

Terms of Use

EFFECTIVE: August 18, 2017

You have accessed a website or mobile application of Exelon Corporation or one of its subsidiary or affiliated companies (“us”, “we”, or “our”) to which these Terms of Use apply. Our major websites and mobile applications (each, our “Site”) include those of Atlantic City Electric Company (“ACE”), Baltimore Gas and Electric Company (“BGE”), BGE Home Products & Services, LLC (“BGE Home”), Commonwealth Edison Company (“ComEd”), Constellation NewEnergy, Inc. (“Constellation”), Delmarva Power & Light Company (“DPL”), Exelon Corporation, Exelon Generation Company, LLC (“ExGen”), PECO Energy Company (“PECO”), Potomac Electric Power Company (“Pepco”) (together also referred to as “Exelon”).

By browsing and/or using Exelon’s websites and mobile applications (each, our “Site”), you agree to accept, unconditionally and without modification, the terms and conditions which follow, together with all applicable laws (“Terms of Use”) and our Privacy Policy (which you may find on the Internet by clicking the link at the bottom of any page on our Site, or in the mobile application by clicking the tab, button or link with “Privacy” in the title).

If any of the Terms of Use are not acceptable to you, do not browse or use our Site.

We reserve the right to modify these Terms of Use from time-to-time, without notice, and you agree to be bound by such modifications. Accordingly, you should periodically review the most recent version of these Terms of Use.

Use of Site

Our Site is intended primarily for the purpose of providing general information about us and our services, and is for your private use. Our Site has been compiled and is maintained by us, but we make no representation as to the completeness or accuracy of the information it contains. You should be aware that some information may be incomplete, may contain errors or may be outdated. We reserve the right to add, modify or delete any information contained in our Site without notice to you. We specifically disclaim any duty to update our Site.

User Conduct

You may use our Site for lawful purposes only. You are prohibited from using our Site, or transmitting to or through our Site, any unlawful, threatening, obscene, defamatory, libelous, harassing, pornographic, hateful (ethnically or racially) or otherwise objectionable material, or any material that would contribute to a civil or criminal offense, infringe on any intellectual property right or otherwise violate any law. You will not submit or transmit any software or other computer files that contain a virus or other harmful component, or otherwise impair or damage our Site. You will not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity when using our Site.

Viewing and downloading materials in our Site is permitted only for your private use, provided that you retain all copyright, trademark and other proprietary notices contained in the original materials on any copies you make of the materials. You may not modify the materials on our Site in any way or reproduce or publicly display, distribute or otherwise use them for any public or commercial purpose. Any use of these materials on any other website or networked computer environment for any purpose is prohibited, unless approved by Exelon in advance in writing.

User Accounts

You may choose to register an account in order to access and participate in certain features offered on our Site. When you register, you will be asked to disclose Personally Identifiable Information (“PII”), which may include, but is not limited to, your first and last name, home or business address, email address, and telephone number. We may refuse to grant you, and you may not use, an email address or other login identification that is already being used by someone else, impersonates another person, belongs to another person, violates the intellectual property or other rights of any person, is vulgar, or is otherwise offensive. You agree to notify us of any unauthorized use of your account or any other breach of security with respect to your account. We will not be liable for any loss or damage arising from unauthorized use of your account. You agree to provide true, accurate, current, and complete information about yourself as requested in the registration form. You also agree to update the information about yourself as necessary to keep it current and accurate. We have the right to disable any user account, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Copyrights and Trademarks

A. Site Content. Our Site, design of our Site, and all content in our Site (“Site Content”) are protected under U.S. and international copyright laws. Our Site is owned by Exelon and except for Your Content (as defined in Section B below) or as specifically stated or otherwise indicated, all Site Content including, but not limited to, trademarks, logos, trade names, text, data, messages, pictures, images, video, audio, graphics, data compilations, icons, code, links on our Site is the property of Exelon or its subsidiaries and protected by intellectual property laws.

B. Your Content. Exelon does not own any Content submitted by you (“Your Content”). You retain all of your ownership rights in Your Content. By submitting Your Content to our Site you grant Exelon a worldwide, non-exclusive, royalty free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform Your Content. We will also be free to use any ideas, concepts, know-how, or techniques contained in information that you send to us for any purpose including, but not limited to, developing, manufacturing, and marketing products and services.

C. Third-Party Content. Content owned by third parties may also appear on our Site, and you should respect those property rights as well. Content owned by third parties available on our Site is used by Exelon pursuant to rights from the third party.

