

DUQUESNE LIGHT COMPANY
TERMS AND CONDITIONS OF USE

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY.

BY ACCESSING THE DUQUESNE LIGHT COMPANY WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF USE BELOW. THESE TERMS AND CONDITIONS OF USE ARE SUBJECT TO CHANGE. ANY CHANGES WILL BE INCORPORATED INTO THE TERMS AND CONDITIONS OF USE POSTED TO THE WEBSITE FROM TIME TO TIME.

IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS OF USE,
PLEASE DO NOT ACCESS THE WEBSITE.

These Terms and Conditions of Use (these "Terms of Use") explain a contractual agreement between you of this web site ("you or your") and Duquesne Light Company, its subsidiaries, parents and affiliates ("DLC, we or us") regarding your use of any of the Duquesne Light Company web sites (the "Website") and access to the services provided through the Website.

[Terms Applicable to Online Account Access and Services](#)

[Generally Applicable Terms and Conditions](#)

Terms Applicable to Online Account Access and Services

By accessing your DLC electric service account or accounts (your "DLC Account") online or using the services available to you through the Website, you are agreeing to these Terms Applicable to Online Account Access and Services. **You are not required to access or manage your DLC Account through the Website.** There are resources generally available on the Website that do not require your consent to this section of the Terms of Use.

DLC Account Online Access

Username and Password

We have adopted a number of policies and procedures intended to protect the information contained on or available through the Website, including information regarding your DLC Account. You will receive a username and password when you register to manage your DLC Account or to access services on the Website. You are responsible for keeping your username and password secure. If you believe that there has been unauthorized access to your username, password or your identity, please contact us as soon as possible so that we can work together to limit the damage.

You Must Keep Your Email Address Up to Date

If you change your e-mail address or other contact information used by DLC to communicate with you electronically, you must notify DLC of the change immediately by logging in to the Website and updating your profile to reflect the correct email address or calling (412) 393-7100 or sending written notice of your updated e-mail address to 411 Seventh Avenue, MD 6-1, Pittsburgh, PA 15219.

If you do not update or change an incorrect e-mail address or other contact information, you understand and agree that any notices, statements or other communications to you from DLC will still be considered to have been provided to you if they were made available to you in electronic form on the Website or e-mailed to the e-mail address we have for you in our records. **DLC reserves the right, if we choose, to restrict your**

ability to use DLC's online services if DLC believes that the e-mail address you provided is incorrect.

Hardware and Software Requirements

In order for you to access and retain the information provided electronically by DLC through the Website, your computer system must support the following requirements:

- An operating system, such as:
 - Windows 2000 or XP, 95/98/ME;
 - Vista;
 - Mac OS; or
 - Mac OSX;
- Access to the Internet and an Internet browser which supports HTML 4.0, SSL-encryption and Javascript - While you can be able to access the Communications via other browsers, we currently support:
 - Microsoft Internet Explorer 6.0 and above;
 - Mozilla Firefox 1.5 and above;
 - Netscape 6.0 and above; and
 - For AOL users, versions 8.0 and above are preferred;
- Adobe Acrobat Reader 6.0 or later versions (for Communications provided in PDF format) - A free copy of Adobe Acrobat Reader can be obtained from the Adobe website at www.adobe.com; and

To print or download information, including the Communications provided under DLC's Electronic Bill Presentment Service or confirmations of payment under DLC's Electronic Payment Service, you must have a printer connected to your computer or sufficient hard-drive space to save the disclosures.

Disclosure of Account Information to Third Parties

By enrolling in the Electronic Bill Presentment Service or Electronic Bill Payment Services, you authorize DLC to display billing and/or payment information on a secure internet site. DLC Account will disclose information to third parties about your bank account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions.
- In order to verify the existence of your bank account with a third party, such as your bank and/or a credit bureau.
- In order to comply with a governmental agency or court order.
- If you give us written permission.
- As permitted otherwise by these Terms of Use or the [DLC Privacy Policy](#).

Electronic Bill Presentment Service ("E-Bill")

Please read this Section thoroughly. By signing up to receive your DLC Account bill electronically, you are consenting to the terms and conditions below (this "Consent").

