

Terms and Conditions

Last Updated and Effective Date: 12/04/23

THESE TERMS AND CONDITIONS PROVIDED BY AMEREN CORPORATION, ITS SUBSIDIARIES, INCLUDING, BUT NOT LIMITED TO, UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI ("UEC"), AMEREN ILLINOIS COMPANY ("AIC"), AMEREN TRANSMISSION COMPANY OF ILLINOIS ("ATXI"), AND AMEREN SERVICES COMPANY ("AMS"), (HEREINAFTER "AMEREN COMPANIES" OR "**AMEREN**"), APPLY TO YOUR USE OF THE AMEREN COMPANIES' WEBSITE(S) OR MOBILE APPLICATION, AS WELL AS ANY OF MATERIALS (AS HEREINAFTER DEFINED) LOCATED THEREON (EACH AN "**AMEREN SITE**," AND COLLECTIVELY, "**AMEREN SITES**"), IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS (these "Terms and Conditions"). BY USING THE AMEREN SITES, YOU SIGNIFY YOUR ASSENT TO THESE TERMS AND CONDITIONS AND AGREE THAT YOUR USE OF THE SITES, MOBILE APPLICATION, OR MATERIALS IS LEGALLY SUFFICIENT CONSIDERATION UNDER THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY PART OF THE FOLLOWING TERMS AND CONDITIONS, YOU MUST NOT USE THE WEBSITE OR MOBILE APPLICATION.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, BRING A CLASS ACTION, AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AS WELL AS PROVISIONS THAT LIMIT AMEREN'S LIABILITY TO YOU.

OWNERSHIP

Except for items in the public domain, the information and all other materials comprising the website or mobile application, including any of the products or services located thereon (collectively, the "**Materials**"), are wholly owned by (or licensed to) one of the Ameren Companies and/or their content providers. The website or mobile application contains copyrighted material, trademarks, and other proprietary information. Ameren owns a copyright in the selection, coordination and arrangement of the website or mobile application. Nothing contained on this website or mobile application should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Materials without the written permission of Ameren or such other party that may own the Materials.

USE OF WEBSITE AND APPLICATION

Except for your non-commercial personal use, the website, mobile application, and Materials may not, in whole or in part, be sold, reproduced, published or redistributed in any medium, directly or indirectly, for any purpose. Unauthorized use of the Ameren Sites may violate applicable intellectual property laws or other laws. You must retain all

copyright and trademark notices, including any other proprietary notices, contained in the Materials. The use of such Materials on any other website or mobile application or in any environment of networked computers is prohibited. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, pornographic, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

As a condition of your use of the Ameren Sites, you warrant that your use will not be for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Ameren Sites in any manner which could damage, disable, overburden, or impair the website or mobile application or interfere with any other party's use and enjoyment of the website or mobile application. You may not obtain or attempt to obtain any Materials or information through any means not intentionally made available or provided for through the website or mobile application.

By uploading or otherwise submitting a file or other information ("**Contribution**") to the website or mobile application, you automatically grant, or warrant that the copyright owner of the Contribution has expressly granted to the Ameren Companies a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use, reproduce, publicly display, modify, store, create derivative works from, and/or distribute the Contribution (in whole or part) and/or to incorporate it in other works in any medium now known or hereafter developed, as if the Contribution were public domain information. You similarly permit any Internet user of the Ameren Site to download, store, manipulate, view, print, and display the Contribution for that user's personal use.

Notwithstanding the paragraph above, the foregoing provisions concerning use of Contributions by the Ameren Companies shall not apply to files or other information that are uploaded or otherwise submitted by vendors, customers, or career applicants accessing the website or mobile application for the purpose of conducting electronic commerce or the submission of job or internship application information on the Ameren Companies' ebusiness.ameren.com website or mobile application.

