

## Legal Terms & Conditions

The Legal Terms and Conditions for the use of this site are posted below for your reference. You agreed to be bound by these terms and conditions prior to accessing this site.

### Processing agent; Dominion Energy Reliability Investment

The Dominion Energy Reliability Investment Web Site (the "Investment Web Site") is operated by The Northern Trust Company (the "Processing Agent") as processing agent for Dominion Energy, Inc. ("Dominion Energy"). The information accessible through this site pertains to your investment in variable denomination floating rate demand notes (the "Notes") backed by Dominion Energy (your "Investment"). You do not have a deposit or any other customer relationship with The Northern Trust Company by virtue of your Investment or your use of the Investment Web Site. Please refer to your prospectus for a description of the Processing Agent's duties and obligations relating to Dominion Energy Reliability Investment.

### Acceptance of Terms and Conditions

You may access the pages of the Investment Web Site and make use of the services offered only if you accept and agree to these Terms and Conditions. After reviewing these Terms and Conditions carefully, including the *authorization to conduct business on-line*, you should indicate acceptance by clicking the button labeled "I Accept." You will not be allowed to access any other pages of the Investment Web Site, or make use of any services through the Investment Web Site, until you accept these Terms and Conditions by clicking on the "I Accept" button. If you do not wish to accept these Terms and Conditions, you should simply exit now.

These Terms and Conditions and the services accessible through the Investment Web Site may be changed from time to time by Dominion Energy or by the Processing Agent posting changes to the Investment Web Site without further notice to you. Your acceptance (by clicking the "I Accept" button) will constitute an ongoing acceptance of agreement to these Terms and Conditions, as they may be amended from time to time. If at any time you do not wish to continue to accept these Terms and Conditions, you should cease using the Investment Web Site.

### Access, Security; Data Retention

In order to access your Investment information through the Investment Web Site, you will need to provide us with your email address and telephone number. If you have not provided us with your email address and telephone number, please call us at 866-876-0001 Monday through Friday between 7:30 am and 6 pm Central Time to provide us with that information. Once you have provided us with your email address and telephone number, you can activate your Investment online by signing up through the Investment Web Site. Upon activation of your Investment online, you will have to authenticate yourself for subsequent log-ins by answering two random security questions or by entering the security code sent to your telephone.

You agree that the foregoing access procedure is reasonable and that you approve of such access procedure. You will be fully responsible to protect against the unauthorized use of your password. Dominion Energy and the Processing Agent may rely on the fact that any person using the described access procedure is authorized by you to do so, to access your Investment information through the Investment Web Site.

Dominion Energy and the Processing Agent have established what they believe to be commercially reasonable procedures to protect information made available through the Investment Web Site from being accessed by unauthorized persons, however, Dominion Energy and the Processing Agent cannot guarantee that such will not occur. You will not attempt, through the use of the Investment Web Site or otherwise, to access or view any information of any person who has not expressly authorized you to do so and has not provided you with such rights. In the event that you should receive or be exposed to information that you are not authorized to view, you will promptly notify the Investor Services Center at the toll free telephone number indicated in your investment statement, and destroy all copies (electronic or otherwise) of the unauthorized information.

You expressly consent to Dominion Energy's and the Processing Agent's retention and use of data generated by and about you and your use of the Investment Web Site if Dominion Energy and the Processing Agent believe the information would be useful (and allowed by law) in performing the Processing Agent's obligations as Processing Agent and in operating the Investment Web Site. The Processing Agent has agreed contractually with Dominion Energy, and has a policy in furtherance of the agreement, not to reveal specific information about your Dominion Energy Reliability Investment or other personally identifiable data to unaffiliated third parties (other than Dominion Energy) for their independent use except for the exchange of information with reputable reporting agencies to maximize the accuracy and security of such information; unless 1) the information is provided to help complete a transaction initiated by you; 2) you request or permit it; 3) the

disclosure is required by or allowed by law (e.g., subpoena, investigation of fraudulent activity, request by a regulator, etc.); or 4) you have been informed about the possibility of disclosure for Dominion Energy's marketing or similar purposes through a prior communication and given the opportunity to decline (i.e., "opt out"). In the limited circumstances that the Processing Agent provides personally identifiable information to a third party, other than Dominion Energy, the third party is expected to adhere to similar privacy principles that provide for keeping such information confidential.

