

TERMS AND CONDITIONS

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obtaining or providing information from or to, this Web site. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural unless the context otherwise requires.

- [Terms & Conditions in Spanish](#)

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Southern California Gas Company
Office of the General Counsel
Notice of Infringement
555 W 5Th St.
Los Angeles, CA 90013-1046

Such Notice must provide the information required under the relevant provision of the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (c)(3)(A) (or any successor thereto). As provided in that Act, any notification claiming infringement that fails to comply substantially with the provisions above shall not be considered as providing "actual knowledge" or an "awareness of facts or circumstances from which infringing activity is apparent." Please provide a separate Notice each time you wish to report alleged acts of infringement.

Company has adopted and implemented a policy that provides for the termination, in appropriate circumstances, of the accounts of Users who are repeat infringers or who are repeatedly charged of infringement.

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By using, accessing, downloading, obtaining or providing information from or to this Web site, Users will be deemed to have read and accepted these Terms and Conditions and agreed to be legally bound by these Terms and Conditions (including our [Privacy Policy](#)) which is incorporated herein by this reference. Please be aware that all references to the "web site" in our Privacy Policy are deemed to also apply to this Web site, both when used in conjunction with, or independently from, Company's Web site at www.socalgas.com.

Users must discontinue use of this Web site immediately if they do not agree or accept all of these Terms and Conditions. The Company retains the right to remove or bar any User from using this Web site at its sole discretion.

User Accounts

Company may, in its sole discretion, provide access to Users to restricted portions of this Web site, including, without limitation, one or more User accounts where specific customer information and services may be provided and/or obtained.

Users accessing such locations may be subject to additional terms and conditions as specified in connection with the services provided. Users with service accounts are exclusively responsible for preserving the confidentiality of any log on information, User account information, and any actions or inactions in connection with such account.

Scheduling Appliance Service Requests

Users may place an online request to have a Company service technician visit your home or business to check, or in some circumstances, repair, your gas appliance(s). Emergency requests cannot be taken online. During the day, an adult (18 years or older) should be on the premises for any scheduled visit, but you may make advance alternate arrangements to have the service technician access the appliance(s). After dark an adult must be at the premises, or the service technician will not enter. Company assumes no liability in accessing your home or business, even if a key is left to provide access.

Content Submission

If a User submits any digital images or other content including all photographs, illustrations, graphics and text (collectively, "Materials") to Company through the Web site, then the following terms will also apply:

- User may only submit Materials to Company through the Web site for which User holds all intellectual property rights. In other words, if a User submits a digital image to Company, the User must own all rights to such image or the User must have the authorization of the person who does own those rights. Minors may not submit Materials to Company through the Web site. Further, a User may not submit any personally identifiable information about any child under the age of 13.
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- User hereby grants to Company and its sublicensees a nonexclusive, worldwide, royalty-free license to use all trademarks, trade names, and the names and likenesses of any individuals that appear in the Materials. User grants to Company and its sublicensees the right to use the name that User submits in connection with the Materials.

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Location-Enabled Features

Certain location-enabled functionality (e.g., locating the nearest Company payment office or nearest CNG station) made available in the Web site is provided by third party providers. Users use of that functionality is subject to such third party's terms and conditions (as updated from time to time). Users must exercise their own judgment as to the adequacy and appropriateness of the information. All location-based information is provided entirely "as-is," without warranties of any kind.

Dispute Resolution

Agreement to Arbitrate Disputes

BY USING, ACCESSING, DOWNLOADING, INSTALLING, OBTAINING OR PROVIDING INFORMATION FROM OR TO THIS WEB SITE, USERS EXPRESSLY AGREE THAT ANY LEGAL CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN USERS AND COMPANY ARISING OUT OF OR OTHERWISE RELATING IN ANY WAY TO THE WEB SITE, INCLUDING CONTROVERSIES RELATING TO THE APPLICABILITY, ENFORCEABILITY OR VALIDITY OF ANY PROVISION OF THESE TERMS AND CONDITIONS OR OUR PRIVACY POLICY (COLLECTIVELY “DISPUTES”), SHALL BE RESOLVED BY THE PROCEDURES SET FORTH HEREIN. ANY PARTY MAY FILE A CLAIM AGAINST THE COMPANY BY CLICKING HERE. IN THE EVENT THAT THE CLAIM CANNOT BE RESOLVED INFORMALLY, USER HEREBY AGREES TO RESOLVE ALL DISPUTES THROUGH CONFIDENTIAL BINDING ARBITRATION, SAVE FOR THE ONE EXCEPTION SET FORTH BELOW. ALL DISPUTES SHALL BE RESOLVED BY ONE ARBITRATOR, WHO WILL BE A NEUTRAL ARBITRATOR AGREED UPON BY BOTH PARTIES TO THE DISPUTES. IN THE EVENT THAT THE PARTIES CANNOT AGREE ON A NEUTRAL ARBITRATOR AFTER SIXTY (60) DAYS, JAMS SHALL SELECT THE NEUTRAL ARBITRATOR FOR THE DISPUTES. THE COMPANY SHALL BEAR THE COSTS OF THE MUTUALLY SELECTED ARBITRATOR FOR ALL NON FRIVOLOUS CLAIMS. THE ARBITRATION WILL BE GOVERNED BY JAMS’ COMPREHENSIVE ARBITRATION RULES AND PROCEDURES LOCATED AT WWW.JAMSADR.COM. USERS SPECIFICALLY AGREE THAT THEY ARE BOUND TO RESOLVE ANY AND ALL DISPUTES IN ARBITRATION, INCLUDING BUT NOT LIMITED TO THE ABILITY TO ENFORCE THIS ARBITRATION AGREEMENT, EXCEPT SHOULD THEY CHOOSE TO PROCEED IN SMALL CLAIMS COURT AS SET FORTH BELOW. Each party agrees to pay its own attorneys’ fees and expenses. User and Company further agree that for any claim of damages of less than \$10,000, the arbitration may be conducted at plaintiff’s discretion solely based on written submissions. User and Company further agree that for any dispute that is less than \$10,000 a utility customer can choose to file that claim in Small Claims Court in the county in which that utility customer is billed, or for all others in Small Claims Court in Los Angeles, California. If the dispute is brought by any utility customer of Company, the arbitration shall be conducted in the county where that customer is billed. If the Dispute is brought by any other party, the arbitration shall be conducted in Los Angeles, California. The arbitrator has the power to award injunctive relief, but does not have the power to award punitive damages. The dispute shall be governed by California law, without regard to conflict of law provisions.

Waiver of Class Arbitration

To the fullest extent permissible under applicable law, all Disputes shall be resolved by binding confidential arbitration on an individual basis in each party’s individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator does not have the power to consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Users expressly agree that no other Disputes shall be consolidated or joined with your Dispute, whether through class arbitration proceedings or otherwise. By

using, accessing, downloading, installing, obtaining or providing information from or to, this Web site, Users acknowledge that they are voluntarily and knowingly waiving any right to participate as a representative or member of any class of claimants pertaining to any Dispute.

Enforcement of Arbitration Award

The arbitrator's award shall be final and binding on all parties subject to these Terms and Conditions, and may be entered as a judgment in any court of competent jurisdiction.

Severability

If any provision of these Terms and Conditions is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect and the invalid, void, or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by the law.

Prevailing Language

To the extent there is any inconsistency, ambiguity, or conflict between the English version of these Terms and Conditions and those translated into another language, the English version shall prevail.