service disconnection notice. This party may be able to help you arrange for payment to prevent having your service disconnected but is not obligated to pay your bill.

8. You have the right to defer service disconnection during the months of December through March by providing an authorized medical certificate to the electrical utility at least three (3) days prior to service disconnection or to the utility's disconnection crew at the time of disconnection. The medical certificate application provided by the electrical utility must be signed by a licensed physician stating that disconnection of service would be especially dangerous to your health or the health of a member of your household. The certificate must be signed by you stating that you are unable to pay by installments the amount of the charges due for your electric service. A certificate shall expire on the 31st day from the date of execution by the physician. Such certification may be renewed no more than three (3) times for an additional thirty (30) day period each. (You have the responsibility to make a good faith effort to make payments for electric service rendered during the period of time covered by the medical certificate to prevent possible disconnection when the certificate expires. The medical certificate does not relieve you of your obligation to pay for electric service.)

9. You have the right, prior to a scheduled disconnection of your service, to arrange with the electrical utility for a deferred payment plan to make payment by installments if you can show that you are unable to pay the amount due. In this deferred payment plan, you must pay, in full, the installment payment and the current month's charges by the past due date. This deferred payment plan will require installment payments of not less than 1/6 of your arrears balance for a period not to exceed six (6) months. You are not eligible for

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another deferred payment plan if you currently are under a deferred payment plan. The utility may terminate service if you fail to meet the terms and conditions of such deferred payment plan.

10. If the electrical utility has overcharged you as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error, you have the right to a credit or refund of the excess amount paid, not to exceed the applicable statute of limitations.

11. If the electrical utility has undercharged you for any reason other than customer fraud or theft, you have the right to pay in equal installments the deficient amount resulting from the electrical utility undercharging you. Undercharges not resulting from customer fraud or theft could occur as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error. The equal installment amount shall be added to the bill over the same number of billing periods during which you were undercharged.

12. You have the right to have the electrical utility test the accuracy of the meter serving your residence if you suspect a malfunction. This test will be conducted, without charge, if requested more than twelve (12) months from the date of the meter installation or from the last date the meter was tested for accuracy. You have the right to be present or to appoint a representative to be present when the electrical utility tests the meter. You have the right to be furnished with the results of the meter test. If an overcharge or undercharge occurred as a result of a fast or slow meter with an error in registration of more than two percent (2%), the bills will be increased or decreased accordingly for a period up to sixty (60) days.

13. You have the right, upon request, to receive assistance from the electrical utility in selecting the most economical ra

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schedule applicable, information about the method of reading meters, and billing procedures.

14. You have the right to a statement of your energy usage for the past twelve (12) months provided by the electrical utility upon your request.

15. You have the right to contact the electrical utility at all hours in case of emergency or unscheduled interruptions in your electric service.

16. You have the right to have complaints promptly and thoroughly investigated by the electrical utility.

17. You have the right, upon request, to review the written procedures established by the electrical utility for service termination due to nonpayment for special needs account customers and for all residential customers during extreme hot or cold weather conditions. All electrical utilities shall publish their procedures for termination of service on their websites.

18. If you need assistance with a complaint against your electrical utility that you cannot resolve by dealing with the utility on your own, you have the right to call the ORS's Consumer Services Department. The Consumer Services Department will work with you and the electrical utility in an effort to resolve your complaint. The ORS is located in Columbia and can be reached by calling toll free 1.800.922.1531 or local 803.737.5230 or online at ORS.SC.GOV.

19. If you are unable to resolve your complaint by working with the electrical utility or with the ORS's Consumer Services Department, you have the right to file a formal complaint with the PSC and request a hearing. To file a complaint with the PSC, you should complete the PSC complaint form. This form is available at www.psc.sc.gov and can be completed and submitted online. You may also request a copy of the

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complaint form, including instructions for completing the form by contacting the PSC at 803.896.5100. If you choose to file a paper copy of your complaint with the PSC, submit it by: a) mailing it or hand delivering it to 101 Executive Center Drive, Suite 100, Columbia, South Carolina, 29210; or b) faxing it to 803.896.5199.

The ORS and the PSC want to inform you of your rights and responsibilities as a consumer and the responsibilities of your electrical utility. This statement provides you a summary of your rights as a customer of a regulated electrical utility. Not all services provided by the electrical utility are regulated. More detailed provisions are set out in law, commission rules and regulations, and the tariffs of the electrical utility.

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IMPORTANT CUSTOMER INFORMATION – RESIDENTIAL

DUKE ENERGY CAROLINAS
SOUTH CAROLINA

This brochure includes brief descriptions of Duke Energy's rate schedules for various categories of electricity use. The rate schedule is shown on your billing statement for each type of service you receive for that account.

Duke Energy's customer service representatives are available to all residential, industrial, and general service customers to help you determine the most appropriate rate.

If you have made changes in your usage characteristics or load, please contact us to ensure you are served on the most favorable rate and have the proper facilities installed to meet your service needs. Since customers are responsible for their own equipment and usage, it is your responsibility to notify Duke Energy of changes that might result in a different rate.

Additionally, you should notify us of significant decreases or increases in your bill if you have not changed your equipment or usage habits. We want to ensure that you are being billed correctly for the actual kilowatt-hours (kWh) you use.

If you would like a copy of a complete rate schedule or have questions about the application of rates, please contact Duke Energy at 800.777.9898 or visit duke-energy.com.

RESIDENTIAL RATE SCHEDULES

Residential rates are available for individually metered residences, condominiums, mobile homes and apartments that provide independent, permanent and complete facilities for living, sleeping, eating, cooking and sanitation. Separately metered uses at a residence are served under the general service schedule.

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Schedule RS is available to any residence..

Schedule RE is available to structures where all energy required for water heating, cooking, clothes drying and environmental space conditioning is supplied electrically, and where all energy used in the dwelling is recorded through a single meter.

Residences must: meet the minimum heat loss limitation specified in the schedule.

Schedule ES is available to structures which meet the Energy Star standards established by the U.S. Department of Energy and Environmental Protection Agency. The customer must have the home independently certified and must provide Duke Energy a copy of the ENERGY STAR certificate before service can be supplied under this schedule.

A lower rate is available for ENERGY STAR-certified residences where all energy required for water heating, cooking, clothes drying and environmental space conditioning is supplied electrically, and where all energy used in the dwelling is recorded through a single meter.

Schedule RB is closed and available only to those customers who the company determined qualified for the rate on Nov. 18, 1991 and who continue to be served on Schedule RB. This rate is not available for any new customer or any new structure.

Schedule RT is an optional time-of-use rate. Charges vary according to the time of day, day of the week and season that energy is used. Prices are lower for usage at night, on weekends and other "off-peak" times. This schedule is not generally advantageous to customers using less than 1,000 kWh per month.

Schedule WC offers a lower rate for residential electric water heating when Duke Energy controls the operation of the water heater, allowing it to operate during off-peak times. Under this Schedule, electric service to the water heater will be available at least six out of 24 hours. An installation fee may be required for the necessary control wiring.

Rider PM Power Manager, is a load control option for customers on Schedules RS, RE, ES and RB who are not served under Rider NM. This rider provides credits during the billing months of July through October for customers who allow the company to interrupt service to their central air conditioners when the company has capacity problems, and to cycle the air conditioner operation at other times. An installation fee may be required for the necessary control wiring.

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Remote Meter Reading and Usage Data Service Under this program, customers pay a monthly fee for remote meter reading and interval load data, and have the option of receiving a detailed analysis of energy usage.

OPTIONS FOR CUSTOMER GENERATORS

Residential customers who have solar photovoltaic, wind or other types of generators who wish to interconnect and operate in parallel with Duke Energy's system must meet certain requirements. The customer must make an application to interconnect, the system must meet the approved Interconnection Standard and be inspected and the customer must provide liability insurance. Customers with approved systems may select one of the following rate options:

Rider NM Net Metering is available to residential customers where photovoltaic, wind-powered, micro-hydro or biomass-fueled generation offsets a portion of the customer's electrical requirements provided by the Company. The system must not exceed the customer's load or 20 kilowatts (kW), whichever is less. Credits for excess energy may apply to succeeding month's energy charges, but any credit balance on June 1 is donated to the Company.

Schedule PP Purchased Power is available to customer generators who wish to sell the entire output of their generator to the Company but take all of their electrical requirements under a standard residential rate.

Schedule PP is available to customer generators who wish to sell the entire output of their generator to the Company but take all of their electrical requirements under a standard residential rate.

VOLUNTARY PROGRAMS SUPPORTING THE ENVIRONMENT AND RENEWABLE ENERGY

The following programs allow customers to make voluntary, taxdeductible contributions via their monthly electric bill.

PaCE (Palmetto Clean Energy) is a program that allows customers to contribute toward the purchase of energy from renewable resources, by purchasing 100 kWh blocks of energy.

Carolinas Carbon Offset Program allows customers to contribute toward the purchase of carbon offsets. Each block purchased represents 1,000 pounds of carbon offsets.

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LIGHTING

The Company offers all-night outdoor lighting service for a monthly fee that covers installation and maintenance under the following schedules:

Schedule OL is available to residential and nonresidential customers for lighting of private outdoor areas.

Effective Oct. 1, 2007, mercury vapor luminaires are not available for new installations. The Company will continue to maintain existing mercury vapor luminaires as long as lamps and/or alternative basis are available. If the luminaire cannot be repaired, the customer will be provided another available luminaire of a comparable size, at the price for the new luminaire.

BILLING INFORMATION

Bills are due and payable when rendered, and amounts not paid by the 25th day after the date of the bill shall be subject to a 1.5 percent late payment charge. Payments returned by the bank for good and sufficient reasons will be charged a $20 returned payment fee. If power is disconnected for nonpayment, a $15 reconnection fee must be paid before power can be restored.

In addition to obtaining customer information directly from its customers, Duke Energy, like many businesses, may receive and verify information from a consumer credit reporting agency.

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Duke Energy

Your Credit Report and the Price You Pay for Credit

What is a credit report?	A credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.
How did we use your credit report?	We used information from your credit report to set the terms of the credit we are offering you, such as the requirement of your deposit. The terms offered to you may be less favorable than the terms offered to consumers who have better credit histories.
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact Equifax, which is the consumer reporting agency from which we obtained your credit report. It is a good idea to check your credit report to make sure the information it contains is accurate.

continued on back

DUKE ENERGY®

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How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a copy of your credit report without charge for 60 days after you receive this notice. To obtain your free report, contact Equifax: By telephone: Call toll-free: 800.685.1111 By mail: Mail your written request to: Equifax P.O. Box 740241 Atlanta, GA 30374-0241 On the Web: equifax.com/creditreportassistance
How can you get more information about credit reports?	For more information about credit reports and your rights under federal law, visit the Federal Reserve Board's website at **federalreserve.gov**, or the Federal Trade Commission's website at **ftc.gov**.

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WELCOME BROCHURE FOR DUKE ENERGY CAROLINAS, LLC AND DUKE ENERGY PROGRESS, LLC CUSTOMERS

SENT BY U.S. MAIL

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DUKE ENERGY®

Welcome to the neighborhood.

A handbook for residential customers in South Carolina

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Welcome to the Duke Energy service area.

To help you settle in, here's some useful information about your electric service and the many programs and services we offer in South Carolina.

Our goal is to deliver safe and reliable energy at the lowest possible cost. As an energy provider for more than 100 years, we are committed to continually finding better ways to serve our customers.

Together with you, we strive to make our communities great places to live and work.

To learn more about Duke Energy or any of the subjects covered in this booklet, visit duke-energy.com.

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Electric essentials

Contact us

Our friendly and knowledgeable customer care specialists are available to assist from 7 a.m. to 7 p.m. Monday through Friday at 800.777.9898.

You also have access to Duke Energy's automated phone service 24 hours a day, seven days a week at 800.777.9898.

And sign up for Online Services at duke-energy.com to access your account and payment details anytime.

Reporting a power outage

When outages occur, we make every effort to restore power as quickly and safely as possible. If you experience a loss of power not caused by a blown fuse or tripped circuit breaker in your home, please report the outage by calling 800.POWERON (800.769.3766) – or report the outage online at duke-energy.com from your computer or mobile device. Be prepared to enter the phone number, account number and Social Security number associated with your account.

- **Call 800.POWERON** (800.769.3766)
  Call to report your outage, report a downed power line, receive information on known outages, hear estimated times of restoration and request a callback to verify that your service has been restored.
- **Visit duke-energy.com**
  Visit our website to report your outage, check the status of your outage and track outages in your area.
- **Text OUT to 57801**
  Send us a text message from your mobile device to report your outage. Message and data rates may apply.

