

## **Constellation Energy Gas Choice, LLC. TERMS AND CONDITIONS OF SERVICE**

These "Terms and Conditions of Service," together with the Disclosure Statement, represent a complete statement of the agreement between Constellation Energy Gas Choice, LLC. ("Constellation") and you, the customer. By accepting service from Constellation, you agree to be bound by the following Terms and Conditions of Service.

### **1. Customer Representations:**

You have selected Constellation to supply the natural gas you need for your home or business. In so doing, you acknowledge that you are eighteen years of age or older and fully authorized to enter into this agreement. You understand that this agreement switches your natural gas supplier and authorizes Constellation to enroll your account(s) with Constellation for your natural gas supply and to undertake whatever steps necessary to accomplish your switch.

When you enroll to purchase natural gas from Constellation, you are agreeing to purchase gas from Constellation for a particular location. If you wish to purchase natural gas at another location, you may need to enroll separately for the other location. You understand that switching natural gas suppliers is not mandatory and that Constellation is not the utility or governmental agency.

You understand that Constellation has appended its Disclosure Statement, which describes your particular rate plan, effective date of your service, term of agreement, and other pertinent information, to these Terms and Conditions of Service.

### **2. Special Notice of Consumer Rights:**

This agreement is subject to the Natural Gas Consumers Relief Act as implemented by the Georgia Public Service Commission ("GPSC") and other laws and regulations applicable to natural gas marketers certificated by the GPSC. Constellation will apply these terms in a fashion consistent with those laws and regulations, including limitations on customer fees and deposits and provisions for the return of deposits. In addition, customers may utilize the dispute resolution process required by the GPSC pursuant to its implementation of the Natural Gas Consumers Relief Act.

### **3. Services Provided by AGL:**

Atlanta Gas Light ("AGL") will continue to distribute your gas, read your meter, and provide emergency services. Your supply will begin on the day that AGL switches your account to Constellation and will continue for the term indicated on your Disclosure Statement. There may be delays before AGL switches your account that are beyond the control of Constellation.

Constellation sells only the quantity of gas delivered to your AGL gas meter as determined by AGL. Constellation's obligation to sell a quantity of gas will be limited to your historic gas usage and patterns of use with reasonable variances. Constellation will use reasonable efforts to adjust deliveries if your usage changes, but Constellation may cancel this agreement if your usage of gas changes materially, as determined by Constellation.

### **4. Pricing Plans:**

**Price** - The plan you have selected is indicated on your Disclosure Statement. Below are details regarding each plan type.

**FIXED RATE PLAN:** If you have chosen a Fixed Rate Plan, the rate per therm on your Disclosure Statement does not include any applicable state and local taxes, or any charges imposed by AGL for delivery and does not include the monthly Customer Charge specified in your Disclosure Statement, which will be charged in addition to the rate per therm. For a bill cycle of less than 27 days, the Customer Charge will be prorated based on a 30 day bill cycle. Rates and customer service fees may also change for any renewal periods as stated in the applicable renewal offer. You are responsible for all such charges. If you are turning on natural gas service for the first time in a new location or after a seasonal (or other) disconnection, you may be charged a connection fee of \$50.00, in addition to any charges assessed by AGL.

Your rate for service is fixed at a rate per therm as shown in your Disclosure Statement for the term of our agreement. Both the rate and the term of your agreement will be as expressly stated on your Disclosure Statement.

At the end of this term, unless you select another fixed rate plan or choose to terminate service, your rate plan will roll to the Monthly Variable Rate (described below) or, at its option, Constellation may automatically renew your service to another Fixed Rate Plan for a term not to exceed the term of your then current Fixed Rate Plan. However, if you are automatically renewed to a new Fixed Rate Plan, you will not be subject to an early termination fee during the first ninety (90) days of your new term. At least 60 days prior to the expiration of your then current Fixed Rate Plan, you will receive advance written notice of your options at the end of your term, including notice that you may request service from another marketer. You will receive a second notice no less than 25 days prior to the expiration of your then current Fixed Rate Plan and be advised that your service will be automatically continued by Constellation unless you select service from another marketer. You may be charged an early termination fee if you switch to another marketer or terminate your Fixed Rate Plan prior to its expiration. If you are renewed to the Monthly Variable Rate you will not be subject to an early termination fee while you remain on the

Monthly Variable Rate.

