

# HydroHome Smart Home App Trial CUSTOMER AGREEMENT

## General Information

BC Hydro is testing the HydroHome Smart Home App. This trial is anticipated to run until the end of March 2023 (the “Trial”). Trial participants will need to agree to this Customer Agreement. The objective of the Trial is to investigate how smart home technology can help BC Hydro customers manage their energy usage.

To achieve the Trial’s objective, BC Hydro will provide eligible BC Hydro customers (each a “Participant”), with a free HydroHome App (the “App”) that links to their BC Hydro account, and which will provide Participants with the ability to monitor energy usage in their home (the “HydroHome Service”) using a mobile internet connected device (IOS or Android). The user interface for the HydroHome Service is only provided through the App.

If a BC Hydro Smart Hub (AKA energy bridge) is connected to the Participant’s HydroHome Service, the Participant will be able to see their live home energy usage information in the App and also control eligible smart home devices through the App.

The Trial eligibility requirements are as follows:

### 1. Eligibility criteria

- The Participant must be the named owner of the BC Hydro account;
- The Participant’s BC Hydro account is a residential rate category account;
- The Participant must have an active MyHydro online account, with Admin access to the account;
- The account has communicating smart meter with radio enabled;
- There must be no rental suites/tenant suites occupied by non-family members in the Participant’s home under the same account;
- The Participant must have an Android or iOS mobile device capable of downloading the App;
  - iOS 11+ (iphone 6 and above)
  - Android Version 7+
- All terms and conditions and eligibility criteria must be met before the applicant is fully accepted as a Participant;

If you are eligible and wish to participate in the Trial, additional necessary information related to the Trial is set out below:

### 2. BC Hydro Partnership with Powerley

Powerley is the provider of the App. BC Hydro has an agreement with Powerley which allows BC Hydro to use the HydroHome Service. Powerley also has its own agreements with users of the App as a condition of download of the App and use of the HydroHome Service. In addition to its privacy obligations to App users, Powerley has agreed to safeguard BC Hydro customer information in accord with BC Hydro’s statutory requirements under the Freedom of Information and Protection of Privacy Act.

### 3. BC Hydro Partnership with the University of Calgary, University of Alberta, and Stanford University (the “Research Team”)

BC Hydro has an agreement with the Research Team to help deliver the Trial objectives. BC Hydro will provide de-identified and anonymous energy consumption data from eligible Participants to the Research Team for an analysis of the effect of incentives on energy conservation consumer behaviour. The Research Team may use their research results in academic publications, which BC Hydro will review prior to publication. The Research team has agreed to safeguard participant data provided by BC Hydro in accordance with BC Hydro’s statutory requirements under the Freedom of Information and Protection of Privacy Act. Trial Participants that are eligible for this initiative will be contacted by BC Hydro and be provided with further information.

### 4. Powerley Partnership with Shopify

Powerley has an agreement with Shopify (an online retail store) which allows Participants to make in-app purchases of smart home equipment directly from Shopify through the App. BC Hydro is not involved in those in-App purchases/transactions made via the HydroHome Service, and has no visibility of payment methods or credit card details.

### 5. App and Equipment

Powerley will provide all eligible Participants with access to the App to be used for purposes of the Trial. BC Hydro will connect the Participant's chosen BC Hydro account's energy usage information with the HydroHome Service. If no Hub is installed, the App will only provide hourly historical energy data (up to 1 day prior) to the Participant.

If the Participant wishes to use a BC Hydro Smart Hub (a "Hub") in order to receive more detailed energy usage information in real time/live through the HydroHome app, a Hub may be ordered through the in-app store. If BC Hydro decides that the Participant's BC Hydro smart meter will not support the connection of a Hub, the participant will be notified in the app prior to ordering. Once a Hub is connected to the internet, smart home devices can be controlled (with or without a connection to the smart meter).

Some Participants may be invited to participate in future offers involving smart home equipment such as; a smart hub, smart thermostats or load controllers for additional testing ("Test Equipment"). With customer consent, Test Equipment may need to be installed at the Participant's home. This Test Equipment will enable the Participant to more accurately see energy used to heat the Participant's home, heat hot water or charge electric vehicles.