While using an Ameren Site, you are required to comply with all applicable statutes, orders, regulations, rules, and other laws. You may not use an Ameren Site for any fraudulent or unlawful purpose, and you may not take any action to interfere with an Ameren Site or any other party's use of an Ameren Site. In addition, we expect users of the Ameren Sites to respect the rights and dignity of others. For example, you may not do any of the following without our consent:

- Post, upload, share, transmit, distribute, facilitate distribution of, or otherwise make available to or through an Ameren Site any content that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or

otherwise objectionable in Ameren's sole discretion, including unauthorized or unsolicited advertising;

- Post to or transmit through the Ameren Sites any sensitive personally identifiable information about yourself or third parties, such as social security, credit card or bank account numbers, health or medical information, or other information concerning personal matters, unless specifically requested by Ameren;
- Reproduce, duplicate, copy, publicly display, frame, mirror, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to an Ameren Site;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity in connection with a Site, or express or imply that Ameren endorses any statement you make;
- Violate, or attempt to violate, the security of an Ameren Site;
- Disseminate on an Ameren Site any viruses, worms, spyware, adware, or other malicious computer code, file or program that is harmful or invasive or is intended to damage or hijack the operation of, or monitor the use of, any hardware, software or equipment;
- Reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Sites;
- Build a competitive product or service using the Ameren Sites, build a product or service using similar ideas, features, functions, or graphics as the Ameren Sites, or determine whether the Ameren Sites are within the scope of any patent;
- Interfere in any manner with the operation or hosting of the Ameren Sites or monitor the availability, performance, or functionality of the Ameren Sites;
- Use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods, directly or indirectly, on an Ameren Site or to collect any information from an Ameren Site or any other user of an Ameren Site; or
- Assist or permit any persons in violating this Agreement or other applicable laws or rules governing the use of the Ameren Sites.

MOBILE APPLICATIONS

- Some Ameren Sites may be mobile or other applications that you can download to your phone, tablet, or other device ("**Mobile App**") via a third-party service such as an application store. Your use of the third-party service may be subject to additional terms related to that service from the service provider ("**App Store Provider**"). AMEREN IS NOT LIABLE IN ANY WAY FOR, AND MAKES NO REPRESENTATIONS OR WARRANTIES RELATING TO, ANY SUCH THIRD-PARTY

SERVICE OR ANY CLAIM OR DAMAGE RESULTING FROM YOUR USE OF SUCH THIRD-PARTY SERVICE.

- You acknowledge that this Agreement and your use of a Mobile App is between you and Ameren only, and not with any App Store Provider or its affiliates or subsidiaries. As between Ameren and an App Store Provider, Ameren is solely responsible for the Mobile App and its content. If anything in this Agreement conflicts with any usage rules for the Mobile App from an App Store Provider, such terms from the App Store Provider control (only so far as those terms conflict with this Agreement, and then exclusively for your use of the Mobile App). All rights you have to use the Mobile App are for use only on appropriate products (which may require branding from the App Store Provider or other entities) and are non-transferable, except that the Mobile App may be accessed and used by other accounts associated with you via features like Apple's Family Sharing (or similar features from other App Store Providers). Ameren is solely responsible for providing any maintenance and support services for the Mobile App, as specified in this Agreement or as required under applicable law. No App Store Provider has any obligation whatsoever to furnish any maintenance and support services for the Mobile App, nor any warranties for the same.
- **AMEREN DISCLAIMS ALL WARRANTIES RELATED TO ANY MOBILE APP.** However, in the event that the Mobile App fails to conform to any applicable warranty that Ameren cannot disclaim according to applicable law, you may have the right to notify the App Store Provider, and the App Store Provider may refund the purchase price for the Mobile App. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO APP STORE PROVIDER WILL HAVE ANY OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE MOBILE APP, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY IS AMEREN'S RESPONSIBILITY.
- Ameren, not the App Store Provider, is responsible for addressing any claims relating to the Mobile App, including, but not limited to: (1) product liability claims; (2) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; (3) claims arising under consumer protection, privacy, or similar legislation; and (4) claims that the Mobile App infringes a third-party's intellectual property rights as well as the investigation, defense, settlement, and discharge of any such intellectual property infringement claim. By using the Mobile App, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that the App Store Provider, and its subsidiaries, are third-party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement and your use of the Mobile App, the App Store Provider will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

AGE AND RESPONSIBILITY

- You represent that you are of sufficient legal age to use the website or mobile application and to create binding legal obligations for any liability you may incur as a result of the use of the website, mobile application, or Materials. You understand that you are financially responsible for all uses of the website, mobile application, or Materials by you and those using your login information.