**MONTHLY VARIABLE RATE PLAN:** The Monthly Variable Rate will be a per therm variable rate that changes for each calendar month. You may obtain the Monthly Variable Rate for the current month by calling Constellation at 1-877-677-4355. The Monthly Variable Rate will be set in our discretion and may vary from month to month based on our assessment of applicable market conditions, historic and projected supply and hedging costs, prior months pricing and balancing costs, projected average customer bill amounts and utility pricing. The Monthly Variable Rate may include the following additional costs: balancing costs, transportation costs, line loss costs, storage costs, pooling charges, credit costs and a profit margin determined in our discretion that may vary from month to month. The Monthly Variable Rate for any calendar month will not exceed 150% of the Monthly Variable Rate for the preceding calendar month. The Monthly Variable Rate may be higher or lower than the price offered in the initial or any prior month. Savings are not guaranteed. Constellation's Monthly Variable Rate is posted on our website [www.Constellation.com](http://www.Constellation.com) and is updated on the 5th of each month. At any time you are receiving a Monthly Variable Rate, you may convert to a Fixed Rate Plan, if available. The Monthly Variable Rate does not include any applicable state and local taxes, or any charges imposed by AGL for delivery and does not include the monthly Customer Charge specified in your Disclosure Statement, which will be charged in addition to the Monthly Variable Rate.

## 5. Budget Billing Plan:

At its option, Constellation may offer Budget Billing to customers on a Fixed Rate Plan or a Monthly Variable Rate Plan, which allows customers to receive bills in the same amount for each billing cycle based upon usage history and other factors. If Constellation offers and you elect a Budget Billing Plan, your monthly payment will be established by estimating your annual costs for natural gas for the upcoming year based on your previous bills and what Constellation expects your future energy costs to be under your then current rate plan. Approximately every three (3) months, Constellation may true up your account for usage and price adjustments, as applicable, to ensure that your payment amount remains consistent with the volume of gas you consume based on meter readings by AGL. At least once a year or when you terminate service, Constellation will calculate the difference between what you have already paid and what your actual energy costs have been during the year based on your rate plan. If you have paid more than what your rate plan would otherwise require, Constellation will make an appropriate adjustment to future bills, or credit your charges by such amount. If you have underpaid, Constellation will adjust the amount of your future bills or send you a separate bill for the difference.

Budget Billing Plans are subject to the same termination and renewal provisions set forth herein for Fixed Rate Plans. Budget Billing is not available for customers on a Fixed Monthly Bill Plan.

## 6. Credit Policy and Deposits:

Constellation reserves the right to perform a credit check on all customers enrolling for, renewing or reconnecting service. Your credit score will influence your customer service fee and, if required, the amount of your deposit. Constellation may require a recent twelve (12) month payment history from other utility service providers (e.g., electricity, telephone, or gas). Constellation may require a deposit, not to exceed \$150 for residential customers (customers who primarily use gas for personal, family, or household purposes). Deposits for non-residential customers (any customer who purchases gas for purposes other than residential use) will not exceed 20% of the customer's annual estimated bill. If you do not pay a required deposit, Constellation may refuse or terminate service. A deposit will be refunded or credited to your account after six months of good payment history within sixty (60) days, but may be reinstated if your payment history changes.

## 7. Service Installation:

When you request service connection, we will open a new account number and schedule a time for AGL to turn on your service. Constellation will make its best efforts to facilitate a switch from another marketer, but will not guarantee that a switch request will be honored at the time it is requested. Customer switch requests that are received after the 15th of a month may not be facilitated by the first day of the following month. Constellation accepts no liability and waives no rights or privileges if a customer switch request, initiation of service or disconnection cannot be facilitated as requested.

