

Online Account Terms of Use for AmeriGas and AmeriGas Family of Companies

Updated December 15, 2019.

AmeriGas Propane, L.P. (together with its affiliates, the "Company") welcomes you to its Online Account Portal and Website and related sites (the "Company Online Site"). The following terms and conditions govern your use of the Company Online Site. By accessing, viewing, or using the content, material, or services available on or through the Company Online Site, you indicate that you have read and understand these Terms of Use, that you agree to them and intend to be legally bound by them. The Company's [Website Terms of Use](#), which apply to an individual that visits the Company's website is incorporated into these Terms of Use by reference, as if fully set forth herein. If you do not agree to these Online Account Terms of Use, or if you are under 18 years of age, you are not granted permission to use the Company Online Site and must exit immediately.

Registration. In order for you, either as an individual or business, to sign up for the Company's Online service, E-Pay or AutoPay, you will be asked to register and create an account.

As part of the registration process, you will select a username and password ("Authentication Credentials"). You are solely responsible for maintaining the confidentiality of your Authentication Credentials and agree that the Company has no obligation to protect the security of your Authentication Credentials beyond systems and equipment owned and controlled by the Company. You agree not to give your Authentication Credentials to anyone. Should you allow others access to your account, or Authentication Credentials, you will be responsible for all actions that such persons might take with respect to your account. If you believe your Authentication Credentials may have been lost or stolen or someone may have gained access to your account or your Authentication Credentials without your permission, please refer to the change of password section below.

For purposes of identification, billing and marketing, you agree to provide the Company with current, accurate, complete, and updated information required by the online registration. You further agree to provide the Company with current, accurate, and complete data when utilizing the online functionality of the Company Online Site. You agree to notify the Company immediately of any changes in your registration data. The Company is not responsible for your failure to receive any notices or information or any other problem that results from your failure to keep such contact and/or payment information current and accurate.

Privacy. In order to set up electronic payment, automatic payment or online billing, you will be required to provide the Company with certain personally identifying information including your name, address and telephone number, as well as certain non-public personally identifying information such as your zip code and your deposit account or credit card information. Such information will be stored, handled, and used by the Company and its billing and payment vendors in accordance with the [Company's Privacy Policy](#).

Cancellation. Your access to online services remains in effect until it is terminated by you or the Company. You may terminate your access to online service at any time by notifying us of your intent to terminate in writing, through the online account portal, or by email to onlinesupport@mypropanecompany.com, or by calling Customer Service. This cancellation applies to your online services only and does not terminate your account with the Company.

Procedures for Lost, Stolen, or Compromised Authentication Credentials or Unauthorized Account Access. If you believe that your Authentication Credentials may have been lost or stolen, or that someone may be using your Authentication Credentials without your permission please

contact Customer Service immediately at 1-866-243-5470 or send an email to onlinesupport@mypropanecompany.com.

Customer Service is available 8:00 a.m. – 5:00 p.m. EST Monday - Friday (except for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day) by calling 1-866-243-5470. Customers may also contact their local office.

Billing Errors or Questions. Please notify us immediately if you suspect that there is error or you have a question about your bill. If you think your bill is inaccurate, or if you need more information about a transaction on your bill, please contact your local Company office as soon as possible.

If you have authorized us to pay your bill automatically from a checking account or credit card, you can stop the payment on any amount you think is inaccurate up until the day prior to the scheduled payment. To stop the payment, you must cancel the payment in your online account. If you schedule a payment from your checking account and want to cancel that payment, you must cancel it online by 3:00 PM EST on the date it is scheduled to pay. If you schedule a payment from your credit card and want to cancel that payment, you must cancel it online by 11:00 PM EST on the date it is scheduled to pay.

Online Billing. By creating an online account with the Company, you will be able to access your billing, account, and payment information, as well as download and print your statements and invoices. In March, 2019, the Company moved to electronic-only billing for customers with online accounts. By creating and/or maintaining an online account, you understand and consent to receive notification and access all invoices for payment in electronic form and that you will not receive paper copies of invoices for payment via regular mail. You also acknowledge and agree that as of March, 2019, the Company's electronic-only billing policy applies to all online accounts including those that previously received invoices for payment via regular mail. We will send you an email notification when a new online bill is available to be viewed. It is your sole responsibility to view your online bills and make a payment for every bill in accordance with the terms of your account. Your billing is processed through Factor Systems, Inc. d/b/a Billtrust, which is a third-party vendor. Please refer to Billtrust's separate terms and conditions governing its online billing services, which can be found here: <https://secure.billtrust.com/AMGS/ig/9260/subscriber-agreement>. In the event of a direct conflict between these Terms of Use and those issued by Billtrust, these Terms of Use will control and take priority.

