

British Columbia Hydro and Power Authority (“BC Hydro”)
PEAK REWARDS PROGRAM (the “Program”)

Program Terms and Conditions (the “Agreement”)

1. For the purposes of this Agreement, the following terms have the following meanings:
 - **“Equipment”** means the equipment specified on the application (the **“Application”**) form to participate in the Program;
 - **“Residence”** means the residence you listed on the Application; and
 - “You or Your”** are references to the Participant as identified in the Application.
2. For purposes of the Program, BC Hydro may at its sole discretion and in consideration of existing conditions and safety, determine if the Equipment has been installed in your Residence.
3. You represent and warrant to BC Hydro that:
 - a. You are an individual nineteen (19) years or older; and
 - b. You are the BC Hydro residential account holder for the Residence and an owner of the Residence.
 - c. You are not participating in any other BC Hydro energy management trial.
4. You agree that BC Hydro and/or BC Hydro’s representatives or contractors may remotely control the Equipment in your Residence during the **“Program Term”** (which commences from the date you enrol on the Program by accepting the terms of this Agreement and signing below until as terminated in accordance with this Agreement.) Any remote controlling action taken by BC Hydro and/or BC Hydro’s representatives or contractors will be referred to herein as a **“Control Event”**.
5. You agree that:
 - a. BC Hydro and/or BC Hydro’s representatives or contractors may enact a Control Event at any time of day or night without notice to you;
 - b. Control Events may occur up to twice a single day;
 - c. A Control Event may last up to 4 hours.
6. Provided that your BC Hydro residential account is then in good standing and provided that you are not then in default of any of the terms and conditions of this Agreement, BC Hydro will provide a one-time Reward in the following manner:
 - a. Thermostats customer: \$35/season/household
 - b. EV charger customer: \$35/season/household
 - c. Direct load controller customer: \$35/season/household (individually, and collectively, as the context so requires, the **“Reward”**).

At the election of BC Hydro at its sole discretion, the Reward may be either an actual payment, or an offset against the amount owed by you to BC Hydro for electricity. If you receive an offset, the offset is a mechanism for providing you with a reward for your participation in the Program and is not a deduction of, variance from, or waiver of, the amounts owed by you for electricity used in your Residence; and the Reward is non-transferable, non-exchangeable, and non-refundable.

7. You acknowledge and agree that the Equipment uses various wireless communication technologies to collect and exchange data between the Equipment and central data servers and applications.
8. You acknowledge and agree that any Control Event under this Agreement is not and shall not be deemed BC Hydro's provision of electricity under the Electric Tariff.
9. You agree to allow BC Hydro to collect data from during the Program Term and to access your Residence historical smart meter energy data for the two (2) years immediately preceding your enrollment in the Program for analysis purposes.
10. You may opt-out of any Control Event, at any time, via the web interface or mobile app provided by the Equipment manufacturers. However, in the event that you opt-out of more than fifty percent (50%) of all Control Events within a given calendar year based on BC Hydro's sole determination, BC Hydro may terminate your participation in the Program and terminate this Agreement.
11. You agree to maintain the Equipment in good working order throughout the Program Term at your own cost and expense. The Equipment must be powered on and connected to the Internet at all time throughout the Program Term.
12. You acknowledge and agree that no person or entity except the manufacturers, BC Hydro or BC Hydro representatives shall have the right to control or dispatch the Equipment and exercise load control during the Program Term and you further agree not to authorize anyone else to control the Equipment during the Program Term.
13. This Agreement shall be in effect until the end of the Program Term, unless otherwise terminated by you or BC Hydro.
14. You may terminate this Agreement by providing at least five (5) days' written notice to BC Hydro either by the application attached to the Equipment or by contacting BC Hydro via email at peakrewards@bchydro.com. In the event you terminate this Agreement, BC Hydro will cease to adjust the operation of the Equipment effective as of the termination date. BC Hydro may conduct reviews on all closed accounts to determine whether you have moved your Residence without notifying BC Hydro or otherwise terminated your participation in the Program.