## Disclaimers

NEITHER DOMINION ENERGY NOR THE PROCESSING AGENT NOR ANY OF THEIR AFFILIATES MAKES ANY REPRESENTATION ABOUT THE SUITABILITY OF THE CONTENT OF THE INVESTMENT WEB SITE FOR ANY PURPOSE. ALL CONTENT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. DOMINION ENERGY, THE PROCESSING AGENT AND THEIR AFFILIATES DISCLAIM ANY WARRANTIES AND REPRESENTATIONS WITH REGARD TO THE CONTENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Although Dominion Energy and the Processing Agent attempt to keep the information on the site accurate, complete and current, Dominion Energy and the Processing Agent do not warrant that the content of the Investment Web Site is accurate, complete or current. It is your responsibility to verify any information accessed or viewed through the Investment Access Web Site before relying on it. DOMINION ENERGY, THE PROCESSING AGENT AND THEIR AFFILIATES DISCLAIM ANY REPRESENTATIONS THAT ANY AUTOMATED SYSTEM (AS DEFINED BELOW) WILL OPERATE UNINTERRUPTED OR BE ERROR FREE.

## Limitation of Liability

You understand that the use of the Internet and other automated systems to perform the functions underlying the services accessed through the Investment Web Site and to provide you with access to such services (collectively, the "Automated Services") entails risks, including, but not limited to, interruption of service, system or communication failures, delays in service, errors or omissions in information provided, errors in the design or functioning of such Automated Systems and corruption of data or systems (collectively, a "System Failure"), that could cause you substantial damage, expense or liability.

DOMINION ENERGY, THE PROCESSING AGENT AND THEIR AFFILIATES WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGE OR INJURY, INCLUDING BUT NOT LIMITED TO, THOSE CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR SYSTEM FAILURE. IN NO EVENT WILL DOMINION ENERGY, THE PROCESSING AGENT AND THEIR AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA OR PROFITS ARISING OUT OF OR RELATING TO THE SERVICES AVAILABLE THROUGH THE INVESTMENT WEB SITE OR THE USE, COPYING, OR DISPLAY OF INFORMATION ACCESSED THROUGH THE INVESTMENT WEB SITE, WHETHER OR NOT DOMINION ENERGY, THE PROCESSING AGENT AND THEIR AFFILIATES WERE ADVISED OF OR WERE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER OF LIABILITY IS EFFECTIVE WITHOUT REGARD TO THE FORM OF ANY ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

Without limiting the foregoing, Dominion Energy, the Processing Agent and their affiliates will not be liable for any losses or damages incurred as a result of any information or confidential information submitted to them through the Investment Web Site, for their transmission of information or confidential information to any person(s) or entity(ies), or the institution or completion of transactions as a result of a request reasonably believed by Dominion Energy, the Processing Agent or their affiliates to have been made by you or any person authorized by you. SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Without limiting the foregoing, Dominion Energy, the Processing Agent and their affiliates will not have liability for the actual or alleged insufficient exercise of care in selecting, monitoring or operating any Automated System, for any failure or delay in informing you of any System Failure or in taking action to prevent or correct any such System Failure. Dominion Energy, the Processing Agent and their affiliates have no responsibility to inform you of (i) any decision to use, not to use or cease using any Automated System, (ii) the characteristics, function, design or purpose of any Automated System, or (iii) any specific risks inherent in any Automated System.

Without limiting the foregoing, in no case will Dominion Energy, the Processing Agent and their affiliates bear any liability for delivery of services through the Investment Web Site, or for access to or use of the Investment Web Site.

## Links to Other Sites

Some of the sites listed, as links in the Investment Web Site may let you leave the Investment Web Site server and are not under the control of Dominion Energy, the Processing Agent, or their affiliates. Accordingly, Dominion Energy, the Processing Agent, and their affiliates do not make any representations whatsoever concerning the content of those sites. The fact that Dominion Energy, the Processing Agent, or their affiliates have provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation by Dominion Energy, the Processing Agent, or their affiliates with respect to such site, its owners, or its providers. Dominion Energy the Processing Agent, or their affiliates are providing these links only as a convenience to you.

## ACH Transfers

If you transfer funds to or from your Investment using the automated clearing house (ACH) network by purchasing or redeeming Notes or for any other purpose, you agree to be bound by the rules established by the National Automated Clearing House Association and that you will not initiate a transfer that violates the laws of the United States.

## Electronic Funds Transfers Disclosure for Consumer Investments

As you may know, Dominion Energy, upon your request and agreement can accept electronic purchases of Notes to your Investment, make electronic withdrawals from your Investment by redeeming Notes, and transfer funds between your Investments. These services are known as Electronic Funds Transfers (“EFTs”), and we provide the following disclosures regarding them.

In case of errors or questions about your EFTs, telephone the Processing Agent during business hours at 866-876-0001.