ACCOUNT ACCESS

- You understand and agree that you are solely responsible for maintaining the integrity of your online account access UserID and Password. You further agree to only establish online account access for your own account(s) or for those accounts to which you have been granted express permission to access. Ameren is not liable for damages or losses incurred by either the account owner or the user in the event that a user establishes account access to an account which is not his/hers and for which he/she has not been granted permission to access by the account owner. You agree that you are responsible for all activities that occur under your Account, for maintaining the confidentiality of your password, and restricting access to your computer so others may not access an Ameren Site in violation of this Agreement. In addition, you agree to sign out from your Account at the end of each session if you are using a device that is shared with other people. You understand and agree to notify Ameren immediately if you believe your UserID or Password has been compromised. Ameren reserves the right to take any and all actions it deems necessary or reasonable to maintain the security of the Ameren Sites and your account, including without limitation, terminating your account, changing your password, or requesting information to authorize transactions on your Account. AMEREN EXPLICITLY DISCLAIMS LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM YOUR FAILURE TO COMPLY WITH THIS SECTION. Ameren reserves the right to pursue all available legal remedies against anyone attempting to unlawfully access Ameren's Sites.

CONSENT TO COMMUNICATION

- When you use an Ameren Site or send communications to Ameren through an Ameren Site, you are communicating with Ameren electronically. You consent to receive electronically any communications related to your use of an Ameren Site. Ameren may communicate with you by email or by posting notices on the Ameren Site. You agree that all agreements, notices, disclosures, and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from Ameren intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to Ameren. Please note that by submitting

content, registering for an account, or otherwise providing Ameren with your email address, postal address, or phone number, you are agreeing that Ameren and/or its agents may contact you at that address or number in a manner consistent with Ameren's [Privacy Policy](#).

DOWNLOADS

- Sites may allow you to download certain content, files, and other information or materials. Ameren makes no representation that such download will be error or malware free or fit for a particular purpose. Certain downloads may be subject to a separate agreement either with Ameren or a third-party, for example an agreement with a mobile application store.

SHARING SITE CONTENT

- Ameren Sites may also allow you to make recommendations or send content to others, for example through an “email this” feature that will send content to the email address you provide. Only provide contact information for individuals who have told you they want to receive the content. By providing someone’s contact information, you represent and warrant that they have confirmed to you that they want to receive the content.

INTELLECTUAL PROPERTY NOTICES

- All contents of the Website and application are Copyright © 2019 Ameren Corporation and/or its suppliers. All rights reserved. Product and company names mentioned on the website or mobile application are the trademarks of their respective owners.
- All names, logos, text, designs, graphics, trade dress, characters, interfaces, code, software, images, sounds, videos, photographs, and other content appearing in or on the Ameren Sites (the “**Content**”) are protected intellectual property of, used with permission, or under license by, Ameren. Such Content may be protected by copyright, trademark, patent, or other proprietary rights and laws. This includes the entire Content of each Ameren Site, copyrighted and protected as a collective work. All intellectual property rights associated with the Ameren Sites, and related goodwill, are proprietary to Ameren or Ameren's licensors. You do not acquire any right, title, or interest in any Content by accessing or using the Ameren Sites. Any rights not expressly granted herein are reserved. Except as set forth below, the use of any Content available on an Ameren Site is strictly prohibited.
- Subject to your compliance with this Agreement, Ameren grants you a limited license to access and use the Ameren Sites and their Content for personal, informational, and service-related purposes. No Content from the Ameren Sites may be copied, reproduced, republished, performed, displayed, downloaded,

posted, transmitted, or distributed in any way without written permission of the rights owner, except that you may download or print one copy of specific Content or software made available for your downloading or printing for your personal, non-commercial home use, subject to your compliance with this Agreement and retain the same solely for as long as you continue to be permitted to access the Ameren Sites. To use Content under such an exception, you must (1) keep any copyright, trademark, or other proprietary notices intact, (2) use such Content pursuant to any licenses associated with such Content, (3) not copy or post such Content on any networked computer or broadcast it in any media, (4) make no modifications to any such Content, and (5) make no additional representations or warranties relating to such Content. Except as otherwise expressly authorized herein or in writing by Ameren, you agree not to reproduce, modify, rent, lease, perform, display, transmit, loan, sell, distribute, or create derivative works based (in whole or in part) on all or any part of an Ameren Site or the Content.

