



## Service Disclosure Statement

Commerce Energy is required by the Georgia Public Service Commission to provide this Disclosure Statement to Customers when enrolling their Natural Gas Service and when they request information about Commerce Energy. This information is also posted on our website at [www.commerceenergy.com](http://www.commerceenergy.com). This statement contains general information about our services, rates and price plans, as well as company contact information. In addition, customers should also read Commerce Energy's Terms and Conditions as that includes additional important information about your service. This Service Disclosure Statement together with your Terms and Conditions constitutes the entire agreement between you and Commerce Energy. The following is a description of Commerce Energy's natural gas services and products.

**Fixed Rate Plan (36-Billing Cycle) - Fixed Price Plan.** You will be charged a fixed price at the price of \$0.699 per therm for the supply of Gas to your Location/s included under the Agreement, as well as a standard monthly Customer Service Fee of \$5.95. This price does not include applicable state and local taxes. Your gas service will be billed on a monthly basis for a term of 36 months. This fixed price will not change during the Term of your Agreement. If you cancel this price plan prematurely, you will be charged an exit fee of \$75.00 for each full or partial year. Please see your terms and conditions for details. The standard unit price does not include state and local taxes or charges imposed by AGLC.

**Start Date.** Your start date will be the first effective meter read date following successful enrollment. This process can take up to 60 days or more if there are complications.

**Cancellation.** You have a three-day right of rescission following receipt of this disclosure statement at the time of initiating service, when informed of a change in terms or conditions, or notice of any new or additional charges. You may cancel your request in writing or electronically by contacting our Customer Service department. See contact information below. Commerce Energy will not prevent a consumer from obtaining distribution and commodity sales service from another marketer or provider. If this Agreement ends, for any reason, you must still pay all amounts charged to you up to the service end date.

**Billing.** Commerce Energy will bill you directly. You will receive one monthly bill invoice for services received and gas consumed during the prior bill cycle. The bill invoice will include both Commerce Energy's and AGLC's charges. Invoices will be based upon actual or estimated metered gas consumption; we reserve the right to estimate consumption if actual consumption data is not available at the time we render our invoice and reconcile estimated and actual consumption on a future invoice. We will not send estimated bills, except when the actual meter readings are not made available, and in that event, such estimated bills will be limited to no more than two consecutive months. Invoices from Commerce Energy will be due and payable 20 days after the date the bills are mailed or posted electronically. Late payments or partial payments will accrue a late payment fee. If your account becomes past due by \$30.00 or more, you will be billed a Late Fee of 1.5% of the outstanding bill amount, or \$10.00, whichever is greater. We reserve the right to correct a billing error and you will then receive a forward credit or debit on your bill, as applicable. We do not provide cash refunds. If you receive a gas bill that contains charges that were initially under-billed or unbilled, you are entitled to an extended payment arrangement of not less than 90 days. If you qualify for a payment arrangement, you will not be assessed late charges as long as you remain current with your payments. You will be responsible for paying us all amounts due under the applicable invoice. In addition to your regular Commerce Energy monthly gas charges and AGLC's base charge, if applicable, you will be charged separate fees for any service connection, disconnection and reconnection. If applicable, you may also be charged an Interstate Pipeline Capacity Charge, which is an additional transportation charge that is based on Dedicated Design Day Capacity (DDDC). The DDDC is based on your consumption over the past year. Any other fees generated by AGLC will also be charged, if applicable.

**Credit Review.** You authorize us, for the duration of the Term, to access, use and update information about you (including contact, billing and credit history, and consumption information), and to obtain it from and provide it to AGLC and our service providers. Our supply of Gas to you may depend on your credit worthiness. We are not obligated to accept this Agreement if you do not meet our credit requirements. If you don't pass the credit review, you may be required to post a deposit in order to receive service. We, our affiliates, service providers, and business partners can use your information to communicate with you about other products and services. You may cancel our right to use your information in such manner at any time.

**Payment.** Please contact our Customer Service Department if you would like to set up payment arrangements. If you qualify, you will not be assessed late charges as long as you remain current with your payments. Payment in full is due on or before the Due Date shown on your bill. The number of days between the bill date and the due date may vary; however, you have at least 20 days from the date Commerce Energy mails you the bill to pay. For any payment to your account that is not accepted for its full amount, including insufficient funds associated with a bank draft payment, at our option, we will assess a non-refundable insufficient funds charge of \$25.00. You may use one of the following payment options:

**Check or money order** - via the mail. Your payment may take up to seven business days to process.

**Pay by phone** – You can pay your bill automatically using your VISA, MasterCard or certain ATM/debit cards. Please call our Customer Service department for assistance.

**Information regarding heating assistance administered by the Georgia Department of Human Resources is available from the Division of Family and Children Services at 404.463.3016 or 1.800.869.1150. Commerce Energy is able to receive payment directly from assistance programs that have contracted to pay us directly.**

**Disconnection of Service.** If you fail to pay all invoiced charges when due, within at least 45 days from the bill issuance date and Commerce Energy is still your marketer, we will notify AGLC. As a result, AGLC will disconnect your gas service in accordance with Governing Law. You will be given at least 15 calendar days prior notice. A service reconnection charge of up to \$60.00 per occurrence may apply. Before a request is made to disconnect gas service for failure to pay, we will send you a written notice and offer at least one reasonable payment arrangement. Gas service will not be disconnected for non-payment of a bill that was not sent to you in a timely manner. In addition, the following exceptions prohibit disconnection of service to certain residential customers.