Online Payments. You also have the option to make payments on your account via electronic debits to a deposit account or a credit card account. By creating or submitting an online payment, you will be automatically directed to Billtrust's website and online portal, which are web pages or services not operated by Company ("Third Party Sites"). Third Party Sites are not under our control and Company is not responsible for the contents of any linked Third Party Site, any link contained in a Third Party Site, or any changes or updates to such Third Party Sites. By directing you to a Third-Party Site, Company is doing so only as a convenience to you, and it does not imply endorsement by Company of the site. Separate terms and conditions govern the use of Billtrust's Third-Party Site, which can be found here: <https://secure.billtrust.com/AMGS/ig/9260/subscriber-agreement>

Disclaimer of Warranties; Limitation of Liability; Hold Harmless.

ONLINE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE

IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE. THE COMPANY MAKES NO WARRANTY THAT THE COMPANY'S ONLINE SERVICES WILL OPERATE AS INTENDED. WITHOUT LIMITING THE FOREGOING, THE COMPANY MAKES NO WARRANTIES AS TO THE SECURITY OF YOUR COMMUNICATIONS VIA THE SERVICES OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR COMPUTER(S) OR ONLINE COMMUNICATIONS. YOU AGREE THAT THE COMPANY WILL NOT BE LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS.

IN NO EVENT (INCLUDING NEGLIGENCE) WILL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE COMPANY'S ONLINE SERVICES OR FOR ANY ACTION TAKEN BY THE COMPANY TO PROTECT THE SERVICES OR THE BREACH BY THE COMPANY OF ANY WARRANTY.

Some states prohibit limitation of implied warranty rights and remedies. Check your own state law for additional rights.

You acknowledge that communications or transactions conducted online are not absolutely secure. You further acknowledge that there may be system failures that may limit your ability to use the online services available through the Company Online Site. You agree to assume all risk and liability arising from your use of the Company's online services, including the risk of breach in the security of the communications or transactions you conduct with the Company online. If you register for online services, it will mean that you agree not to make a claim against the Company relating to such online services and that you will hold the Company harmless from any claim, liability or damage resulting from online service in connection with your account.

Changes to the Company Online Site; Termination of Services. The Company may at any time and without notice make changes to the Company Online Site or to the online services described in the Company Online Site. You should read these Terms of Use each time before you make a payment to be certain you still agree with their provisions. Your use of the Company's online services, including billing and payment, after any changes to these Terms of Use will constitute your agreement to such change(s). The Company may discontinue any of its services without notice, or require re-enrollment if terms or conditions are modified. The Company may terminate online service for your account if we receive conflicting instructions, if you are in default of these Terms of Use or the terms and conditions governing online billing and online payments, if your account is in default or otherwise not in good standing, or if we determine that an online service is being used improperly.

E-Sign Consent.

Federal law requires certain disclosures be provided to you and that we advise you of certain rights regarding those disclosures. In order to make your registration for online services quicker and more convenient, with your consent, we will provide you with these disclosures electronically, rather than by postal mail or in person. By registering for online services, or by continuing to maintain an online account, including billing or automatic bill payment you are consenting to the terms and conditions below:

- Some or all of the disclosures related to or stated within your registration for or authorization of online billing and/or automatic bill payment ("Disclosures") will be made available to you in electronic format. Some of these Disclosures will not be distributed in paper format unless you contact us and request a paper version of specific record.

- If you have any questions or concerns regarding online billing or Disclosures, you may contact us at onlinesupport@mypropanecompany.com or by phone at 1-800-427-4968.
- Your consent applies to all Disclosures, including without limitation these Terms of Use, the applicable terms and conditions for online billing and online bill payment, and each payment authorization you make online.
- You understand that you will be electronically signing the forms by checking the "Accept" checkbox. You understand that submitting your electronic signature is legally equivalent to submitting a document signed by hand. You also agree and represent that you are able to view the forms using your computer and software in accordance with the technical requirements listed in this document.
- We do not warrant that the delivery of an electronic form or invoice will be uninterrupted or error free. We are not liable for: any loss or damage arising from problems with your equipment or your telecommunications provider, your failure to meet your responsibilities as outlined herein, or any equipment problems or other occurrences beyond our reasonable control.