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Power outage notifications*

Stay in the know about power outages in your neighborhood with outage alerts sent to your mobile or landline phone. Sign up now at duke-energy.com/EnergyAlerts or text REG to 57801 to receive:

- Outage alerts by text or voice message
- Estimated restoration times and status updates
- Outage causes
- Notification when power is restored

*For residential and small business customers

Safety

Employee identification

All Duke Energy employees and agents are required to carry a company-issued photo ID. If an individual claiming to be a Duke Energy employee or agent requests access to your home or property, do not let them in if they cannot produce proper identification and state the reason for the visit.

Electric safety

The safety of our customers is a top priority for Duke Energy, and we encourage you to take the necessary precautions when working near overhead power lines or poles.

- Make certain ladders and/or antennas are at least 10 feet or twice their length from power lines, whichever is greater.
- Do not attempt to remove objects hanging from or limbs leaning against an overhead line.
- Always avoid fallen power lines. Report any downed line immediately by calling 800.POWERON (800.769.3766).

Call before you dig

If you are planning to dig or excavate on your property, it is your responsibility to inform Palmetto Utility Protection Service (PUPS) at 888.721.7877 or 811 at least three business days in advance. PUPS will notify a line-locating service to mark underground utility lines with color-coded paint. It's free – and it could save your life.

Contact PUPS at 811.

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Know your account

Understanding your bill

Duke Energy will read your electric meter once a month to determine the amount of electricity used during the billing period. This reading allows us to calculate your monthly bill. When you receive your bill, it is important to review the "Amount Due" and "Current Charges Past Due After" sections of the bill. Please see the sample bill on page 8.

If for some reason you do not receive a bill, please contact us immediately. You are still responsible for payment for the electricity used in the prior month.

Visit duke-energy.com to learn how to read your meter or to view your bill information online.

Billing and payment options

Equal Payment Plan

Once you've established a satisfactory payment history, you'll be eligible for our Equal Payment Plan. This billing option allows you to pay the same amount each month. Your monthly payment is an average on the amount of electricity used during a 12-month period. The average estimated usage is billed in equal payments over the first 11 months. In the 12th month, we compare the actual usage with the amount estimated. If you paid for more electricity than you used over the first 11 months, we'll credit your account the difference. If you used more electricity than you paid for, you're billed for that amount. To sign up for the Equal Payment Plan, visit duke-energy.com/equal-payment-plan or call us at 800.777.9898.

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Paperless Billing

Paperless Billing is a free service that provides you the convenience of receiving, viewing and paying your bill online. Once you sign up for Paperless Billing, you'll have the option to set up automatic monthly payments or make an immediate payment. Enroll at duke-energy.com/paperless.

Automatic Payment Plan

This free service will automatically withdraw your payment from your bank account each month. Once you enroll in the Automatic Payment Plan, you have the option to select a payment date that is 10 to 24 days after your bill date to have funds withdrawn. Your payments will appear on your monthly bank statement. Sign up at duke-energy.com or call 800.777.9898.

One-time payments

Pay with an electronic check, debit or credit card anytime at duke-energy.com or by phone at 800.777.9898. Be sure to have your Duke Energy account number available. A small convenience fee is required for each transaction.

You can also make free one-time payments directly from your checking or savings account by logging in to your Online Services account at duke-energy.com.

Pay by mail

If you're paying by mail, enclose the bill stub along with your payment to ensure that the account is credited properly. Always mail a check or money order. Please do not send cash. To avoid late fees, allow adequate time for delivery.

Mailing address for all bill payments, with or without a bill stub:

Duke Energy
P.O. Box 70516
Charlotte, NC 28272-0516

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Understanding your bill

DUKE ENERGY.
JOHN DOE
0000 STREET

Service From: AUG 28 to SEP 29 (32 Days) Your next

PREVIOUS BILL AMOUNT	PAYMENTS (-)	NEW CH (+
$115.18	$115.18	$

METER NUMBER	METER READINGS: PREVIOUS	PRESENT	MULTI-PLIER	TOTA USAG
000000	49803	50739	1	9

Meter number and readings

Electricity Usage	This Month	Last Year
Total kWh	936	60
Days	32	28
Avg kWh per Day	29	27
Avg Cost per Day	$3.14	$ 88

Average usage and cost comparison

Take control of your energy use with me Ene
A $180 value, for FREE. Eligible hom owners ca
free showerhead, and more. Sign up uke-ene

Save time, save money. Get FREE CF bulbs
...or deeply discounted CFLs and LE Visit us
free CFL eligibility by calling 800.94 85 and
right to your door.

For Correspondence: PO BOX 1090 CHARLOT NC 282
DUKE PHONE: 800-777 98 www

RETURN THIS PORTION WITH YOUR PAYMENT TO THE ADDRESS W. THANK
003493
501

Duke Energy contact information

003212 1 AV 0.278 **R010

JOHN DOE
JANE DOE
0000 STREET
CITY ST 00000-0000

PO BOX 70516
CHARLOTTE NC 28272-05

DUKE ENERGY.

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Account Number	**0000000000**
Verification Code	0
Bill Date	09/30/2014
Current Charges Past Due After	**10/27/2014**

Account number

Bill date

Past-due-after date

t scheduled meter reading will occur between OCT 28 and OCT 31

HARGES +)	*ADJUSTMENTS (+ OR -)*	*AMOUNT DUE (=)*
$119.80	*$0.00*	*$119.80*

AL GE	RATE SCHEDULE DESCRIPTION	AMOUNT
36 kWh	RS - Residential Service	100.50
	Home Wiring Repair Plan W/Wtr Line Coverage Through Month 11	6.95
	Wtr Htr(E) Repair/Replace Plan Coverage Through Month 11	4.95
	Renewable Energy Rider	.34
	Amount Due	112.74

Amount due

Our records indicate your telephone number is 000-000-0000. If this is incorrect, please follow the instructions on the back of the bill.

A late payment charge of 1.5% will be added to any past due utility balance not paid within 24 days of the bill date.

rgy House Call
n get a free in-home energy assessment, free CFLs, a
rgy.com/housecall or 844.346.4366

online at duke-energy.com/SaveOnBulbs or check your
choosing option 4. Either way, we'll deliver bulbs

01-1090
duke-energy.com

YOU FOR YOUR BUSINESS. CREDIT CODE 1

Account Number	**0000000000**
Verification Code	**0**
Amount Due	**$119.80**
Current Charges Past Due After	**10/27/2014**

Total Amount Enclosed $

Visit us at www.duke-energy.com

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Pay agents

Pay agents are local businesses authorized to accept cash, check and money order payments for Duke Energy bills. To locate the Duke Energy preferred pay agent nearest you, visit duke-energy.com, call Duke Energy Customer Service at 800.777.9898, or use the simple tool on our mobile website at m.duke-energy.com. Some preferred pay agents charge a convenience fee; others do not. No part of the fee is payable to Duke Energy. Payments made through preferred pay agents will post to your account immediately.

Other area businesses may accept Duke Energy payments, but they will not post immediately to your account. We recommend using only the preferred pay agents listed on our website. "Unauthorized agents" normally charge a transaction fee, and payments can take up to five days to post.

Security deposits

We may collect a security deposit from customers who haven't established a satisfactory credit history. The deposit will be refunded once you've established a satisfactory payment history. Interest is paid on deposits held more than six months. Deposits can be paid by cash, check, money order or credit card.

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You can establish a satisfactory credit history by:

- **Making payments on time**
  Your payment history is considered "satisfactory" once you've been a Duke Energy residential customer for 12 months and haven't had more than two late payments – or your power disconnected due to nonpayment – in the past 12 months. If you were a Duke Energy customer in the past two years, we'll use the most recent 12-month service period to determine your payment history.
- **Maintaining a satisfactory credit rating**
  With the proper identification, we will check your credit rating with your permission through a national credit bureau when you're establishing a new account, or if you're a previous customer who has not had active service within the last 24 months. If the rating is satisfactory, your credit is established.
- **Guarantee of payment**
  You can also use a guarantor to avoid paying a security deposit. Another Duke Energy customer with established good credit can guarantee the amount of your deposit. You can request a guarantor form by calling 800.777.9898, or print the form at duke-energy.com.

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If you are unable to satisfactorily establish credit in one of the ways above, Duke Energy may request a cash deposit if there have been two consecutive or more than two consecutive 30-day arrears within the last 24 months. The amount of the deposit may also be adjusted based on the customer's actual usage history. The deposit will be refunded once you've established a satisfactory payment history. Interest is paid on deposits held more than six months. Deposits can be paid by cash, check, money order or credit card.

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Past-due bills and payment assistance

Late-payment charge

Bills for residential service are due upon receipt and become past due on the 25th day after the date of the bill. Disconnection proceedings may be initiated at that time. The date shown on your bill as the "past due after" date is the last day you can pay before the bill becomes past due. Any amount not paid 25 days after the bill date is subject to a 1.5% late-payment charge.

Payment arrangements

Customers who do not pay their electric bill are subject to having their service disconnected. However, we realize that financial emergencies occur. **If you receive a disconnection notice and cannot pay by the disconnection date, please call Duke Energy at 800.777.9898 to discuss possible payment arrangements.**

Disconnection for nonpayment

If electric service is disconnected, a reconnection fee will be charged. In addition, the total past-due amount and a deposit may be required before the service is restored. It is your responsibility to make these arrangements to have the power reconnected. The reconnection fee is $15.

Other reasons for disconnection

Duke Energy may find it necessary to disconnect electric service for other reasons. These include:

- Misrepresenting your identity as a customer
- Violating any terms and conditions of your agreement with Duke Energy, or violating any of Duke Energy's service regulations that are part of the agreement
- Using electric service in a way that is harmful or unsafe
- Using electric service in a way that conflicts with or violates orders, ordinances or laws of the state or any of its subdivisions, or of a regulatory commission
- Using wiring, equipment, appliances or devices that bypass Duke Energy's meter or that prevent or interfere with the meter's ability to measure electric usage
- Failing to comply with the terms and conditions of a deferred payment agreement
- Failing or refusing to make, restore or increase a deposit when required

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Customer services

Online Services

With Duke Energy's Online Services, you can:

- Easily view and pay your bills online
- Compare bills from month to month or year to year
- Find out how much you spend on cooling, heating, lighting and other ways your home uses energy
- Compare your energy use to similar homes in your area
- Complete a brief energy survey and get customized recommendations to help you save energy and money

To learn more, visit the South Carolina Residential page at duke-energy.com.

You can also access account information and pay your bill on our mobile website. Simply visit m.duke-energy.com on your smartphone.

By phone

Call 800.777.9898. You can speak with a customer care specialist or use our automated phone system to:

- Hear detailed information on your account and recent payments
- Pay your bill
- Hear information on outages, emergencies or outdoor lighting repairs
- Stop or transfer service
- Learn about energy-saving programs

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Transferring/disconnecting service

Transferring service

If you plan to move to another location within the Duke Energy service area, you can transfer your service to the new address.

- Log in to Online Services at duke-energy.com or call 800.777.9898.
- Have the dates of connection to your new address and disconnection from your old address ready.
- Schedule your transfer of service at least five business days in advance of your move.

Please note that, for some products and services, you may need to re-enroll for your new address. For more information, please visit duke-energy.com or call 800.777.9898.

Disconnecting service

To stop your services with Duke Energy:

- Log in to Online Services at duke-energy.com or call 800.777.9898.
- Schedule your request at least five business days in advance of the date you would like the service stopped.
- We'll need to know the date you'd like the power disconnected and a forwarding mailing address for the final bill.

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Special assistance services

Visually impaired

Bills in Braille

We are happy to provide bills in Braille for the visually impaired. Customers can sign up on duke-energy.com or call 800.777.9898.

Large-print bills

Our large-print bill is designed to make reading your monthly Duke Energy bill a bit easier. To request bills printed on larger paper with larger print, visit duke-energy.com or call 800.777.9898.

Hearing-speech impaired

Duke Energy offers a toll-free relay service number to handle communications with our hearing- and speech-impaired customers. Call 800.735.8583 or 711 for assistance.

Assistance for non-English-speaking customers

If you prefer to communicate in a language other than English, call 800.777.9898 and inform the customer care specialist of your preferred language.

Third-Party Notification

Third-Party Notification is a free service designed to act as a safety net for customers who are elderly, are frequently out of town or who have other special needs. The program provides a secondary notification when electric service is subject to disconnection for nonpayment. The third party can give the customer a friendly reminder or act on the customer's behalf. The third party is not responsible for payment of the bill.

For more information visit, duke-energy.com or call 800.777.9898.

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Medical Alert

This service recognizes our customers with special medical needs. It is designed to help ensure careful handling of accounts where the disconnection of electric service for a past-due bill could adversely affect the well-being of an occupant. And while Duke Energy cannot guarantee uninterrupted electric service, we do place special indicators on Medical Alert customers' records and equipment to ensure sensitive handling if the account is subject to disconnection for nonpayment.

