

Terms of Use for Residential Online Tools

You have accessed a website (this “Site”) of Baltimore Gas and Electric Company (“BGE”). By browsing and/or using this Site, you are agreeing to accept, unconditionally and without modification, the Additional Terms and Conditions that follow below, and our [Terms of Use](#) and [Privacy Policy](#) set forth at www.exeloncorp.com, together with all applicable laws (collectively, “Terms of Use”). Exelon Corporation is the parent corporation of BGE. If any of the Terms of Use are not acceptable to you, do not browse or use this Site. These Terms of Use may be revised from time to time. You are bound by any such revisions, and you should periodically review this page to monitor such revisions. Any use of this Site for other than its intended purpose or any unlawful purpose is a criminal offense. All such criminal activity will be prosecuted to the fullest extent of the law.

ADDITIONAL TERMS AND CONDITIONS. When you use the tools, alerts and reports available through the **BGE My Account** application, which provides certain online and offline services to BGE’s end users, the following Additional Terms and Conditions (“Additional Terms”) will govern that use.

BGE My Account provides active gas and electric BGE residential customers with certified AMI meter access to their smart meter interval data regardless of their electricity supplier. Some My Account tools require twelve months of smart meter energy usage data at a single home.

By using BGE My Account tools, alerts and reports (the “Tools”) or any of BGE’s websites or applications, you represent or acknowledge that:

1. Cost, bill or energy projections available through the Tools are estimates based upon weather patterns, your usage pattern and information submitted about your home through My Account’s Home Energy Analysis.
2. Cost and bill projections are based on gas and electric supply provided through BGE’s standard offer service and/or time of use rates and may be different if you use a third-party supplier or have a power purchase agreement (“PPA”) from a solar developer/contractor.
 - a. Projections are not a guarantee of actual billing. The actual bill may fluctuate based on a variety factors, such as energy use, taxes and fees.
 - b. Estimated costs do not consider enrollment in the Budget Billing Program.
 - c. The BGE electrical vehicle (“EV”) rate is currently not modeled in this application.
 - d. Cost and bill projections do not include any additional customer costs (i.e. cost of equipment ownership, equipment rental, power purchase agreements and signing gifts) from third party suppliers or solar developers/contractors.
3. BGE provides advice on how customers can conserve energy and lower their energy bills.
 - a. Actual savings for energy tips will vary based on your usage patterns and are reviewed annually.
 - b. Tip savings calculations are obtained from the Department of Energy.
 - c. BGE does not guarantee the full value of the potential savings displayed for that tip.
4. Rate comparisons and charts are provided for illustrative purposes only and do not constitute a representation or recommendation by BGE as to what pricing schedule is best for customers.

- a. BGE recommends that you contact BGE or your third-party supplier and request that a thorough review of your bills be conducted to help determine which pricing schedule or energy offering is right for you.
 - b. The cost comparison displayed in the Tools will not reflect all possible charges on your bill and may not include costs such as taxes and surcharges.
5. My Account uses a neighbor comparison to allow customers to track their usage relative to other homes of a similar size and occupancy.
 - a. The analysis and neighbor selections use information obtained from public real estate records and is supplemented by information you provide through the My Account's Home Energy Analysis Tool.
 - b. Your identity in a neighbor comparison is kept anonymous.
 - c. New or updated data provided to BGE by you or obtained by BGE through third parties will trigger a new neighbor comparison group for you.
6. BGE has the right to access data contained in the BGE My Account application to perform analysis of customer energy consumption to promote and evaluate BGE's energy efficiency programs.
7. BGE MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES AS TO THE QUALITY, ACCURACY, RELIABILITY, COMPLETENESS OR SUITABILITY FOR ANY PURPOSE OF ANY OF THE MATERIALS CONTAINED ON THE TOOLS. ALL INFORMATION PRESENTED ON THE TOOLS IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. YOU ACKNOWLEDGE, BY YOUR USE OF THE TOOLS, THAT YOUR USE IS AT YOUR SOLE RISK.
8. BGE WILL NOT BE LIABLE FOR ANY DAMAGES YOU MAY SUFFER AS A RESULT OF USING OR DOWNLOADING THE INFORMATION CONTAINED IN THE BGE MY ACCOUNT APPLICATION, NOR WILL IT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

If any provision of these Additional Terms is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable, and all other provisions of these Additional Terms will remain in full force and effect. BGE's failure to act with respect to a breach of these Additional Terms does not constitute a waiver and will not limit BGE's rights with respect to such breach or any subsequent breaches. These Additional Terms will be governed by and construed under State of Maryland law without regard to conflicts of law provisions. Any action or proceeding arising out of or relating to these Additional Terms must be brought in state or federal courts of the State of Maryland and you consent to the exclusive personal jurisdiction of such courts for all purposes.