This Consent covers all of your DLC Accounts. You understand and agree that DLC can provide to you by e-mail or website posting certain disclosures, notices and statements regarding your DLC Accounts, the use

of any web services (including, for example, the Electronic Bill Payment Services, below), your relationship with us, and/or other programs, products or services that are or can be made available to you in the future ("Communications"). ***You are not required to use E-Bill to receive your DLC Account bill, and you are always free to return to paper billing, as set forth below.***

Communications You May Receive Electronically from DLC

DLC Communications may include, for example:

- These Terms of Use, including this Consent;
- Periodic bills, disclosures or notices relating to account information, account activity, account inactivity, payments made or due, or other transactions including, but not limited to, any statement or notice that can be required by the Electronic Fund Transfer Act, the Equal Credit Opportunity Act, the Pennsylvania Public Utility Code, the Fair Credit Reporting Act or other applicable laws and regulations;
- Any notice or disclosure regarding the imposition of a late fee;
- Any notice or disclosure regarding the imposition of any fee for a draft, check or electronic debit returned for any reason, such as insufficient funds or as a result of a stop payment order;
- Any notice of the terms, conditions or rules for products or services you obtain from us, if the notice is required to be provided to you by applicable law;
- Any responses to your electronically-presented questions to DLC;
- Privacy statements or notices;
- Certain statements that we are legally required to provide to you; and
- Notice of changes to the terms of the services we provide to you on the Website.

Communications You Will Not Receive Electronically

This Consent will not apply to:

- Any shut-off notice;
- Any notice of default under a payment arrangement;
- Any disclosure or notice that is required by state or federal law to be provided in paper rather than electronic form; and
- Any other communications that DLC determines, in its sole discretion, would be beneficial for you to receive in paper rather than electronic form.

While DLC may choose to send these notices and disclosures to you electronically, they will also be mailed to the property address maintained for you in our records or otherwise delivered as required by law.

We do not currently impose any fee or other penalty if you do not use the Electronic Bill Presentment Service or if you withdraw your Consent to use the Electronic Bill Presentment Service. However, we retain the right to revoke or limit your access to information on the Website, to impose fees or other penalties, or to take other actions that we feel appropriate at a later date.

How to Withdraw Consent to E-Bill

You can withdraw this Consent online by calling DLC's Customer Service Line at (412) 393-7100 or in writing. For written notices of withdrawal, you must state that you are withdrawing your Consent to

electronic Communications from us, identify yourself, your account number, and the date, and mail it, postage prepaid, to DLC at 411 Seventh Avenue, MD-6-1; Pittsburgh, PA 15219.

When you withdraw your Consent, you are only cancelling your agreement to receive electronic Communications; the terms of your DLC Account and the Communications you will receive from DLC will not change, other than that you will not receive them electronically. DLC will stop sending electronic Communications after it has had a reasonable period of time to act upon your withdrawal of this Consent, which may be up to and including one month from receipt of your request to withdraw this Consent.

BY REGISTERING FOR E-BILL, I UNDERSTAND THAT:

1. I consent to receive or access the Communications described above in electronic format, by electronic e-mail or website posting.
2. I am able to view these Terms of Use. I am also able to download and review PDF files in Adobe Reader.
3. I have access to the Internet and I am able to send e-mail and receive e-mail.
4. The e-mail address that I provide to DLC is the proper e-mail address for Communications concerning any of my accounts.
5. I am responsible for communicating any email changes to DLC.
6. I am consenting on behalf of all co-account holders identified in my DLC Account. I am authorized to consent on their behalf.
7. By using E-Bill, I am executing this Consent with my legally binding signature just as if I had signed this Consent in paper.
8. The Terms of Use, including this Consent, is in a form I can keep for later reference.

Retain Copies for Your Records

You should print or download a copy of these Terms of Use as well as any other Communications to retain for your permanent records.

Electronic Bill Payment Services

DLC provides three Electronic Bill Payment Services (the “Payment Services”) to allow you to pay your DLC electric bill online. ***You are not required to use our Payment Services to pay your DLC Account bill.*** DLC provides this option solely for the convenience of its customers. ***You must contact DLC at (412) 393-7100 to confirm whether any of these payment methods are available to avoid termination of your electric service.***

Overview of Payment Services Available

The ‘Schedule a Payment’ Service (“SP”)

The SP Service allows you to schedule an electronic payment on your DLC Account. The payment will be applied to your DLC Account as early as two to six business days after you initiate the payment, or any later business date you choose. Only one payment can be made on a DLC Account at one time, although you can make payments on other DLC Accounts. Once a payment is credited to your DLC Account, another payment can be made to that DLC Account. DLC does not charge for the SP Service.

