

Aviator Web Site Access Agreement

[PLEASE REVIEW. YOUR USE OF THIS WEBSITE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.](#)

1. ACCEPTANCE OF TERMS

Welcome to the Aviator website of Columbia Gas of Kentucky, Inc., Columbia Gas of Maryland, Inc., Columbia Gas of Ohio, Inc., Columbia Gas of Pennsylvania, Inc., and Columbia Gas of Virginia, Inc., (hereinafter referred to both individually and collectively, as required by the context, as "Columbia"). Each Columbia company provides this Service with respect to customers in the relevant Columbia company service area, subject to the following terms and conditions, which may be modified in whole or in part by us from time to time. In addition, when using this Service, you and Columbia shall be subject to any posted guidelines or rules applicable to such Service that may be posted on this website from time to time. All such guidelines or rules are hereby incorporated by reference into this Agreement.

2. DESCRIPTION OF SERVICE

At this website, Columbia provides registered users with access to gas flow data, access to billing information and Choice Concerns, and the ability to make on-line payments and nominate gas, all under the terms and conditions of this Agreement (hereinafter referred to as the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new databases or information or services, shall be subject to the same terms and conditions included in this Agreement. While the Service provides access to billing information, all such information is provided as a convenience. In the event of any conflict between the billing information provided by this Service and billing information otherwise maintained or provided by Columbia, the billing information otherwise maintained or provided by Columbia shall control. In order to use this Service, you must at your own expense obtain access to the World Wide Web, either directly or through devices that access web-based content. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

3. REGISTRATION REQUIREMENTS

To have access to this website and any database, data or information accessible through it, you must register with Columbia and use the password assigned and provided to you. You will be given a master account identification number or password that will be for your individual use only as a representative of your organization. You will not share or provide that password or access to the website, database, data or information to anyone, including other representatives of your organization, without Columbia's express written consent. You and your organization will be held responsible for any unauthorized use of any user accounts, customer information, or Columbia information.

4. OWNERSHIP OF DATA

You agree that all of the programming of this website, the database, information, and data is owned by Columbia, and is therefore confidential and proprietary. In accordance with this Agreement, Columbia hereby grants to you a non-exclusive, non-transferable license to access and use the website and its associated databases, data and information for informational purposes and authorized transactions only, and any information obtained from such use shall not be disclosed, sold or otherwise transferred to any third party, other than your organization's authorized agent, without Columbia's express written consent.

5. USER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Columbia registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Columbia of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Columbia cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. USER CONDUCT

The use of this website requires information to be transmitted through a number of electronic devices, which may include, but are not limited to electronic measurement devices or meters, firmware and software programs, modems and other telecommunications devices, servers, mainframe computers, personal computers, and the Internet.

Therefore, Columbia does not guarantee the accuracy, integrity or quality of any database, data or information you may obtain by your access to and use of this website or Service, nor does Columbia guarantee the completion of any attempted payment or transaction. You understand that by using the Service, you may from time to time obtain incorrect, unadjusted or otherwise inaccurate or unreliable data or information. Under no circumstances will Columbia be liable in any way for any data or information, including, but not limited to, any errors or omissions in any database or data, or any loss or damage of any kind incurred as a result of the use of any data or information posted, e-mailed or otherwise transmitted via this Service. You agree not to interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service. You acknowledge that Columbia and its designees shall have the right (but not the obligation) in their sole discretion to refuse or discontinue access to the Service, or alter any data or information that is available through this Service at any time for any reason, with no prior notice to you. You agree that you must evaluate, and bear all risks associated with, the use of any system data or information, including any reliance on the accuracy, completeness, or usefulness of such data or information. In this regard, you acknowledge that you may not rely on any data or information obtained through this Service. You understand that the technical processing and transmission of the Service, including your data and information, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

7. INDEMNITY

You agree to indemnify and hold Columbia, and its subsidiaries, affiliates, directors, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys fees, made by any third party due to or arising out of your use of this Service, your connection to the Service, or your violation of any of the terms of this Agreement.

