



## Terms of Service - SoCal Gas

### Terms of Service

Public Utilities Code Section 986 requires that each registered Core Transport Agent (CTA) offering natural gas (gas) service to residential and small commercial customers provide the potential customer with this written notice prior to the commencement of service. This written notice describes the price, terms and conditions of service that will apply to you, if you decide to purchase gas from us. Bolt Energy is a registered CTA with the California Public Utilities Commission. Our CTA registration number is CTA0039. Our address is 75 Lake Road Suite 215 Congers, N.Y. 10920. Our toll-free telephone number is (800) 213-2870.

### Summary

This notice contains important information regarding the price, terms, and conditions of service with our company. This summary describes some of the more important points covered in this notice. You should, however, read the entire notice so that you understand all of the price, terms, and conditions which apply to you. Your total price of gas is estimated to be \$29.99 per month. This total price of gas includes the estimated price of gas, the estimated price to transport the gas to your home or business, and all other estimated charges. In addition to your payments to us, you are also obligated to pay your existing gas utility certain recurring charges for gas service, and charges regulated by the California Public Utilities Commission. You may also have to pay your gas utility for certain non-recurring charges regulated by the California Public Utilities Commission. You should refer to your gas utility bill or contact your gas utility to determine the amount for each of those charges. If you choose our company to be your CTA, you agree to let us be your gas provider for a period of 24 months from the enrollment effective date, and then on a month-to-month variable rate thereafter, unless you choose another gas service provider or sign a new service agreement with us. Should you decide to terminate this arrangement earlier, you will be responsible of paying a cancellation fee of \$199 which will be charged to the authorized card on file. You may rescind this agreement by calling our toll-free number within 3 business days of the sales agreement.

### Your Right To Choose

You have the right to choose who you want to purchase your gas from. If you select a CTA to supply you with gas, your existing gas utility will still be responsible for ensuring that the gas is transported to your residence or business. If you choose our company to be your CTA, we do not offer a low-income assistance program that provides a discount on your gas bill. You may be eligible for low-income assistance for the gas transport service provided by your existing gas utility. You should contact the gas utility to see if you are eligible for such assistance, and to apply with the gas utility if you are eligible for such assistance. In selecting a CTA, you should be aware that the CTA will require you to enter into a contract for a fixed period of time, rather than on a month-to-month basis. If you enter into a contract for a fixed period of time, and you decide to switch your gas provider before the contract term is up, you may be obligated to pay certain fees or penalties for early termination of the contracts. If you choose Bolt Energy to be your CTA, then you agree to let us be your natural gas provider for the number of months specified in your contract. Should any CTA refuse to provide you with gas service, you have the right to request, within thirty days from the date service was denied, that the CTA send you a written explanation of why the CTA denied you service.

### Verification That You Want a New Provider of Gas

If you decide to purchase your gas from someone other than your current provider of gas, the law requires the new CTA or the gas utility to verify that you agree to the change in your provider. This verification can take place in several ways. If you are a residential customer and you are contacted by a CTA, and you agree to switch to the CTA as your new gas provider, the CTA is required to connect you to a "third-party verification company," or to have the third-party verification company call you, to confirm that you agree to switch to the new CTA. The third-party verification company may ask you for certain identifying information such as your name, your address, your current gas provider and account number, and whether you agree to the switch to the new CTA that you have selected. You should be careful not to disclose any more information than necessary to confirm the switch. The third-party verification company can use the information that you provide only to confirm that you agree to the switch in provider. An unauthorized release of the information you supplied to the third-party verification company is grounds for a civil lawsuit. You may also request the third-party verification company for a copy of the record that confirms you have agreed to switch to the new provider of your choice. If you are a residential customer and you directly call the CTA that you want to switch to, your new gas provider is not required to use the third-party verification process described above. Instead, your contact with the new provider is sufficient to confirm that you agree to switch to the CTA you called. If you are a small commercial customer, the CTA must confirm your agreement to switch to the new provider in one of four ways. First, the new



CTA can use the third-party verification process described above. The second method is for the new CTA to mail you an information package regarding your agreement to switch, and you return the written confirmation to switch. The third method is that the new CTA may have you sign a document which explains to you the effect of the change to a new CTA. And the fourth method is for the new CTA to obtain your consent through electronic means, such as e-mail or a facsimile authorization consenting to the switch to the new CTA.

