

By participating in this program to receive a rebate, you agree to be bound by the General Terms & Conditions and product-specific Terms & Conditions (collectively, the "Ameren Terms & Conditions"), and represent and warrant that you meet all applicable eligibility requirements.

General Terms & Conditions

- Ameren Missouri offers various rebates to eligible Ameren Missouri residential electric customers through the Ameren Missouri Online Store at AmerenMissouriStore.com and for purchases made on new products from retailers.
- Rebates are available for eligible products purchased and installed at your account address between January 1, 2020 and December 31, 2020, except as otherwise provided herein.
- Rebates on eligible products purchased through the online store are provided instantly, reflected in the price paid, and are not eligible for additional mail-in rebates provided by Ameren Missouri. Your gas utility may offer additional rebates on certain products, such as smart thermostats.
- Rebate eligibility requirements, terms and availability are subject to change without notice, including, without limitation, early termination of rebate offers. Product limits may change at any time, but such changes would not affect your past purchases.
- All rebate redemptions are final. No refunds or exchanges are permitted.
- You are responsible for the payment of all taxes which may result from the rebate(s) received as part of the program.

- **Installation and Disposal**
 - All purchased products must be installed according to any applicable building codes or manufacturer specifications.
 - All removed or replaced products should be disposed of in accordance with any applicable codes and ordinances, such as the disposal of old thermostats or CFLs containing mercury or products containing rechargeable batteries.

- **Verification Inspections**
 - As part of Ameren Missouri's process to safeguard the use of funds, we reserve the right to verify that the installations of all rebated products meet the applicable terms and conditions within one year of the date of purchase and customers meet the applicable eligibility requirements. You hereby agree to allow us access to the property to conduct the on-site verification. If the rebated product is not found installed, was resold, we are unable to complete on-site verification, or rebated product is otherwise found to not pass verification, you may be charged back to the original form of payment or billed for the rebate amount.
 - If part of a small group selected, you may also be contacted by a third-party evaluator to ask about your experience with the program and/or use of energy efficient products. By participating in this program, you hereby agree to be contacted by such third-party evaluator and answer a brief survey.

- **Ameren Communications**
 - By participating in this program, you agree to receive emails from Ameren at the email address provided for this program and the email associated with your

account if different. These emails may contain information about Ameren's products and services; other energy related products, services and programs; as well as energy related legislative and environmental issues. These emails may be sent by Ameren or third parties.

- To learn how the personal information collected in connection with the program may be used, you should read our Privacy Policy which is available at www.ameren.com/privacy. The terms of our Privacy Policy are incorporated herein by reference.

- **Liability Release & Limitation of Liability**

- Union Electric Company d/b/a Ameren Missouri, its parent, subsidiaries, affiliates, related companies, advertising and promotion agencies and suppliers and each of its and their respective officers, directors, employees, and agents (collectively the “Released Parties”) are not responsible for incorrect or inaccurate information, for problems related to any of the equipment or programming associated with the rebate program or utilized by customers, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network, cellular network, or electronic transmission, for problems relating to computer equipment, software, inability to access websites or online service, or for any other technical or non-technical error or malfunction in connection with the program.
- UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL ANY OF THE RELEASED PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM OR REBATES OFFERED THROUGH THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- BY PARTICIPATING IN THE PROGRAM, YOU WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO THE PROGRAM IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.
- YOU HEREBY ACKNOWLEDGE THAT THE PROGRAM AND REBATES ARE PROVIDED AS-IS. RELEASED PARTIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LEGAL COMPLIANCE WITH RESPECT TO APPLICABLE LAWS OR NONINFRINGEMENT AS REGARDS TO THE REBATE PROGRAM OR ANY COMPONENTS THEREOF.
- VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES.

- **Disputes & Governing Law**

- As a condition of participating in this program, you agree that: (i) any and all disputes, claims, and causes of action arising out of or connected with the program, Ameren Terms & Conditions or any rebates awarded shall be resolved individually, without resort to any form of class action, and exclusively in the State of Missouri, County of St. Louis; (ii) any and all such claims, judgments, and awards shall be limited to actual, direct out-of-pocket costs incurred, but in no event attorneys' fees; and (iii) under no circumstances will you be permitted to obtain awards for and you hereby waive all rights to claim punitive, incidental, indirect, special and consequential damages and any other damages, other than for actual, direct out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**
- All issues and questions concerning the construction, validity, interpretation, and enforceability of these the Ameren Terms & Conditions, or the rights and obligations of you and Ameren Missouri in connection with the program, shall be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules (whether of the State of Missouri or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri.

Ameren Missouri Wi-Fi Thermostat Rebate Terms & Conditions:

- Ameren Missouri offers an instant \$50 rebate to current Ameren Missouri residential electric customers on select ENERGY STAR[®] certified smart thermostat models.
- Eligible customers may receive the \$50 rebate for each smart thermostat installed, with a limit of one (1) per qualifying cooling system and up to three (3) rebates per eligible residential electric account.
- The rebate amount will not exceed the purchase price (excluding taxes, shipping and installation charges) of the smart thermostat.
- The smart thermostat must be installed on one of the following types of qualifying cooling systems in the home associated with the account:
 - Central air conditioner
 - Air source heat pump
 - Ground source heat pump
- You should confirm your selected smart thermostat is compatible with your heating and cooling system prior to ordering.
- The smart thermostat should only be installed at the residential electric account address for a property you own or with the permission of the property owner.
- **Participation Release**
 - You authorize Ameren Missouri and its contractors or vendors providing services or support to receive or collect the smart thermostat usage data associated with the account address.

- If enrolling in the Peak Time Savings Program, please see separate Terms & Conditions for that program.

These Ameren Terms & Conditions constitute the entire agreement between you and Ameren Missouri pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, advertising materials, negotiations and discussions, whether oral or written. You understand and agree that Ameren Missouri reserves the right to modify these Ameren Terms & Conditions at any time without notice to you. Your continued participation in the program constitutes your acceptance of any changes to these Ameren Terms & Conditions. You are responsible for remaining knowledgeable of any changes that we may make to these Ameren Terms & Conditions. The most current version of these Ameren Terms & Conditions, which will indicate the date they were last updated, will be available at

AmerenMissouriSavings.com/SmartThermostats and will supersede all previous versions of these Ameren Terms & Conditions. No waiver of any of the provisions of these Ameren Terms & Conditions shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Ameren Terms & Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Program Terms, which will otherwise remain in full force and effect.