Medical Alert status does not mean that your power will not be disconnected for nonpayment or interrupted due to an outage. Also, when there is a major outage, participation does not mean that you will be the first to have power restored. Customers with medical needs should make preparations in advance for extended outages due to storms or other causes. A Medical Alert form is needed to qualify for this service. For more information, please call us at 800.943.6914.

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Notes:

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Welcome home.

Thank you for being a Duke Energy customer.
We look forward to serving you.

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DUKE ENERGY®

Quick reference guide

Report power outages
800.POWERON (800.769.3766)

Duke Energy website
www.duke-energy.com

Duke Energy mobile website
m.duke-energy.com

Email
contactus@duke-energy.com

Customer service
800.777.9898

Overhead power line safety
800.777.9898

Relay service (TTY)
800.735.2962 or 711

Palmetto Utility Protection Service (Call Before You Dig)
888.721.7877 or 811

duke-energy.com

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Available Rate Options

Duke Energy Progress offers a variety of rate options and demand-side management/energy efficiency (DSM/EE) incentives for South Carolina residential customers. All residential rates apply to electricity used for domestic purposes in and around a residential dwelling unit. It is your responsibility to choose and qualify for the rate that best suits your needs. Duke Energy Progress will, however, be glad to provide you with information to help you make the most informed decision possible.

If you have any questions about these rates, please call Duke Energy Progress at **800.452.2777**. Complete rate schedules are available on our website at **duke-energy.com** or upon request. Details regarding DSM/EE incentives are available at **duke-energy.com/saveenergy**.

Residential Service Rate

Monthly bills under this rate are based on a basic facilities charge and the amount of electricity used, measured in kilowatt-hours (kWh).

Time-of-Use (TOU) Rates

Duke Energy Progress' optional TOU rates may benefit customers who can use a significant portion of their electrical usage during off-peak hours, when kilowatt (kW) demand and kWh charges are lower. Daily on-peak and off-peak hours differ from summer to nonsummer periods. All weekends and eight holidays each year are designated as off-peak periods. Either TOU rate option is available for a minimum of one year.

- The Residential Service Time-of-Use (R-TOUD) rate includes a basic facilities charge, a kW demand charge representing the highest demand established during on-peak hours each month and charges for on-peak and off-peak kWh usage.
- The Residential Service All-Energy Time-of-Use (R-TOUE) rate is similar to the R-TOUD rate described above, but it includes no kW demand charge. Instead, the charge for on-peak kWh is higher than the comparable charge under the R-TOUD rate.

Residential Service Energy Conservation Discount Rider

If your home is certified as meeting the Department of Energy/Environmental Protection Agency's ENERGY STAR® Labeled Home Certification, you may qualify for a discount on your kWh and kW charges.

Residential Service Load Control Riders – EnergyWise® Home

EnergyWise Home is a residential load control program that enables Duke Energy Progress to remotely adjust the air conditioning units of voluntary customer participants during periods of peak electricity demand, in exchange for an annual bill credit. Service may be interrupted to the appliance during periods of high customer demand. Interruption cycles will typically occur at 10- to 15-minute intervals for up to four hours, usually between 1 and 7 p.m., but no longer than 60 hours each season.

Area Lighting Service

Duke Energy Progress offers lighting for outdoor areas, private streets and private driveways. This lighting uses sodium vapor, metal halide or light-emitting diode (LED) units installed on Duke Energy Progress poles. Each type of fixture carries a different monthly charge. To receive Area Lighting Service, customers must contract for a number of years, which is dependent upon the type of installation.

Residential Subdivision Street Lighting Service

Under this rate, residents in subdivisions consisting of single-family or duplex dwelling units with a subdivision street lighting system are subject to monthly charges on their electric bills for street lighting.

Purchased Power Schedule

Customers who install generation equipment and produce power for sale of 2,000 kW or less to Duke Energy Progress may apply for this rate if they meet the requirements of the Federal Energy Regulatory Commission's Order No. 70 under Docket No. RM79-54. This rate provides for a monthly seller charge and energy and capacity credits based upon the time of generation.

Renewable Net Metering (RNM) Rider

Residential customers who install generation equipment of 20 kW or less may select service under the Renewable Net Metering rider and receive a credit for any excess generation. This rider is available to renewable energy generation systems including, but not limited to, solar photovoltaic, wind-powered, biomass-fueled and micro-hydro generating systems. A meter to measure the output of the customer's generator is required.

Palmetto Clean Energy Program (PaCE) Rider

Duke Energy Progress offers a voluntary green or renewable energy rider in conjunction with the statewide PaCE Program to any customers who desire to pay a premium above their current month's bill for one or more blocks of electricity generated from renewable energy resources. The PaCE rider provides for purchases of electricity from a mix of renewable resources such as solar, wind and methane from biomass. Minimum purchase is one 100-kWh block each month.

Residential DSM/EE Programs

The company's robust portfolio of programs includes the following:
The Neighborhood Energy Saver, Home Energy Improvement, Energy-Efficient Lighting, New Construction Energy Efficiency, Multi-family Energy Efficiency, Residential Energy Assessments, Save Energy and Water Kit, and My Home Energy Report. These programs offer rebates and other incentives to residential customers to encourage the efficient use of electricity. For details regarding each program, visit duke-energy.com/saveenergy.

Solar Programs

Upon application and acceptance, a one-time rebate payment is available to customers installing solar photovoltaic generation at their residence under the Residential Solar Rebate Program (RSRP). The installed capacity can't exceed 20 kW. Shared Solar Rider (SSR) allows customers to purchase solar output from a facility installed on the company's system. The customer pays an application fee and an initial and monthly subscription fee for a set amount of capacity, and receives a credit for the pro rata share of the output of the generating system. The contracted amount is limited to an amount based on the customer's annual energy usage.

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Welcome to Duke Energy Progress.

You can feel at home with us.

We've been here for more than a century and are committed to continue serving this area's energy needs with clean, reliable, affordable power.

Our balanced solution strategy combines energy efficiency, alternative energy and state-of-the-art power systems to ensure a secure energy future that meets our customers' changing energy needs. This innovative, environmentally responsible approach means you can continue to rely on us as an energy and community partner for many years to come.

In this brochure, you will find information about South Carolina residential electricity rates. In addition, you can visit our website or call the numbers below to learn more about the energy help we provide, including programs that can save you energy and money. Please contact us if we can provide any additional information or assistance. And welcome to the neighborhood!

Important Information

- Power outages: **800.419.6356**
- Applications for service/billing questions: **800.452.2777**
- Energy-saving tips: **duke-energy.com/saveenergy**
- Enroll in Paperless Billing: **duke-energy.com/ebill**
- Learn more: **duke-energy.com**

DUKE ENERGY® PROGRESS

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Bill of Rights

for Residential Customers of Electrical Utilities

The South Carolina Office of Regulatory Staff (ORS) and Public Service Commission of South Carolina (PSCSC) want customers of electrical utility companies to know their rights and responsibilities and whom to contact for assistance with questions or problems regarding regulated electric service. Regulated electrical utilities include South Carolina Electric & Gas Company, Duke Energy Carolinas LLC, Duke Energy Progress LLC and Lockhart Power Company.

Be an Informed Customer. Know Your Rights.

1. As a general rule, ***you have the right*** to establish electric service if you meet the following requirements: a) you provide satisfactory identification and creditworthiness, b) you provide necessary and reasonable access to your property and c) your utilization of the electric service does not pose a hazardous or dangerous condition. If you have any questions concerning your right to service, you should contact the electrical utility serving your area.

2. ***You have the right*** to establish electric service if you satisfactorily establish your identity and credit and neither you nor any member of your household is indebted to the electrical utility. You may be required to pay a deposit if any one of the following conditions exist: a) you have had two (2) consecutive 30-day arrears in the past twenty-four (24) months or more than two (2) nonconsecutive 30-day arrears in the past twenty-four (24) months, b) you cannot furnish either an acceptable co-signer or guarantor who is a customer of the same electrical utility with good credit within the state of South Carolina to guarantee payment of unpaid bills up to the amount of the maximum deposit, c) your electric service has been terminated for nonpayment or fraudulent use, or d) the utility determines, through use of commercially acceptable methods, that your credit and financial condition warrants a deposit. ***You have the right*** to have all conditions of obtaining service explained to you by the utility's personnel.

3. If you are required to make a deposit, the maximum amount cannot exceed an amount equal to an estimated two (2) months' (60 days') billing for a new customer or for an existing customer an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding 12 months or for a portion of the year if the service is on a seasonal basis for an existing customer.

4. If you make a deposit with the utility, ***you have the right*** to have the deposit returned after two years unless you have had two (2) consecutive 30-day arrears in the past twenty-four (24) months or more than two (2) nonconsecutive 30-day arrears in the past twenty-four (24) months or your service has been terminated for nonpayment or fraudulent use or you discontinue service with the electrical utility. Deposits held longer than six (6) months accrue interest at a rate prescribed by the PSCSC.

5. ***You have the right*** to avoid late-payment fees if you pay your bill within twenty-five (25) days of the billing date shown on your electric bill for current monthly charges. A maximum of one and one-half percent (1.5%) may be added to any unpaid balance not paid within twenty-five (25) days of the billing date to cover the cost of collection and carrying accounts in arrears.

6. ***You have the right*** to written notice from your electrical utility before your electric service is disconnected for nonpayment. The notice will include information to contact the utility, the total amount owed, the date and amount of the last payment, and the date for payment or satisfactory payment arrangements for payment by installments.

7. ***You have the right*** to designate a third party (such as a friend, relative or organization) who is willing to receive a copy of your service disconnection notice. This party may be able to help you arrange for payment to prevent having your service disconnected but is not obligated to pay your bill.

8. ***You have the right*** to defer service disconnection during the months of December through March by providing an authorized medical certificate to the electrical utility at least three (3) days prior to service disconnection or to the utility's disconnection crew at the time of disconnection. The medical certificate application provided by the electrical utility must be signed by a licensed physician stating that disconnection of service would be especially dangerous to your health or the health of a member of your household. The certificate must be signed by you stating that you are unable to pay by installments the amount of the charges due for your electric service. A certificate shall expire on the 31st day from the date of execution by the physician. Such certification may be renewed no more than three (3) times for an additional thirty (30) day period each. (*You have the responsibility to make a good faith effort to make payments for electric service rendered during the period of time covered by the medical certificate to prevent possible disconnection when the certificate expires. The medical certificate does not relieve you of your obligation to pay for electric service.*)

9. ***You have the right***, prior to a scheduled disconnection of your service, to arrange with the electrical utility for a deferred payment plan to make payment by installments if you can show that you are unable to pay the amount due. In this deferred payment plan, you must pay, in full, the installment payment and the current month's charges by the past-due date. This deferred payment plan will require installment payments of not less than one-sixth (1/6) of your arrears balance for a period not to exceed six (6) months. You are not eligible for another deferred payment plan if you currently are under a deferred payment plan. The utility may terminate service if you fail to meet the terms and conditions of such deferred payment plan.

10. If the electrical utility has overcharged you as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading or any other human or machine error, ***you have the right*** to a credit or refund of the excess amount paid, not to exceed the applicable statute of limitations.

11. If the electrical utility has undercharged you for any reason other than customer fraud or theft, ***you have the right*** to pay in equal installments the deficient amount resulting from the electrical utility undercharging you. Undercharges not resulting from customer fraud or theft could occur as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading or any other human or machine error. The equal installment amount shall be added to the bill over the same number of billing periods during which you were undercharged.

12. ***You have the right*** to have the electrical utility test the accuracy of the meter serving your residence if you suspect a malfunction. This test will be conducted, without charge, if requested more than twelve (12) months from the date of the meter installation or from the last date the meter was tested for accuracy. ***You have the right*** to be present or to appoint a representative to be present when the electrical utility tests the meter. ***You have the right*** to be furnished with the results of the meter test. If an overcharge or undercharge occurred as a result of a fast or slow meter with an error in registration of more than two percent (2%), the bills will be increased or decreased accordingly for a period up to sixty (60) days.

13. ***You have the right***, upon request, to receive assistance from the electrical utility in selecting the most economical rate schedule applicable, information about the method of reading meters and billing procedures.

14. ***You have the right*** to a statement of your energy usage for the past twelve (12) months provided by the electrical utility upon your request.

15. ***You have the right*** to contact the electrical utility at all hours in case of emergency or unscheduled interruptions in your electric service.

16. ***You have the right*** to have complaints promptly and thoroughly investigated by the electrical utility.

17. ***You have the right***, upon request, to review the written procedures established by the electrical utility for service termination due to nonpayment for special needs account customers and for all residential customers during extreme hot or cold weather conditions. All electrical utilities shall publish their procedures for termination of service on their websites.

