
CONSTELLATION ENERGY CONSUMER CONTRACT AND DISCLOSURE STATEMENT OF TERMS OF SERVICE PENNSYLVANIA RESIDENTIAL ELECTRIC GENERATION SERVICE LICENSE NUMBER A-110036

Purchase of Power and Energy Service

Constellation NewEnergy, Inc. ("Constellation Energy") agrees to sell, and you agree to buy, your full requirements for residential electric generation service at the price and on the terms and conditions specified in this Consumer Contract and Disclosure Statement (the "Contract"). Price and other terms of this Contract are subject to change as provided below. Constellation Energy reserves the right to revoke its electricity offer for any reason at any time prior to your acceptance of this Contract. Throughout this Contract, the words "you" and "your" refer to the customer who has signed this Contract. The words "we", "us" and "our" refer to Constellation Energy. Constellation Energy is an independent seller of electric generation service licensed by the Pennsylvania Utility Commission ("PUC") and is not representing or acting on behalf of the electric distribution company responsible for the service territory where you reside, i.e. Pennsylvania Power & Light Company, Philadelphia Electric Company, West Penn Power, Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company, or Duquesne Light (each referred to as the "Electric Distribution Company" or "EDC"), any governmental bodies, or consumer groups. You will receive written notification from the EDC confirming a pending switch of your electric generation supply.

Term

The initial term of the Contract will be 18 months (the "18 Month Plan") based on your election, beginning on the starting date that is the next meter read date after the EDC processes your enrollment (the "Starting Date"). Your switch to Constellation Energy as your electric generation supplier may take up to 2 billing cycles to take effect.

Guarantee Period

You may terminate this Contract without incurring an early termination fee within 90 days after entering into it (the "Guarantee Period") by notifying the EDC that you would like to return to EDC service. To do so, you must also notify us in writing or by calling our customer care center at 1-877-997-9995. Upon your termination of this Contract during the Guarantee Period, we will return you to being supplied by the EDC at your next available meter read date and you will remain responsible for payment for electricity and related costs and charges incurred under this Contract through such meter read date. Any incentives we may offer in connection with you entering into this Contract will be provided to you after the Guarantee Period has expired provided you have not terminated our Contract.

Fixed Pricing

By choosing the 18 Month Plan, your price for electric generation service will be 8.39 cents per kWh from the Starting Date through the meter read date 18 months after the Starting Date. This fixed price includes generation charges (as defined below), transmission charges (defined below), and gross receipt taxes. This fixed price does not include distribution charges (as defined below) or other EDC charges (which will be invoiced by the EDC), applicable state or local sales or other taxes, nor any other governmental or Independent System Operator charges, all of which will be passed through and invoiced to you in addition to the fixed price.

Key Pricing Definitions

"Distribution charges" are part of the basic service charges on every customer's bill for delivering electricity from the EDC to your home. The PUC regulates distribution prices and services. This charge will vary according to how much electricity you use.

"Generation charges" are charges that represent the cost of producing the electricity and are specific to this Contract. Generation prices and charges are set by the electric generation supplier you have chosen, which is Constellation Energy. This charge will vary according to how much electricity you use.

"Transmission charges" are charges that represent the cost of transporting electricity from the source of supply to the EDC. This charge will vary with your source of supply. The Federal Energy Regulatory Commission regulates transmission prices and services.

Other Pricing Terms

The fixed price charged for electric generation service under this Contract is reflective of competitive market conditions, was not set or approved by the PUC and does not include any applicable taxes (other than gross receipt taxes) or local distribution company fees or charges, which will be charged by the EDC. Based on the information provided by you during your sign-up, this address is your personal residence, vacation home or residential rental property or you are the parent or guardian for the person residing here, and you are paying the EDC bill. Accordingly, under current applicable laws, we are not required to assess sales taxes on our charges under this Contract. There is no charge for entering into this Contract or for terminating this Contract at the end of the then-applicable Contract term as provided in the "Term" and "Renewal" sections. Under certain other circumstances, you may be responsible for payment of an early termination fee as provided in the "Termination" section below.