## 8. Rescission Right:

You shall have a three-day right of rescission following the receipt of your Disclosure Statement at the time of initiating service or when informed of a change in terms or conditions. You will not be charged a fee to exercise this right. You may cancel this agreement by contacting Constellation in writing or electronically using the contact information provided in the Disclosure Statement.

## 9. Guarantee Period for Residential Customers:

If you are a residential customer and have chosen a Fixed Rate Plan, you may terminate this agreement without incurring an early termination fee within 90 days after entering into it (the "Guarantee Period") by notifying Constellation in writing or by calling our customer care center at 1-877-677-4355. Upon your termination of this agreement during the Guarantee Period, you will remain responsible for payment for natural gas and related costs and charges incurred under this agreement until you are switched to another marketer. Any incentives we may offer in connection with you entering into this agreement will be provided to you after the Guarantee Period has expired without you terminating this agreement.

## 10. Billing and Payment:

You will be billed monthly. Payment of your monthly bill from Constellation is due in full on or before the due date shown on such bill. You may pay your bill by:

- Check or money order by mail. Please allow 7-10 days for mail delivery of payment.
- Electronic Funds Transfer. At its option, Constellation may allow a bank draft payment plan which automatically withdraws from your financial institution the amount due. Please contact Constellation using the contact information provided below to find out if this option is available to you.
- Credit Card Payment. At its option, Constellation may allow payment by credit card. For more information, please go to <http://www.constellation.com/residential/pages/payment-options.aspx>.
- Cash Payment. Constellation will have designated pay stations established to process cash payments. Call Constellation to locate the pay station nearest you.

Constellation reserves the right to add, change or terminate payment options at any time.

If Constellation does not receive payment within five (5) days after the payment due date you may be assessed a late payment fee of the greater of \$10 or 1.5% of the past due balance. A late fee will not be applied if the past due balance is less than \$30. You are also responsible for all costs incurred by Constellation in collecting overdue payments.

If you think your bill is incorrect, you must notify Constellation in writing or by calling our customer care center. You may withhold the specific amount in dispute but must pay the undisputed balance by the due date specified on your bill. The disputed portion of the bill will not incur any late fees or be subject to collection procedures during the investigation. If you receive a bill that undercharges or fails to charge for legitimate services, you will be given at least ninety (90) days from the date a corrected bill is rendered to pay the corrected amount. During this period, you will not be charged interest, late charges, or penalties.

You will be charged a fee of \$25 for any payment to Constellation that is not honored in its full amount, including insufficient funds associated with an electronic draft payment or credit card payment. An administrative fee of \$15 will be assessed to you if you receive a Shut-Off for Non-Payment notice when you have received six (6) or more such notices from Constellation in the past 12 months.

Constellation will make available, upon request, prints of past bills sent to you in the last 12 month period. Constellation reserves the right to charge a \$10 fee per request for this service.

Constellation will post payments to your account in a timely manner. Constellation will retain any refunds owed to former natural gas customers in an amount less than \$2.00. Constellation will likewise not pursue collection of account balances less than \$2.00. Constellation may, at its discretion, retain credit balance refunds in instances where customers have multiple accounts of record and outstanding balances. Withheld refunds may be applied to gas accounts with outstanding balances.

## 11. Contact Information:

To contact Constellation for any reason, including a problem with a bill, you may call 1-877-677-4355 Monday through Friday from 8am to 6pm eastern prevailing time. Constellation may record and disclose telephone conversations with you. If there is a problem that is not resolved to your satisfaction by Constellation, you may call the Georgia Public Service Commission ("GPSC") at 1-800-282-5813 or the Governor's Office of Consumer Affairs at 1-800-869-1123.

IN THE EVENT OF AN EMERGENCY, YOU SHOULD CALL 911 OR CALL AGL AT 1-877-427-4321.