Your consent does not mean that we must provide the Disclosures or invoices electronically. We may, at our option, deliver forms on paper if we choose to do so. We may also require that certain circumstances from you be delivered to us on paper at a specified address. To receive Disclosures, invoices, and any other forms electronically, you must have the following equipment and software:

- You must have a personal computer or other access device which is capable of accessing the Internet (e.g., you must have a modem and available phone line, a cable Internet connection or some other means of access to the Internet, and you must have an active account with an Internet service provider). Your access to this page verifies that your system meets these requirements. The Company is not responsible for processing errors or failures or any other service interruption(s) caused by your Internet service provider.
- You must have the latest version of the following Internet web browsers like Internet Explorer v.11 and above, Firefox 64.0.2, Safari 212.0. and Chrome depending on your machine. Your access to this page verifies that your browser and encryption software currently meet these requirements.
- You must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® (available for downloading at <http://www.get.adobe.com/reader/>).
- We recommend that you print out or download all forms that you review online or electronically, including these Terms of Use and your invoices to keep for your records. If you have any trouble printing out or downloading any form, please contact your local Company district office for assistance.

To retain a copy of the requested files, your system must have the ability to either download (e.g., to your hard disk drive) or print PDF files (e.g., you must have a functioning printer connected to your personal computer or other access device which is able to print the files).

If you have additional questions, please contact us at onlinesupport@mypropanecompany.com.

Privacy Policy

This privacy policy was last updated on December 13, 2019.

Our Commitment to Our Customers

At AmeriGas, we are committed to providing you with exceptional customer service, which we recognize is built on trust. In our effort to provide you the best possible customer experience we collect and use some personal information about you. This Privacy Policy explains how AmeriGas Propane, L.P. and its legal affiliates and subsidiaries (collectively “AmeriGas” “we” or “us”) may work with, collect, store, use, or disclose personal information we receive through your use of our residential and commercial services, including but not limited to our propane services, website, mobile applications, and other online services we offer or that we have linked to this Privacy Policy (collectively, the “Services”). As explained in this Policy, we provide you choices about the collection and use of your information. Please read this Privacy Policy carefully before you start to use our Services, whether online or offline.

We value your privacy and we take it seriously. We use your Personal Information to provide our Services in alignment with your preferences, to process your requests and orders, to contact you regarding products and services which may be of interest to you, and to carry out relevant administrative services. We do not sell your Personal Information to third parties without obtaining necessary consent or providing disclosures required by applicable law.

By using our Services, you understand that we may revise and update this Privacy Policy from time to time in our sole discretion. Where appropriate, we may seek to provide advance notice before an updated Privacy Policy becomes effective. You agree that we may notify you of the updated Privacy Policy by posting it on our websites or customer account portal, and that your use of the online Services after the effective date of the updated Privacy Policy (or engaging in such other conduct as we may reasonably specify) constitutes your agreement and consent to do business with us in accordance with the updated Privacy Policy and, as applicable, the Website Terms of Use. It is your responsibility to check the Privacy Policy posted on our websites and customer account portal periodically so that you are aware of any changes, as they are binding on you.

Users of AmeriGas Online Services Agree to Our Website Terms of Use

This Privacy Policy is incorporated into our Website Terms of Use, which can be found at <https://www.amerigas.com/website-terms-of-use>.

Please review the Website Terms of Use carefully, as it contains restrictions on your legal rights in any dispute with AmeriGas to the extent a dispute involves or is related to our online Services, Website Terms of Use, or this Privacy Policy. By using our online Services, you represent and warrant that you are over 18 years of age, are of legal age to form a binding contract with AmeriGas, and meet all of the eligibility requirements in the Website Terms of Use.

1. PERSONAL INFORMATION WE COLLECT

Definition of Personal Information. When we refer to the term “Personal Information,” it includes any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, including any information that is subject to applicable data protection laws, including “nonpublic Personal Data” as defined under the Gramm-Leach-Bliley Act (“GLBA”), “protected health information” as defined under Health Insurance Portability and Accountability Act (“HIPAA”), “Personal Data” as defined under the European Union (“EU”) General Data Protection Regulation 2016/679 (“GDPR”) and the UK Data Protection Act 2018, “Personal Information” as defined under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 to 1798.199 (“CCPA”) and “Cardholder data” as defined under Payment Card Industry Data Security Standard (“PCI DSS”).