**Your Total Price of Gas**

You will pay a monthly fee of \$29.99, plus taxes and fees. Admin fee of \$9.99 per month may apply. In addition to your payments to us, you are also obligated to pay your existing gas utility certain recurring charges for gas service, and charges regulated by the California Public Utilities Commission. You may also have to pay your gas utility for certain non-recurring charges regulated by the California Public Utilities Commission. You should refer to your gas utility bill or contact your gas utility to determine the amount for each of those charges.

**Your total price will consist of the following:**

- Our Recurring Charges:** You will pay a monthly fee of \$29.99, plus taxes and fees. Admin fee of \$9.99 per month may apply. Your recurring charges will be paid every month using the credit or debit card you provide in connection with this agreement.
- Gas Utility Charges:** In addition to your payments to us, you are also obligated to pay your existing gas utility certain recurring charges for gas service, and charges regulated by the California Public Utilities Commission. You may also have to pay your gas utility for certain non-recurring charges regulated by the California Public Utilities Commission. You should refer to your gas utility bill or contact your gas utility to determine the amount for each of those charges.

The following table provides you with an estimate of your monthly gas bill based on the total price of gas delivered to your home or business and estimated monthly usage. All usage levels may not be applicable for fixed daily rate product.

Monthly Usage (in therms)	Estimated Monthly Bill (USD)
10	\$29.99
25	\$29.99
50	\$29.99
75	\$29.99
100	\$29.99
150	\$29.99
200	\$29.99
250	\$29.99
275	\$29.99
300	\$29.99
400	\$29.99
500	\$29.99
600	\$29.99
700	\$29.99
800	\$29.99
900	\$29.99
1000	\$29.99

**Description of Terms and Conditions of Service**

If an advance deposit is required, Public Utilities Code Section 985(g) provides that the deposit amount cannot be more than your estimated bill for a three-month period. You, the customer, will be purchasing gas from us, we will charge on the meter start date of every month. Should you own any past due amounts on your bill, you will be subject to a late fee of 2.5% of all money owed. If you fail to pay any past due amount owed to us, we may transfer your gas service back to the gas utility, who may then disconnect your gas service if you fail to pay the gas utility's charge. If your gas service is disconnected, you may be obligated to pay a disconnect fee to the gas utility. In order to reestablish gas service, you may have to pay a reconnection fee to the gas utility.

**Complaint Procedures**

Different complaint procedures apply depending upon whom you have a dispute with. If you have a billing-related dispute concerning the gas utility's charges, or a dispute regarding the manner in which the gas is distributed to your residence, an informal complaint may be submitted to the California Public Utilities Commission (CPUC) for an attempt at resolving the matter. If the matter is not resolved, you may file a formal complaint with the CPUC if you meet the conditions set forth in Article 4 of the CPUC's Rules of Practice and Procedure. If you have a billing-related or service-related dispute with us, the CTA,



you may complain to the CPUC. The CPUC shall first attempt to informally resolve your complaint through the informal complaint process. If the matter cannot be resolved satisfactorily, you may file a formal complaint against us with the CPUC or file a complaint against us in civil court. You must pay your bill in full, except for the disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the CPUC's decision. If you file or submit a complaint with the CPUC against a gas utility or a CTA, your gas service cannot be disconnected if you deposit the disputed amount with the CPUC in an escrow account. If you have any questions regarding the CPUC complaint procedures, you may contact the Consumer Affairs Branch (CAB) or the Public Advisor's Office of the CPUC. The CAB may be reached at 1-800 649-7570, and the Public Advisor's Office may be reached at 1-866-849-8390.

#### **Carbon Offset Program**

Your natural gas bundle funds Carbon Offset Projects that reduce emissions equivalent to your usage. A Carbon Offset is a voluntary reduction in greenhouse gas emissions that can be used to balance emissions produced elsewhere. Since every ccf of natural gas used will emit about 11.8 lbs. of CO<sub>2</sub> (5.34 kg CO<sub>2</sub>), your bundled product negates the environmental impact from natural gas use in your home by our purchase of a Carbon Offset through a Carbon Offset Program. A Carbon Offset purchased through a Carbon Offset Program represents the removal of 1 metric ton of CO<sub>2</sub> equivalent (CO<sub>2</sub>e) from the atmosphere. Carbon Offset: A GHG reduction that is created and monetized after being evaluated to ensure it is real, additional, quantifiable, permanent, verifiable and enforceable. Carbon Offset Project: Infrastructure created to produce an offset. Carbon Offset Program: An established entity with a set of rules that exist to ensure offsets meet stringent requirements to ensure transparency and credibility. Some examples include the American Carbon Registry (ACR), the Climate Action Reserve (CAR), the Gold Standard (GS), and the Verified Carbon Standard (VCS) Program.

#### **Notice Of Your Right To Cancel**

You have the right to cancel your contract for gas service that you have entered into with us. You have the right to cancel the contract until midnight of the third business day after the day on which you the customer signs an agreement or offer to purchase from us, the CTA. Core commercial gas customers can also waive their right to cancel under Public Utilities Code §989.1(a) by signing a separate written waiver of your right to cancel and returning that waiver to the CTA. This separate written waiver must be presented to you at the time you sign the agreement or offer to purchase from us, the CTA. Should you decide to terminate this arrangement within the 24 months term, you will be responsible of paying a cancellation fee of \$199 which will be charged to the authorized card on file. To cancel the CTA contract with us, you may send us, at the address listed on page 1 of this notice, written notice of your cancellation within the time period specified above. You may also exercise your right to cancel by contacting us at the telephone number listed on page 1 of this notice, and informing us that you want to cancel the CTA contract with us. No fee or penalty may be imposed against you for exercising your right to cancel within the applicable time periods.

Class Action Waiver: By entering into this contract, you are giving up your right to arbitrate or litigate in court any dispute or claim as a class action or collective action, either as a class representative or member or collective action participant. You further agree that your rights as a consumer under the CCPA are neither waived nor impaired by virtue of proceeding in a non-class, non-consolidated and non-joint arbitration authorized under this agreement, nor shall proceeding in a non-class, non-collective impairment of your rights. In the event an arbitrator deems this class action waiver invalid, then the arbitration provision above shall be null and void.

Waiver of Right to Trial by Jury: In arbitration, each party expressly and irrevocably waives their right to a trial by jury of any dispute or claim arising out of or relating to this agreement, including claims arising under the California Consumer Privacy Act or any other federal state laws.

**Assignment.** You may not assign this agreement without prior written consent of the Company. Company reserves the right to sell, transfer, pledge or assign this Agreement and your account, and related revenues and proceeds for financial purposes or in connection with a sale. This agreement is binding upon the parties hereto and their respective successors and legal assigns.

#### **Your Rights If You Are Denied Service By The CTA**

If you are offered gas service by us, the CTA, and we decline to provide the service to you, you have the right to request that we provide you with a written reason as to why we declined to provide you with service. Bolt reserves the right at its discretion to terminate this agreement. Your request for the written reason must be made within 35 days from the date that we declined to provide service to you. We then have 30 days from your request to provide you with the written reason as to why we declined to provide service to you. If you disagree with the written reason as to why we declined to provide service to

you, you may submit an informal complaint to the CPUC to see if the CPUC can informally resolve this issue.

Contact Information.

Bolt Energy Services LLC

Address: 75 Lake Road Suite 215 Congers, N.Y. 10920

Website: [www.Boltenergyservices.com](http://www.Boltenergyservices.com)

Phone: 800-213-2870 (Toll Free)

Hours of Operation: Mon-Fri 9:00am – 5:00pm (Eastern Time)