## 12. Termination and Disconnection:

Your agreement with Constellation may be terminated as follows:

- **Residential Customers - Termination:** You may cancel your agreement with Constellation at any time by notifying Constellation at 1-877-677-4355, or at the contact information on your Disclosure Statement. If you are under a Fixed Rate Plan or a Flat Monthly Bill Plan and terminate your agreement before the end of its term, you may be required to pay an early termination fee of \$150. You will not be charged an early termination fee if you have rolled to a variable rate. You may also be charged switching and other charges assessed by AGL. Constellation will not charge an early termination fee if you qualify as a low-income residential customer seeking service for the first time from a regulated provider or if you terminate service to relocate to another residence and do not change marketers or if you relocate out of the AGL delivery area.



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- **Commercial Customers - Termination:** You may cancel your agreement with Constellation at any time by notifying Constellation at 1-877-677-4355. If you are under a Fixed Rate Plan and terminate before the end of its term, you may be required to pay an early termination fee equal to the greater of (i) \$150, or (ii) an amount determined by multiplying (a) the estimated amount of gas not consumed during the remainder of the term based upon historical consumption by (b) the excess, if any, between the Fixed Rate and the rate at which Constellation can sell gas at the time of such termination. You may also be charged switching and other charges assessed by AGL.
- **Disconnection:**
  - If we have not received payment within 45 days of your billing date, or if you fail to comply with any of these Terms and Conditions of Service, Constellation may cancel your service and exercise any other rights it may have, including but not limited to disconnecting your service. You will be given written notice before disconnection occurs. Notice in writing delivered by mail to the service address and/or your last known mailing address shall constitute notice under this agreement. We will not disconnect your service sooner than 15 days after this notice, and you will have the opportunity to pay the balance required to avoid disconnection during this fifteen 15 day period. We will not disconnect your service until we have offered at least one reasonable payment arrangement in writing, and will make a good faith effort to contact you at least 2 days prior to the proposed disconnection date. We will not disconnect service for the nonpayment of a bill that was not sent to you in a timely manner. We will not disconnect you if we are not your current marketer. We will not prevent you from obtaining distribution and commodity sales service from another marketer or provider. We will continue to seek payment of your debt and ten 10 days after your service is disconnected, your account may be sent to a third-party collection agency for further action. We reserve the right to report information about that debt to credit bureaus and other agencies. If your service is disconnected or interrupted for non-payment, you will be required to pay all past due amounts and may be required to furnish a deposit for service reconnection.
  - If you are a residential customer, we will not disconnect your service due to nonpayment of a bill if you have a serious illness which would be aggravated by said disconnection, provided that you notify either Constellation or AGL of this condition in writing, or orally with written notice within ten (10) days thereafter, and within ten (10) days of giving such initial notice you furnish to either Constellation or AGL a written statement from a physician, county board of health, hospital or clinic identifying the illness, its expected duration, and certifying that the illness would be aggravated by disconnection. In such event, the proposed disconnection shall be delayed until the earlier of (i) the end of the illness, or (ii) one month from the date of the initial notice. You may renew the postponement period one additional time by following the same steps.
  - If you are a residential customer, we will not disconnect your service due to nonpayment of a bill between November 15 and March 15 if:
    - You agree in writing to pay the past-due balance in equal installments for a maximum duration beginning with the first billing period after March 15 and concluding prior to the following October 15 (provided you comply with such agreement); and
    - You agree in writing to pay all bills by their due date for current service received after said agreement (provided you comply with such agreement); and
    - The forecasted local low temperature for a 48 hour period beginning at 8:00 am on the date of the proposed disconnection is below 32° Fahrenheit.
  - You have the right to switch once a year without incurring AGL's switching charge of \$7.50. Switching and any additional charges assessed by AGL may be charged to you. It may take up to two or more billing cycles to enroll or terminate your service. You are responsible for paying for the gas you consume during any period prior to the start of service with AGL or another provider.
- **Timing and Effect of Termination:** Any termination shall be effective as of the next meter reading. You are responsible for all charges incurred up to your final meter reading, including any special meter reading charges assessed by AGL, if necessary to effect the termination.