Or you may write us at:

Dominion Energy Reliability Investment  
c/o The Northern Trust Company  
P.O. Box 75713  
Chicago, IL 60675-5713

Contact us as soon as you can, if you think your Investment statement is wrong or if you need more information about a transfer listed on it. We must hear from you no later than 60 calendar days after we send the FIRST statement on which the problem or error appeared.

Please report the following:

1. Your name and Investment number.
2. The error or redemption and subsequent transfer you are unsure about. Explain as clearly as possible why you think it is an error or why you need more information.
3. The dollar amount of the suspected error. If you inform us verbally, we may require that you also send us your complaint or question in writing within 10 business days.

We will inform you of the result of our investigation within 10 business days (20 business days for transactions during the first 30 days of a new Investment) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If this becomes necessary, we will recredit your Investment within the first 10 business days (20 business days for transactions during the first 30 days of an Investment) for the amount that you claim is in error. You then will have the use of the money during the time it takes us to complete our investigation. If we ask that you put your complaint or question in writing and we do not receive it within 10 business days, we may debit your Investment.

In the event the transaction you question involves transactions during the first 30 days of an Investment, we have up to 90 calendar days to complete our investigation of your complaint or question. We will tell you the results within three business days after completing our investigation. If we determine that there was no error, we will send you a written explanation. You are entitled to copies of the documents used in the investigation.

## Contact in Event of Unauthorized Transfers

If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your Investment without your permission, call: 866-876-0001.

## **Business Days**

For the purpose of these disclosures, our business days are Monday through Friday. Federal holidays are not included.

## **Transfer Types**

You may perform the following EFTs with your Investment: You may invest in new Notes electronically by redeeming Notes from another Investment or by purchasing Notes using funds in another account outside of your Investment.

## **Transfer Limitations**

Transfers utilizing the automated clearing house (ACH) network to an account outside of your Investment associated with redeeming Notes you have previously purchased, must be at least \$250.00 and transfers from an account outside your Investment to purchase new Notes must be at least \$250.00.

## **Your Liability for Unauthorized Transfers**

Contact us AT ONCE at 866-876-0001 if you believe there has been an unauthorized redemption or purchase of Notes or your password has been lost or stolen. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your Investment if you do not comply with the following procedures.

If you notify us within two business days after you learn of the loss or the theft of your password, you can lose no more than \$50 if someone redeemed Notes and/or transferred funds generated from such a redemption without your permission. If you do NOT tell us within that time period after you learn of the unauthorized transaction or the loss or theft of your password, and we can prove we could have stopped someone from redeeming Notes and transferring funds without your permission if you had told us, you could lose as much as \$500. If your statement shows redemptions of Notes and subsequent transfers you did not make, inform us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

## **Disclosure of Investment Information to Third Parties.**

We will disclose information to third parties regarding your Investment or transactions you make:

1. where it is necessary for completing transactions; or
2. in order to verify the existence and condition of your Investment for a third party (such as a credit bureau or merchant); or
3. in order to comply with government agency or court orders; or
4. if you give us consent.

## **Documentation**

You will get a monthly statement of your Investment.

If you have arranged to have direct electronic transfers to purchase Notes to be deposited into your Investment at least once every 60 days from the same account outside of your Investment, you can call us at 866-876-0001 to find out whether or not new Notes have been purchased.

## **Right to Stop Automatic Transactions from Your Investment**

If you told us in advance to make regular purchases of Notes or redemptions of Notes from your Investment, you can stop any of these redemptions or purchases through your online access, by telephoning us at 866-876-0001 during regular business hours or writing us at Dominion Energy Reliability Investment, The Northern Trust Company, P.O. Box 75713, Chicago, IL 60675-5713. We must receive your notice and have sufficient time for us to act prior to 1 pm Central Time on the business day prior to the business day for which the transfer is scheduled.

### **Liability for Failure to Stop Payment of Preauthorized Transfers**

If you order us to stop one of these redemptions or purchases of Notes three business days or more before such purchase or redemption is scheduled, and we do not do so, we will be liable for your losses or damages.

### **Your Liability for Failure to Make Transfers**

If we do not complete a redemption or purchase of Notes to or from your Investment on time, or in the correct amount, according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, an attempted redemption of Notes exceeds available funds in your Investment to make the transaction.
2. If you do not obtain confirmation at the time you initiate a redemption or purchase.
3. If the services, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you started the transaction.
4. If you have not provided us with the correct information for those to whom you wish to direct a payment or transfer following a redemption of Notes.
5. The recipient mishandles or delays handling a payment sent by us.
6. If you have redeemed all of the Notes in your Investment or we have suspended your service.
7. If, despite reasonable precautions, circumstances beyond our control (such as fire or flood) prevent the transaction.