18. If you need assistance with a complaint against your electrical utility that you cannot resolve by dealing with the utility on your own, ***you have the right*** to call the ORS' Consumer Services Department. The Consumer Services Department will work with you and the electrical utility in an effort to resolve your complaint. The ORS is located in Columbia and can be reached by calling toll-free 800.922.1531 or local 803.737.5230 or online at regulatorystaff.sc.gov.

19. If you are unable to resolve your complaint by working with the electrical utility or with the ORS' Consumer Services Department, ***you have the right*** to file a formal complaint with the PSCSC and request a hearing. To file a complaint with the PSCSC, you should complete the PSCSC complaint form. This form is available at psc.sc.gov and can be completed and submitted online. You may also request a copy of the complaint form, including instructions for completing the form, by contacting the PSCSC at 803.896.5100. If you choose to file a paper copy of your complaint with the PSCSC, submit it by: a) mailing or hand delivering it to 101 Executive Center Drive, Columbia, SC 29210, or b) faxing it to 803.896.5199.

The ORS and the PSCSC want to inform you of your rights and responsibilities as a consumer and the responsibilities of your electrical utility. This statement provides you a summary of your rights as a customer of a regulated electrical utility. Not all services provided by the electrical utility are regulated. More detailed provisions are set out in law, commission rules and regulations, and the tariffs of the electrical utility.

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BILL OF RIGHTS

FOR RESIDENTIAL CUSTOMERS OF ELECTRIC UTILITIES COMPANIES

The South Carolina Office of Regulatory Staff ("ORS") and the Public Service Commission of South Carolina ("PSC") want customers of electrical utility companies to know their rights and responsibilities and whom to contact for assistance with questions or problems regarding regulated electric service. Regulated electrical utilities include Dominion Energy South Carolina, Inc., Duke Energy Carolinas, LLC, Duke Energy Progress, Inc., and Lockhart Power Company.

BE AN INFORMED CUSTOMER. KNOW YOUR RIGHTS.

1. As a general rule, you have the right to establish electric service if you meet the following requirements: a) provide satisfactory identification and credit worthiness, b) provide necessary and reasonable access to your property, and c) your utilization of the electric service does not pose a hazardous or dangerous condition. If you have any questions concerning your right to service, you should contact the electrical utility serving your area.

2. **You have the right** to establish electric service if you satisfactorily establish your identity and credit and neither you nor any member of your household is indebted to the electrical utility. You may be required to pay a deposit if any one of the following conditions exist: a) you have had two (2) consecutive 30-day arrears in the past twenty-four (24) months or more than two (2) nonconsecutive 30-day arrears in the past twenty-four (24) months; b) you cannot furnish either an acceptable co-signer or guarantor, who is a customer of the same electrical utility with good credit, within the State of South Carolina, to guarantee payment of unpaid bills up to the amount of the maximum deposit; c) your electric service has been terminated for non-payment or fraudulent use; or d)

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the utility determines, through use of commercially acceptable methods, that your credit and financial condition warrants a deposit. **You have the right** to have all conditions of obtaining service explained to you by the utility's personnel.

3. If you are required to make a deposit, the maximum amount cannot exceed an amount equal to an estimated two (2) months (60 days) billing for a new customer or for an existing customer an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding 12 months or for a portion of the year if the service is on a seasonal basis for an existing customer.

4. If you make a deposit with the utility, you have the right to have the deposit returned after two years unless you have had two (2) consecutive 30-day arrears in the past twenty-four (24) months or more than two (2) non-consecutive 30-day arrears in the past twenty-four (24) months or your service has been terminated for nonpayment or fraudulent use or you discontinue service with the electrical utility. Deposits held longer than six (6) months accrue interest at a rate prescribed by the PSC.

5. You have the right to avoid late payment fees if you pay your bill within twenty-five (25) days of the billing date shown on your electric bill for current monthly charges. A maximum of one and one-half percent (1½%) may be added to any unpaid balance not paid within twenty-five (25) days of the billing date to cover the cost of collection and carrying accounts in arrears.

6. You have the right to written notice from your electrical utility before your electric service is disconnected for non-payment. The notice will include information to contact the utility, the total amount owed, the date and amount of the last payment, and the date for payment or satisfactory payment arrangements for payment by installments.

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7. You have the right to designate a third party (such as a friend, relative, or organization) who is willing to receive a copy of your service disconnection notice. This party may be able to help you arrange for payment to prevent having your service disconnected but is not obligated to pay your bill.

8. You have the right to defer service disconnection during the months of December through March by providing an authorized medical certificate to the electrical utility at least three (3) days prior to service disconnection or to the utility's disconnection crew at the time of disconnection. The medical certificate application provided by the electrical utility must be signed by a licensed physician stating that disconnection of service would be especially dangerous to your health or the health of a member of your household. The certificate must be signed by you stating that you are unable to pay by installments the amount of the charges due for your electric service. A certificate shall expire on the 31st day from the date of execution by the physician. Such certification may be renewed no more than three (3) times for an additional thirty (30) day period each. (You have the responsibility to make a good faith effort to make payments for electric service rendered during the period of time covered by the medical certificate to prevent possible disconnection when the certificate expires. The medical certificate does not relieve you of your obligation to pay for electric service.)

9. You have the right, prior to a scheduled disconnection of your service, to arrange with the electrical utility for a deferred payment plan to make payment by installments if you can show that you are unable to pay the amount due. In this deferred payment plan, you must pay, in full, the installment payment and the current month's charges by the past due date. This deferred payment plan will require installment payments of not less than 1/6 of your arrears balance for a period not to exceed six (6) months. You are not eligible for

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another deferred payment plan if you currently are under a deferred payment plan. The utility may terminate service if you fail to meet the terms and conditions of such deferred payment plan.

10. If the electrical utility has overcharged you as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error, you have the right to a credit or refund of the excess amount paid, not to exceed the applicable statute of limitations.

11. If the electrical utility has undercharged you for any reason other than customer fraud or theft, you have the right to pay in equal installments the deficient amount resulting from the electrical utility undercharging you. Undercharges not resulting from customer fraud or theft could occur as a result of a misapplied schedule, an error in reading the meter, a skipped meter reading, or any other human or machine error. The equal installment amount shall be added to the bill over the same number of billing periods during which you were undercharged.

12. You have the right to have the electrical utility test the accuracy of the meter serving your residence if you suspect a malfunction. This test will be conducted, without charge, if requested more than twelve (12) months from the date of the meter installation or from the last date the meter was tested for accuracy. You have the right to be present or to appoint a representative to be present when the electrical utility tests the meter. You have the right to be furnished with the results of the meter test. If an overcharge or undercharge occurred as a result of a fast or slow meter with an error in registration of more than two percent (2%), the bills will be increased or decreased accordingly for a period up to sixty (60) days.

13. You have the right, upon request, to receive assistance from the electrical utility in selecting the most economical ra

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schedule applicable, information about the method of reading meters, and billing procedures.

14. You have the right to a statement of your energy usage for the past twelve (12) months provided by the electrical utility upon your request.

15. You have the right to contact the electrical utility at all hours in case of emergency or unscheduled interruptions in your electric service.

16. You have the right to have complaints promptly and thoroughly investigated by the electrical utility.

17. You have the right, upon request, to review the written procedures established by the electrical utility for service termination due to nonpayment for special needs account customers and for all residential customers during extreme hot or cold weather conditions. All electrical utilities shall publish their procedures for termination of service on their websites.

18. If you need assistance with a complaint against your electrical utility that you cannot resolve by dealing with the utility on your own, you have the right to call the ORS's Consumer Services Department. The Consumer Services Department will work with you and the electrical utility in an effort to resolve your complaint. The ORS is located in Columbia and can be reached by calling toll free 1.800.922.1531 or local 803.737.5230 or online at ORS.SC.GOV.

19. If you are unable to resolve your complaint by working with the electrical utility or with the ORS's Consumer Services Department, you have the right to file a formal complaint with the PSC and request a hearing. To file a complaint with the PSC, you should complete the PSC complaint form. This form is available at www.psc.sc.gov and can be completed and submitted online. You may also request a copy of the

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complaint form, including instructions for completing the form, by contacting the PSC at 803.896.5100. If you choose to file a paper copy of your complaint with the PSC, submit it by: a) mailing it or hand delivering it to 101 Executive Center Drive, Suite 100, Columbia, South Carolina, 29210; or b) faxing it to 803.896.5199.

The ORS and the PSC want to inform you of your rights and responsibilities as a consumer and the responsibilities of your electrical utility. This statement provides you a summary of your rights as a customer of a regulated electrical utility. Not all services provided by the electrical utility are regulated. More detailed provisions are set out in law, commission rules and regulations, and the tariffs of the electrical utility.

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IMPORTANT CUSTOMER INFORMATION – RESIDENTIAL

DUKE ENERGY CAROLINAS
SOUTH CAROLINA

This brochure includes brief descriptions of Duke Energy's rate schedules for various categories of electricity use. The rate schedule is shown on your billing statement for each type of service you receive for that account.

Duke Energy's customer service representatives are available to all residential, industrial, and general service customers to help you determine the most appropriate rate.

If you have made changes in your usage characteristics or load, please contact us to ensure you are served on the most favorable rate and have the proper facilities installed to meet your service needs. Since customers are responsible for their own equipment and usage, it is your responsibility to notify Duke Energy of changes that might result in a different rate.

Additionally, you should notify us of significant decreases or increases in your bill if you have not changed your equipment or usage habits. We want to ensure that you are being billed correctly for the actual kilowatt-hours (kWh) you use.

If you would like a copy of a complete rate schedule or have questions about the application of rates, please contact Duke Energy at 800.777.9898 or visit duke-energy.com.

RESIDENTIAL RATE SCHEDULES

Residential rates are available for individually metered residences, condominiums, mobile homes and apartments that provide independent, permanent and complete facilities for living, sleeping, eating, cooking and sanitation. Separately metered uses at a residence are served under the general service schedule.

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Schedule RS is available to any residence..

Schedule RE is available to structures where all energy required for water heating, cooking, clothes drying and environmental space conditioning is supplied electrically, and where all energy used in the dwelling is recorded through a single meter.

Residences must: meet the minimum heat loss limitation specified in the schedule.

Schedule ES is available to structures which meet the Energy Star standards established by the U.S. Department of Energy and Environmental Protection Agency. The customer must have the home independently certified and must provide Duke Energy a copy of the ENERGY STAR certificate before service can be supplied under this schedule.

A lower rate is available for ENERGY STAR-certified residences where all energy required for water heating, cooking, clothes drying and environmental space conditioning is supplied electrically, and where all energy used in the dwelling is recorded through a single meter.

Schedule RB is closed and available only to those customers who the company determined qualified for the rate on Nov. 18, 1991 and who continue to be served on Schedule RB. This rate is not available for any new customer or any new structure.

Schedule RT is an optional time-of-use rate. Charges vary according to the time of day, day of the week and season that energy is used. Prices are lower for usage at night, on weekends and other "off-peak" times. This schedule is not generally advantageous to customers using less than 1,000 kWh per month.

Schedule WC offers a lower rate for residential electric water heating when Duke Energy controls the operation of the water heater, allowing it to operate during off-peak times. Under this Schedule, electric service to the water heater will be available at least six out of 24 hours. An installation fee may be required for the necessary control wiring.

Rider PM Power Manager, is a load control option for customers on Schedules RS, RE, ES and RB who are not served under Rider NM. This rider provides credits during the billing months of July through October for customers who allow the company to interrupt service to their central air conditioners when the company has capacity problems, and to cycle the air conditioner operation at other times. An installation fee may be required for the necessary control wiring.

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Remote Meter Reading and Usage Data Service Under this program, customers pay a monthly fee for remote meter reading and interval load data, and have the option of receiving a detailed analysis of energy usage.

OPTIONS FOR CUSTOMER GENERATORS

Residential customers who have solar photovoltaic, wind or other types of generators who wish to interconnect and operate in parallel with Duke Energy's system must meet certain requirements. The customer must make an application to interconnect, the system must meet the approved Interconnection Standard and be inspected and the customer must provide liability insurance. Customers with approved systems may select one of the following rate options:

Rider NM Net Metering is available to residential customers where photovoltaic, wind-powered, micro-hydro or biomass-fueled generation offsets a portion of the customer's electrical requirements provided by the Company. The system must not exceed the customer's load or 20 kilowatts (kW), whichever is less. Credits for excess energy may apply to succeeding month's energy charges, but any credit balance on June 1 is donated to the Company.

Schedule PP Purchased Power is available to customer generators who wish to sell the entire output of their generator to the Company but take all of their electrical requirements under a standard residential rate.

Schedule PP is available to customer generators who wish to sell the entire output of their generator to the Company but take all of their electrical requirements under a standard residential rate.

VOLUNTARY PROGRAMS SUPPORTING THE ENVIRONMENT AND RENEWABLE ENERGY

The following programs allow customers to make voluntary, taxdeductible contributions via their monthly electric bill.