### 13. Changes to Terms and Conditions and Renewal:

Constellation reserves the right to change its Terms and Conditions of Service at any time, except for changes to price per therm under a Fixed Rate Plan, which cannot be changed during the term of such an agreement. Any changes by Constellation to its Terms and Conditions of service will be made by notice to you in writing. If you are on a Fixed Rate Plan and the expiration date of such agreement is approaching, or at any other time Constellation proposes to change its terms of service under any type of rate plan agreement, Constellation will provide written notice of such changes at least two (2) billing cycles, or sixty (60) days, prior to the date the changes are effective and explain your options to you. Notice or billing delivered by mail to the service address and/or your last known mailing address shall constitute adequate notice and billing under this agreement. If changes in law or GPSC orders and rules require a change in the way Constellation sells gas, Constellation will make the required change and continue to provide service under the plan in which you are enrolled.

### 14. Limitation of Liability; Jury Trial Waiver:

Constellation is selling you a commodity that is produced, stored and transported by other businesses. Constellation makes no representations or warranties other than those expressly stated in these terms and conditions. Constellation expressly disclaims all other warranties, express or implied,

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including merchantability and fitness for a particular purpose. The natural gas that Constellation markets will meet applicable industry quality standards. You agree that neither Constellation nor any of its affiliates or subcontractors will be liable for any damages or claims for matters within the control of AGL-controlled distribution system, which include maintenance of pipelines and systems, service interruptions, loss or termination of service, deterioration of natural gas supply services, meter readings or injury to persons or damage to property caused by the delivery or supply of natural gas. Neither Constellation nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate natural gas supply service on the date specified due to any failure or delay in enrolling you with AGL. Constellation's liability will be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event will Constellation or any of its affiliates or subcontractors be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this contract. BOTH YOU AND CONSTELLATION AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

#### **15. AGL Fees:**

Constellation will deliver your natural gas to AGL's distribution system. If you have chosen a Fixed Rate Plan or a Monthly Variable Rate Plan, you are responsible for all AGL delivery costs (including taxes and other fees) related to the delivery of natural gas to you by AGL. If you have chosen the Flat Monthly Bill Plan, AGL delivery costs are included in your Flat Monthly Bill amount.

#### **16. Force Majeure:**

Constellation does not transmit or deliver natural gas and causes and events out of our reasonable control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions or any other failure to perform under your supply contract caused by a Force Majeure Event. We are not and will not be liable for damages caused by Force Majeure Events, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access AGL's system; curtailment; non-performance by AGL, including, but not limited to, a facility outage on its distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control.

#### **17. Information Release Authorization:**

Throughout the term, you authorize Constellation to obtain information from AGL that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage, rate classification, meter readings, characteristics of natural gas service and, if charges hereunder are included on your AGL bill, billing and payment information from AGL. You authorize Constellation to release such information to third parties that need to know such information in connection with your natural gas supply service and to Constellation's affiliates and subcontractors. These authorizations shall remain in effect as long as this agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us. We reserve the right to reject your enrollment or terminate this agreement in the event these authorizations are rescinded.

#### **18. Governing Law:**

These Terms and Conditions of Service are governed by the laws of the State of Georgia, including the laws applying to the goods and the applicable provisions of the Uniform Commercial Code as adopted by the State of Georgia.

#### **19. Miscellaneous:**

These Terms and Conditions of Service and your Disclosure Statement constitute our complete agreement and can be assigned by Constellation without your consent. Constellation may assign, subcontract or delegate all or any part of its rights and obligations under this agreement, without notice or your consent. Constellation may ask commercial customers for credit enhancements or adequate assurance of their ability to perform their obligations under this agreement, which enhancements or assurance must be provided within 30 days. This agreement is subject to any future legislation, orders, rules or regulations or AGL tariff or policy changes. Except with respect to Constellation's affiliates and subcontractors under the "Limitation of Liability; Jury Trial Waiver" section, there are no third party beneficiaries of this agreement. Any payments due under this agreement, and all provisions relating to the payment and collection thereof, and the provisions contained in the "Limitation of Liability; Jury Trial Waiver" section above, will survive expiration or termination for any reason.