Examples of Personal Information include but are not limited to: first and last name, postal address, email address or other online contact information (such as an online user ID), telephone number, date of birth, Social Security number (or its equivalent), driver’s license number or other government-issued identification number, financial account information, payment card data (including primary account number, expiration date, service code, full magnetic stripe data or equivalent on a chip, CAV2/CVC2/CVV2/CID and PIN number), access code, password, security questions and answers, medical information, Internet Protocol (IP) address or any other unique identifier.

CATEGORIES OF PERSONAL INFORMATION WE COLLECT

Currently, we may collect the following types of Personal Information about users of our online and offline Services:

- **Identifying and contact details.** Name, user/account name and passwords, signature, postal address, unique personal identifiers, online identifiers, internet protocol addresses (“IP addresses”), email addresses, telephone number, social security numbers, driver’s license numbers, or similar identifiers.
- **Financial and payment information.** In order to process payments or refunds for the Services and process your application for credit terms, if applicable, we will collect and store certain financial and payment information, such as credit card or other financial account information, checks, and billing address, and utilize third-parties to process payments and credit applications.
- **Demographic information.** If you create an account with us, apply for credit, or choose to provide information through promotions or other methods, we may request that you provide demographic information. For example, we may request your age, birth date, gender and zip code.
- **Communications.** When you communicate with AmeriGas -- for example, by emailing us, calling our office, or participating in a contest, survey, or sweepstakes offering – we may record and store the information you provide.

- **Internet activity.** We collect information about how you interact with our websites and advertisements.
- **Social Media Information.** We may collect information you post on our social media pages, including publicly available social media profile information related to your posts.
- **Purchase and Order Information.** When you make orders and purchase services from us, we collect information related to your orders, preferences, purchase history, service history, and any contracts we may have with you.
- **Cookies and similar technologies:**
 - **“What’s a cookie?”** When you visit one of our websites or otherwise utilize our online Services, we may use “cookies” which are small text files stored on your computer or device. These “cookies” and other similar technologies like pixels, web beacons (also known as “clear GIFs”) and local storage may be used to provide features to you and to collect information about how you use our Services and navigate through our websites.
 - **Advertising cookies.** We may ask advertisers or other partners to serve AmeriGas ads or services to your devices, which may use cookies or similar technologies placed by us or the third party. If you click on AmeriGas ads on other websites, you will be directed to an AmeriGas website, and we may keep track of how you arrived at our website to help us serve better ads in the future.
 - **Analytics information.** We use third-party analytics companies on our websites to collect and process certain usage data, including Google Analytics. See Section 2, “How We Use Your Information,” below, for more information about our use of analytics and your related choices.
 - **Physical location.** When you use our websites or mobile services, we may use and store GPS and cell tower information relating to your mobile device, in combination with other location-based information such as your IP address, your billing postal code provided by your carrier, or your registration location, to provide enhanced location-based services, including delivery of Services to your current location, and to serve location-targeted advertising for AmeriGas, search results, and other content.
 - **Log file information.**
 - Log file information may be automatically reported by your browser each time you make a request to access (*i.e.*, visit) our websites or mobile services. It can also be provided when the content of the Services is downloaded to your browser or device.
 - When you use our websites or mobile services, our servers automatically record certain log file information, including your web request, Internet Protocol (“IP”)

address, browser type, referring / exit pages and URLs, number of clicks and how you interact with links on the Services, domain names, landing pages, pages viewed, and other such information. We may also collect similar information from emails sent to our Users which then help us track which emails are opened and which links are clicked by recipients. The information allows for more accurate reporting and improvement of the Services.

- **Mobile device unique identifier.** When you use a mobile device to connect to our Services via a service provider that uniquely identifies your mobile device, we may use this unique identifier to offer you extended services and/or functionality. Certain Services may require the collection of your mobile phone number. We may associate that mobile phone number with the mobile device unique identifier.

If a visitor does not want information collected through the use of cookies, most browsers allow the visitor to reject cookies. We may share non-Personal Information obtained via cookies with our advertisers and affiliates.

- **Location information.** We may collect your address, zip code, and—depending on your device settings—we may also collect precise geolocation information. You can adjust the settings of your mobile device at any time to control whether your device communicates this location information. See your device instructions to learn more about these settings.
- **Cameras.** We operate video cameras at AmeriGas physical offices and on our propane delivery and service trucks for security, safety, and operational purposes.
- **Tank telemetry.** If your propane tank is equipped with a tank monitor, we work with a third-party to collect information about the location of the tank, in addition to collecting tank telemetry. This helps us to better monitor the propane remaining in your tank and to better service your propane needs.
- **Information from third parties.** We may receive information about you, including Personal Information, from third parties to supplement the information we maintain about you. If we do so, this Policy governs any combined information that we maintain in personally identifiable format.

