
HydroHome Service Customer Agreement

1. General Information

BC Hydro is providing the HydroHome Service to its eligible customers. The HydroHome Service will help BC Hydro customers manage their energy usage (the “Service”). Eligible customers that wish to use the Service will first need to agree to this Customer Agreement.

The Service eligibility requirements are as follows:

- The customer must be the named owner of the BC Hydro account;
- The customer’s BC Hydro account must be a residential rate category account;
- The customer must have an active MyHydro online account, with admin access to the account;
- The account has a single communicating smart meter with radio enabled;
- To receive live energy data via a HydroHome Hub, the customer’s BC Hydro smart meter must not be more than 35 feet from the Participant’s home or be underground or in a meter room.
- The customer must have an Android or iOS mobile device capable of downloading the HydroHome App (the “App”);
 - iOS 11+ (iphone 6 and above)
 - Android Version 7+
- All terms and conditions and eligibility criteria must be met before the customer can use the Service;

BC Hydro will provide eligible BC Hydro customers with a free App that links to their BC Hydro account, and which will provide the customer the ability to monitor energy usage in their home using a mobile IOS or Android internet connected device. The user interface for the Service is only provided through the App.

If a HydroHome Hub (AKA Energy Bridge or PowerLync hub) is purchased by the customer and is connected to the customer’s Service, the customer will be able to see home energy usage in real time on their mobile device through the App and will also be able to control eligible smart home devices.

If you think you are eligible and wish to sign up for the Service, additional necessary information related to the Service 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 provide its customers with the Service. Powerley also has its own agreements with users of the App as a condition of download of the App from an App Store and use of the 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. Powerley Partnership with Shopify

Powerley has an agreement with Shopify (an online retail store) which allows customers to make purchases of smart home equipment directly from Shopify through the App. BC Hydro has no involvement in those purchases/transactions made with Shopify through the App and has no visibility of payment methods or credit card details.

4. The App and Equipment

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

If the customer wishes to use a HydroHome Hub in order to receive more detailed energy usage information in real time/live through the App, a HydroHome Hub may be ordered through the App. HydroHome Hubs are not suitable for apartments and may not be suitable for townhouses or row housing if the smart meter is located in a meter room or is significantly more than 35feet away from the living space of the home. Once a HydroHub is connected to the internet, smart home devices can be controlled by the customer (with or without a connection to the smart meter).

All customers using the Service can purchase smart home devices set out [in this link](#) (the "Equipment") that can be controlled through a Hydrohome Hub using the 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 customers in respect of the Equipment.

The Equipment link above will be updated from time to time, and customers will be notified by email or through the App of any updates.

Some Service customers may be invited to participate in future offers involving testing of smart home equipment such as; a smart hub, smart switches/breakers, smart thermostats or load controllers ("Test Equipment"). With customer consent, Test Equipment may need to be installed at the customer's home. This Test Equipment will enable the customer to more accurately see where energy is used in the home.

5. How the Service works, and what happens to customer data collected by the Service

The Service is managed by Powerley. The 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 App. Information collected by the Service is stored by Powerley. BC Hydro does not have live access to your Service and cannot view your operating statistics in real time. This data collected directly from the customer by Powerley is stored on cloud servers outside of Canada and used by Powerley to allow the Service to respond to your commands and to enable you to see the status of all the Equipment you have connected to the Service. To keep the Service operating normally Powerley will be able to remotely monitor the performance of the Equipment (if applicable).The Powerley terms and

conditions govern the customer's usage of the App and collection of the customer's information by Powerley. As part of the Powerley terms and conditions, customers agree that Powerley may share their energy usage information with BC Hydro for purposes of operating and evaluating the Service.

6. Grid Peak Time Events - Time of use and grid capacity solutions

Customers may be asked to allow BC Hydro to temporarily adjust customer's electricity usage during peak energy demand times ("Grid Peak Time Events"). Some of these Grid Peak Time Events may involve BC Hydro remotely temporarily adjusting energy demand to Equipment on the customer's behalf. In all cases, participation is optional, participating customers will receive advance notice of any offers to alter energy demand and any times when BC Hydro will adjust Equipment settings. Customers can override any Grid Peak Time Events scheduled by BC Hydro, so the customer remains in control of all Equipment at all times. Any rewards provided by BC Hydro to customers for participating in Grid Peak Time Events are provided as a reward for participation in the Events and are not forgiveness of the Customer's cost of electricity.

7. Exiting the Service

The Service is expected to continue indefinitely. If a customer wishes to exit the Service, he/she can do so at any time by notifying hydrohome@bchydro.com.

All Equipment purchased and installed by the customer remains the property of the customer and can continue to function with other smart home hubs after exit from the Service. BC Hydro takes no responsibility for any Equipment purchased and installed by the customer for purposes of the Service.

If a customer does not sign into the App, or actively use the App for 18 months, the customer's App account will be closed. Customers can rejoin the Service at any time so long as the Service eligibility criteria are met, and the customer use of the Services was not previously terminated by BC Hydro.