D. Use of Copyrights and Trademarks Prohibited. Nothing on our Site should be construed as granting by implication, estoppel, or otherwise, a license or right to use any mark displayed on our Site, without the prior written permission of the owner of the mark. The copyright in the Site Content is owned by Exelon, unless otherwise noted. We do not warrant or represent that use of our Site will not infringe rights of third parties. See the User Conduct paragraph for your obligations.

Copyright Infringement Notification

Pursuant to the Digital Millennium Copyright Act, and specifically 17 U.S.C. 512 (c)(3), you may submit written notification of copyright infringement to Exelon's Copyright Agent. Such notification must include at least the following information:

- (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted work at a single Site is covered by a single notification, a representation of such works at that Site;
- (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- (4) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- (5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by copyright owner, its agent, or the law.
- (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Exelon's designated Copyright Agent is Associate General Counsel, Corporate & Commercial Law, Copyright, Exelon Business Services Company, LLC, 2301 Market Street, S23-1, Philadelphia, PA 19103. Email address: WebAgent@exeloncorp.com.

Security Monitoring

For security purposes and to ensure that the services available through our Site remain available to all users, our Site may employ industry-standard methods to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Unauthorized attempts to upload or change information on our Site are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and the National Infrastructure Protection Act.

Linking

You may link to our Site provided you comply with the following:

1. You must link to the home page only. Links to other pages on our Site are prohibited, unless approved by Exelon in advance in writing.
2. Links must only be text-based. You may not use inline links, anchor links, deep links, or any of our logos or other marks as links, unless approved by Exelon in advance in writing.
3. Framing is not permitted under any circumstance. You may not create frames around our Site or use any other technique that alters in any way the visual presentation or appearance of our Site.
4. In linking to our Site, you may not misrepresent your relationship with us. No links to our Site may be used in a manner that implies or suggests that we approve or endorse you, your website or application, or your goods and services, except as we may have agreed to separately with you in writing.
5. Exelon has no responsibility or liability for any content appearing on the website or application from which you link to our Site. You agree to indemnify us, defend us at your sole cost, and hold us harmless from and against any and all claims arising out of or based on such website or application including your links.
6. No link(s) may appear on any page on your website or application, or within any context containing content or materials that may be interpreted as libelous, obscene, criminal, pornographic, or which infringes or otherwise violates, or advocates the infringement or other violation of, any third party rights.
7. We may at any time, in our sole discretion, without cause, terminate your right to link to any pages on our Site. In such event upon request, you agree to immediately remove all links to our Site and to cease using any of our marks.
8. We reserve the right to change this linking policy at any time, so it is your responsibility to periodically review this page for any changes.

Third-Party Websites or Applications

We make no representations whatsoever about any other third-party website or application that you may access through hypertext links in our Site. When you access any such third-party website or application, you acknowledge and agree that it is independent from us, and that we have no control over the content of any such website or application. In addition, a link to such third-party website or application does not mean that we endorse or accept any responsibility for the content, or the use, of such website or application. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature. Additionally, third-party websites may have cookies and such websites or applications may collect personally identifiable data. We encourage you to read the Terms and Conditions and Privacy Policies for such third-party websites or applications.

No Warranties

Our Site and any content, information, software, functions and applets provided on or through our Site are made available on an “AS IS” or “AS AVAILABLE” basis. We do not warrant the information made available through or on our Site, that our Site will be timely, secure, uninterrupted or error-free, or that defects in our Site, if any exists from time-to-time, will be corrected. We will not be responsible for errors, omissions, interruptions, deletions, defects or delays in the operation and transmission of our Site, any services or related content, for communication line failures, or for computer viruses or other harmful software associated with the operation of our Site.

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Miscellaneous

The Terms of Use, as well as your use of our Site, will be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania or the State of Illinois (at our option), excluding conflict of laws rules. You agree that any and all disputes regarding our Site or arising out of your use of our Site will be resolved exclusively by a state or federal court in Philadelphia, Pennsylvania, or in Chicago, Illinois (at our option) and you also agree to submit to the jurisdiction of any such court for the purpose of resolving any such dispute.

The Site Content does not include any offer to sell, nor any solicitation of an offer to buy, any securities. The financial information in the Site Content is not complete, and should not be used for any purpose as complete, accurate, or current financial information. For complete information, see Exelon's, ACE's, BGE's, ComEd's, DPL's, ExGen's, PECO's or Pepco's current SEC filings.

Exelon's failure to act with respect to a breach of these Terms does not constitute a waiver and shall not limit Exelon's rights with respect to such breach or any subsequent breaches.

Contact Information

If you have any questions about these Terms of Use, please contact:
WebAgent@exeloncorp.com.