PaCE (Palmetto Clean Energy) is a program that allows customers to contribute toward the purchase of energy from renewable resources, by purchasing 100 kWh blocks of energy.

Carolinas Carbon Offset Program allows customers to contribute toward the purchase of carbon offsets. Each block purchased represents 1,000 pounds of carbon offsets.

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LIGHTING

The Company offers all-night outdoor lighting service for a monthly fee that covers installation and maintenance under the following schedules:

Schedule OL is available to residential and nonresidential customers for lighting of private outdoor areas.

Effective Oct. 1, 2007, mercury vapor luminaires are not available for new installations. The Company will continue to maintain existing mercury vapor luminaires as long as lamps and/or alternative bases are available. If the luminaire cannot be repaired, the customer will be provided another available luminaire of a comparable size, at the price for the new luminaire.

BILLING INFORMATION

Bills are due and payable when rendered, and amounts not paid by the 25th day after the date of the bill shall be subject to a 1.5 percent late payment charge. Payments returned by the bank for good and sufficient reasons will be charged a $20 returned payment fee. If power is disconnected for nonpayment, a $15 reconnection fee must be paid before power can be restored.

In addition to obtaining customer information directly from its customers, Duke Energy, like many businesses, may receive and verify information from a consumer credit reporting agency.

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Duke Energy

Your Credit Report and the Price You Pay for Credit

What is a credit report?	A credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.
How did we use your credit report?	We used information from your credit report to set the terms of the credit we are offering you, such as the requirement of your deposit. The terms offered to you may be less favorable than the terms offered to consumers who have better credit histories.
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact Equifax, which is the consumer reporting agency from which we obtained your credit report. It is a good idea to check your credit report to make sure the information it contains is accurate.

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How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a copy of your credit report without charge for 60 days after you receive this notice. To obtain your free report, contact Equifax: By telephone: Call toll-free: 800.685.1111 By mail: Mail your written request to: Equifax P.O. Box 740241 Atlanta, GA 30374-0241 On the Web: equifax.com/creditreportassistance
How can you get more information about credit reports?	For more information about credit reports and your rights under federal law, visit the Federal Reserve Board's website at **federalreserve.gov**, or the Federal Trade Commission's website at **ftc.gov**.

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Introduction

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ARBITRATION NOTICE: These Terms of Use contain a binding arbitration agreement including a waiver of any right to participate in a class action lawsuit or classwide arbitration. Please see the "Arbitration Agreement and Class Action Waiver" section below for additional details.

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Availability

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Third-Party Sites

References on this Site to any names, marks, products or services of third parties, or hypertext links to third-party sites or information, are provided solely as a convenience to you and do not in any way constitute or imply Duke Energy's endorsement, sponsorship or recommendation of the third party, its information, products or services. Duke Energy is not responsible for the practices or policies of such third parties, nor the content of any third-party sites, and does not make any representations regarding third-party products or services, or the content or accuracy of any material on such third-party sites. If you decide to link to any such third-party sites, you do so entirely at your own risk.

Site Security

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for the user, or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, 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 system or network security may result in civil or criminal liability. Duke Energy may investigate occurrences that 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 this Site or any activity being conducted on this 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 this Site other than the search engine and search agents available from Duke Energy on this Site and other than generally available third-party web browsers (for example, Google Chrome).

Cautionary Statement Regarding Forward-Looking Information

This Site may contain forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are based on management's beliefs and assumptions and can often be identified by terms and phrases that include "anticipate," "believe," "intend," "estimate," "expect," "continue," "should," "could," "may," "plan," "project," "predict," "will," "potential," "forecast," "target," "guidance," "outlook" or other similar terminology. Various

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factors may cause actual results to be materially different than the suggested outcomes within forward-looking statements; accordingly, there is no assurance that such results will be realized.

Risk factors and uncertainties are identified and discussed in Duke Energy's reports filed with the SEC and available at the SEC's website at sec.gov. In light of these risks, uncertainties and assumptions, the events described in the forward-looking statements might not occur or might occur to a different extent or at a different time than described. Forward-looking statements speak only as of the date they are made, and Duke Energy expressly disclaims an obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Limitation Concerning Investment Opinions and Advice

At times, Duke Energy or other users may post information on the Site concerning investment strategies or advice. This information is solely intended to provide you with general opinions regarding purchasing strategies, pricing options and reporting options. By using this Site, you understand and agree that: (a) Duke Energy is not acting as a fiduciary or financial or investment advisor for you; (b) you will not rely upon any representations (whether electronic, written or oral and whether or not contained on this site) of Duke Energy contained herein; (c) you have not engaged Duke Energy (directly or indirectly through any other person) to provide any advice, counsel, assurance, guarantee or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of any arrangement, opportunity or transaction; and (d) you will consult with your own legal, regulatory, tax, business, investment, financial, and accounting advisors concerning any information contained herein and you will make your own investment, trading, hedging and other decisions based upon your own judgment and upon any advice from such advisors, and not upon any view expressed by Duke Energy.

"Market Snapshot" Information

If any market information is displayed, linked to, or accessible on the Site, the Closing Price, Day's High, Day's Low and Day's Volume have been adjusted to account for any stock splits and/or dividends that may have occurred for this security since the date shown above. The Actual Price is not adjusted for splits or dividends. The Split Adjustment Factor is a cumulative factor that encapsulates all splits since the date shown above. The closing price above is not necessarily indicative of future price performance.

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Unless otherwise noted, all Contents are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by Duke Energy or by third parties who have licensed their materials to Duke Energy and are protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all Contents on this Site is the exclusive property of Duke Energy and is also protected by U.S. and international copyright laws. Duke Energy and its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials which appear on this Site. Access to this Site does not confer and shall not be considered as conferring upon anyone any license under any of Duke Energy's or any third party's intellectual property rights. The Duke Energy names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of Duke Energy. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Site. Access to this Site does not authorize anyone to use any name, logo or mark in any manner, except as may be expressly permitted herein.

Registration, Submissions and Comments

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You are not obligated to but you may choose to register as a user in order to access and participate in certain features offered on the Site, including discussion forums where applicable. When you register, you will be asked to disclose personal information (which may include, without limitation, your name, email address or ZIP code), or if you are registering your business, you will be asked to disclose information about your business (which may include, without limitation, your business name, physical address including ZIP code, a preferred and alternate phone number, your business' Federal Tax Identification Number, and the type of business). Duke Energy may refuse to grant you, and you may not use, without the owner's authorization: an email address that is already being used by someone else, impersonates another person, belongs to another person, violates the intellectual property or other rights of any person; or is vulgar or otherwise offensive. You agree to notify Duke Energy of any unauthorized use of your account or any other breach of security with respect to your account. Duke Energy will not be liable for any loss or damage arising from unauthorized use of your account. You agree to provide true, accurate, current and complete information about yourself as requested in the registration form. You also agree to update the information about yourself as necessary to keep it current and accurate.

For all comments, feedback, suggestions, ideas and other submissions disclosed, submitted or offered to Duke Energy on or through this Site, or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, the "Comments") you grant Duke Energy a royalty-free, irrevocable, transferable right and license to use the Comments however Duke Energy desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such Comments and/or incorporate such Comments into any form, medium or technology throughout the world. Duke Energy will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way.

You agree that any Comments submitted by you to the Site: will not violate these Terms of Use or the guidelines set forth in the Community Guidelines, any right of any third party, including without limitation, copyright, trademark, privacy or other personal or proprietary right(s); will not cause injury to any person or entity; and are accurate, truthful, not misleading, offered in good faith and lawful.

Duke Energy does not regularly review Comments submitted by a user but has the right (but not the obligation) to monitor, review, revise and/or remove any Comments posted by a user. Duke Energy assumes no liability for any Comments posted by a user. YOU ARE SOLELY RESPONSIBLE FOR ANY COMMENTS THAT YOU SUBMIT, THE CONSEQUENCES OF POSTING THOSE COMMENTS AND YOUR RELIANCE ON ANY COMMUNICATIONS FOUND IN ANY COMMENTS. DUKE ENERGY TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY COMMENTS SUBMITTED BY YOU OR ANY THIRD PARTY.

Additional Terms

In addition to these Terms of Use, additional terms, conditions and policies may apply to your use of certain services or features available on this Site, including but not limited to: online account access, paperless statements, notifications and alerts, and online bill payment. These Terms of Use do not supersede or modify any terms, conditions or agreements you may have with Duke Energy for utility services, which shall continue to apply to your receipt and use of such utility services.

Indemnification

You agree to defend, indemnify and hold harmless Duke Energy, its affiliates and each of their service providers from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site or any breach by you of these Terms of Use.

Termination

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These Terms of Use are effective unless and until terminated by either you or Duke Energy. You may terminate these Terms of Use at any time, provided that you discontinue any further use of this Site. Duke Energy also may terminate these Terms of Use at any time and may do so immediately without notice, and accordingly deny you access to the Site, if in Duke Energy's sole discretion you fail to comply with any term or provision of these Terms of Use, or for any other reason. Upon any termination of these Terms of Use by either you or Duke Energy, you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as all copies of such materials, whether made under the Terms of Use or otherwise. The following sections shall survive any termination of these Terms of Use: "Arbitration Agreement and Class Action Waiver," "Third-Party Sites," "Site Security," "Cautionary Statement Regarding Forward-Looking Information," "Limitation Concerning Investment Opinions and Advice," "Copyrights and Trademarks," "Indemnification," "Termination," "Disclaimer," "Limitation of Liability," "Privacy," "Registration, Submissions, and Comments" and "General".

Arbitration Agreement and Class Action Waiver

A. *Mandatory Arbitration*. YOU AND DUKE ENERGY AGREE TO SUBMIT ANY AND ALL DISPUTES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE (EACH, A "DISPUTE") TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT (TITLE 9 OF THE UNITED STATES CODE), WHICH SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT"). YOU AND DUKE ENERGY WAIVE THE RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO HAVE A DISPUTE HEARD IN COURT.

In arbitration, Disputes are resolved by a neutral arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision is subject to limited review by courts. The arbitrator can award on an individual basis the same damages and relief as a court, including monetary damages, injunctive relief and declaratory relief. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. A single arbitrator with the American Arbitration Association ("AAA") will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of your residence or another mutually agreed location. The AAA's Consumer Arbitration Rules will apply. If AAA will not apply those rules, then AAA's Commercial Arbitration Rules will apply. The AAA's rules and a form that can be used to initiate arbitration proceedings are available at http://www.adr.org. You and Duke Energy agree that if for any reason AAA will not conduct or becomes unavailable to conduct the arbitration, then a court may appoint a substitute arbitrator, and further agree that the choice of AAA as a forum is not integral to the Arbitration Agreement.

The arbitrator will decide all issues relating to the enforceability, interpretation, scope and application of this Arbitration Agreement (including "gateway" issues of arbitrability, whether the Arbitration Agreement is unconscionable or illusory and any defense to arbitration), and these Terms of Use, except that a court will resolve any question regarding the validity or enforceability of the class action waiver set forth in Section B of this Arbitration Agreement. The term "Dispute" and the requirement to arbitrate will be broadly interpreted.

B. *Arbitration Class Action Waiver*. You and Duke Energy agree that the arbitration will be conducted solely on an individual basis and not on a class, representative, consolidated or private attorney general basis. A Dispute may not be consolidated with a claim brought or discovery by any person or entity that is not a party to the arbitration proceeding. The arbitrator may not award relief to any person or entity other than a party to the arbitration proceeding and may only award such relief as is necessary to provide relief to a party to the arbitration proceeding. If a court deems any portion of this Section B invalid or unenforceable, then Sections A and C of this Arbitration Agreement will be null and void.

C. *Fees and Costs in Arbitration*. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Duke Energy will reimburse you for those fees up to $7,500, unless the arbitrator determines the claims are frivolous. Likewise, Duke Energy will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

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D. *Non-Arbitration Class Action and Jury Waiver*. You and Duke Energy agree that if for any reason a Dispute proceeds in court rather than arbitration: (1) you and Duke Energy waive any right to a jury trial; (2) the Dispute will proceed solely on an individual, non-class, non-representative basis; and (3) neither you nor Duke Energy may be a class representative or class member or otherwise participate in any class, representative, consolidated or private attorney general proceeding.

E. *NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN 30 DAYS FROM THE EARLIER OF: (1) THE DATE YOU ACCEPT THESE TERMS OF USE, OR (2) THE DATE YOU FIRST SIGNED AN AGREEMENT WITH DUKE ENERGY THAT CONTAINED AN ARBITRATION PROVISION. The opt-out notice must be postmarked no later than the applicable deadline and mailed to:*

Duke Energy Terms of Use

550 S. Tryon St.

DEC 45

Charlotte, NC 28202

Attn: Terms of Use

The opt-out notice must state that you do not agree to this Arbitration Agreement and must include the name, address, phone number and email address associated with your account with us. This procedure is the only way you can opt out of this Arbitration Agreement, and failure to comply strictly with this procedure and the applicable deadline automatically will render the opt-out notice null and void. If you opt out of the arbitration provision, all other parts of this Arbitration Agreement will continue to apply.