The 'Recurring Payment' Service ("RP")

The RP Service lets you direct DLC to deduct either the minimum amount due or the budget amount from your bank account each month. The payment will be deducted from your bank account automatically on the bill's due date. If you have a payment arrangement with DLC, that dollar amount option may be made available to you when you enroll on the Website. In addition, you can choose to donate \$1.00 to the Dollar Energy Fund as part of your monthly payment through the RP Service. DLC does not charge for the RP Service. You can enroll for the RP Service online, but to cancel your enrollment, you must call (412) 393-7100 or send a written request to cancel the RP Service to 411 Seventh Avenue, MD 6-1, Pittsburgh, PA 15219.

The 'Fee-Based Payment' Service ("FBP")

The FBP Service lets you make a payment that is applied to your DLC Account in about two business days. DLC uses a third-party service provider for the FBP Service and the Website will forward you to the service provider's web site and server when you select the FBP Service payment option. To use the FBP Service, you must pay a small fee to the service provider for each payment made. You can pay by credit card, debit card, or via deduction from your bank account.

Fees for Payment Services

DLC does not charge for allowing you to pay online; however, DLC's service provider for its FBP Service will charge you a small fee for each payment. You are also responsible for any and all telephone access fees, Internet service fees, or other service fees that are assessed by your telephone company, Internet service provider and/or your bank.

Initiating a Payment

To make a payment using the Payment Services, follow the instructions on the Website.

Payments from your Bank Account

By using a Payment Service in which payment is made directly from your bank account, you are authorizing DLC or its service provider to obtain money from the bank (or other financial institution) you provide via the Automated Clearinghouse System ("ACH") or other appropriate method in accordance with instructions that you provide when you initiate a payment. You understand that not all financial institutions will allow transfers from their bank accounts, and if your bank does not allow DLC to transfer funds from your account, you will not be able to pay your DLC Account bill online unless you choose an account at another financial institution.

No payment is final until we receive confirmation of a successful payment. Whether a late charge is due on your DLC Account is based on the date on which DLC receives confirmation of a successful payment.

Payments Made by Credit or Debit Card

Credit and debit card payments can be made only through the FBP Service and are credited as of the time and date made.

Responsibility for Mistakes

DLC will use commercially reasonable efforts to process payments exactly as initiated by you. DLC will not be liable for losses or damages resulting from, among other things:

- If you do not have enough money in your bank account or enough credit available to make the payment.
- If the bank at which you have your bank account refuses to transfer the money for a reason other than DLC's error.
- The Payment Service you selected is not working properly and (a) you know or have been advised

about the breakdown before you completed the process to initiate the payment or (b) you know or have been advised of the breakdown within a reasonable time before the payment is due so that you can make the payment using another method.

- You have not provided us with the correct bank account or other information necessary to process the payment accurately.
- If the funds in your bank account are subject to legal process or other encumbrance restricting the transaction.
- If circumstances beyond our control (for example, fire, flood, or interference from an outside force) prevent the transfer and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing six (6) exceptions are applicable, if we cause an incorrect or unauthorized amount of funds to be removed from your bank account or charged to your credit card, DLC will be responsible for returning the improperly transferred funds to your bank account or credit card, and we'll reimburse you for any interest and/or late charge incurred in the DLC Account because of the mistake.

THE FOREGOING WILL CONSTITUTE DLC'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT WILL DLC BE LIABLE FOR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF YOUR USE OF THE PAYMENT SERVICES.

In the Event a Payment is Returned

If you initiate a payment that DLC is unable to complete for any reason (for example, there are not sufficient funds in the bank account to cover the transaction, the bank account has been closed or your bank does not complete the transaction for any reason), DLC will send you a return notice. You agree to and promise the following:

- You will, immediately upon demand, make the payment due by another appropriate method.
- You will pay any late payment charges incurred if this causes the payment to be late.
- You will pay a return check fee. You will not have to pay a return check fee if your bank subsequently completes the transaction in response to a second request by DLC.

Your Use of the Payment Services

As a condition of your use of the Payment Services, you agree to not use the Payment Services for any purpose that is not authorized by these Terms of Use. You agree to not interfere with any other party's use of the Payment Services and you agree to not attempt to gain unauthorized access to the Payment Services through any means.