All Participants in the Trial can purchase smart home devices set out [in this link](#) (the "Equipment") that can be controlled through Hub using the HydroHome App. BC Hydro will not pay for the supply or installation of any Equipment and is not responsible for any choices or decisions made by the Participants in respect of the Equipment.

This Equipment link will be updated from time to time, Participants will be notified by email or through the HydroHome app of any updates.

## **6. How the HydroHome Service works, and what happens to data collected during the Trial**

The HydroHome Service is managed by Powerley. The HydroHome Service collects operating information relating to your Equipment (if applicable) and energy usage in accordance with the terms and conditions agreed to when downloading the HydroHome App. Information collected by the HydroHome Service is stored and presented back only to you through the HydroHome Service. BC Hydro does not have live access to your HydroHome Service and cannot view your operating statistics in real time. This data collected directly from the Participant by Powerley through the HydroHome App and is stored on cloud servers outside of Canada and used by Powerley to allow the HydroHome Service to respond to your commands and to enable you to see the status of all the Equipment you have connected to the HydroHome Service. To keep the HydroHome Service operating normally Powerley will be able to remotely monitor the performance of the Equipment (if applicable) on your HydroHome Service. The Powerley terms and conditions govern the Participant's usage of the HydroHome App and collection of the Participant's information by Powerley. As part of the Powerley terms and conditions, Participants agree that Powerley may share their energy usage information with BC Hydro for purposes of the Trial.

## **7. Grid Peak Time Events- Time of use testing and grid capacity solutions**

Some Trial participants may be offered incentives to help BC Hydro to explore customers' flexibility in energy demand. Some of these incentives may involve Equipment that can be temporarily adjusted by BC Hydro on the Participants' behalf. In all cases, Participants will receive advance notice of any offers to alter energy demand and any times when BC Hydro will adjust Equipment settings. Participants can override any controls scheduled by BC Hydro, so the Participant remains in control of all Equipment at all times. Any incentives provided by BC Hydro to customers are being provided as a reward for participation in the Trial, and not as forgiveness of the Customer's electricity use.

## **8. At the end of the trial**

The trial is expected to continue to March 2023. After this time it is likely that the service will be available as a standard program. At that time, Participants will be asked if they want to continue in the regular program or not.

If there is no continuation or a Participant does not decide to proceed after March 2023, their app and HydroHome Hub will no longer work. If a Participant purchased a Hub, they can receive a refund on return of the Hub to BC Hydro at that time.

If a Participant purchased any Equipment or received any Test Equipment they can connect their devices to an alternate Smart Hub that is compatible with the products they may have in their home. All Equipment purchased and installed by the Participants remains the property of the Participants, and can continue to function with other smart home hubs. BC Hydro takes no responsibility for any Equipment purchased and installed by the Participant for purposes of the Trial.

**9. HydroHome Trial Terms and Conditions:**

**The Participant wishes to participate in the Trial and agrees to the following;**

- (a) the electricity usage data for the App will be taken from the BC Hydro eligible account(s) (the “Home(s)”) selected by the Participant;
- (b) only the Participant and other persons living in the Home(s) (collectively the “Authorized Users”) shall use the HydroHome Service;
- (c) the Authorized Users will keep a secure password, and not circumvent or disclose any usernames, passwords or other access credentials or authentication details to others, or interfere with or disrupt any other security control of the HydroHome service;
- (d) the Authorized Users will notify BC Hydro immediately if he/she becomes aware of any breach or threatened breach of the terms of this Agreement, or of any breach or threatened breach of security including any attempt by a third party to gain unauthorized access to the HydroHome Service;
- (e) the Authorized Users will not copy, translate, make derivative works, disassemble, decompile, reverse engineer or otherwise attempt to discover the source code or underlying ideas or algorithms embodied in the software applications or other systems used for the HydroHome Service, or remove any titles or trademarks, copyrights or restricted rights notices in the systems, software and other materials used in the HydroHome Service for any purpose;
- (f) The Participant acknowledges and agrees that he/she is responsible for obtaining and maintaining all hardware and network connections necessary to provide an internet connection (wired or wifi) for the HydroHome Service, and make all reasonable attempts to keep the system operational;
- (g) The Participant will allow BC Hydro access to the Home’s electrical consumption data (i) for the 24 month period prior to the Trial, (ii) for the duration of the Trial, and (iii) for 1 year after the Trial for the purpose of administration and evaluation of the Trial.
- (h) The Participant agrees to participate in user customer experience surveys in relation to the Trial and to receive information via email or through the HydroHome Service about; energy saving tips, peak time energy conservation events, reward programs, peak time demand response events, conservation programs, equipment testing opportunities and insights related to the HydroHome Service during the Trial;
- (i) The Participants agree that BC Hydro may remotely adjust Equipment or Test Equipment temporarily during peak time events during the Trial. Participants retain full control of their devices at all times and can override any adjustment made during an event or opt-out in advance. Participants will be advised of upcoming peak time events.
- (j) Any incentives provided by BC Hydro to customers are being provided as a reward for participation in the Trial, and not as forgiveness of the Customer’s electricity use.
- (k) The Participant agrees to allow BC Hydro, and their authorized agents to contact him/her by phone, email, via the HydroHome Service, mail or similar method for the purposes of administering and evaluating the Trial;
- (l) The Participant agrees to notify BC Hydro if the HydroHome Service fails to operate.