There may be other exceptions stated in our Dominion Energy Reliability Investment agreement with you and you should be familiar with them.

### **Commercial ACH Services**

**Security Procedures:** You may give us payment orders for commercial ACH services on-line. These are called Payment Orders. You will be issued a user ID and password to use to access your Investments on-line. You will at times also be asked to answer security questions (with answers previously provided by you). This will occur most often when you try to access this service from a different device than the one you usually use, when you upgrade your operating system or browser, or when you are logging in from an unknown or questionable network (such as a hotel or kiosk). To begin sending Payment Orders to a new recipient, you will have to add the new recipient information. Before you are able to add the new recipient, we will send a code to you by email. You will retrieve that code and enter it on-line, when prompted. You can then proceed with entering the bank and account information for the recipient. The recipient is added in "Pending" status, and you will have to call our Help Desk to activate the new recipient if the new recipient is not an account of yours. If the recipient is an account of yours at another financial institution, you will be given a choice for us to verify your account. Either you can provide us your online login credentials for the account at the other financial institution for us to verify your ownership of the account<sup>1</sup>, or you can direct us to send two small test deposits (less than one dollar each) to that account. We will also redeem Notes in the total amount deposited. You will have to notify us of the correct amount of the Notes redeemed and deposited into the account for us to activate the account. Once "Active," you can initiate Payment Orders to that recipient on-line. The user ID, password, security questions, emailed code, phone confirmation, the account ownership verification and the verification of the amount of the deposits and amounts of Notes redeemed are the security procedures for on-line Payment Orders. You will usually be responsible for any Payment Order submitted on-line so long as the user complies with this security procedure, even if the Payment Order is submitted by a user not authorized by you. We are

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<sup>1</sup> Please review any applicable terms and conditions associated with your account at such financial institution prior to selecting this option.

responsible for a loss due to a Payment Order initiated by someone not authorized by you only if you can prove that the instruction to redeem Notes and to transfer funds obtained from such redemption (i) was not caused, directly or indirectly, by a person entrusted with duties to act for you with respect to Payment Orders or the security procedure relating to them and (ii) was not caused, directly or indirectly, by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the security procedure from a source controlled by you and without your authority. This is regardless of how the information was obtained or whether you were at fault. Information includes any access device, computer, or the like. We are authorized by you to honor any instructions received through this service to transfer funds despite any agreement with us requiring more than one signature on a check or a dollar limit on a user's transfer authority.

The minimum outgoing ACH amount is \$250.00 and the minimum incoming ACH amount is \$250.00.

## Online Statements

By selecting to receive online statements and then agreeing to these Legal Terms and Conditions, you hereby ask to not receive paper Investment statements via U.S. Mail for your Investment and agree that delivery of electronic Investment statements not only satisfies any duty to report or account that Dominion Energy has under its agreement with you and under applicable law, but is also the legal equivalent of mailing paper Investment statements of your Investment to you. You agree to carefully review your Investment statements online. You understand that you will receive electronic notification at the email address you have provided. . You acknowledge that you are responsible for the validity of the email address and informing Dominion Energy of any change in your email address by changing your email address online via the Investment Web Site. You also understand that you can revert to mailed paper Investment statements at any time without charge by opting back in online via the Investment Web Site.

In order to receive this information electronically, you will need access to a device with internet service and access to an email account. Your electronic documents will be available in pdf format. For viewing, printing, storing or downloading your emails and Investment information, you should use the latest version of your Web browser with JavaScript enabled. To access the PDF format for printer-friendly documents, you will also need Adobe Acrobat Reader. To obtain Adobe Acrobat Reader, you can download a free copy by clicking [here](#). Your electronic documents may be viewed electronically via the Web and printed from your printer. You may also save your electronic documents to your hard drive the way you would any other file from the Internet.

## Jurisdiction; Entire Agreement

These Terms and Conditions will be governed by and be interpreted under the laws of the State of Illinois, United States of America, notwithstanding any principles of conflicts of law. The state or federal courts located in Cook County, Illinois, have exclusive jurisdiction over any cause of action arising out of or related to the use of the Investment Web Site. These Terms and Conditions set forth the entire agreement between the parties relating to the use of the Investment Web Site. If any part of these Terms and Conditions is held unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any of the remaining provisions.

## Agreement to Participate Electronically

By clicking the "I ACCEPT" button below, I am affirmatively stating I'm currently accessing this Website with a computer system, ISP connection, browser and I have a printer necessary for me to send, receive and retain the above referenced Dominion Energy Reliability Investment Disclosures and information.