DISCLAIMER

THIS SITE IS PROVIDED BY DUKE ENERGY ON AN “AS IS” AND “AS AVAILABLE” BASIS. DUKE ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THIS SITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, DUKE ENERGY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, DUKE ENERGY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHANDISE OFFERED ON THIS SITE. YOU ACKNOWLEDGE, BY YOUR USE OF THE SITE, THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THIS DISCLAIMER DOES NOT APPLY TO ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF THE ITEM. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS OF USE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL DUKE ENERGY OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF

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ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF DUKE ENERGY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL DUKE ENERGY OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE SITE DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

Some jurisdictions do not allow certain limitations on damages, so the limitations and exclusions above may not apply to you. If this section is held to be unenforceable, then liability will be limited to the fullest extent permitted by applicable law. In the event that any provision of the above paragraph is found by a court of competent jurisdiction to exceed the restrictions permitted by applicable law, then the court shall have the power to reduce, limit or reform such provision to make it enforceable to the maximum extent permitted by law, and such provision shall then be enforceable in its reduced, limited or reformed manner; provided, however, that a provision shall be enforceable in its reduced, limited or reformed manner only in the particular jurisdiction in which a court of competent jurisdiction makes such determination. In addition, the parties agree that the provisions of the above paragraph shall be severable in accordance with the terms of these Terms of Use.

Privacy

Please review our Privacy Policy, which applies to personal information collected from or provided by you on the Site.

General

These Terms of Use, the Duke Energy Voice, SMS/Texting and Email Terms and Conditions, and the Privacy Policy represent the complete agreement between the parties and supersede all prior agreements and representations between them. Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms of Use is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the other terms of these Terms of Use shall remain in full force and effect. The failure of Duke Energy to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and shall not limit Duke Energy's rights with respect to such breach or any subsequent breaches. These Terms of Use shall be governed by and construed under North Carolina law without regard to conflicts of law provisions, provided that if you are a customer of Duke Energy for regulated utility services, then these Terms of Use shall instead by governed by and construed in accordance with the State in which you receive utility services from Duke Energy. In the event that you receive utility services from Duke Energy in more than one State, then these Terms of Use shall be governed by and construed in accordance with the laws of the State in which you first received utility services from Duke Energy.

E-SIGN Disclosure

By accepting these Terms of Use, you are consenting to receive certain communications from Duke Energy, its affiliates and service providers in connection with your account, including disclosures that are required to be provided to you in writing (collectively, "Disclosures") in electronic format. Duke Energy reserves the right to provide any Disclosure to you in paper format at the mailing address associated with your account.

Please note that:

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- If you wish to retain a copy of such Disclosures, you should print paper copies or reserve sufficient memory on your computer or mobile device.
- You may withdraw your consent to receive future Disclosures in electronic format by contacting Customer Service.
- In order to receive Disclosures electronically, you will need: a computer or a mobile device and software that provides the capability to: receive and send messages from an e-mail address; access and view internet web sites designed for use with generally available internet browsers; or open, view and print files in Portable Document Format ("PDF"); a valid e-mail address; internet access and access to a printer or sufficient memory on your computer or mobile device to save an electronic copy of your Disclosures.

Voice, SMS/Texting and Email Communications

Your access to and use of (a) telecommunications tools, including pre-recorded alerts, calls and voicemails (collectively, "Voice Communication"), (b) mobile communication tools and text messaging services (collectively, "SMS/Texting"), and (c) e-mail communication services is subject to the Duke Energy Voice, SMS/Texting and Email Terms and Conditions.

Paperless Billing and Online Payment Services

A. *Introduction*. Where applicable, as part of the Site, eligible customers can enroll in Duke Energy's Paperless Billing and Online Electronic Payment Programs or the Duke Energy Progress E-Bill Program, which are applications that allow you to receive, view and pay your bill online ("Online Payment Service(s)"). By enrolling in Online Payment Services, you agree to these Online Payment Service terms and conditions, as they may be amended from time-to-time. These Terms and Conditions apply to your use of the Online Payment Services, even if you: (i) enroll in the Online Payment Services at a later date; (ii) enroll, terminate and then re-enroll in the Online Payment Services; (iii) add, delete or change utility accounts for which you use the Online Payment Services; or (iv) add, delete or change bank accounts from which you pay using the Online Payment Services. Thus, these Terms of Use, as they may be amended from time to time, will apply to all of your usages of the Online Payment Services.

B. *Customer Account Eligibility*. There are several customer account attributes that, when present, will exclude a Duke Energy account from being eligible for participation in Duke Energy's Online Payment Services. Those customer account attributes are: (i) your electric account's class or type is not eligible; (ii) your account shows that return check(s) have been received within the last 12 months; (iii) your electric account is associated with a consolidated billing agreement, which means that your electric account billings are combined and reported with one or more other account billings each month; (iv) your account receives Electronic Data Interchange billing; (v) your account is coded for special handling prior to release each month; (vi) meter reading data from two or more meters located on your premises have been combined; (vii) you asked Duke Energy to deactivate your Online Payment Services account; or (viii) your electrical account billing exceeded $1 million within the last 12 months.

C. *Consent to Electronic Bills*. Duke Energy will discontinue mailing monthly bills to you if you enroll in the Paperless Billing Program. By enrolling in the Paperless Billing Program, you thereby: (i) affirmatively consent to Duke Energy 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 Paperless Billing Program. You also consent to the sending of electronic messages relating to the Paperless Billing Program by Duke Energy (directly or through third-party vendors engaged by Duke Energy).

Please note that:

- If you enroll in the Paperless Billing 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).

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- You may withdraw your consent for receiving electronic bills at any time by using the applicable feature of the Site, 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 Site.
- In order to participate in the Paperless Billing Program, you will need a computer or mobile device and software that provides 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; or open, view and print files in Portable Document Format ("PDF"), a working e-mail address; Internet access, and a printer or sufficient memory on your computer or mobile device to save an electronic copy of your bills.
- While participants in the Online Payment Services receive email notifications regarding bills, you agree that non-receipt of such e-mail messages shall not excuse the late payment of any bill. Duke Energy recommends that you log onto the Online Payment Services portion of the Site periodically to view upcoming bills.

If you transfer to a new address within the Duke Energy service territory and are issued a new account number while participating in the Paperless Billing Program, Duke Energy will attempt to enroll the new account in the Paperless Billing Program.

D. *Consent to Electronic Payment*. Duke Energy's Online Payment Program allows you to electronically pay your monthly utility bill from one or more of your checking or savings accounts. Using the Online Payment Services, you can electronically authorize a one-time payment of your monthly bill on the day you select, or set up a recurring payment to have your bill amount deducted automatically from your bank account on the due date. By enrolling in Online Payment Service, 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 Online Payment Service. 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 may withdraw your authorization for Duke Energy to initiate debit transactions to the account(s) designated at any time by disabling this feature through the Site, but it may take one billing cycle after you withdraw such authorization before such withdrawal becomes effective.
- You must keep your electronic contact information current by using the applicable feature of the Site.
- In order to participate in the Online Electronic Payment 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").

E. *Qualifications, Scheduling and Payments*. If you enroll in the Online Payment Services and are later found to be ineligible to participate by Duke Energy, you will be removed from the Online Payment Service, 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 that there are insufficient funds ("NSF") in your account to pay a bill authorized for payment by you via the Online Payment Service, 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 fee in the amount of $20 if the address in question is in the state of North Carolina, South Carolina, Florida, Ohio, or Indiana. For the state of Kentucky, the fee is $11. Please note that such fee is in addition to any NSF fees that may be imposed by your financial institution on the first and/or subsequent debit attempt

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resulting in an NSF notification.

F. *Automatic Monthly Payment Restrictions*. If you are enrolled in the Automatic Monthly Payment feature and you transfer service to a new address within the Duke Energy service territory, Duke Energy will attempt to enroll the new address in Online Payment Services as well. However, for the new address, you will need to re-enter your bank account information and re-select the Automatic Monthly Payment feature for the new account. When you elect to participate in the Automatic Monthly Payment feature (or add a new account to Automatic Monthly Payment), the account will be automatically paid with the next bill issued. To avoid late fees on existing charges, you should make a payment prior to the Automatic Monthly Payment for the next month's bill. You may reference your Online Payment Activity page, or contact Duke Energy Customer Service by phone or email, to determine whether the Automatic Monthly Payment feature has occurred. Duke Energy will credit the amount of the Automatic Monthly Payment to your account as of the date the funds are received by Duke Energy. You may stop any Automatic Monthly Payment through the Online Payment Service, or by notifying Duke Energy orally or in writing at least three business days before the scheduled date of the transfer. Through the Online Payment Service, you may choose to receive an email notice of the amount and date of an Automatic Monthly Payment at least 10 days prior to the scheduled date of payment. Receiving this e-mail notification is not an option if you elect to have your bill automatically paid on the date the bill was issued.

G. *Information Authorization*. By participating in the Online Payment Service, 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.

H. 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.

I. *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. 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 you, Duke Energy's

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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. In the event that you have questions about the Online Payment Services, please call Duke Energy or contact Duke Energy by using the “contact us” feature of the Site.

Non-Regulated Offers

A. *North Carolina and South Carolina Customers*. Non-regulated products are not part of the regulated utility services offered by Duke Energy Carolinas, LLC (“DEC”) / Duke Energy Progress, Inc. (“DEP”) and are not in any way sanctioned by the North Carolina Utilities Commission or the Public Service Commission of South Carolina. Purchasers of these products will receive no preferential or special treatment from DEC/DEP in regard to their regulated electric service. A customer does not have to buy these products or services from DEC/DEP in order to receive the same safe and reliable electric service from DEC/DEP. Purchasing such goods and services is completely at the customer's discretion and may also be available from non-affiliated suppliers.

B. *Indiana, Ohio and Kentucky Customers*. Non-regulated services offered by Duke Energy are not in any way sanctioned by the Indiana Utility Regulatory Commission, the Public Utilities Commission of Ohio or the Public Service Commission of Kentucky. Purchasers of these products will receive no preferential or special treatment from Duke Energy in regard to their regulated electric service. A customer does not have to buy these products in order to receive the same safe and reliable electric service from Duke Energy.

C. *Florida Customers*: Duke Energy Florida, LLC (DEF) and its affiliates offer optional, market-based products and services that are separate from the regulated services provided by DEF. These services are not regulated by the Florida Public Service Commission. Purchasers of these products will receive no preference or special treatment from DEF for regulated services. A customer does not have to buy these products or services from DEF or its affiliates in order to receive the same safe and reliable electric service from DEF. Nonpayment for these products or services may result in removal from the program, but will not result in disconnection of electric service. These goods or services may also be available from other non-Affiliated suppliers.

Contact Us.

You may direct any questions about these Terms of Use to Duke Energy by contacting Customer Service.

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New PRF

Last updated May 12, 2020

Introduction

These Duke Energy Terms of Use ("Terms of Use") set forth the terms and conditions applicable to and governing your access to and use of any website or mobile app on which these Terms of Use are posted (collectively, the "Site"). This Site is provided by Duke Energy Corporation and its affiliates (collectively, "Duke Energy"; "we" or "us") as a service to our customers. As used herein, the words "you" and "your" refer to both individuals, and to business entities on behalf of which individuals may be, accessing or using the Site. Please note that your acceptance of these Terms of Use or your CONTINUED use of the Site constitutes your agreement to follow and be bound by these Terms of Use. Individuals using the Site on behalf of their employer or other business entity hereby represent and warrant that they have the authority to bind such employer or other business entity to these Terms of Use. DUKE ENERGY RESERVES THE RIGHT TO UPDATE OR MODIFY THESE TERMS OF USE AT ANY TIME WITHOUT PRIOR NOTICE TO YOU BY POSTING UPDATED TERMS ON THIS SITE. FOR THIS REASON, WE RECOMMEND THAT YOU REVIEW THESE TERMS OF USE WHENEVER YOU USE THIS SITE. IF YOU DO NOT AGREE TO (OR CANNOT COMPLY WITH) ANY PART OF THESE TERMS OF USE, DO NOT USE THIS SITE.

ARBITRATION NOTICE: These Terms of Use contain a binding arbitration agreement including a waiver of any right to participate in a class action lawsuit or classwide arbitration. Please see the "Arbitration Agreement and Class Action Waiver" section below for additional details.