In Case of Errors or Questions about the Payment Services

You agree to provide written notice to DLC of any dispute, mistake and unauthorized transaction using or relating to the use of the Payment Services within 60 days after the date of the transaction. The dispute notice will include enough detail for DLC to investigate the dispute. You agree to review and inspect your DLC Account statement and your bank account statements promptly after you receive them and to use reasonable diligence to discover any mistake and unauthorized use. Procedures applicable to billing disputes

on your DLC Account will be applicable to disputes involving the Payment Services.

Information Authorization

Your enrollment in and use of Payment Services will not be fulfilled if DLC cannot obtain, disclose and verify your identity or other necessary information. By using the Payment Services, you agree that DLC can disclose to and obtain from your bank financial information regarding you and your DLC Account for any lawful purpose in connection with the Payment Services; for example, DLC or its ACH processor can initiate a \$0.00 transfer to or from your bank account to verify the accuracy of the bank account information provided.

Cancelling the Payment Services

If you decide to stop using the Payment Services, the only Payment Service you must cancel is the RP Service. You can cancel the RP Service by calling (412) 393-7100 or sending a written request to cancel the RP Service to 411 Seventh Avenue, MD 6-1, Pittsburgh, PA 15219. The SP and FBP Services are only active on your DLC Account when a payment made through those Payment Services are processing. You cannot cancel payments under the FBP Service

Termination of Payment Services

DLC can terminate Payment Services at any time and/or revoke your right to use Payment Services for any or no reason. Termination or discontinuation of your right to use the Payment Services will not affect your liability or obligations for your DLC Account or transactions completed prior to the termination or discontinuance. Termination of your participation in or use of Payment Services does not cancel or affect your DLC Account.

Comparison of the Payment Services

	SP Service	RP Service	FBP Service
Payment is credited to your DLC Account	2 to 6 days after you initiate the payment, although you can choose a later date	On your DLC bill due date	1-2 business days after you initiate the payment
Service Fees	DLC does not charge	DLC does not charge	Small fee charged by DLC's service provider
Payment Methods Accepted	Direct debit from your bank account	Direct debit from your bank account	Credit or debit card or debit from your bank account
Changing or Cancelling Payments	Permitted until payment begins processing (usually 2 to 4 days before payment date)	Not permitted online, although you may terminate the RP Service	Not permitted

<p>Canceling the Service</p>	<p>Not necessary. This is a one-time payment service</p>	<p>Call 412-393-7100 to cancel the RP Service</p>	<p>Not necessary. This is a one-time payment service</p>
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Generally Applicable Terms and Conditions

Unauthorized use of the Website and systems such as unauthorized entry into DLC's systems, misuse of passwords, or misuse of any information posted to the Website, is strictly prohibited.

Furthermore, your use of the Website signifies your agreement to our [Privacy Policy](#), which is incorporated herein by reference and which can also change from time to time. Any purported amendment to these Terms of Use by you must be agreed to by DLC in writing.

Copyright Notices

The works of authorship contained in the Website, such as all design, text, sound recordings and images, are owned by DLC or one of its affiliates or partners. Except as otherwise expressly stated herein, they cannot be copied, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use or otherwise used in whole or in part in any manner without DLC's prior written consent, except to the extent permitted by copyright law, and then only with notices of DLC's proprietary rights.

Trademark Notices

‘DLC’, ‘Our Energy, Your Power’, and the DLC logo are registered trademarks of DLC. Other featured words or symbols used to identify the services or programs offered in the Website can also be protected trademarks.

Web Content and Materials

The information on the Website is for information purposes only. It is believed to be reliable, but DLC does not warrant its completeness, timeliness or accuracy. The information and materials contained in the Website and these Terms of Use are subject to change without notice.

You agree that (i) you will not engage in any activities related to the Website that are contrary to applicable law, regulation or the terms of any agreements you have with DLC; (ii) where your use of the Website requires a username and password, you will establish commercially reasonable security procedures and controls to limit access to your password or other identifying information to authorized individuals; and (iii) you will not use any device, software, routine, file or other tool or technology, such as any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage or interfere with the proper working of the Website or to surreptitiously intercept or expropriate any system, data or personal information from the Website.