2. HOW WE USE YOUR PERSONAL INFORMATION

We use the categories of Personal Information collected about you to enhance our Services and your customer experience and for the purposes described below:

- Managing our relationship with you, including communicating with you and responding to your communications;
- Providing you with your requested Services and customer support;

- Processing payments or refunds for the Services and processing your application for credit terms, if applicable;
- Complying with third-party contracts;
- Complying with our legal or regulatory obligations and managing potential litigation;
- Helping you efficiently access your information after you sign-in;
- Remembering information so you will not have to re-enter it during your visit or the next time you visit the Services;
- Providing personalized content and information to you and others, which could include online ads or other forms of marketing;
- Providing, improving, testing, and monitoring the effectiveness of the Services;
- Developing and testing new products and features;
- Monitoring metrics such as total number of visitors, traffic, and demographic patterns; or
- Diagnosing or fixing technology problems.

We may use Personal Information for any purpose otherwise allowed by applicable law. We may also make use of all information acquired through the Services that is not Personal Information, such as aggregate data.

WE USE GOOGLE ANALYTICS AND OTHER ANALYTICS TOOLS

We use Google Analytics and other analytics providers to collect information about how users interact with our Website. AmeriGas uses the data obtained through Google and other analytics providers to understand how users interact with our websites so that we can improve our Services. The information collected for this purpose (including your IP address or other information collected by automated means, like cookies) will be disclosed to or collected directly by the analytics providers. Please note that the information generated by analytics cookies will be transmitted to and stored by Google on its servers located in the United States.

AmeriGas's policy is not to utilize or store the analytics information it receives about the use of our Services in a way that identifies directly any particular individual.

Google will use this information on behalf of AmeriGas for the purpose of analyzing your use of the Website, compiling reports on Website activity for Website operators and providing them other services relating to Website activity and internet usage. The IP address that your browser conveys within the scope of Google Analytics will not be associated with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser; please note, however, that if you do this you may not be able to use the full Website. Google currently provides options and tools to opt out of being tracked by Google Analytics. Currently, these options include downloading and installing

'Google Analytics Opt-out Browser Add-on' for your current web browser:
<https://tools.google.com/dlpage/gaoptout>.

To learn more about Google's privacy practices and any opt-out choices Google Analytics offers, visit:
<https://support.google.com/analytics/answer/181881?hl=en>.

3. DISCLOSURE OF YOUR PERSONAL INFORMATION

We do not sell your Personal Information to third parties without obtaining necessary consents or providing disclosures required by applicable law.

We may share your Personal Information with the following third parties or service providers for the purposes described below:

- We may either employ or partner with third-party companies for the purposes of advertising, facilitating, or enhancing our Services. In order for these third-party companies to carry out their services, your Personal Information and other data collected may be shared with these third-party companies (including, without limitation, maintenance services, database management, web analytics and improvement of our Services).
- We may employ partners or third-party companies to process payments, refunds, or credit applications, and to assist with collections.
- We may utilize third-party call centers to respond to your inquiries and Services-related requests.
- We may engage with independent contractors to carry out Services on our behalf, such as independent contractor drivers we may hire from time to time to delivery orders. In order for the independent contractors to complete Services, your Personal Information may be shared with them to the extent necessary to carry out Services.
- Government, courts, and law enforcement –
 - We will access, preserve, and share any information about you, without your consent, to government or law enforcement officials or private parties if we, in good faith, believe it is necessary or appropriate to do so to respond to claims and legal process (including, but not limited to, subpoenas), to comply with applicable laws, to protect the property and rights of AmeriGas, you or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to pose a risk of being, or is illegal, unethical or legally actionable. This may include responding to legal requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law in that jurisdiction, affects users in that jurisdiction, and is consistent with internationally recognized standards.

- We may also access, preserve and share information when we have a good faith belief it is necessary to: detect, prevent and address fraud and other illegal activity; protect the legal rights and property or safety of ourselves, you or others, including as part of investigations; and prevent death or imminent bodily harm. Information we receive about you may be accessed, processed and retained for an extended period of time when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm.
- We may also disclose your Personal Information with your permission.

4. HOW WE STORE AND PROTECT YOUR INFORMATION

We care about the safety and security of your information. AmeriGas employs data collection, storage and processing practices and security measures designed to protect Personal Information against unauthorized access, alteration, disclosure or destruction. Where appropriate, we use firewalls and limits on who can access databases that store Personal Information.