### **Constellation Refer A Friend Program Terms & Conditions**



This Refer-A-Friend Program ("Program") pertains to Constellation NewEnergy, Inc., Constellation Energy Power Choice, LLC., Constellation Energy Gas Choice, LLC., and BGE HOME Products & Services, LLC doing business as Constellation (collectively "**Constellation**") residential electricity or natural gas supply customers referring other residential electricity or natural gas supply customers to Constellation. Your participation in this Program is subject to these Program Terms & Conditions.

## Program Summary

This Program is available to our current residential electricity supply customers that have an active account with us and are current on all payments owed to us (each a "**Referrer**"). Constellation will reward Referrers through issuance of Constellation Visa® Prepaid Card in the amount of \$50 for each Qualified Referral (as defined below) or in the form of bill credits or other equivalent consideration as detailed below. This Program cannot be combined with other reward programs or special offers. Void where prohibited.

## Term/Termination

This Program is effective through December 31, 2014 unless terminated earlier by Constellation. We may terminate your participation in this Program or cancel this Program at any time in our sole discretion, but these Program Terms & Conditions will continue to apply to Qualified Referrals made prior to such termination or cancellation unless your participation is terminated because of a violation of these Program Terms & Conditions. Failure to comply with any of these Program Terms & Conditions or any fraud or abuse relating to the accrual of rewards under the Program by you or anyone acting on your behalf may result in the immediate termination of your membership in the Program, cancellation of your Program account and/or forfeiture of any outstanding Program rewards. In the event of any fraud, misconduct, or suspected fraud or misconduct by you or anyone acting on your behalf or under your password, Constellation reserves the right to suspend access to your account indefinitely pending investigation.

## Qualified Referrals

"**Qualified Referral**" is any residential customer located in a state where we provide residential electricity or gas supply that (i) is not currently enrolled or under contract with Constellation or otherwise supplied by us, (ii) satisfies our enrollment requirements, (iii) enrolls with us for residential electricity supply, (iv) provides your valid Referral Code upon enrollment, (v) continues to receive residential electricity supply from us for at least 60 consecutive calendar days and (vi) has made payment in full of any bills due to Constellation. Each Qualified Referral may only be credited to a single Referrer. By participating in this Program, you agree that we will make the final determination whether anyone you refer to us meets all requirements to be considered a Qualified Referral.

## Rewards

The maximum cash or cash equivalent rewards that you may earn through this Program and other promotions offered by us is \$575 per calendar year. For any amounts in excess thereof we will issue you a non-refundable bill credit on your current residential supply agreement with us, which bill credit for any given month shall not exceed the amounts payable to us. We reserve the right to provide you with an alternative to our Constellation Visa® Prepaid Cards or bill credits such as a gift card or other form of consideration of equal value.

## Account

As a Constellation customer you have the opportunity to access some of the data regarding your referrals and rewards through our online portal. This portal allows you to log in and view your current plan details, the status of your referrals (note: referral status is only available after a Qualified Referral has enrolled with us – statuses are either successful, unsuccessful or pending), view and track annual potential rewards, and share your unique referral code or link with friends and family.

## Changes

We reserve the right at any time and in our sole discretion to cease to proceed with all or any part of this Program or to alter, change, modify or assign the terms or content of this program. If any of the Program Terms & Conditions are changed or amended in any way, we will promptly publish such variation or amendment on our website at [home.constellation.com](http://home.constellation.com). It is your responsibility to check the Terms & Conditions page of the Program website regularly to determine whether these Terms & Conditions have been modified. If you do not agree to any modification of these Terms & Conditions, you must immediately cease participation in the Program. All previous Program offers will no longer be valid with respect to any Qualified Referrals made after the date of such change. Bill credits or other payment amounts are subject to change at any time, and such changes will apply to Qualified Referrals made after the date of such change. Additional restrictions may apply.