PRIVACY

- The use of the information that you provide to the Ameren Companies through your access and use of our websites and/or mobile applications is described in Ameren's [Privacy Policy](#).

DISCLAIMER OF WARRANTIES

- Your use of the website, mobile application, or Materials is at your sole risk. You assume full responsibility and risk of loss resulting from the downloading and/or use of files, data, or other information (including software) obtained through the website or mobile application. For its customers, Ameren strives to ensure the accuracy of the information presented on the website or mobile application. However, due to various circumstances including, but not limited to, delays caused by postal handling, upgrades and/or changes to Ameren's bill and payment processing system, there may be variances between the information available on the website or mobile application and your actual bill and payment information, energy usage history, or other statistical data. For this reason, the accuracy, truthfulness, or reliability of any information provided on or by means of the website or mobile application, including Materials located thereon, is not guaranteed.
- THE WEBSITE AND APPLICATION, MATERIALS AND THE CONTENT PROVIDED THEREON IS PROVIDED "AS IS", AND NEITHER AMEREN NOR ANY OF ITS AFFILIATES, SUBSIDIARIES, BUSINESS UNITS, SUPPLIERS, CONTENT PROVIDERS, LICENSORS, EMPLOYEES, AGENTS, OR THE LIKE MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE USABILITY, CONDITION, OR OPERATION THEREOF. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN TO YOU BY AMEREN OR ANY OF ITS AFFILIATES, SUBSIDIARIES, BUSINESS UNITS, CONTENT PROVIDERS, AGENTS,

OR THE LIKE SHALL CREATE ANY WARRANTY. NEITHER AMEREN NOR ANY OF ITS CONTENT PROVIDERS, AGENTS, OR THE LIKE WARRANTS THAT ACCESS TO, OR USE OF, THE WEBSITE OR MOBILE APPLICATION WILL BE UNINTERRUPTED, VIRUS FREE, OR ERROR-FREE, OR THAT THE WEBSITE OR MOBILE APPLICATION (INCLUDING, WITHOUT LIMITATION, ANY CONTENT AND MATERIALS ON THE WEBSITE OR MOBILE APPLICATION) WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. AMEREN, ON BEHALF OF ITSELF AND ALL OF ITS AFFILIATES, SUBSIDIARIES, BUSINESS UNITS, CONTENT PROVIDERS, AGENTS, AND THE LIKE, HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND/OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, COMPATIBILITY, SECURITY, RELIABILITY, ACCURACY, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT AMEREN KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), IN EACH INSTANCE IN RESPECT OF THE WEBSITE OR APPLICATION. FURTHERMORE, AMEREN, ON BEHALF OF ITSELF AND ALL OF ITS AFFILIATES, SUBSIDIARIES, BUSINESS UNITS, CONTENT PROVIDERS, AGENTS, AND THE LIKE, HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF TITLE AND/OR NON-INFRINGEMENT IN RESPECT OF THE WEBSITE AND MOBILE APPLICATION.

LIMITATION OF LIABILITY

AMEREN AND ALL OF ITS AFFILIATES, SUBSIDIARIES, BUSINESS UNITS, CONTENT PROVIDERS, AGENTS, AND THE LIKE, IN EACH INSTANCE WILL NOT BE LIABLE FOR (A) ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL AND/OR SPECIAL DAMAGES ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THE WEBSITE AND MATERIALS OR APPLICATION, AND YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF AMEREN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND/OR (B) DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY FILE, IN EACH INSTANCE WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. FOR FURTHER CLARITY, IN ALL EVENTS, AMEREN AND ALL OF ITS AFFILIATES, SUBSIDIARIES, BUSINESS UNITS, CONTENT PROVIDERS, AGENTS AND THE LIKE SHALL NOT BE LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OF THE INTERNET. SOME JURISDICTIONS DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED OR MODIFIED OR LIABILITY TO BE LIMITED, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.