8. HydroHome Service Terms and Conditions:

The customer wishes to participate in the Service and agrees to the following;

- a) If the customer has more than one home, the electricity usage data for the App will be taken from all eligible BC Hydro account(s) (the "Home(s)") selected by the customer.
- b) only the customer and other persons living in the Home(s) (the "Authorized Users") shall use the Service.
- c) the customer will, and will ensure that Authorized Users keep the password secure, and will 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 Service;

-
- d) the customer 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 Service.
 - e) the customer will not, and will ensure that Authorized Users do 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 Service, or remove any titles or trademarks, copyrights or restricted rights notices in the systems, software and other materials used in the Service for any purpose.
 - f) The customer 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 Service and will make all reasonable attempts to keep the internet connection operational.
 - g) The customer will allow BC Hydro access to the Home's electrical consumption data (i) for the 24-month period prior to signing up for the Service, (ii) for the duration of their active use of the Service, and (iii) for 1 year after the customer exits the Service for the purpose of administration and evaluation of the Service.
 - h) The customer agrees to participate in user customer experience surveys in relation to the Service and to receive information via email or through the Service about; energy saving tips, peak time energy conservation events, reward programs, Grid Peak Time Events, energy conservation programs, equipment testing opportunities and insights related to the Service while using the Service.
 - i) Customer may be invited to participate in Grid Peak Time Events through the Service. If the customer agrees to participate in these Events, customer agrees that BC Hydro may remotely adjust Equipment or Test Equipment temporarily during Grid Peak Time Events. Customer retains full control of the Equipment at all times and can override any adjustments made by BC Hydro during a Grid Peak Time Event or can opt-out in advance. Customers will be advised by BC Hydro of upcoming Grid Peak Time Events.
 - j) The customer agrees to allow BC Hydro, and their authorized agents to contact him/her by phone, email, text, through the Service, or by mail for the purposes of administering and evaluating the Services.
 - k) The customer agrees to notify BC Hydro if the Service fails to operate.

9. Personal Information and Customer Authorization

- a) Customer represents that he/she has obtained authorization from all his/her Authorized Users for the collection and use of the Authorized Users' personal information for purposes of the Service, and that the authorization provided by the customer in this section represents the authorization of both the Customer and the Authorized Users as may be applicable regarding the collection and disclosure of personal information as set out in this Section 9.
- b) Customer agrees to the disclosure of their personal information to BC Hydro and their authorized agents and to Powerley for the purposes of administering the Service and undertaking analysis for the purposes of delivering energy usage information and

insights back to the customer through the Service. The personal information BC Hydro and their authorized agents may access consists of: customer's contact information, energy usage information, BC Hydro account/home profile information, Service Equipment operating statistics, user interface details, and extent of participation in Grid Peak Time Events and features related to the Service. BC Hydro stores customer's personal information on BC Hydro's secured network drive that only the HydroHome team can access. Paper documents will be stored in a locked filing cabinet with limited access. Should BC Hydro publish any findings or reports related to the Service, all personal identification will be removed from any reports, and the findings shall be aggregated and anonymized.

- c) From time to time, BC Hydro may engage a Research Team to help analyse and audit program performance. Customer agrees to the disclosure of their de-identified and/or anonymized information to the Research Team for research, evaluation and audit purposes. The de-identified information provided to the Research Team may consist of: customer's energy usage information, Service Equipment operating statistics, building type information, census dissemination area and the extent of participation in Grid Peak Time Events. The Research Team will store any customer's deidentified information on a secured network drive that only the Research Team can access. If a customer or Authorized User no longer wishes to share their de-identified data with the Research Team, the customer can contact Hydrohome@bchydro.com to make those arrangements.
- d) Customer'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 customer acknowledges that any personal information collected by BC Hydro, the Equipment, the Equipment supplier, and Equipment supplier's cloud vendor in relation to the Service is collected under the authority of the Freedom of Information and Protection of Privacy Act, section 26(c) and in furtherance of BC Hydro's mandate under the Clean Energy Act, for the purpose(s) of administering, operating and evaluating the Service. Personal information, including settings and usage statistics will be stored, accessed, and processed on cloud servers located outside of Canada. 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.

10. Indemnification and Representations

The customer agrees to indemnify BC Hydro, including its management, employees, and contractors (collectively "BC Hydro Parties") from any and all damages, claims and demands whatsoever in respect of claims for personal injury, physical damage, breach of Intellectual Property rights, breach of this Agreement, indirect, consequential or economic loss, (i) related to or arising from the Service, the App, the Equipment (including installation, removal and defects), (ii) interruption of electricity as a result of Grid Peak Time Events, and (iii) any acts or omissions of Powerley and their officers and employees. BC Hydro makes no representation as to energy cost saving or other benefits arising from the customer's use of the Service, and makes no warranty representations 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 Service, or to end customer's participation in the Service at any time. The customer agrees to indemnify the BC Hydro Parties if the Authorized Users seek damages against the BC Hydro Parties for any reason connected with this Agreement, the App, the Service, the Equipment, the Grid Peak Time Events, or any acts or omissions of the BC Hydro Parties regarding the collection and use of Authorized User personal information. If a court finds this provision invalid, BC Hydro's maximum liability to the customer and/or Authorized Users in connection with this Agreement, and all claims whatsoever is limited to \$1000.

July 2023