DUQUESNE LIGHT COMPANY CAN DISCONTINUE OR MAKE CHANGES IN THE INFORMATION OR SERVICES DESCRIBED HEREIN AT ANY TIME WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY TO YOU. ANY DATED INFORMATION IS PUBLISHED AS OF ITS DATE ONLY, AND DUQUESNE LIGHT COMPANY DOES NOT UNDERTAKE ANY OBLIGATION OR RESPONSIBILITY TO UPDATE OR AMEND ANY SUCH INFORMATION. DUQUESNE LIGHT COMPANY RESERVES THE RIGHT TO TERMINATE ANY OR ALL WEBSITE OFFERINGS OR TRANSMISSIONS WITHOUT PRIOR NOTICE TO YOU.

Potential Disruption of Service

Access to the Website can from time to time be unavailable, delayed, limited or slowed due to, among other things:

- hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment;
- software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- overload of system capacities;
- damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, acts of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- strike or other stoppage (whether partial or total) of labor;
- governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or
- any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of DLC.

Links to Other Sites

Links to non-DLC websites are provided solely as pointers to information on topics that might be useful to you. DLC has no control over the content on such non-DLC websites. If you choose to link to a website not controlled by DLC, DLC makes no warranties, either express or implied, concerning the content of that website, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor does DLC warrant that such website or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. DLC does not guarantee the authenticity of documents on the Internet. Links to non-DLC websites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such websites.

LIMITATION OF LIABILITY

BECAUSE OF THE POSSIBILITY OF HUMAN AND MECHANICAL ERROR AS WELL AS OTHER FACTORS, THE WEBSITE (INCLUDING ALL INFORMATION AND MATERIALS CONTAINED ON THE WEBSITE) IS PROVIDED "AS IS" AND "AS AVAILABLE". EXCEPT AS REQUIRED BY LAW, DLC IS NOT PROVIDING ANY WARRANTIES AND REPRESENTATIONS REGARDING THE WEBSITE OR THE SERVICES PROVIDED BY DLC ON OR THROUGH THE WEBSITE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR FITNESS FOR ANY PARTICULAR PURPOSE. DLC WILL NOT BE LIABLE FOR ANY DELAY, DIFFICULTY IN USE, INACCURACY OF INFORMATION, COMPUTER VIRUSES, MALICIOUS CODE OR OTHER DEFECT IN THE WEBSITE, OR FOR THE INCOMPATIBILITY BETWEEN THE WEBSITE AND FILES AND YOUR BROWSER OR OTHER SITE ACCESSING PROGRAM. DLC BE LIABLE FOR ANY OTHER PROBLEMS EXPERIENCED BY YOU DUE TO CAUSES BEYOND DLC'S CONTROL. EXCEPT AS REQUIRED BY LAW, DLC DOES NOT WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF THE INFORMATION AND MATERIALS CONTAINED ON THE WEBSITE AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE

MATERIALS AND INFORMATION.

NOTHING HEREIN WILL BE CONSTRUED AS LIMITING OR REDUCING DLC'S RESPONSIBILITIES AND OBLIGATIONS TO CUSTOMERS IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

UNDER NO CIRCUMSTANCES WILL DLC BE LIABLE FOR ANY LOST PROFITS, LOST OPPORTUNITY OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF ANY USE OF OR INABILITY TO USE THE WEBSITE OR ANY PORTION THEREOF, REGARDLESS OF WHETHER DLC HAS BEEN APPRISED OF THE LIKELIHOOD OF DAMAGES OCCURRING AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

Enforceability and Governing Law

Headings are for reference purposes only. The failure of DLC to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. In the event any of the terms or provisions of these Terms of Use will be held to be unenforceable, the remaining terms and provisions will be unimpaired and the enforceable term or provision will be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision. These Terms of Use will be subject to any other agreements you have entered into with DLC, including DLC's tariff. Your access to and use of the DLC Website, and the terms of this disclaimer are governed by the laws of the Commonwealth of Pennsylvania. YOU AGREE THAT ANY ACTION BROUGHT BY YOU, AT LAW OR IN EQUITY, ARISING OUT OF OR RELATING TO THESE TERMS AND USE OR THE WEBSITE WILL BE FILED ONLY IN THE STATE OR FEDERAL COURTS IN AND FOR PITTSBURGH, PENNSYLVANIA AND YOU HEREBY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF THESE COURTS FOR THE PURPOSES OF LITIGATING ANY ACTION UNDER THESE TERMS OF USE.