



San Diego Gas & Electric Company
San Diego, California

Original Cal. P.U.C. Sheet No. 21298-E

Canceling _____ Cal. P.U.C. Sheet No. _____

SAMPLE FORMS

Sheet 1

FORM 175-1000

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CUSTOMER ENERGY NETWORK – TERMS AND CONDITIONS

(07/09)

(See Attachment)

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Advice Ltr. No. 2100-E

Decision No. _____

Issued by
Lee Schavrien
Senior Vice President
Regulatory Affairs

Date Filed Jul 31, 2009

Effective Sep 1, 2009

Resolution No. _____

Customer Energy Network Terms and Conditions

Online Usage Agreement

If you are a customer of San Diego Gas & Electric Company (“SDG&E”), you may use this online service (“Customer Energy Network” or “CEN”) only if you have a properly registered My Account User ID and you complete the CEN enrollment and authorization consistent with these Customer Energy Network Terms and Conditions. In addition, you only have access to this service if you have had a Smart Meter installed to your account and the data from the Smart Meter has been validated by SDG&E.

Online Services

SDG&E’s Customer Energy Network allows you to access online services provided by third-party service providers to whom you have authorized SDG&E to transmit your Smart Meter energy usage data and zip code.

SDG&E reserves the right to modify or discontinue any or all services offered through the Customer Energy Network at any time without notice. You may elect to use one or more of the services available without being obligated to use them all.

Customer Authorization and Consent

You specifically authorize SDG&E to release to the third-party provider(s) you have selected your energy usage data and zip code from the Smart Meter installed at your home for purposes of online presentment through services and tools developed and provided by such third-party provider(s). You further authorize SDG&E to send you general messages related to your energy usage through the online presentment tools provided by such third-party provider(s).

By enrolling in the Customer Energy Network you have agreed that:

You are subject to these CEN Terms and Conditions as long as you take part in the Customer Energy Network, including all its online services. By selecting the “I Agree” button when registering for the Customer Energy Network, you are confirming that you have read and accept these Terms and Conditions or any future modifications thereof as a pre-condition to your being granted access to CEN. When you meet the above requirements, and any requirements stated after this for any online utility service, you may be redirected to the third-party provider(s) to complete enrollment for their service(s) which will utilize your SDG&E data.

These Customer Energy Network Terms and Conditions are additional terms and conditions to the My Account Terms and Conditions. In case of conflict or inconsistency between them, these CEN Terms and Conditions take precedence over the My Account Terms and Conditions with respect to the Customer Energy Network.

Third-Party Sites

In order to use certain services and tools provided by third parties, you may need to enroll on such party’s website and access the service or tool on the third party’s website. Your use of such service and tools on a third party’s site will be governed by the provider’s terms and conditions of service.

You acknowledge and agree that SDG&E is not responsible for the availability or operation of third-party websites or the services or tools hosted on such sites. You also acknowledge and agree that SDG&E is not responsible for any content, advertising, or other materials on such sites and shall not be liable for any damages, losses or claims caused or alleged to be caused in connection with any content, services or materials available on or through such sites.

Password Guidelines

The unique User ID and password (collectively, “Password”) selected by you to access My Account or any online services offered through CEN must be held on a confidential basis by you and not given to other people. Anyone with knowledge of your Password can gain access to your My Account and your CEN

Customer Energy Network Terms and Conditions

account and all the services available within the account. If you have forgotten or lost your Password, online reminder capabilities are available to assist you in remembering it. As a condition of use, you must notify SDG&E immediately if you believe your Password has been lost or stolen. In such event, you can contact SDG&E immediately by email or by calling 1-800-411-SDGE (7343) (24 hours a day). You are responsible for maintaining the Password against improper disclosure. One of the terms and conditions of this agreement is that you are solely responsible for any claims, losses, damages, expenses and costs incurred by the use of your Password by others. SDG&E reserves the right to reset any Passwords.

Discontinue CEN Services (Opt-Out)

To withdraw from the Customer Energy Network or from any of the third-party services in which you are enrolled, go to the CEN service button within MyAccount. After you have cancelled and confirmed the cancellation of your enrollment in the deselected service(s), SDG&E will cease transmitting your Smart Meter energy usage data to the deselected third-party service provider, usually within 24 hours. You also may need to un-enroll at the third-party provider's website to ensure that data previously provided by SDG&E is destroyed by the third-party service provider.

If you opt out from a third-party CEN service provider's website without also opting out from CEN, SDG&E will cease transmitting your usage data to that third-party service provider, usually within 24 hours.

Other Terms and Conditions

- SDG&E has no responsibility for any failure or error in the Customer Energy Network, including without limitation any interruption, omission, mistake, malfunction or delay related thereto. All information contained within CEN is provided "as is" and "as available," although SDG&E will use its reasonable efforts to post the best data that is available. SDG&E makes no representation that any data posted is suitable for any particular purpose or use, or that any data posted is accurate, correct or complete. For example, there may be short-term data gaps in daily usage information caused by communication faults or delays. In the online display of your daily usage information, such gaps will show zero consumption for the gap period, even though you may have been consuming energy during that period and your Smart Meter has been recording your actual usage data for monthly billing purposes. No indirect, consequential, punitive or special damages will be assessed against either party in connection with CEN. SDG&E reserves the right in its sole opinion to prevent any user from accessing its web site in connection with CEN.
- The Customer Energy Network will be operated and used at all times subject to applicable laws, rules, regulations and decisions of federal and state governmental authorities having jurisdiction, as in effect from time to time, including without limitation the Public Utilities Commission of the State of California.
- Any dispute related to CEN shall be resolved pursuant to the laws of the State of California, without reference to its principles on conflicts of laws.
- Your use of CEN does not provide any legal right or interest in any intellectual property used in connection therewith, or derived there from or any text or other content posted in connection therewith, including without limitation any copyright, for which all rights are reserved by SDG&E.
- Use of CEN, and any SDG&E or third-party service accessed, is at your sole risk. Although SDG&E has endeavored to create a secure and reliable service, the confidentiality or security of any communication transmitted or accessible over the Internet cannot be guaranteed. We do encrypt your account information and usage data on our systems and in transmission and comply with all applicable laws in handling such information. Accordingly, SDG&E and its parent and affiliates are not responsible for the security of any information transmitted or accessed using the Internet. Actual or attempted unauthorized use of the CEN or any of the features, services or tools made available through the CEN may result in criminal and/or civil prosecution.