## **Confidentiality**

In connection with your participation in this Program, you may receive confidential and proprietary information from us, including sensitive customer data, which you agree to keep confidential and not to disclose to any third party except as necessary in connection with your participation in this Program. You also hereby authorize us to release any such information regarding your account to someone referred by you as necessary to enroll such potential customers with us. It is your responsibility to keep the access codes we provided for your account confidential.

## **Referral Communications; Guidelines on Endorsements and Testimonials**

We are providing you with tools to share your referral code and link with your friends and family, as well as suggested language to use when making such referrals. You are not authorized to make any other marketing claims, including claims of savings or the nature of Constellation service, as part of this Program. Any communications that you do make in connection with referrals must be honest and accurate. As part of your participation in the Program, you understand and agree that you are responsible for making truthful and accurate statements in connection with any referrals, and can be held liable for any false or misleading statements you make. You must disclose in any referral communication the fact that you are a Constellation customer, and that you may receive a \$50 reward for any successful referral.

Any emails that you send under the Program must comply with federal CAN-SPAM Act requirements. The tools we have provided to allow you to share your referral code or link include the information required under the CAN-SPAM Act, and allow us to honor recipient opt-out requests as required by the Act. You understand and agree that you are not permitted under the Program to send out emails or share your code or link through other social media other than through the tools provided by us.

You are solely responsible for complying with the requirements of this section, and we will not be responsible for your failure to do so. Failure to comply with these requirements will result in immediate termination of your Program participation and forfeiture of any remaining Program credits. In addition, you will be responsible for any resulting damages.

## **Independent Contractor Relationship**

You acknowledge and agree that nothing herein authorizes you to act on our behalf nor on behalf of our parents and affiliates and that nothing herein shall be construed to constitute a or imply a joint venture, employer-employee relationship, partnership or association between you and us, our its parent or their respective affiliates. You acknowledge that you enrolled in this Program at your own risk and as an independent contractor.

## **Indemnification**

By participating in this Program, you agree to indemnify and hold harmless Constellation, its parent and their respective affiliates from and against any and all damages, costs, expenses, claims or liabilities of any kind, including third party claims, whether pending or threatened, including without limitation, reasonable attorneys' fees and court costs, incurred by any of them arising out of or related to your participation in this Program or breach of these Program Terms & Conditions.

## **Warranty Disclaimers; Limitation of Liability**

YOU EXPRESSLY AGREE THAT YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. THE PROGRAM IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS WITHOUT WARRANTY OR ANY KIND, EXPRESS OR IMPLIED. NEITHER CONSTELLATION, ITS PARENT OR ANY OF THEIR AFFILIATES, THROUGH THESE PROGRAM TERMS & CONDITIONS, MAKES ANY WARRANTY REGARDING THE PROGRAM, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CONSTELLATION, ITS PARENT OR ANY OF THEIR AFFILIATES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA AS A RESULT OF CLAIMS, WHETHER BROUGHT IN CONTRACT OR TORT, ARISING OUT OF OR CONNECTED WITH THESE PROGRAM TERMS & CONDITIONS OR THIS PROGRAM, EVEN IF CONSTELLATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **Acceptance and Jurisdiction**

By participating in the Program, you agree that you have read, understand and will abide, and be bound, by these Program Terms & Conditions. These Program Terms & Conditions shall be governed in all respects in accordance with the laws of the State of Maryland without regard to the conflict or choice of law rules thereof. The federal and state courts located in Baltimore, Maryland shall have exclusive jurisdiction over any dispute arising hereunder and by participating in this Program you consent to same.



## **General**

You may not assign the right to participate in this Program to any other party. We may assign these Program Terms & Conditions or assign or delegate any of our rights or responsibilities hereunder to independent contractors or other third parties. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and executed by our authorized representative. No delay or omission by us in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies.