

Duke Energy Online Savings Store and Business Savings Store Terms of Service

Last updated 2/9/23

Introduction

These Duke Energy Online Savings Store and Business Savings Store Terms of Service (collectively, the “Terms of Service”) set forth the terms and conditions applicable to and governing your access to and use of and purchases of energy saving products (“Products”) and services (“Services”) that you make through the Duke Energy Online Savings Store and Business Savings Store (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 Service or your use of the Site constitutes your agreement to follow and be bound by these Terms of Service. 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 Service. DUKE ENERGY RESERVES THE RIGHT TO UPDATE OR MODIFY THESE TERMS OF SERVICE 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 SERVICE WHENEVER YOU USE THIS SITE. IF YOU DO NOT AGREE TO (OR CANNOT COMPLY WITH) ANY PART OF THESE TERMS OF SERVICE, DO NOT USE THIS SITE OR ACCEPT THESE TERMS OF SERVICE.

ARBITRATION NOTICE: These Terms of Service 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 Service. 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 Service, any use of this Site, including the reproduction, modification, distribution, transmission, republication, display or performance of the Content, is strictly prohibited.

Availability

Access to and use of certain features and services on this Site may require an online account with Duke Energy. The Site provides users with access to various online resources and products and services for purchase. 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, products or features, shall be subject to these Terms of Service. 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 safeguarding your user name and password, and for any unauthorized activity on your account resulting from your failure to do so.

Additional Terms

In addition to these Terms of Service, additional terms, conditions and policies may apply to your use of certain services, features or products available on this Site ("Additional Terms"). For example, the Site may include access to a variety of energy efficiency tools, resources, access to products, services and programs, which may be subject to additional terms and conditions. For example, we or our suppliers may offer sweepstakes, rebates or rewards points on the Site that are subject to Additional Terms. If there is any conflict between these Terms of Service and the Additional Terms, the Additional Terms take precedence solely with respect to the relevant service, product, program or activity. Please read all applicable Additional Terms carefully. These Terms of Service 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.

Purchases

These Terms of Service apply only to Products and Services purchased directly on the Site. We may make available links to the e-commerce sites of third parties third party retailers' or manufacturers' sites (collectively, "Third Party Merchant Sites"). Purchases made on such Third Party Merchant Sites are subject to the

terms and conditions of such Third Party Merchant Site. DUKE ENERGY AND ITS AFFILIATES DISCLAIM ALL LIABILITY TO YOU ARE IN NO WAY LIABLE TO YOU IN CONNECTION WITH ANY PRODUCTS OR SERVICES THAT YOU PURCHASE ON A THIRD PARTY MERCHANT SITE.

A. Prices

Your purchase price for the Products and Services on the Site will be indicated on or calculated by the Site. All prices are subject to change by Duke Energy without notice. You agree to pay Duke Energy or its third party fulfillment provider (“PSP”) the price for Products and Services you purchase as calculated by the Site at the time of purchase, plus all applicable sales, use or similar taxes or duties imposed by taxing authorities on such purchase (collectively, “Charges”). Certain Products, Services and prices may not be available in all markets.

B. Payment

Upon submitting a purchase to the Site, you agree that Duke Energy or its PSP may charge your designated payment method all applicable Charges as of the order date. You agree to provide accurate and complete billing information to the Site, including your legal name, address, telephone number, and payment information. If such information is false or fraudulent, Duke Energy reserves the right to cancel your purchase and your access to the Sites in addition to seeking any other legal remedies. Duke Energy and its PSP are not responsible for any Charges incurred in connection with purchases made on the Site using your account credentials, or any penalties charged to you by a third party (e.g., overdrawn accounts, exceeding credit card limits, etc.). All Charges billed to your designated payment method for purchases made on the Site will be considered valid, unless disputed by you in writing within thirty (30) days after the purchase date. No adjustments will be made for disputed Charges made more than thirty (30) days after the applicable purchase date. All prices on the Site are shown in U.S. dollars.

C. Returns and Refunds

Products and Services purchased on the Site are subject to our [Return and Refund Policy](#), as may be updated from time to time by Duke Energy.

For Residential Return Policy select your jurisdiction

- DEC NC - <https://shop-decnc.duke-energy.com/Support/order-information.html>
- DEP NC - <https://shop-depnc.duke-energy.com/Support/order-information.html>

- DEC SC - <https://shop-decsc.duke-energy.com/Support/order-information.html>
- DEP SC - <https://shop-depsc.duke-energy.com/Support/order-information.html>
- IN - <https://shop-dei.duke-energy.com/Support/order-information.html>
- KY - <https://shop-dek.duke-energy.com/Support/order-information.html>