Rescission

You may cancel this Contract at any time before midnight of the third business day after receiving this disclosure by either notifying us in writing at the address provided below or by phone by calling us at 1-800-785-4373 that you would like to rescind this Contract. Such rescission will not affect your Current Supply Contract with us.

Price Comparison

Because the EDC's tariff rates and other factors relevant to the EDC's current price to compare likely will change from time to time, Constellation Energy cannot guarantee savings over the EDC's rates for the entire term of this Contract or any renewals and any savings are limited to a comparison against the EDC's price to compare applicable at the time you enter into this Contract.

Net Metering

If you currently own or plan to install during the term of this Contract solar, wind, or other eligible renewable electrical generating facilities in order to supply all or part of your electricity usage and such generating facility is or will be net metered by the EDC you must notify us in order for us to determine your eligibility and to properly enroll or continue to serve you.

Renewal

THIS CONTRACT WILL AUTOMATICALLY RENEW AS DESCRIBED IN THIS SECTION. IN ORDER TO CANCEL BEFORE AN AUTOMATIC RENEWAL OF THIS CONTRACT, PLEASE NOTIFY US IN WRITING OR BY PHONE AS DESCRIBED IN THIS SECTION. Unless terminated earlier as provided in the "Termination" section, if you have a fixed term agreement with us and it is approaching the expiration date or whenever we propose to change the terms of this Contract, you will receive two written notifications ("contract renewal notices") from us in our bills for supply charges or in corresponding separate mailings that precede either the expiration date or the effective date of the proposed changes, as the case may be. We will explain your options to you in these two contract renewal notices. The first of these notices will occur between 52 and 90 days prior to the expiration date of the Contract or the effective date of the proposed Contract change; the second of these notices will occur at least 45 days prior to the Contract's expiration or the effective date of the proposed Contract change. The [second] contract renewal notice will set forth the proposed price for the renewal term, the proposed length of the renewal term, the bill cycle in which service under the new term will begin and any other proposed changes to the terms and conditions of this Contract. UNLESS YOU NOTIFY US THAT YOU DON'T WANT TO RENEW THIS CONTRACT IN WRITING OR BY CALLING US AT 1-877-997-9995 NO LATER THAN 30 DAYS AFTER THE DATE YOU RECEIVE THE SECOND CONTRACT RENEWAL NOTICE, YOU WILL BE DEEMED TO HAVE IRREVOCABLY AND UNCONDITIONALLY AGREED TO RENEW THIS CONTRACT ON THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE. YOU MAY, HOWEVER, TERMINATE THE CONTRACT DURING ANY RENEWAL PERIOD AT ANY TIME WITHOUT INCURRING AN EARLY TERMINATION FEE, AT WHICH TIME WE WOULD RETURN YOUR ACCOUNT AT THE NEXT APPLICABLE METER READ DATE TO BEING SUPPLIED BY THE EDC UNLESS YOU HAVE SELECTED ANOTHER ELECTRIC GENERATION SUPPLIER.

Initiation of Service

THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE CONSTELLATION ENERGY TO CHANGE YOUR ELECTRIC GENERATION SERVICE SUPPLIER AND, BY ENTERING INTO THIS CONTRACT, YOU AUTHORIZE CONSTELLATION ENERGY TO UNDERTAKE WHATEVER STEPS NECESSARY TO ACCOMPLISH YOUR SWITCH. Constellation Energy will begin providing electric generation service to you on the next applicable meter read date after the EDC processes your enrollment and your service will continue throughout the term of this Contract. The EDC will notify you of the date on which your electric generation service from Constellation Energy will begin. Constellation Energy's electric generation service will be delivered to your residence using the EDC's electricity distribution wires. You represent and warrant that the electricity supply being purchased under this Contract is to be used solely for residential purposes. Constellation Energy's obligations under this Contract are conditioned on you providing complete and accurate information and on you remaining a EDC distribution customer throughout the term under the applicable residential electric rate class.