Please keep in mind that it is not possible to achieve a perfect state of data security. Although we maintain reasonable administrative, physical and electronic security measures designed to protect your Personal Information from unauthorized access, we cannot ensure absolute security of any information you transmit to us or guarantee that this information will not be accessed, disclosed, altered, or destroyed. We will make any legally required disclosures of any breach of the security, confidentiality, or integrity of your unencrypted electronically stored Personal Information. To the extent the law of your jurisdiction allows for notification of a breach via e-mail or conspicuous posting on the Services, you agree to accept notice in that form.

By using our websites and/or registering for and using the Services, you consent to the transfer of information to anywhere where the Services or its Service Providers maintain facilities and the use and disclosure of information about you as described in this Privacy Policy.

5. YOUR CHOICES ABOUT YOUR INFORMATION AND COMMUNICATION PREFERENCES

AmeriGas is committed to maintaining high standards of ethical conduct in its marketing activities and to complying with all federal and state Do-Not-Call rules regarding telemarketing calls. AmeriGas's Do Not Call Policy is available by clicking here: <https://www.amerigas.com/do-not-call>.

As a convenience and added benefit to our customers, AmeriGas provides customers with a variety of options to communicate with AmeriGas and address questions about an account or Service, including updates to your profile/privacy settings. For example, we may contact you by telephone, email, text (SMS) message, auto-dial, or prerecorded call regarding AmeriGas, promotions and marketing, account and payment information, the Services, including, technical, safety, and security notices.

We have built controls and policies in place to ensure that before contacting you we have obtained any necessary consents in order to comply with applicable law and in an effort to respect your preferences.

AmeriGas has also created policies and procedures for customers to manage their communication preferences. By logging into your account at www.myamerigas.com or by contacting your local district office you can choose whether you want to receive certain informational and/or marketing email, text message, and/or automated or prerecorded calls from AmeriGas. For example:

- Text messaging - You may opt-out of receiving text messages by replying “STOP” to any text message received.
- Emails - In all promotional emails, you will be given the opportunity to opt-out of receiving such messages in the future by clicking on the link at the bottom of the email that says “unsubscribe.” It may take up to ten (10) business days for us to process your opt-out request.
- Cookies - If a visitor does not want information collected through the use of cookies, most browsers allow the visitor to reject cookies.
- Mobile device unique identifier - Unless you choose to opt out, we may also share your mobile phone number with certain select third parties. You can opt out by changing the privacy settings on your cell phone.

Please note that we reserve the right to send you Services-related communications (*e.g.*, account verification, payment confirmations, technical and security notices) by email, mail, or live telephone call that you may not opt out of. Even if you have unsubscribed from receiving promotional emails from us, we may send you other types of important email communications without offering you the opportunity to opt-out of receiving them, such as relevant customer service announcements and administrative notices.

6. YOUR PERSONALIZED ADVERTISING CHOICES

When you leave our websites, you may continue to see our ads on third-party websites we do not control. This personalized advertising is handled by service providers that automatically collect information about you on our websites and third-party websites using technology like cookies. You may be able to opt out of receiving personalized advertisements on this browser or device from advertisers, or advertising networks who are members of the Network Advertising Initiative or who subscribe to the Digital Advertising Alliance’s Self-Regulatory Principles for Online Behavioral Advertising by visiting the opt-out options of each of those organizations. Links to those sites are here:

Network Advertising Initiative:

- Browser Opt-Out: <http://www.networkadvertising.org/choices/>

Digital Advertising Alliance:

- Browser Opt-Out: <http://www.aboutads.info/choices/>

Both Network Advertising Initiative and Digital Advertising Alliance

- App Opt-Out: <http://youradchoices.com/appchoices>

You may also be able to change your mobile device settings to opt out of personalized advertising through apps by consulting your device's settings.

When you opt out of personalized advertising, you may continue to see online advertising on the Services and/or our ads on other websites and online services.

7. WHAT HAPPENS IN THE EVENT OF A CHANGE OF CONTROL

We may share all or some of your Personal Information with any of our subsidiaries, joint ventures, or other companies under common control to be used in a manner consistent with this Notice. Additionally, in the event we go through or undergo due diligence in anticipation of a business transition such as a merger, acquisition by another company, or sale of all or a portion of our assets, your Personal Information may be among the assets transferred. You acknowledge that such transfers may occur and are permitted by this Privacy Policy, and that any entity that acquires such Personal Information by transfer may continue to process your Personal Information as set forth in this Notice.