For Non-Residential Return Policy select your jurisdiction

- DEC NC - <https://shopbusiness-decnc.duke-energy.com/Support/order-information.html>
- DEP NC - <https://shopbusiness-depnc.duke-energy.com/Support/order-information.html>
- DEC SC - <https://shopbusiness-decsc.duke-energy.com/Support/order-information.html>
- DEP SC - <https://shopbusiness-depsc.duke-energy.com/Support/order-information.html>
- IN - <https://shopbusiness-dei.duke-energy.com/Support/order-information.html>
- KY - <https://shopbusiness-dek.duke-energy.com/Support/order-information.html>

D. Rebates

Certain Products purchased on the Site may be eligible for rebate offers. Such rebate offers are subject to separate or additional terms, conditions, and eligibility requirements, including the [Rebate Terms and Conditions](#). We may rely on your confirmation that you meet the applicable eligibility requirements for a particular rebate offer. If we issue you a rebate based on your confirmation, and subsequently determine that you do not meet the eligibility requirements in the Rebate Terms and Conditions, then you agree to we may charge you the amount of the rebate that was applied to the transaction. You agree that Duke Energy and its suppliers shall have no liability to you or any third party arising from such charge-backs.

For Residential rebate terms and conditions select your jurisdiction .

- [DEC NC](#)
- [DEC SC](#)
- [DEI](#)
- [DEK](#)
- [DEP NC](#)
- [DEP SC](#)

For Non-Residential rebate terms and conditions select your jurisdiction.

- [DEC NC](#)
- [DEC SC](#)
- [DEI](#)
- [DEK](#)
- [DEP NC](#)
- [DEP SC](#)

E. Risk of Loss

All Product purchases through the Site are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery of the applicable Product to the carrier.

F. Shipping

Please see our Shipping_Terms for information about our shipping policies and practices.

For Residential shipping terms select your jurisdiction

- DEC NC - <https://shop-decnc.duke-energy.com/Support/order-information.html>
- DEP NC - <https://shop-depnc.duke-energy.com/Support/order-information.html>
- DEC SC - <https://shop-decsc.duke-energy.com/Support/order-information.html>
- DEP SC - <https://shop-depsc.duke-energy.com/Support/order-information.html>
- IN - <https://shop-dei.duke-energy.com/Support/order-information.html>
- KY - <https://shop-dek.duke-energy.com/Support/order-information.html>

For Non-Residential shipping terms select your jurisdiction

- DEC NC - <https://shopbusiness-decnc.duke-energy.com/Support/order-information.html>
- DEP NC - <https://shopbusiness-depnc.duke-energy.com/Support/order-information.html>
- DEC SC - <https://shopbusiness-decsc.duke-energy.com/Support/order-information.html>
- DEP SC - <https://shopbusiness-depsc.duke-energy.com/Support/order-information.html>
- IN - <https://shopbusiness-dei.duke-energy.com/Support/order-information.html>
- KY - <https://shopbusiness-dek.duke-energy.com/Support/order-information.html>

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, policies, products or services 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).

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.

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, product reviews, 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 and sublicense 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.

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.**

Acceptable Use Policy

You agree that your use of the Site: will not violate these Terms of Service or the guidelines set forth in the [Duke Energy 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.

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 Service.

Termination

These Terms of Service are effective unless and until terminated by either you or Duke Energy. You may terminate these Terms of Service at any time, provided that you discontinue any further use of this Site. Duke Energy also may terminate these Terms of Service 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 Service, or for any other reason. Upon any termination of these Terms of Service 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 Service or otherwise. The following sections shall survive any termination of these Terms of Service: "Additional Terms", "Purchases", "Third-Party Sites," "Site Security," "Copyrights and Trademarks," "Registration, Submissions, and Comments," "Indemnification," "Termination," "Arbitration Agreement and Class Action Waiver," "Warranty Disclaimer," "Limitation of Liability," "Privacy," "General," and "E-SIGN Disclosure".

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 Service, 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.

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 SERVICE, 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 Service
526 S. Church St.
Charlotte, NC 28202
Attn: Terms of Service

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.

WARRANTY DISCLAIMER

THIS SITE, AND ALL FEATURES, CONTENT, AND SERVICES AVAILABLE ON THE SITE ARE PROVIDED BY DUKE ENERGY AND ITS PSP 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, SERVICES 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 THAT MAY BE OFFERED DIRECTLY TO YOU BY THE MANUFACTURER OF PRODUCTS SOLD ON THE SITE. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS OF SERVICE. 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 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 PURCHASE PRICE (LESS ANY DISCOUNTS AND REBATES APPLIED TO SUCH PRICE) PAID BY YOU IN CONNECTION FOR THE PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIM.

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 Service.

Privacy

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

General

These Terms of Service, 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 Service are for reference purposes only and in no way define or limit the scope of the section. If any provision of these Terms of Service 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 Service shall remain in full force and effect. The failure of Duke Energy to act with respect to a breach of these Terms of Service 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 Service 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 be 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 Service, 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:

- 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.

Contact Us

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