Billing and Payment

The cost of your electric generation service will be included on your bill from the EDC, and is due and payable when your EDC bill is due at the billing address provided in your EDC bill. You acknowledge that the EDC may provide us with your billing and payment information. You will be invoiced for Constellation Energy's charges under this Contract at the applicable price set forth in the "**Fixed Pricing**" section above (or, during any renewal period, under any revised price, terms and conditions as may be established as described in the "**Renewal**" section above) multiplied by your electricity usage as measured by the EDC in kWh during the applicable billing period. You agree to accept the measurements as determined by the EDC for purposes of accounting for the amount of power and energy services provided by us under this Contract. If the EDC is unable to read your meter, the EDC will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Supplying you under this Contract is conditioned on the EDC accepting our enrollment of your account and your continued eligibility for consolidated billing by the EDC. If you are not eligible for consolidated billing, you need to remedy that restriction with the EDC before we can serve you. Should the EDC cease providing consolidated billing for your account and/or commence billing us for any charges relating to you, we will bill you and you will pay us for all such charges. You will be billed additional charges, including taxes and charges to distribute the electricity to your home, from the EDC consistent with its filed tariffs. You are responsible for paying any new or increased taxes, fees or other charges imposed on us or you in connection with our supply of electricity to you during the term of this Contract. Constellation Energy reserves the right to change billing methods. If we change our billing methods, we will send you two (2) advance written notices either in your bills or in separate mailing before the effective date of any such change.

Average Monthly Payment

If are in PECO or PPL territories and you have chosen Budget Billing, the utility will continue to manage your Budget Billing and determine your monthly payment for Electricity or if you wish to initiate Budget Billing or have any questions regarding your budget, please contact your utility for more information. In all other Pennsylvania service territories, we are offering Average Monthly Payment for our charges in addition to the Budget Billing offered by the Utility for Utility charges. You may elect Average Monthly Payment at any time by contacting our customer care department as long as you are not past due on your payments and are eligible for Utility consolidated billing. Average Monthly Payment allows you to pay your amounts due to us based on a daily average calculation of your prior months' charges by dividing your actual charges by the number of days in your invoice periods. More specifically, for each billing period we serve you we will determine a daily average charge by dividing our total actual charges for that period by the number of days in such billing cycle. When calculating your current bill we add up all daily average charges available for the last 24 billing cycles (including for the current month) and divide that amount by the number of billing months to determine the current daily average charge. We then multiply that current daily average charge by the number of days in the current billing cycle to determine your current bill amount. We will true up your account based on your actual charges upon termination of service or if you wish to discontinue Average Monthly Payment. We also reserve the right to true-up your charges if we materially over- or under-collected amounts payable to us. For more information or to sign-up on Average Monthly Payment, contact our customer care center at 1-800-785-4373.

Late or Insufficient Payment

When the EDC issues you a consolidated bill, all invoiced balances under this Contract that are not paid in full by the due date will be subject to the EDC's late payment policies and procedures, including imposition of late fees, interest and other charges as described in the EDC's filed tariff(s). If Constellation Energy directly invoices you, you are required to pay our invoices by the due date set forth in the invoice, which will be 20 days from the date the invoice was mailed. WE RESERVE THE RIGHT TO CHARGE YOU INTEREST FOR ANY PAST DUE INVOICE AMOUNT AT 1.5% PER MONTH OR THE HIGHEST AMOUNT PERMISSIBLE UNDER APPLICABLE LAW, WHICHEVER IS LESS. IN ADDITION, YOU AGREE TO PAY US OUR COSTS INCURRED IN COLLECTING AMOUNTS OWED US, INCLUDING REASONABLE ATTORNEY'S FEES AND RETURNED CHECK CHARGES. IF YOU MAKE A PAYMENT FOR AN AMOUNT LESS THAN THE TOTAL AMOUNT DUE, WE MAY ACCEPT SUCH PAYMENT WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES THAT WE MAY HAVE AGAINST YOU AND WE MAY APPLY IT TO YOUR ACCOUNT(S) AS A PARTIAL PAYMENT. IN ADDITION, IF YOU FAIL TO REMIT PAYMENT IN A TIMELY FASHION, YOU AUTHORIZE US TO REPORT THE DELINQUENCY TO ONE OR MORE CREDIT-REPORTING AGENCIES.