If we transfer part or the whole of AmeriGas or our assets to another organization, your information such as name, email address, payment and billing information and any other information AmeriGas has collected may be among the items transferred. The buyer or transferee will have to honor the commitments we have made in this Privacy Policy.

8. CHILDREN'S PRIVACY

AmeriGas does not knowingly collect or solicit any information from anyone under the age of 16, knowingly allow such persons to register for the Services, or knowingly sell the personal information of such persons. The Services and their content are not directed at children under the age of 16. In the event that we learn that we have collected personal information from a child under age 16 without parental consent, we will delete that information as quickly as possible. If you believe that we might have any information from or about a child under 16, please contact AmeriGas at privacyrequest@AmeriGas.com.

IF YOU ARE A CALIFORNIA RESIDENT UNDER THE AGE OF 18, DO NOT SHARE ANY PERSONAL INFORMATION ON ANY FORUM OR MESSAGE BOARD. If you do post any Personal Information, you can remove it using Services functionality. This removal may not be complete given the nature of the Internet. You may contact us for assistance.

9. HOW WE RESPOND TO DO NOT TRACK SIGNALS

It is not AmeriGas's policy to track its users over time and across third-party websites to provide targeted advertising. Do Not Track (DNT) is a privacy preference that users can set in some web browsers, allowing users to opt out of tracking by websites and online services. AmeriGas does not respond to Do Not Track (DNT) signals and handles all user information consistent with its Terms of Use and this Privacy Policy.

10. OTHER WEBSITES AND SERVICES

The Services may contain links to other websites or services that we do not own or operate. We are not responsible for the practices employed by any websites or services linked to or from the Services, including the information or content contained within them. Your browsing and interaction on any third-party website or service, including those that have a link on our Services, are subject to that third party's own rules and policies, not ours.

11. INTERNATIONAL CONSIDERATIONS

We have developed data practices designed to assure information is appropriately protected but we cannot always know where personal information may be accessed or processed. While our primary data centers are in the United States, we may transfer personal information or other information to our affiliates' offices outside of the United States. In addition, we may employ other companies and individuals to perform functions on our behalf. If we disclose personal information to a third party or to our affiliates' employees outside of the United States, we will seek assurances that any information we may provide to them is safeguarded adequately and in accordance with this Privacy Policy and the requirements of applicable privacy laws.

If you are visiting from the European Union or other regions with laws governing data collection and use, please note that you are agreeing to the transfer of your personal data by us from your region to countries which do not have data protection laws that provide the same level of protection that exists in countries in the European Economic Area, including the United States. By providing your Personal Information, you consent to any transfer and processing in accordance with this Policy.

12. NEVADA PRIVACY RIGHTS

Although AmeriGas does not sell personal information, Nevada residents have the right to request that a company not sell their personal information. This right applies even if their personal information is not currently being sold. If you are a Nevada resident, and would like to submit such a request, you can do so by calling sending an email to nevadaprivacy@amerigas.com or by calling us toll-free at 866-744-5420. You may also submit a request by mail to:

AmeriGas Propane
Attn: Nevada Privacy Request
P.O. Box 965
Valley Forge, PA 19482

13. CALIFORNIA PRIVACY RIGHTS

- **CALIFORNIA SHINE THE LIGHT LAW**

If you are a California resident and a current AmeriGas customer, one time per year you can request a notice disclosing the categories of personal information we have shared with third parties – if any - for the third parties' direct marketing purposes, during the preceding calendar year. Please be aware that

not all information sharing is covered by the “Shine the Light” requirements and only information covered by the Shine the Light law will be included in our response.

To request a notice, please submit your request by mail to:

AmeriGas Propane

Attn: California Privacy - Shine the Light Request

P.O. Box 965

Valley Forge, PA 19482

You may also submit a request to us by email to privacyrequest@amerigas.com. Please include “California Privacy - Shine the Light Request” in the subject line of your email. Please also include your name, mailing address, and current account number in the body of your email or letter.

If you are a California resident, we will provide the requested information to you at your email address if we have your email address on file. Please allow 30 days for a response.