Use of this Site

All content on this Site, including information, images, text, illustrations, designs, icons, photographs, programs, software, video clips and other materials that are part of or made available on this Site (collectively, "Content"), is intended solely for your own internal residential or business use. You may download or copy the Content and other downloadable materials displayed on the Site, subject to and in accordance with these Terms of Use. No right, title or interest in any Content is transferred to you as a result of any such downloading or copying, except for the limited license granted herein. 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 Content or the Site. All software used on this Site is the property of Duke Energy or its licensors and is protected by U.S. and international copyright laws. Except as expressly permitted in these Terms of Use, any use of this Site, including the reproduction, modification, distribution, transmission, republication, display or performance of the Content, is strictly prohibited.

Availability

You may be required to establish an online account in order to access certain features and services on this Site. The Site provides users with access to various online resources, which may include applications that allow you to view your account information, view and pay your bills, and use energy audit applications. Unless explicitly stated otherwise, any new features that augment or enhance Duke Energy's current services or features on this Site, including the release of new services or features, shall be subject to these Terms of Use. Duke Energy reserves the right to render the Site and any of the Contents, in whole or in part, temporarily or permanently unavailable or to otherwise terminate, suspend access to, replace or modify the Site or any portion thereof, at any time and for any or no reason, without prior notice or liability to you. If you establish an online account with us, you are solely responsible for

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safeguarding your user name and password, and for any unauthorized activity on your account resulting from your failure to do so.

Third-Party Sites

References on this Site to any names, marks, products or services of third parties, or hypertext links to third-party sites or information, are provided solely as a convenience to you and do not in any way constitute or imply Duke Energy's endorsement, sponsorship or recommendation of the third party, its information, products or services. Duke Energy is not responsible for the practices or policies of such third parties, nor the content of any third-party sites, and does not make any representations regarding third-party products or services, or the content or accuracy of any material on such third-party sites. If you decide to link to any such third-party sites, you do so entirely at your own risk.

Site Security

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for the user, or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, 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 system or network security may result in civil or criminal liability. Duke Energy may investigate occurrences that 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 this Site or any activity being conducted on this 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 this Site other than the search engine and search agents available from Duke Energy on this Site and other than generally available third-party web browsers (for example, Google Chrome).

Cautionary Statement Regarding Forward-Looking Information

This Site may contain forward-looking statements within the meaning of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are based on

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management's beliefs and assumptions and can often be identified by terms and phrases that include "anticipate," "believe," "intend," "estimate," "expect," "continue," "should," "could," "may," "plan," "project," "predict," "will," "potential," "forecast," "target," "guidance," "outlook" or other similar terminology. Various factors may cause actual results to be materially different than the suggested outcomes within forward-looking statements; accordingly, there is no assurance that such results will be realized.

Risk factors and uncertainties are identified and discussed in Duke Energy's reports filed with the SEC and available at the SEC's website at sec.gov. In light of these risks, uncertainties and assumptions, the events described in the forward-looking statements might not occur or might occur to a different extent or at a different time than described. Forward-looking statements speak only as of the date they are made, and Duke Energy expressly disclaims an obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Limitation Concerning Investment Opinions and Advice

At times, Duke Energy or other users may post information on the Site concerning investment strategies or advice. This information is solely intended to provide you with general opinions regarding purchasing strategies, pricing options and reporting options. By using this Site, you understand and agree that: (a) Duke Energy is not acting as a fiduciary or financial or investment advisor for you; (b) you will not rely upon any representations (whether electronic, written or oral and whether or not contained on this site) of Duke Energy contained herein; (c) you have not engaged Duke Energy (directly or indirectly through any other person) to provide any advice, counsel, assurance, guarantee or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of any arrangement, opportunity or transaction; and (d) you will consult with your own legal, regulatory, tax, business, investment, financial, and accounting advisors concerning any information contained herein and you will make your own investment, trading, hedging and other decisions based upon your own judgment and upon any advice from such advisors, and not upon any view expressed by Duke Energy.

"Market Snapshot" Information

If any market information is displayed, linked to, or accessible on the Site, the Closing Price, Day's High, Day's Low and Day's Volume have been adjusted to account for any stock splits and/or dividends that may have occurred for this security since the date shown above. The Actual Price is not adjusted for splits or dividends. The Split Adjustment Factor is a cumulative factor that encapsulates all splits since the date shown above. The closing price above is not necessarily indicative of future price performance.

Copyrights and Trademarks

Unless otherwise noted, all Contents are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by Duke Energy or by third parties who have licensed their materials to Duke Energy and are protected by U.S. and international copyright laws. The compilation (meaning the collection, arrangement and assembly) of all Contents on this Site is the exclusive property of Duke Energy and is also protected by U.S. and international copyright laws. Duke Energy and its suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials which appear on this Site. Access to this Site does not confer and shall not be considered as conferring upon anyone any license under any of Duke Energy's or any third party's intellectual property rights. The Duke Energy names and logos and all related product and service names, design marks and slogans are the trademarks or service marks of Duke Energy. All other marks are the property of their respective companies. No trademark or service mark license is granted in connection with the materials contained on this Site. Access to this Site does not authorize anyone to use any name, logo or mark in any manner, except as may be expressly permitted herein.

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Registration, Submissions and Comments

You are not obligated to but you may choose to register as a user in order to access and participate in certain features offered on the Site, including discussion forums where applicable. When you register, you will be asked to disclose personal information (which may include, without limitation, your name, email address or ZIP code), or if you are registering your business, you will be asked to disclose information about your business (which may include, without limitation, your business name, physical address including ZIP code, a preferred and alternate phone number, your business' Federal Tax Identification Number, and the type of business). Duke Energy may refuse to grant you, and you may not use, without the owner's authorization: an email address that is already being used by someone else, impersonates another person, belongs to another person, violates the intellectual property or other rights of any person; or is vulgar or otherwise offensive. You agree to notify Duke Energy of any unauthorized use of your account or any other breach of security with respect to your account. Duke Energy will not be liable for any loss or damage arising from unauthorized use of your account. You agree to provide true, accurate, current and complete information about yourself as requested in the registration form. You also agree to update the information about yourself as necessary to keep it current and accurate.

For all comments, feedback, suggestions, ideas and other submissions disclosed, submitted or offered to Duke Energy on or through this Site, or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, the "Comments") you grant Duke Energy a royalty-free, irrevocable, transferable right and license to use the Comments however Duke Energy desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such Comments and/or incorporate such Comments into any form, medium or technology throughout the world. Duke Energy will be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any Comments you submit for any purpose whatsoever, without restriction and without compensating you in any way.

You agree that any Comments submitted by you to the Site: will not violate these Terms of Use or the guidelines set forth in the Community Guidelines, any right of any third party, including without limitation, copyright, trademark, privacy or other personal or proprietary right(s); will not cause injury to any person or entity; and are accurate, truthful, not misleading, offered in good faith and lawful.

Duke Energy does not regularly review Comments submitted by a user but has the right (but not the obligation) to monitor, review, revise and/or remove any Comments posted by a user. Duke Energy assumes no liability for any Comments posted by a user. YOU ARE SOLELY RESPONSIBLE FOR ANY COMMENTS THAT YOU SUBMIT, THE CONSEQUENCES OF POSTING THOSE COMMENTS AND YOUR RELIANCE ON ANY COMMUNICATIONS FOUND IN ANY COMMENTS. DUKE ENERGY TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY COMMENTS SUBMITTED BY YOU OR ANY THIRD PARTY.

Additional Terms

In addition to these Terms of Use, additional terms, conditions and policies may apply to your use of certain services or features available on this Site, including but not limited to: online account access, paperless statements, notifications and alerts, and online bill payment. These Terms of Use do not supersede or modify any terms, conditions or agreements you may have with Duke Energy for utility services, which shall continue to apply to your receipt and use of such utility services.

Indemnification

You agree to defend, indemnify and hold harmless Duke Energy, its affiliates and each of their service providers from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site or any breach by you of these Terms of Use.

Termination

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These Terms of Use are effective unless and until terminated by either you or Duke Energy. You may terminate these Terms of Use at any time, provided that you discontinue any further use of this Site. Duke Energy also may terminate these Terms of Use at any time and may do so immediately without notice, and accordingly deny you access to the Site, if in Duke Energy's sole discretion you fail to comply with any term or provision of these Terms of Use, or for any other reason. Upon any termination of these Terms of Use by either you or Duke Energy, you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as all copies of such materials, whether made under the Terms of Use or otherwise. The following sections shall survive any termination of these Terms of Use: "Arbitration Agreement and Class Action Waiver," "Third-Party Sites," "Site Security," "Cautionary Statement Regarding Forward-Looking Information," "Limitation Concerning Investment Opinions and Advice," "Copyrights and Trademarks," "Indemnification," "Termination," "Disclaimer," "Limitation of Liability," "Privacy," "Registration, Submissions, and Comments" and "General".

Arbitration Agreement and Class Action Waiver

A. *Mandatory Arbitration*. YOU AND DUKE ENERGY AGREE TO SUBMIT ANY AND ALL DISPUTES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE (EACH, A "DISPUTE") TO BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT (TITLE 9 OF THE UNITED STATES CODE), WHICH SHALL GOVERN THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT ("ARBITRATION AGREEMENT"). YOU AND DUKE ENERGY WAIVE THE RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO HAVE A DISPUTE HEARD IN COURT.

In arbitration, Disputes are resolved by a neutral arbitrator instead of a judge or jury, discovery is more limited than in court, and the arbitrator's decision is subject to limited review by courts. The arbitrator can award on an individual basis the same damages and relief as a court, including monetary damages, injunctive relief and declaratory relief. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. A single arbitrator with the American Arbitration Association ("AAA") will conduct the arbitration, and the award may not exceed the relief allowed by applicable law. The arbitration will be conducted in the county of your residence or another mutually agreed location. The AAA's Consumer Arbitration Rules will apply. If AAA will not apply those rules, then AAA's Commercial Arbitration Rules will apply. The AAA's rules and a form that can be used to initiate arbitration proceedings are available at http://www.adr.org. You and Duke Energy agree that if for any reason AAA will not conduct or becomes unavailable to conduct the arbitration, then a court may appoint a substitute arbitrator, and further agree that the choice of AAA as a forum is not integral to the Arbitration Agreement.

The arbitrator will decide all issues relating to the enforceability, interpretation, scope and application of this Arbitration Agreement (including "gateway" issues of arbitrability, whether the Arbitration Agreement is unconscionable or illusory and any defense to arbitration), and these Terms of Use, except that a court will resolve any question regarding the validity or enforceability of the class action waiver set forth in Section B of this Arbitration Agreement. The term "Dispute" and the requirement to arbitrate will be broadly interpreted.

B. *Arbitration Class Action Waiver*. You and Duke Energy agree that the arbitration will be conducted solely on an individual basis and not on a class, representative, consolidated or private attorney general basis. A Dispute may not be consolidated with a claim brought or discovery by any person or entity that is not a party to the arbitration proceeding. The arbitrator may not award relief to any person or entity other than a party to the arbitration proceeding and may only award such relief as is necessary to provide relief to a party to the arbitration proceeding. If a court deems any portion of this Section B invalid or unenforceable, then Sections A and C of this Arbitration Agreement will be null and void.

C. *Fees and Costs in Arbitration*. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Duke Energy will reimburse you for those fees up to $7,500, unless the arbitrator determines the claims are frivolous. Likewise, Duke Energy will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

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D. *Non-Arbitration Class Action and Jury Waiver*. You and Duke Energy agree that if for any reason a Dispute proceeds in court rather than arbitration: (1) you and Duke Energy waive any right to a jury trial; (2) the Dispute will proceed solely on an individual, non-class, non-representative basis; and (3) neither you nor Duke Energy may be a class representative or class member or otherwise participate in any class, representative, consolidated or private attorney general proceeding.

E. *NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION IF YOU OPT OUT OF THIS ARBITRATION AGREEMENT WITHIN 30 DAYS FROM THE EARLIER OF: (1) THE DATE YOU ACCEPT THESE TERMS OF USE, OR (2) THE DATE YOU FIRST SIGNED AN AGREEMENT WITH DUKE ENERGY THAT CONTAINED AN ARBITRATION PROVISION. The opt-out notice must be postmarked no later than the applicable deadline and mailed to:*

Duke Energy Terms of Use

550 S. Tryon St.

DEC 45

Charlotte, NC 28202

Attn: Terms of Use

The opt-out notice must state that you do not agree to this Arbitration Agreement and must include the name, address, phone number and email address associated with your account with us. This procedure is the only way you can opt out of this Arbitration Agreement, and failure to comply strictly with this procedure and the applicable deadline automatically will render the opt-out notice null and void. If you opt out of the arbitration provision, all other parts of this Arbitration Agreement will continue to apply.