YOU ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS SECTION AND THE SECTION ABOVE REPRESENT A REASONABLE ALLOCATION OF THE RISKS. AMEREN'S WILLINGNESS TO ALLOW YOU TO USE THE WEBSITE OR MOBILE APPLICATION REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATIONS OF LIABILITY SPECIFIED HEREIN.

REGARDLESS OF THE PREVIOUS SENTENCES, IF AMEREN IS FOUND TO BE LIABLE, AMEREN'S LIABILITY TO YOU OR TO ANY THIRD-PARTY IS LIMITED TO THE GREATER OF THE ACTUAL TOTAL AMOUNT RECEIVED BY AMEREN FROM YOU OR THE LOWEST LIABILITY LIMITATION ALLOWED BY APPLICABLE LAW.

INDEMNIFICATION

You agree to indemnify Ameren and all of its affiliates, subsidiaries, business units, content providers, agents, and the like, in each instance from and against any and all claims, suits, liabilities, expenses (including, without limitation, attorneys' fees), and/or damages arising out of claims based upon your use of the Ameren Sites including, without limitation, any claim of libel, defamation, violation of legal rights of others (including rights of privacy or publicity), loss of service by other subscribers and/or infringement of intellectual property or other rights.

DISPUTES, ARBITRATION, AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

ARBITRATION USES A NEUTRAL ARBITRATOR OR PANEL OF NEUTRAL ARBITRATORS INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. IF, HOWEVER, EITHER THE CLASS ACTION WAIVER OR COORDINATED CLAIMS PROVISION BELOW ARE FOUND INVALID, THEN THE SPECIFIC INVALID PROVISION WILL BE UNENFORCEABLE AND WILL BE SEVERED AND THE REMAINDER OF THE ARBITRATION PROVISIONS WILL REMAIN IN FULL FORCE.

Any dispute, claim or controversy, including those known or unknown that may be later discovered, arising out of or relating to this Agreement, other agreements on the Site, or Ameren's [Privacy Policy](#), or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall only be brought in arbitration or submitted to small claims court and either determined by binding arbitration in St. Louis Missouri before one arbitrator or a panel of arbitrators if mutually agreed or submitted to small claims court

in St. Louis County. If the arbitrator finds this location to be unreasonably burdensome to you, a new location may be selected or arbitration may be conducted over the phone, using video conferencing, or similar technologies. You may be entitled to an in-person hearing near your place of residence. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any arbitration arising out of or related to this Agreement shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules. For the avoidance of doubt, binding arbitration or small claims court are the only venues in which to resolve disputes between you and Ameren other than disputes alleging misuse of IP rights or where injunctive relief is properly sought, in which case such claims may be brought in court.

No Class Actions: YOU AGREE THAT ANY CLAIMS OR ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; YOU AND AMEREN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR INDIVIDUAL CAPACITY OR AMEREN'S CORPORATE CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION. Further, unless both you and Ameren agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

Seeking Arbitration: If you elect to seek arbitration or file a small claim court action, you must first send to us, by certified mail, a written notice of your claim ("Notice"). The Notice to us must be addressed to: the appropriate entity as follows:

Union Electric Company d/b/a Ameren Missouri
CT Corporation System
120 South Central Avenue
Clayton, MO 63105

Ameren Illinois Company
The Corporation Company
600 S 2nd St. Ste. 104
Springfield, IL 62704-2550

Ameren Corporation

CT Corporation System
120 South Central Avenue
Clayton, MO 63105

Ameren Transmission of Illinois
The Corporation Company
600 S 2nd St. Ste. 104
Springfield, IL 62704-2550

If Ameren initiates arbitration, Ameren will send a written Notice to an email address you have previously provided to us, if available. Ameren may also use any other means to contact you, including a message in your Account. A Notice, whether sent by you or by Ameren, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). If you and Ameren do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Ameren may commence an arbitration proceeding or file a claim in small claims court. Arbitration forms can be downloaded from www.jamsadr.com. Commencement of an arbitration matter may require payment of a filing fee. If an arbitrator finds that your claims are not frivolous **and** your claim is \$10,000 (US currency) or less, Ameren will reimburse you for your payment of the arbitration filing fee. If the arbitrator finds your claims to be frivolous or your claim is for more than \$10,000 (US currency), you will be responsible for the arbitration filing fee.