Credit

Constellation Energy reserves the right to determine if your credit standing is satisfactory for originating or continuing electric generation service under this Contract. Consistent with applicable law, Constellation Energy uses uniform income, deposit and credit requirements in determining whether to offer service to our customers. You hereby authorize Constellation Energy to perform a credit check on you.

Termination

Constellation Energy may terminate this Contract for any non-payment or any other breach of this Contract upon 30 days' prior written notice to you of such termination. If you fail to cure within the 30-day notice period, we may terminate the Contract even if you subsequently cure the non-payment or breach after such period has expired. Constellation Energy may also terminate this Contract upon 30 days' prior written notice to you due to a change in law or other act beyond our reasonable control or if we are no longer able to serve you. In addition, we reserve the right to reject your enrollment or terminate this Contract if:

- you fail to meet or maintain satisfactory credit standing as determined by us;
- you fail to meet minimum or maximum threshold consumption levels as determined by us;
- you move within or outside of the EDC's service territory or you fail to remain a EDC distribution customer throughout the term under the applicable residential electric rate class;
- you fail to be eligible for EDC consolidated billing throughout the term;
- you rescind your authorization for release of information provided in the **"Information Release Authorization"** section below; or
- you provide any false, inaccurate or misleading information to Constellation Energy or the EDC.

You may terminate this Contract during the Guarantee Period in accordance the **"Guarantee Period"** section above without incurring an early termination fee. YOU MAY ALSO TERMINATE THIS CONTRACT PRIOR TO THE END OF THE APPLICABLE TERM FOR YOUR CONVENIENCE BY GIVING US NOT LESS THAN 30 DAYS' PRIOR WRITTEN NOTICE, IN WHICH CASE UNLESS OTHERWISE REQUIRED BY LAW YOU WILL BE CHARGED A TERMINATION FEE OF \$150. IN ADDITION, YOU WILL BE CHARGED A TERMINATION FEE OF \$150 IF WE TERMINATE THIS CONTRACT AS A RESULT OF ANY NON-PAYMENT OR OTHER BREACH OF THIS CONTRACT OR IF YOU PROVIDE ANY FALSE, INACCURATE OR MISLEADING INFORMATION.

Upon any termination of this Contract, you will return to receiving default service from the EDC unless you have selected another electric generation supplier. The effective date of any termination will be the next applicable meter read date after expiration of the required notice period. Upon any termination, you will remain responsible for all obligations, including payment for electricity and related costs and charges incurred under this Contract prior to the effective date of termination including any applicable termination fee. The delivery of electricity to you cannot be terminated or interrupted by the EDC as a result of any dispute between Constellation Energy and you but may be terminated by the EDC for nonpayment of EDC charges in accordance with applicable law. The EDC will continue to respond to any service calls and emergencies and switching to Constellation Energy will not impact your electric service reliability. If the EDC purchases the right to receive your payments under this Contract, your payment obligations may become EDC charges for purposes of termination of service.

Assignment, Address Change

Constellation Energy may assign, subcontract or delegate all or any part of our rights and/or obligations under this Contract, including your payment obligations under this Contract, without notice or your consent. You may not assign any of your rights or obligations under this Contract without our prior written consent. If you move, you may terminate our Contract. You will be responsible for paying for all electricity supplied to your old address until the date this Contract is terminated in accordance with its terms. If you move within the EDC's service territory, you must contact the EDC at the number provided in the **"Contact Information"** section below in order to obtain new account and meter numbers for your new residence. Please contact us if you would like us to serve you again at your new location.