DISCLAIMER

THIS SITE IS PROVIDED BY DUKE ENERGY ON AN “AS IS” AND “AS AVAILABLE” BASIS. DUKE ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THIS SITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, DUKE ENERGY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, DUKE ENERGY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY MERCHANDISE OFFERED ON THIS SITE. YOU ACKNOWLEDGE, BY YOUR USE OF THE SITE, THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THIS DISCLAIMER DOES NOT APPLY TO ANY PRODUCT WARRANTY OFFERED BY THE MANUFACTURER OF THE ITEM. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS OF USE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, SHALL DUKE ENERGY OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF

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ANY NATURE ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF DUKE ENERGY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL DUKE ENERGY OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE FEES PAID BY YOU IN CONNECTION WITH YOUR USE OF THE SITE DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

Some jurisdictions do not allow certain limitations on damages, so the limitations and exclusions above may not apply to you. If this section is held to be unenforceable, then liability will be limited to the fullest extent permitted by applicable law. In the event that any provision of the above paragraph is found by a court of competent jurisdiction to exceed the restrictions permitted by applicable law, then the court shall have the power to reduce, limit or reform such provision to make it enforceable to the maximum extent permitted by law, and such provision shall then be enforceable in its reduced, limited or reformed manner; provided, however, that a provision shall be enforceable in its reduced, limited or reformed manner only in the particular jurisdiction in which a court of competent jurisdiction makes such determination. In addition, the parties agree that the provisions of the above paragraph shall be severable in accordance with the terms of these Terms of Use.

Privacy

Please review our Privacy Policy, which applies to personal information collected from or provided by you on the Site.

General

These Terms of Use, the Duke Energy Voice, SMS/Texting and Email Terms and Conditions, and the Privacy Policy represent the complete agreement between the parties and supersede all prior agreements and representations between them. Headings used in these Terms of Use are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms of Use is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the other terms of these Terms of Use shall remain in full force and effect. The failure of Duke Energy to act with respect to a breach of these Terms of Use by you or others does not constitute a waiver and shall not limit Duke Energy's rights with respect to such breach or any subsequent breaches. These Terms of Use shall be governed by and construed under North Carolina law without regard to conflicts of law provisions, provided that if you are a customer of Duke Energy for regulated utility services, then these Terms of Use shall instead by governed by and construed in accordance with the State in which you receive utility services from Duke Energy. In the event that you receive utility services from Duke Energy in more than one State, then these Terms of Use shall be governed by and construed in accordance with the laws of the State in which you first received utility services from Duke Energy.

E-SIGN Disclosure

By accepting these Terms of Use, you are consenting to receive certain communications from Duke Energy, its affiliates and service providers in connection with your account, including disclosures that are required to be provided to you in writing (collectively, "Disclosures") in electronic format. Duke Energy reserves the right to provide any Disclosure to you in paper format at the mailing address associated with your account.

Please note that:

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- If you wish to retain a copy of such Disclosures, you should print paper copies or reserve sufficient memory on your computer or mobile device.
- You may withdraw your consent to receive future Disclosures in electronic format by contacting Customer Service.
- In order to receive Disclosures electronically, you will need: a computer or a mobile device and software that provides the capability to: receive and send messages from an e-mail address; access and view internet web sites designed for use with generally available internet browsers; or open, view and print files in Portable Document Format ("PDF"); a valid e-mail address; internet access and access to a printer or sufficient memory on your computer or mobile device to save an electronic copy of your Disclosures.

Voice, SMS/Texting and Email Communications

Your access to and use of (a) telecommunications tools, including pre-recorded alerts, calls and voicemails (collectively, "Voice Communication"), (b) mobile communication tools and text messaging services (collectively, "SMS/Texting"), and (c) e-mail communication services is subject to the Duke Energy Voice, SMS/Texting and Email Terms and Conditions.

Paperless Billing and Online Payment Services

A. *Introduction*. Where applicable, as part of the Site, eligible customers can enroll in Duke Energy's Paperless Billing and Online Electronic Payment Programs or the Duke Energy Progress E-Bill Program, which are applications that allow you to receive, view and pay your bill online ("Online Payment Service(s)"). By enrolling in Online Payment Services, you agree to these Online Payment Service terms and conditions, as they may be amended from time-to-time. These Terms and Conditions apply to your use of the Online Payment Services, even if you: (i) enroll in the Online Payment Services at a later date; (ii) enroll, terminate and then re-enroll in the Online Payment Services; (iii) add, delete or change utility accounts for which you use the Online Payment Services; or (iv) add, delete or change bank accounts from which you pay using the Online Payment Services. Thus, these Terms of Use, as they may be amended from time to time, will apply to all of your usages of the Online Payment Services.

B. *Customer Account Eligibility*. There are several customer account attributes that, when present, will exclude a Duke Energy account from being eligible for participation in Duke Energy's Online Payment Services. Those customer account attributes are: (i) your electric account's class or type is not eligible; (ii) your account shows that return check(s) have been received within the last 12 months; (iii) your electric account is associated with a consolidated billing agreement, which means that your electric account billings are combined and reported with one or more other account billings each month; (iv) your account receives Electronic Data Interchange billing; (v) your account is coded for special handling prior to release each month; (vi) meter reading data from two or more meters located on your premises have been combined; (vii) you asked Duke Energy to deactivate your Online Payment Services account; or (viii) your electrical account billing exceeded $1 million within the last 12 months.

C. *Consent to Electronic Bills*. Duke Energy will discontinue mailing monthly bills to you if you enroll in the Paperless Billing Program. By enrolling in the Paperless Billing Program, you thereby: (i) affirmatively consent to Duke Energy 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 Paperless Billing Program. You also consent to the sending of electronic messages relating to the Paperless Billing Program by Duke Energy (directly or through third-party vendors engaged by Duke Energy).

Please note that:

- If you enroll in the Paperless Billing 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).

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- You may withdraw your consent for receiving electronic bills at any time by using the applicable feature of the Site, 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 Site.
- In order to participate in the Paperless Billing Program, you will need a computer or mobile device and software that provides 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; or open, view and print files in Portable Document Format ("PDF"), a working e-mail address; Internet access, and a printer or sufficient memory on your computer or mobile device to save an electronic copy of your bills.
- While participants in the Online Payment Services receive email notifications regarding bills, you agree that non-receipt of such e-mail messages shall not excuse the late payment of any bill. Duke Energy recommends that you log onto the Online Payment Services portion of the Site periodically to view upcoming bills.

If you transfer to a new address within the Duke Energy service territory and are issued a new account number while participating in the Paperless Billing Program, Duke Energy will attempt to enroll the new account in the Paperless Billing Program.

D. *Consent to Electronic Payment*. Duke Energy's Online Payment Program allows you to electronically pay your monthly utility bill from one or more of your checking or savings accounts. Using the Online Payment Services, you can electronically authorize a one-time payment of your monthly bill on the day you select, or set up a recurring payment to have your bill amount deducted automatically from your bank account on the due date. By enrolling in Online Payment Service, 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 Online Payment Service. 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 may withdraw your authorization for Duke Energy to initiate debit transactions to the account(s) designated at any time by disabling this feature through the Site, but it may take one billing cycle after you withdraw such authorization before such withdrawal becomes effective.
- You must keep your electronic contact information current by using the applicable feature of the Site.
- In order to participate in the Online Electronic Payment 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").

E. *Qualifications, Scheduling and Payments*. If you enroll in the Online Payment Services and are later found to be ineligible to participate by Duke Energy, you will be removed from the Online Payment Service, 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 that there are insufficient funds ("NSF") in your account to pay a bill authorized for payment by you via the Online Payment Service, 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 fee in the amount of $20 if the address in question is in the state of North Carolina, South Carolina, Florida, Ohio, or Indiana. For the state of Kentucky, the fee is $11. Please note that such fee is in addition to any NSF fees that may be imposed by your financial institution on the first and/or subsequent debit attempt

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resulting in an NSF notification.

F. *Automatic Monthly Payment Restrictions*. If you are enrolled in the Automatic Monthly Payment feature and you transfer service to a new address within the Duke Energy service territory, Duke Energy will attempt to enroll the new address in Online Payment Services as well. However, for the new address, you will need to re-enter your bank account information and re-select the Automatic Monthly Payment feature for the new account. When you elect to participate in the Automatic Monthly Payment feature (or add a new account to Automatic Monthly Payment), the account will be automatically paid with the next bill issued. To avoid late fees on existing charges, you should make a payment prior to the Automatic Monthly Payment for the next month's bill. You may reference your Online Payment Activity page, or contact Duke Energy Customer Service by phone or email, to determine whether the Automatic Monthly Payment feature has occurred. Duke Energy will credit the amount of the Automatic Monthly Payment to your account as of the date the funds are received by Duke Energy. You may stop any Automatic Monthly Payment through the Online Payment Service, or by notifying Duke Energy orally or in writing at least three business days before the scheduled date of the transfer. Through the Online Payment Service, you may choose to receive an email notice of the amount and date of an Automatic Monthly Payment at least 10 days prior to the scheduled date of payment. Receiving this e-mail notification is not an option if you elect to have your bill automatically paid on the date the bill was issued.

G. *Information Authorization*. By participating in the Online Payment Service, 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.

H. 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.

I. *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. 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 you, Duke Energy's

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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. In the event that you have questions about the Online Payment Services, please call Duke Energy or contact Duke Energy by using the “contact us” feature of the Site.

Non-Regulated Offers

A. *North Carolina and South Carolina Customers*. Non-regulated products are not part of the regulated utility services offered by Duke Energy Carolinas, LLC (“DEC”) / Duke Energy Progress, Inc. (“DEP”) and are not in any way sanctioned by the North Carolina Utilities Commission or the Public Service Commission of South Carolina. Purchasers of these products will receive no preferential or special treatment from DEC/DEP in regard to their regulated electric service. A customer does not have to buy these products or services from DEC/DEP in order to receive the same safe and reliable electric service from DEC/DEP. Purchasing such goods and services is completely at the customer's discretion and may also be available from non-affiliated suppliers.

B. *Indiana, Ohio and Kentucky Customers*. Non-regulated services offered by Duke Energy are not in any way sanctioned by the Indiana Utility Regulatory Commission, the Public Utilities Commission of Ohio or the Public Service Commission of Kentucky. Purchasers of these products will receive no preferential or special treatment from Duke Energy in regard to their regulated electric service. A customer does not have to buy these products in order to receive the same safe and reliable electric service from Duke Energy.

C. *Florida Customers*: Duke Energy Florida, LLC (DEF) and its affiliates offer optional, market-based products and services that are separate from the regulated services provided by DEF. These services are not regulated by the Florida Public Service Commission. Purchasers of these products will receive no preference or special treatment from DEF for regulated services. A customer does not have to buy these products or services from DEF or its affiliates in order to receive the same safe and reliable electric service from DEF. Nonpayment for these products or services may result in removal from the program, but will not result in disconnection of electric service. These goods or services may also be available from other non-Affiliated suppliers.

Contact Us

You may direct any questions about these Terms of Use to Duke Energy by contacting Customer Service.

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DUKE ENERGY.

Energy Data Request Form

Please complete the form below. You will receive a confirmation after clicking submit. In order for us to proceed with your request, a Customer Data Release Form (included in your confirmation email) must be signed by the customer of record for each account for which data has been requested. All Customer Data Release forms must be collected by the requester and forwarded to Duke Energy.

The forms may be scanned and emailed to BillHistory@duke-energy.com or mailed to 9700 David Taylor Drive, Charlotte, NC 28262 Attn: Customer Data Release DT02V. Whether sending by mail or email all forms must be sent at the same time to ensure an accurate billing statement.

Upon receipt of all forms, a billing invoice(s) will be issued to the requester. There will be a $48 flat fee plus a variable fee of $0.20 per customer. Charges do not apply for customer data requested from Duke Energy Ohio, Inc., Duke Energy Kentucky, Inc. or Duke Energy Florida, Inc. Separate invoices will be issued for data requested from each of the following Duke Energy operating companies: Duke Energy Indiana, Inc.; Duke Energy Carolinas, LLC (in its North Carolina and South Carolina service territories); Duke Energy Progress, Inc. (in its North Carolina and South Carolina service territories). For Ohio, Kentucky and Florida, the requested data will be provided within 30 days of receipt of all Customer Consent forms. For all other states, the requested data will be provided within 30 days of receipt of payment in full.

***Contact First Name:**

***Contact Last Name:**

***Contact Phone Number:** {xxx-xxx-xxxx}

***Contact Email Address:**

***Retype Contact Email Address:**

***Customer Served by:**

- ◯ Duke Energy Ohio, Inc.
- ◯ Duke Energy Kentucky, Inc.
- ◯ Duke Energy Florida, Inc.
- ◯ Duke Energy Indiana, Inc.
- ◯ Duke Energy Carolinas, LLC
- ◯ Duke Energy Progress, Inc.

Submit