Hearing: If your claim is for \$10,000 (US currency) or less, Ameren consents to you making the determination on whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing as established by the JAMS Rules. If your claim exceeds \$10,000 (US currency), the right to a hearing will be determined by the JAMS Rules. In the event that the arbitration will be conducted solely on the basis of submitted documents, the arbitrator's decision and award will be made and delivered within six (6) months of the selection of the arbitrator, unless this time frame is extended by the arbitrator. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules.

Award: In the event arbitration awards you damages of an amount at least \$100 (US currency) greater than Ameren's last documented settlement offer, Ameren will pay your awarded damages or \$2,500, whichever is greater.

Injunctive Relief: Notwithstanding the foregoing, you and Ameren both agree that you or Ameren may sue in court only where one party seeks to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate.

Confidentiality: The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Coordinated Proceedings: If twenty-five (25) or more individuals initiate Notices of dispute with Ameren raising similar claims, and counsel for the individuals bringing the claims are the same or are coordinated for these individuals ("Coordinated Claims"), the claims shall proceed in arbitration in a coordinated proceeding. Counsel for the individuals and counsel for Ameren shall each select five (5) cases to proceed first in arbitration in a bellwether proceeding ("Test Cases"). The remaining cases shall not be filed in arbitration until the first ten have been resolved. If the parties are unable to resolve the remaining cases after the conclusion of the Test Cases, each side may select another five cases to proceed to arbitration for a second bellwether proceeding. This process may continue until the parties have determined an objective methodology to make an offer to resolve each and every outstanding claim. A court will have authority to enforce this clause and, if necessary, to enjoin the mass filing of arbitration demands against Ameren. Individuals bringing Coordinated Claims shall be responsible for up to \$250 (US currency) of their filing fees or the maximum permissible under the applicable arbitration rules. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the Coordinated Proceedings specified in this Section are pending. Ameren will take such action, if any, required to effectuate such tolling.

Governing Law and Rules: This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Missouri, exclusive of conflict or choice of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). **In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages.** In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement.

Severance of Arbitration Agreement: If the clauses concerning and describing the procedures and obligations related to Coordinated Claims and Test Case procedures

are or become invalid or unenforceable, then the remaining entire arbitration agreement and any clauses concerning, relating to, specifying, or otherwise describing the arbitration agreement shall be severed from this Agreement. However, any duty of confidentiality, regardless of whether such duty is connected to arbitration, shall survive such severance.

LINKS

The website or mobile application may contain links to websites or applications operated by parties other than Ameren. Such links are provided for your reference only. Ameren does not control such websites and applications and is not responsible for their contents. Neither Ameren, nor any of its affiliates, subsidiaries, business units, content providers, agents, and the like make any representation or warranty regarding any other websites or applications or the contents or materials on such websites or applications. The website's or mobile application's inclusion of links to other websites and applications does not imply Ameren's endorsement of the material on such websites or applications or any association with their operators. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource.

You are granted a limited, non-exclusive right to create text hyperlinks to the Ameren Sites for informational purposes, provided such links do not portray Ameren in a false, misleading, derogatory, or otherwise defamatory manner, and provided that the linking Ameren Site does not contain any material that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in Ameren's sole discretion, including unauthorized or unsolicited advertising.

FORWARD-LOOKING STATEMENT DISCLOSURE

The website or mobile application may contain links to websites or applications operated by parties other than Ameren. Such links are provided for your reference only. Ameren does not control such websites and applications and is not responsible for their contents. Neither Ameren, nor any of its affiliates, subsidiaries, business units, content providers, agents, and the like make any representation or warranty regarding any other websites or applications or the contents or materials on such websites or applications. The website's or mobile application's inclusion of links to other websites and applications does not imply Ameren's endorsement of the material on such websites or applications or any association with their operators. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular service or resource.

You are granted a limited, non-exclusive right to create text hyperlinks to the Ameren Sites for informational purposes, provided such links do not portray Ameren in a false, misleading, derogatory, or otherwise defamatory manner, and provided that the linking Ameren Site does not contain any material that is unlawful, harmful, harassing, defamatory, threatening, intimidating, fraudulent, tortious, vulgar, obscene, hateful, pornographic, spam, discriminatory, violative of privacy or publicity rights, infringing of intellectual property or other proprietary rights, or otherwise objectionable in Ameren's sole discretion, including unauthorized or unsolicited advertising.