8. GENERAL PRACTICES REGARDING USE AND STORAGE

Columbia may establish general practices and limits concerning use of this Service including, without limitation, the maximum number of days the data or information will be retained in the database, the maximum number of updates to the database that will be performed daily, weekly or monthly, the maximum amount of data that may be accessed at any time, the maximum disk space that will be allotted on Columbia servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Columbia has no responsibility or liability for the deletion or failure to store any data or other information or communications maintained or transmitted by this Service. You further acknowledge and agree that Columbia reserves the right to change these general practices and limits at any time with or without notice.

9. ASSESSMENT OF PENALTIES

Nothing in this Agreement shall preclude Columbia from issuing penalties to you for failure to comply with the currently-effective tariff under which you take service even if you relied upon data or information obtained through the Aviator or this Service. You may not cite the failure to receive accurate data or information through the Aviator or this Service as the basis for avoiding the payment of penalties issued by Columbia for failure to comply with the currently-effective tariff applicable to your service.

10. MODIFICATIONS TO SERVICE

Columbia reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Service (or any part thereof) with or without notice. Columbia will not be liable to you or to any third party for any modification, suspension or discontinuance of this Service.

11. TERMINATION

Columbia, in its sole discretion, may terminate your password, account (or any part thereof) or use of this Service, and remove and discard any data or information within this Service, for any reason, including, without limitation, for lack of use or if Columbia believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Columbia may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. Termination of your access to the Service under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that Columbia may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this

Service. Further, Columbia will not be liable to you or any third-party for any termination of your access to this Service.

12. LINKS TO OTHER WEBSITES AND TRADE ALLIES

Columbia's website contains links to other websites or advertisements from Columbia's trade allies. Your business dealings with, or participation in promotions of other websites or advertisers that may be found on or through the Service from time to time, including payment and delivery of related goods or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. Columbia is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service or of links to other websites.

13. COLUMBIA GAS' PROPRIETARY RIGHTS

This Service, the necessary software used in connection with this Service ("Software"), including the database, data and information contained in or presented to you through this Service, and any Columbia trademarks and service marks contain proprietary and/or confidential information that is protected by applicable intellectual property and other laws. Except as Columbia expressly authorizes in writing, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on this Service or the Software, in whole or in part. Columbia grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Columbia for use in accessing this Service.

14. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT ALLOWED BY LAW:

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLUMBIA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. COLUMBIA MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COLUMBIA OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.

15. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT ALLOWED BY LAW COLUMBIA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COLUMBIA GAS HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

16. EXCLUSIONS AND LIMITATIONS

SOME LAWS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 14 AND 15 MAY NOT APPLY TO YOU; HOWEVER, TO THE EXTENT SUCH WARRANTY EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE LAWFUL, THEY WILL APPLY TO YOU.

17. NOTICE

Notices to you may be made via either email or regular mail. Columbia may also provide notices of changes to the Agreement or other matters by displaying notices or links to notices to you generally on the website.

18. TRADEMARKS

Columbia, Columbia Gas, Columbia Gas of Kentucky, Columbia Gas of Maryland, Columbia Gas of Ohio, Columbia Gas of Pennsylvania, Columbia Gas of Virginia, Columbia Energy Group, the logos of the aforementioned companies, are trademarks and service marks, and other Columbia logos and product and service names ("Columbia Marks") are trademarks of NiSource Inc. and/or its affiliates.

19. COPYRIGHT

The materials contained in this website are subject to the copyright laws of the United States. All the material is the copyright of Columbia. You agree not to duplicate any portion of the website, software, or source code for any purpose.

20. GENERAL INFORMATION

You agree that you will comply with terms and conditions of this Agreement and other applicable agreements regarding access to and use of information provided on the Aviator web site, including but not limited to the Aviator Web Site Registration and Master User ID Agreement. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The Agreement and the relationship between you and Columbia shall be governed by the laws of the State in which the underlying customer or customer account at issue is provided natural gas utility services without regard to its conflict of law provisions. You and Columbia agree to submit to the personal and exclusive jurisdiction of the courts located within that State. The failure of Columbia to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties intentions as reflected in the provision, and the other provisions of the Agreement shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Agreement are for convenience only and have no legal or contractual effect.

21. VIOLATIONS

Please report any violations of the Agreement to your Columbia representative.

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