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# ComEd's Hourly Pricing Program

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## Refer a Friend Program Terms and Conditions

Please read the following ComEd Hourly Pricing Refer a Friend Program terms and conditions (these "Program Terms") carefully before participating in The ComEd Hourly Pricing Refer a Friend Program (the "Program"). In these Program Terms the words "you" and "your" mean the person or entity who participates in the Program. Participation in the Program constitutes your acceptance of these Program Terms. Any reference herein to ComEd will, as applicable, be deemed to include Elevate Energy, which is the Program administrator or any subsequent Program administrator and its employees, officers, directors, agents, and/or contractors.

ComEd is pleased that you are participating in the Program. Your participation in and use of the Program is strictly subject to these Program Terms, ComEd My Account terms, The ComEd Hourly Pricing terms, and the ComEd Privacy Policy. If you have any questions about these Program Terms, My Account terms, The ComEd Hourly Pricing terms or Privacy Policy, or any other policies or terms applicable to your participation in the Program, please email us at [info@ComEdHourlyPricing.com](mailto:info@ComEdHourlyPricing.com).

### Program Eligibility

Except as provided in these Program Terms, existing residential electricity customers of ComEd whose electricity accounts are in good standing and who are validly enrolled in and using ComEd My Account are eligible to participate in the Program.

**The following persons are not eligible to participate in the Program:**

- **Employees, agents, or contractors of Exelon Corporation, or any of its subsidiary or affiliate companies (each an "Exelon Party");**
- **Immediate family members of any Exelon Party (spouse, life partner, parent, child, sibling, and any of their respective spouses);**
- **Any person living in the same household as any Exelon Party;**
- **Any person referred to the Program by an Exelon Party.**

Subject to these Program Terms, you will be compensated for each qualified referral you make to ComEd that results in a new active ComEd Hourly Pricing program customer as further specified herein. You agree not to engage in any misleading, deceptive, annoying, or harassing practices with respect to referrals (including, without limitation, creating the impression that you are not benefitting from the friend's participation in this Program).

### Participant Acceptance; Termination

ComEd will make all determinations regarding participation in the Program. ComEd reserves the right to terminate your participation in the Program or cancel the entire Program at any time for any reason or no reason, to the extent permitted by law, upon written notice to you. Any written notices required or permitted to be given by ComEd hereunder may be delivered by email. By participating in the Program, you consent to delivery of all Program-related notices and information by email to the email address you have registered for your ComEd My Account and

acknowledge that you have the necessary equipment (hardware and software) to receive and read such emails.

### **Qualified Referrals; Payment**

Qualified referrals must (i) be new customers to The ComEd Hourly Pricing program, meaning the customer is not (1) a current or pending residential electricity customer of The ComEd Hourly Pricing program or (2) a person who was a residential electricity customer of The ComEd Hourly Pricing program within the 30 days immediately prior to the date a ComEd Referral Program email invitation was generated by The ComEd Referral Program to that person; (ii) satisfy all ComEd enrollment requirements; (iii); and have “cookies” enabled on the computer from which the enrollment is executed. Eligible participants will be issued a gift card for each qualified referral. Each qualified referral will also be issued a gift card. The amount of such gift card will be determined based upon ComEd’s current offer at the time of the applicable qualified referral’s enrollment with ComEd. Gift cards will be issued by Tango Card, Inc. and are subject to separate terms and conditions, which will be provided with each gift card. You can learn more at [tangocard.com](http://tangocard.com). The incentive amount ComEd is offering may be increased or decreased by ComEd at any time prior to enrollment of a qualified referral without notice to you or your referrals. The ComEd Refer a Friend Program page in ComEd My Account will contain up-to-date information regarding ComEd’s then-current offered incentive amount. Such incentive will be paid as soon as practicable following ComEd’s determination that a qualified referral has met all requirements. By participating in the Program, you agree that ComEd shall make the final determination as to whether any referral meets all requirements to be considered a qualified referral. Payment of all federal, state, and local taxes on any incentive paid to you in connection with the Program will be your sole responsibility including, without limitation, taxes on any incentive earned through the ComEd Refer a Friend Program as well as any other incentive or monetary reward earned through the Program or any other ComEd special customer promotion during the applicable calendar year. You will be required to complete and submit an IRS Form W-9 with your Social Security number or the equivalent for receipt of any incentive valued at \$600 or more cumulatively in any calendar year. ComEd may withhold payment or credit of any incentive in excess of \$600 during any calendar year until you provide a completed IRS Form W-9. Failure to submit a complete and correct W-9 or any other requested documentation reasonably requested within the timeframe provided will result in forfeiture of any earned and/or further incentive in excess of \$600 during the applicable calendar year.