15. BC Hydro may terminate this Agreement at any time for any reason without notice.
16. You agree to participate in surveys or audits from time to time, conducted by BC Hydro or its representatives in connection with the Program during the Program Term. This section shall survive expiration or early termination of this Agreement.
17. You acknowledge and agree that:
- a. you have independently assessed and accept the risk of BC Hydro's remote controlling the Equipment and Control Events;
 - b. BC Hydro makes no representation or warranty, express, implied, statutory or otherwise, including any representation or warranty as to merchantability, design, capabilities, suitability, durability or fitness for use or for a particular purpose, with regard to the Equipment, its installation, or any part thereof; and
 - c. BC Hydro is not liable for any impacts, damage or destruction to your Residence, the Equipment, the EV battery life, or driver usage of the EV as a result of the use or operation of the Equipment under the terms of this Agreement, or otherwise as a result of your participation in the Program.
18. You further acknowledge and agree that:
- a. BC Hydro does not guarantee any energy cost savings or other benefits arising from your participation in the Program; and
 - b. BC Hydro, its respective successors, representatives, assignors, affiliates, employees, agents, officers, directors, service providers, contractors (including any installers) and their respective affiliates, officers, directors or employees and any of their heirs, successors or assigns (collectively, the "**Program Operators**") are not and will not be liable for any loss, damage or injury (including death) to persons or property, including without limitation any direct, indirect, special or consequential damages (including but not limited to loss of profit, loss of revenues or other economic loss), and any costs or losses, expenses, fees, liabilities, causes of action, suits, proceedings, debts, penalties and demands connected with or in any way arising from your participation in the Program, the installation or use of the Equipment, the interruption of power to the Equipment, the Program or any matter related to this Agreement, including, without limitation, any acts or omissions of any Program Operator, and you hereby release the Program Operators of, from and against any and all of the foregoing. You agree to indemnify the Program Operators if you or any member of your family, occupant or guest seeks damages against any of the Program Operators for any reason that is connected with this Agreement or the Equipment, or your participation in the Program, it being understood that the foregoing obligation to indemnify the Program Operators shall survive termination of this Agreement. For clarity, the Program Operators shall not be liable for any matter, claim or damage in connection with this Agreement and the Equipment.

19. You understand that any personal information provided to BC Hydro is collected, used, and disclosed in accordance with British Columbia's *Freedom of Information and Protection of Privacy Act*, as amended from time to time. BC Hydro collects personal information further to its mandate under the *Hydro and Power Authority Act* and, with regard to conservation activities, under the *Clean Energy Act*, and related regulations and directions, as amended from time to time.
20. Your personal information is collected for the purposes of administering and evaluating this Program. BC Hydro is authorized to collect your personal information in accordance with section 26(c) of the *Freedom of Information and Protection of Privacy Act*. You acknowledge that certain BC Hydro contractors involved in the Program may be based or otherwise have operations outside of Canada, and you therefore consent to your personal information being stored or accessed from outside Canada. If you have any questions about how BC Hydro handles or uses personal information, you may contact a Customer Service representative at 1-800-224-9376.

You authorize the indirect collection, use, disclosure and other handling of any information provided by you to the Program Operators, including but not limited to personal information such as your name, address, telephone number, email address, device identification numbers, and records showing distance driven, state of charge, energy consumption and charging patterns (collectively the foregoing is referred to as "**Program Participant Information**") to the Program Operators for the purposes of administering and assessing the Program, and any other disclosure or reporting that may be required by law.

21. BC Hydro shall not be in default, and shall not be deemed to be in default, by reason of delay or the failure or inability to perform its obligations under this Agreement where the said delay, failure or inability is due solely to any cause which is unavoidable or beyond the reasonable control of BC Hydro, including without limitation any act of God or other cause which frustrates the performance of this Agreement.
22. You will not assign this Agreement.
23. This Agreement shall be interpreted in accordance with the laws of the Province of British Columbia.
24. This Agreement may be amended by BC Hydro upon thirty (30) days' written notice.
25. BC Hydro reserves the right, in its sole discretion, to reject, accept or revise any Application made to it under the Program and to elect not to be bound by this Agreement.

26. Terms 16, 17, 18, 19, 20, and 23, and any terms and conditions required for their interpretation, shall survive termination of this Agreement.

I have read and understand the terms and conditions below and acknowledge that they form an integral part of this Agreement.