**10. Personal Information and Participant and Authorized User Consent**

- (a) Participant confirms that the consent of all his/her Authorized Users has been obtained for the collection and use of the Authorized Users’ personal information for purposes of the Trial, and that all consents provided below are provided by both the Participant and his/her Authorized Users (collectively “the Participant”) for purposes of Section 7 of this Agreement.
- (b) Participant consents to the disclosure of their personal information to BC Hydro and their authorized agents and Powerley for the purposes of administering the Trial, and undertaking analysis for the purposes of delivering energy usage information and insights back to the Participant through the HydroHome Service. The personal information BC Hydro and their authorized agents may access consists of: Participant’s contact information, energy usage information, BC Hydro account/home profile information, HydroHome Service Equipment operating statistics, user interface details, and extent of participation in events and features related to the HydroHome Service. BC Hydro stores Participant’s personal information on BC Hydro’s secured network drive that only the Trial program team can access. Paper documents will be stored in a locked filing cabinet with limited access. Participant’s personal information will be destroyed 90 days after the Trial has ended. Should BC Hydro create any reports or publish any findings from the Trial, all personal identification will be removed from any reports, and the findings shall be aggregated and anonymized.
- (c) Participant consents to the disclosure of their de-identified information to the Research Team for the research purposes described in paragraph 3. The information provided to the Research Team may consists of: Participant’s energy usage information, HydroHome Service Equipment operating statistics, the Home’s building type information, census dissemination

area and the extent of participation in peak time demand response events. The Research Team will store any Participant's de-identified information on a secured network drive that only the Research Team can access. If a Participant no longer wishes to share their de-identified data with the Research Team, the Participant can contact [Timothy.Mosley@bchydro.com](mailto:Timothy.Mosley@bchydro.com) to make those arrangements.

- (d) Participant's personal information and de-identified information as described in (b) and (c) above will be collected by Powerley and the Research Team and will reside outside of Canada on a cloud server or on a secure network. The Participant consents to storage and access to his/her personal information outside of Canada for purposes of the Trial, including for purposes of the research to be conducted by the Research Team.

The Participant acknowledges that any personal information collected by BC Hydro, the Equipment, the HydroHome Equipment supplier, and HydroHome Equipment supplier's cloud vendor in relation to the Trial is collected in furtherance of BC Hydro's mandate under the Clean Energy Act, for the purpose(s) of administering, operating and evaluating the Trial. Personal information, including settings and usage statistics will be stored, accessed and processed on cloud servers located outside of Canada (as part of the Trial). If you have any questions concerning how your personal information is collected, stored and handled, please contact Tim Mosley, Project Manager, at 604-623 4580.

#### **Indemnification and Representations**

The Participant agrees to indemnify BC Hydro, including its management, employees, and contractors from any and all damages, claims and demands whatsoever, including claims for personal injury, physical damage, indirect, consequential or economic loss, (i) arising from or related to the Equipment (including installation, removal and defects), and (ii) any claims arising for any reason from or in connection with the Trial and the HydroHome Service. BC Hydro makes no representation or warranty respecting the Equipment, their condition, suitability, or fitness for a particular purpose or use. BCH reserves the right at its sole discretion to end the Trial, or to end your participation in the Trial at any time.