### **Program Use**

You agree that you will only refer friends whose permission you have to refer, and who are 18 years of age or older. You agree that you will not use the Program to violate any law, infringe or violate the rights of any third party, or otherwise act in a manner that is deemed harassing, harmful, illegal, hateful, obscene, or outside the spirit and intent of the Program as determined by ComEd in its discretion. Upon request, ComEd will provide you with a list of your referrals and whether an incentive has been paid; provided, that your use of any such list will be limited to determining or confirming any incentive paid or due to you. ComEd will update the Program with your account information periodically. ComEd is not obligated to, and will not, release to you the reasons why a particular referral has not been deemed a qualified referral.

### **CAN-SPAM Act Compliance**

ComEd complies with the federal CAN-SPAM Act and honors requests of consumers and customers who choose to opt out of receiving ComEd marketing emails. Accordingly, if you designate a referral email address that has previously opted out of receiving ComEd marketing

emails, you will be advised that the email address is not eligible to be sent a ComEd Refer a Friend Program email.

## **Confidentiality**

In connection with your participation in the Program, you may receive confidential and proprietary information of ComEd, including sensitive customer data (“Information”). You will maintain all of such Information in strict confidence and use the Information only in connection with your participation in the Program. Notwithstanding anything to the contrary contained herein, you agree that you will comply with the customer confidentiality provisions set forth in, and all other provisions of, all applicable laws, statutes, and regulations.

## **Independent Contractor Relationship**

Your participation in the Program does not authorize you to act on ComEd’s, its parent’s, or their respective affiliates’ behalf. Nothing herein is intended or will be construed to constitute or imply a joint venture, employer-employee relationship, partnership, or association between you and ComEd, its parent, or their respective affiliates. By participating in the Program, you acknowledge that you do so at your own risk and as an independent contractor and that ComEd is not directing how you perform your obligations hereunder.

## **Trademarks**

Other than with respect to materials provided in connection with your participation in the Program, your status as a participant in the Program does not entitle you to use any trademarks, copyrighted materials, patents, names, logos, or other intellectual property owned or licensed by ComEd, its parent, or their respective affiliates.

## **Indemnification**

By participating in the Program, you agree to and will indemnify and hold ComEd, its parent, and their respective affiliates harmless 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, attorneys’ fees and court costs, incurred by any of them arising out of or related to your participation in the Program or breach of these Program Terms.

## **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 OF ANY KIND, EXPRESS OR IMPLIED. NEITHER COMED, ITS PARENT, NOR ANY OF THEIR RESPECTIVE AFFILIATES, THROUGH THESE PROGRAM TERMS, MAKES ANY WARRANTY REGARDING THE PROGRAM, AND EACH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL COMED, ITS PARENT, OR ANY OF THEIR RESPECTIVE 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 OR THE PROGRAM, EVEN IF COMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **Amendments**

These Program Terms may be altered, changed, modified, or assigned by ComEd at any time by providing notice to you. Your participation in the Program at any time after ComEd provides you with such notice of changes will constitute your agreement to such changes.

## **Other Terms and Conditions**

These Program Terms are in addition to and do not in any way limit or alter ComEd My Account terms, The ComEd Hourly Pricing terms, the ComEd Privacy Policy, and other terms and conditions or agreements pursuant to which ComEd allows you to participate in the Program and/or use ComEd My Account.

## **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. These Program Terms shall be governed in all respects in accordance with the laws of the State of Illinois without regard to the conflict or choice of law rules thereof. The federal and state courts located in Cook County, Chicago, Illinois shall have exclusive jurisdiction over any dispute arising hereunder and by participating in the Program you consent to same.

## **General**

You may not assign the right to participate in the Program to any other party. ComEd may assign these Program Terms or assign or delegate any of its rights or responsibilities hereunder to independent contractors or other third parties. ComEd shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and executed by an authorized representative of ComEd. No delay or omission by ComEd in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## **FTC 16 CFR Part 255 Compliance**

ComEd complies with the Federal Trade Commission's 16 CFR Part 255 "Guides Concerning the Use of Endorsements and Testimonials in Advertising". Accordingly, if you make any post on any social network (including, without limitation, Facebook, Twitter, Instagram, Pinterest, or LinkedIn) as a part of this Program, you must include, and not delete, any disclosure that the Program website automatically creates for the post you are making. In the event that no such disclosure is automatically generated for your social network, you must, at a minimum include either "This is a paid endorsement" or "#paidad" in any social network posts you make as a part of this Program. You are responsible for ensuring that your posts on any social network comply with the terms of use of such social network, and any other applicable laws, statutes, and regulations.

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