

## Ameren Text & Email Alerts Program Terms and Conditions

YOUR PARTICIPATION IN THE AMEREN COMPANIES' ("AMEREN") TEXT AND EMAIL ALERTS PROGRAM (THE "PROGRAM") IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS (these "PROGRAM TERMS AND CONDITIONS") AS WELL AS AMEREN'S GENERAL TERMS AND CONDITIONS WHICH GOVERN USE OF ITS WEBSITE AND PROGRAMS GENERALLY (THE "GENERAL TERMS AND CONDITIONS"), AVAILABLE AT <https://www.ameren.com/privacy/terms-and-conditions> (<https://www.ameren.com/privacy/terms-and-conditions>). THE GENERAL TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY REFERENCE AND COLLECTIVELY, THE PROGRAM TERMS & CONDITIONS AND THE GENERAL TERMS & CONDITIONS ARE HEREINAFTER REFERRED TO AS THE "TERMS & CONDITIONS."

YOUR PARTICIPATION IN THE PROGRAMS SIGNIFIES YOUR ASSENT TO THE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY PART OF THE FOLLOWING TERMS AND CONDITIONS, YOU MUST NOT PARTICIPATE IN THE PROGRAM. AMEREN RETAINS THE RIGHT TO TERMINATE YOUR PARTICIPATION IN THE PROGRAM AT ANY TIME IF IT DETERMINES, IN ITS SOLE DISCRETION, THAT YOU VIOLATED ANY OF THE TERMS AND CONDITIONS.

BY REGISTERING FOR THE PROGRAM, YOU AGREE AND AUTHORIZE AMEREN (AND ENTITIES OR INDIVIDUALS WORKING ON AMEREN'S BEHALF) TO DELIVER OR CAUSE TO BE DELIVERED MESSAGES (VIA TEXT MESSAGE OR PHONE CALL) TO YOU USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR AN ARTIFICIAL OR PRERECORDED VOICE AT THE PROVIDED NUMBER. YOU ARE NOT REQUIRED TO PROVIDE SUCH AUTHORIZATION AS A CONDITION OF PURCHASING ANY PROPERTY, GOODS, OR SERVICES FROM AMEREN.

ADDITIONAL INFORMATION ABOUT THE PROGRAM IS AVAILABLE AT: <https://www.ameren.com/Account/Customer-Service/Alerts/FAQs> (<https://www.ameren.com/account/customer-service/alerts/faqs>).

### **1. DEFAULT ALERTS, MODIFYING ALERT SUBSCRIPTIONS, UNSUBSCRIBING FROM ALL ALERTS.**

When you initially register for the Program, you will automatically be subscribed to certain default alerts (see <https://www.ameren.com/Account/Customer-Service/Alerts/FAQs> (<https://www.ameren.com/account/customer-service/alerts/faqs>) for more information on default subscriptions). A full listing of all available alert is provided at: <https://www.ameren.com/account/customer-service/alerts> (<https://www.ameren.com/account/customer-service/alerts>)

You can unsubscribe or subscribe from some or >all of the alerts at any time by logging into your online account at: <https://www.ameren.com/account/login> (<https://www.ameren.com/account/login>) or by texting STOP to unsubscribe and SUB to subscribe to the short code AMEREN (263736)

If you experience any problems modifying your alert subscriptions or discontinuing your participation in the Program, contact Ameren as directed in Section 9, below.

## **2. THIRD PARTY CHARGES.**

Ameren does not charge a fee to participate in the Program; however, your mobile carrier may assess charges related to text messaging or data rates. Message frequency depends on user. Contact your carrier directly with any questions about these types of charges.

## **3. PRIVACY STATEMENT.**

For additional information regarding our use of information collected through the Program, please refer to Ameren's Privacy Statement at <https://www.ameren.com/privacy> (<https://www.ameren.com/privacy>), incorporated herein by reference.

## **4. NO WARRANTIES.**

Your registration for and use of the Program is at your sole risk. You assume full responsibility and risk of loss resulting from your participation in the Program. Ameren and the carriers are not responsible for incomplete, lost, late, or misdirected messages, including (but not limited to) undelivered messages resulting from any form of filtering by your mobile carrier, email provider, or otherwise.

Ameren strives to ensure the accuracy of the information presented in messages provided in connection with the Program. 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 provided in the alerts 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 alerts is not guaranteed.

THE PROGRAM AND ASSOCIATED MESSAGES, ARE 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 Program will be uninterrupted, virus free, or error-free, or that the Program 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 PROGRAM.

#### **5. 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 Program, unauthorized access to or alteration of transmission or data, incorrect information contained in any message, statements or conduct of any third party regarding the Program or any other matter relating to the Program. 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 or destruction or 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 Sections 4 and 5 of these Terms and Conditions represent a reasonable allocation of the risks. Ameren's willingness to allow you to participate in the Program reflects this allocation of risk and the limitations of liability specified herein.

#### **6. TERMINATION.**

Ameren reserves the right, in its sole discretion, to cancel or suspend any or >all of the Program, in whole or in part, for any reason, with or without notice to you.

#### **7. MODIFICATION.**

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

Current Program Terms and Conditions and General Terms and Conditions are available at:

- <https://www.ameren.com/Account/Customer-Service/Alerts/Terms-and-Conditions>  
(<https://www.ameren.com/account/customer-service/alerts/terms-and-conditions>)
- <https://www.ameren.com/privacy/terms-and-conditions>  
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## **8. ADDITIONAL TERMS.**


These Terms and Conditions contain the entire agreement between you and Ameren regarding the use of the Program, and supersede all prior understandings related to use of the Program. If any part of these Terms and Conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of these Terms and Conditions, and the remaining portions shall remain in full force and effect.

## **9. CONTACT INFORMATION**

You can contact Ameren at any time with questions about the Program, or to request assistance with your alert subscriptions:

- Call us at 877-263-7361
- Text HELP to the shortcode AMEREN (263736)
- Email us at:  
<https://www.ameren.com/illinois/account/contact-us/>  
(<https://www.ameren.com/illinois/account/contact-us/>) (Illinois customers) or  
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