Change in Pricing and Other Terms

In addition to Constellation Energy's right to revise the price, terms and conditions of this Contract as provided in the **"Renewal"** section above, this Contract may be revised at any time by Constellation Energy upon the occurrence of any event beyond its reasonable control that materially increases the obligations of Constellation Energy or the cost of performing such obligations under this Contract. If you have a fixed term agreement with us, then whenever we propose to change the terms of this Contract, you will receive two written notifications from us in our bills for supply charges or in corresponding separate mailings that precede either the expiration date or the effective date of the proposed changes. We will explain your options to you in these two advance notifications. The first of these notices will occur between 52 and 90 days prior to the expiration date of the Contract or the effective date of the proposed Contract change; the second of these notices will occur at least 45 days prior to the Contract's expiration or the effective date of the proposed Contract change. You will have an opportunity to terminate this Contract without any further obligation by notifying us in writing within 30 days after the date of the second notice of the new prices and/or terms and conditions, in which case your electric generation service will terminate effective as of the next meter read date after expiration of the required notice period. You will remain responsible for any unpaid balance as of the termination date but we will not assess a termination payment.

Information Release Authorization

Throughout the term, you authorize Constellation Energy to obtain information from the EDC that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service and, when charges hereunder are included on your EDC bill, billing and payment information from the EDC. You authorize Constellation Energy to release such information to third parties that need to know such information in connection with your power and energy service and to Constellation Energy's affiliates and subcontractors. These authorizations will remain in effect as long as this Contract is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us at the number and/or address provided below under the Contact Information section of the Contract. We reserve the right to the extent permitted by law to reject your enrollment or terminate this Contract in the event these authorizations are rescinded.

Dispute Resolution

If you have a billing or other dispute involving our service, please contact us at 1-800-785-4373. You must still pay your bill in full, but may deduct the specific amount in dispute while the charges remain in dispute.

Limitation of Liability; Jury Trial Waiver

You agree that neither Constellation Energy nor any of its affiliates or subcontractors will be liable for any damages or claims for matters within the control of the EDC or the ISO-controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Neither Constellation Energy nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling you with the EDC. Constellation Energy'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 Energy 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 ENERGY 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 CONTRACT OR THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT.

Force Majeure

We do not transmit or deliver electricity 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 this 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 the EDC's system; non-performance by the EDC, 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.

Miscellaneous

Except with respect to Constellation Energy's affiliates and subcontractors under the "**Limitation of Liability; Jury Trial Waiver**" section, there are no third party beneficiaries of this Contract. Any payments due under this Contract, 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. This Contract constitutes the entire agreement between you and Constellation Energy. No statement, promise or inducement made by either party not contained in this Contract will be valid or binding. Any reference to days or periods will mean calendar days.

Contact Information

CONSTELLATION ENERGY'S RESIDENTIAL LICENSE NUMBER IS A-110168. Should you have any questions about your Constellation contract or Constellation charges on your invoice, please contact us between the hours of 8:00 a.m. and 8:00 p.m. eastern time on weekdays, except holidays. Our toll-free number is 1-800-785-4373. We can be reached by email at: feedback@constellation.com or by mail at: Constellation Power Choice, Inc., c/o Customer Care, P.O. Box 4911, Houston, TX 77210. Please contact us at this address to provide all notices under this Contract and contact us at this address, email or phone number to resolve any disputes regarding this Contract. For emergencies relating to your service, such as a power outage, or for information about universal service programs, please call your EDC at the following number: Pennsylvania Power & Light Company at 1-800-342-5775, Philadelphia Electric Company at 1-800-841-4141, West Penn Power at 1-800-255-3443, Metropolitan Edison Company 1-888-544-4877, Pennsylvania Electric Company at 1-888-544-4877, Pennsylvania Power Company at 1-888-544-4877, or Duquesne Light at 1-888-393-7000. The Pennsylvania Public Utility Commission can be reached by mail at P.O. Box 3265, Harrisburg, PA 17105-3265, or by phone at 1-800-692-7380 and their website address is <http://www.puc.state.pa.us/>. You may contact the PUC if after discussing with us you are not satisfied with these terms and conditions.

Constellation Refer A Friend Program Terms & Conditions

This Refer-A-Friend Program ("Program") pertains to Constellation NewEnergy, Inc., Constellation Energy Power Choice, Inc., Constellation Energy Gas Choice, Inc., 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. 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.