GOVERNING LAW

The Ameren Companies conduct their business primarily in the states of Illinois and Missouri. Depending upon which Ameren Company you conduct business with, this Agreement and its performance shall be governed by the laws of the state of either Illinois or Missouri, in the United States of America, without regard to its conflict of law provisions. You consent and submit to the exclusive jurisdiction of the state and federal courts located in either Madison County in the state of Illinois, or St. Louis County, in the state of Missouri, in all questions and controversies arising out of your use of the website, mobile application, or materials and interpretation of these Terms and Conditions.

NO WAIVER

The failure of either party to insist upon or enforce strict performance by the other party of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and Ameren nor the trade practice shall modify any provision of these Terms and Conditions.

MODIFICATION

Ameren may at any time modify these Terms and Conditions and your continued use of this Website or application will indicate your agreement to be governed by the terms and conditions in force at the time of your use.

ASSIGNMENT

Ameren may assign this Agreement at any time with or without notice to you. You may not assign or sublicense this Agreement or any of your rights or obligations under this Agreement without Ameren's prior written consent.

UPDATES TO THIS AGREEMENT

Ameren may revise or otherwise change or update this Agreement from time to time. Ameren will use reasonable efforts to notify you of such changes. However, please

check the “Last Updated ” legend at the top of this page to see when this Agreement was last revised. When changes are made to this Agreement, they will become immediately effective when published on this page unless otherwise noted. Ameren encourages you to periodically review this Agreement—there may have been changes to Ameren's policies that may affect you. If you do not agree to the Agreement as modified, then you must discontinue your use of the Ameren Sites. Your continued use of an Ameren Site will signify your continued agreement to this Agreement as revised. Ameren will make reasonable efforts to notify you of material changes to this Agreement. Such efforts might include posting notice on the Ameren Site, an email to the address Ameren has on file, or a message in your account.

ADDITIONAL TERMS

This Agreement applies exclusively to your access to, and use of, the Ameren Sites and does not alter in any way the terms or conditions of any other agreement you may have with Ameren for products, services, programs, or otherwise. Additional policies and terms may apply to use of specific portions of an Ameren Site and are included as part of this Agreement whether they reference this Agreement or not.

Other types of agreements and policies that you may be subject to include, but are not limited to:

- Service terms
- Privacy policies
- Employment agreements

ADDITIONAL TERMS AND CONDITIONS MAY APPLY TO CERTAIN PORTIONS OF THE WEBSITE OR MOBILE APPLICATION, OR AMEREN PROGRAMS ASSOCIATED WITH OR LINKED TO THIS WEBSITE OR MOBILE APPLICATION, AND YOU AGREE TO ABIDE BY SUCH OTHER TERMS AND CONDITIONS. These additional Terms and Conditions may include, but are not limited to, your rights and responsibilities regarding opting in or opting out of specific types of communications from Ameren, and charges that may be associated with participation in one or more of these programs.

Should Ameren employ you, none of the materials provided on an Ameren Site constitute or should be considered part or of an employment contract or an offer for employment.

SEVERABILITY

These Terms and Conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be

enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The Ameren Sites and this Agreement are in effect until terminated by you or Ameren. Ameren may terminate this Agreement by notifying you using any contact information Ameren has about you or by posting such termination on an Ameren Site, including in your account. You may terminate this Agreement by providing written notice of termination, including your detailed contact information and any account information or other Ameren Site credentials, to Ameren using the information in the "Contact Us" section. In addition to any right or remedy that may be available to Ameren under applicable law, Ameren may suspend, limit, or terminate all or a portion of your access to an Ameren Site or any of its features at any time with or without notice and with or without cause, including without limitation, if Ameren believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Ameren may be protected for liability from these actions under the Communications Decency Act, 47 U.S.C. § 230.

CONTACT US

If you have questions about this Agreement, or if you have technical questions about the operation of an Ameren Site, please contact termsandconditions@ameren.com.

<https://www.ameren.com/terms-and-conditions>