Commission Rule 515-3-3-.03 prohibits disconnection of service to a residential consumer who has a serious illness that would be aggravated by disconnection of their gas service. If you qualify, you must notify Commerce Energy of this condition in writing, or orally with written notice within the next ten (10) days. You must furnish within ten (10) days following the initial notice a written statement from a physician, county board of health, hospital or clinic identifying the illness and its expected duration, and certifying that the illness would be aggravated by the disconnection. This notice will postpone any disconnection for the shorter of either the length of the illness or one month from the date of the initial notice. You may renew the postponement period one additional time by repeating the previous steps.

Commission Rule 515-3-3-.04 prevents disconnection of service for an unpaid bill between November 15 and March 15 if:

(1) The consumer agrees in writing to pay the past due balance including consumer charges in equal installments beginning with the first billing period after March 15 and concluding prior to the following October 15, unless the consumer fails to comply with such agreement. (2) The consumer agrees in writing to pay all bills by the due date for current service received after said agreement, unless the consumer fails to comply with such agreement. (3) The forecasted local low temperature for a 48-hour period beginning at 8:00 a.m. on the date of the proposed disconnect is below 32 degrees Fahrenheit.

**For information regarding heating assistance and the LIHEAP program:**

Energy Assistance Program  
Dept. of Human Resources, Constituent Services  
2 Peachtree St., NW, Suite 18-486  
Atlanta, GA 30303  
Phone: 1-800-869-1150  
Fax: 404-657-4480

**Renewal, Term, or Plan Changes.** If you have a fixed term agreement with us and it is approaching the expiration date, or whenever we propose to change our terms of service in any type of agreement, you will receive written notification from us prior to the date of expiration or change to the agreement in accordance with Georgia laws and regulations. We will explain your options to you in this advance notification.

**Budget Billing.** Commerce Energy may offer Budget Billing, which allows customers to receive bills in approximately the same amount for each billing cycle based upon usage history and other factors. Under this plan, your monthly payment will be established by estimating your annual costs for natural gas for the upcoming year based on your previous bills and what Commerce Energy expects your future energy costs to be under your then current price plan. At least once a year or when you terminate Service, Commerce Energy will calculate the difference between what you have already paid and what your actual energy costs have been during the year based on your price plan. If you have paid more than what your price plan would otherwise require, Commerce Energy will make an appropriate adjustment to future bills, or credit your charges by such amount. For under payment, we will adjust the amount of your future bills or send you a separate bill for the difference. Budget Billing Plans are subject to the same termination and renewal provisions set forth under all other plans offered by Commerce Energy.

**Deposits.** To establish or re-establish service, Commerce Energy may require that a deposit be paid based on obtained credit criteria and/or past payment history. The amount of the deposit will not exceed \$150.00 for any consumer who primarily uses gas for personal family or household purposes. The deposit shall not exceed twenty (20) percent of the consumer's estimated bill for any non-residential firm retail customer who meets the definition under Commission Rule 515-7-9-.01(l). In addition, we reserve the right to periodically assess deposits to existing customers if they do not meet our credit requirements. If you are a residential customer and your account remains in good standing for six consecutive months, your deposit, plus accrued interest if applicable, will be refunded by applying a credit to your account. If your account remains active and you have a credit balance after the deposit is applied, upon request we will send you a check for the amount of the credit balance. Deposits refunded prior to six months do not accrue interest. If you move out of the service area and have paid a deposit or have switched marketers, your deposit will be applied to your final bill. If your

deposit exceeds your final balance by \$1.00 or more, Commerce Energy will send you a check for the difference within 60 days of your final bill. You are responsible for providing Commerce Energy with a current mailing address to ensure accurate delivery of mail.

### **Disputes**

In the event of a billing dispute or a disagreement involving Commerce Energy's service, we will do our best to resolve any issues. Please contact our Customer Service Department.

### **How to Contact Commerce Energy**

**By Telephone: 1-866.587.8674, Weekdays 9AM to 6PM EST**

**By [Email: customerservice@commerceenergy.com](mailto:customerservice@commerceenergy.com)**

**By Mail: Commerce Energy, Inc., P.O. Box 460008, Houston, TX 77056**

**Website: [www.commerceenergy.com](http://www.commerceenergy.com)**

Although you are not responsible for paying any disputed amount on your bill while we are investigating your dispute, you are still obligated to pay the portion of your bill that is not in dispute by the stated Due Date on your bill invoice. If you do not pay this portion on a timely basis, you may be assessed a Late Charge, and your service may be subject to disconnection. If you have been in contact with Commerce Energy about a service or billing problem and have not heard back within a reasonable time, or if you are not satisfied with our response, you may contact the Georgia Public Service Commission, Office of Consumer Affairs, 244 Washington St., SW Atlanta, GA 30334. Phone: 404-656-4501 (inside metro Atlanta) or 1-800-282-5813 (outside metro Atlanta). Fax: 404-463-6683, [E-mail: gapscc@psc.state.ga.us](mailto:gapscc@psc.state.ga.us), Internet: [www.psc.state.ga.us](http://www.psc.state.ga.us).