- **CALIFORNIA CONSUMER PRIVACY ACT**

The California Consumer Privacy Act, California Civil Code Sections 1798.100 et seq., as amended (“CCPA”), provides residents of the State of California several rights related to the collection, use, and disclosure of personal information collected by certain businesses. These California Privacy Rights include: rights of access and disclosure, a right to request deletion, a right to opt-out of the sale of information, and a right to nondiscrimination. Businesses that collect consumers’ personal information must comply with consumers’ requests consistent with the requirements of the CCPA. Some exceptions apply, as set forth in the CCPA; if we decline to take action upon a request, we will notify you of the reasons why. If we fulfill a request for access or disclosure of personal information, we will deliver the requested information electronically or by mail, free of charge. We are not required to respond to a consumer’s requests for access or disclosure of personal information more than twice in a 12-month period.

NO SALE OF PERSONAL INFORMATION

AmeriGas has not sold Personal Information in the 12-month period immediately preceding the effective date of this Privacy Policy.

ACCESS TO YOUR PERSONAL INFORMATION

You have the right, subject to certain exceptions defined in the CCPA and other applicable laws and regulations, to request that we disclose certain information to you about the collection and use of your Personal Information over the past twelve (12) months. This right includes information about:

- Categories of Personal Information we collect about you.
- Categories of sources for the Personal Information we collect about you.

- Our business or commercial purpose for collecting that Personal Information.
- The categories of third parties with whom we share that Personal Information.
- The categories of Personal Information that each recipient received.
- The specific pieces of Personal Information we collected about you.

RIGHT TO REQUEST DELETION OF PERSONAL INFORMATION

You have the right, subject to certain exceptions defined in the CCPA and other applicable laws and regulations, to request that we delete any of your Personal Information we have collected from you and retained, subject to certain exceptions.

EXERCISING YOUR RIGHTS

To exercise the CCPA rights described above, please submit a consumer request to us by either:

- Calling us toll-free at 866-744-5420;
- Visiting www.amerigas.com/ccpa where you can submit a request online through our web portal; or
- Sending us a request by mail to:

Amerigas Propane

Attn: Legal Dept. - California Privacy Request

P.O. Box 965

Valley Forge, PA 19482

In order for us to process this request you must:

- Provide sufficient information to allow us to verify, to a reasonably high degree of certainty, that you are the person about whom we collected Personal Information. This includes providing us with multiple pieces of Personal Information to match against Personal Information about you that we may or may not maintain and which we have determined to be reliable for the purpose of verification. *We will only use Personal Information provided in a verifiable consumer request for the purpose of verifying the requestor's identity or authority to make the request.*
- Describe your request with sufficient detail to enable us to understand, evaluate, and respond to your request.

We cannot respond to your request or provide you with Personal Information if we cannot verify your identity, confirm your authority to make the request, and confirm that the Personal Information relates to you. Making a verifiable consumer request does not require you to create an account with us.

Please note that we will not accept more than two verifiable consumer requests within a 12-month period.

AUTHORIZED AGENT

Only you, or a person you have designated in writing as your authorized agent, or who is registered with the California Secretary of State to act on your behalf, or whom you have provided power of attorney pursuant to California Probate Code sections 4000 to 4465 ("Authorized Agent"), may make a verifiable consumer request related to your Personal Information. Although individuals under the age of 18 are not permitted to use our Services and we do not knowingly collect the Personal Information of children, you have the right to make verifiable consumer requests on behalf of your minor child.

If you wish to have an Authorized Agent make a verifiable consumer request on your behalf, the Authorized Agent must provide us with sufficient written proof that you have designated him or her as your Authorized Agent. In addition to such proof, you must still provide sufficient information to allow us to reasonably verify that you are the person about whom we collected Personal Information.

NON-DISCRIMINATION

You have the right not to receive discriminatory treatment for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you services.
- Charge you different prices or rates for services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of service.
- Suggest that you may receive a different price or rate for services or a different level or quality of services.

From time to time, we may offer you certain financial incentives permitted by the CCPA as compensation for the collection, sale, or deletion of Personal Information. If we do so, we will provide you with notice and collect your opt-in consent consistent with the requirements of the CCPA.

14. HOW TO CONTACT US REGARDING OUR PRIVACY POLICY

We encourage you to visit or create an online account at www.myamerigas.com, where you can access account information. You may also direct questions or concerns about this Privacy Policy by contacting us as follows:

Calling us at our dedicated privacy phone line, toll-free at 866-744-5420

Mailing address:

Amerigas Propane

Attn: Legal Dept. - California Privacy Request

P.O. Box 965

Valley Forge, PA 19482

If you are a Cynch customer, you may visit the Cynch website at www.cynch.com or contact a Cynch representative at support@cynch.com.