Smart Speaker Trial CUSTOMER AGREEMENT

Smart Speaker Trial General Information

BC Hydro has launched the Smart Speaker Trial which is anticipated to run for 24 months (the “Trial”). To achieve the Trial’s objective, BC Hydro will provide qualified BC Hydro customers (each a “Participant”) with access to an energy analytics service that will analyze your home’s energy consumption information and provide you with meaningful insights and suggestions relating to your energy usage through your smart speaker (the “Service”).

The Service will answer common questions relating to your energy usage and provide tips and ideas for how you can manage your energy usage to conserve energy.

The eligibility requirements for the Trial are set out below:

1. **Eligibility criteria**
   - The Trial Participant must be the named owner of the BC hydro account, and the address in which the smart speaker operates must be the address for that BC hydro account (the Home);
   - The annual electricity usage of the Home must be least 5000 kWh per year;
   - The Participant must have a smart speaker account and a functioning smart speaker. Eligible Smart Speaker providers include
     - Amazon (echo or echo dot)
     - Google (Google Home, Google Home mini)
   - The Home must be predominantly heated by either a centrally controlled ducted heat pump or electric baseboards;
   - There must be no rental suites or tenanted suites in the Home;
   - The Home must have a fully functioning BC hydro smart meter operating on the account
   - There is a functioning 2.4ghz 802.11(x) compliant router that supports WPA2 for security at the Home that can be used to connect to the Smart Speaker;
   - 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 Ecotagious**

BC Hydro has an agreement with Ecotagious who will provide the data analytics and smart speaker integration required to operate the Service. BC Hydro will provide Ecotagious with your energy data and home characteristics; however the Ecotagious will not know your identity. The data BC Hydro provides Ecotagious is de-identified. This means you are only known to the Ecotagious by a coded participant ID number. BC Hydro does not give any data directly to your Smart Speaker provider (Amazon/Google).

Ecotagious will work with the Smart Speaker provider to securely receive the questions (asked by you) and provide the answers (derived by Ecotagious) back to your smart speaker.

Ecotagious is contracted by BC Hydro to securely store, analyze and deliver only the answers to your questions through your Smart Speaker provider.

**BC Hydro has no influence on data that is collected by your Smart Speaker provider, which is bound by the agreement between you and your Smart Speaker provider.**

3. **How the Service works, and what happens to data collected during the Trial**

When you enroll or activate the Skill with your Smart Speaker provider, a secure link is created between your smart speaker account and the de-identified energy insights account set up at Ecotagious.
When you ask your smart speaker a question relating to your energy usage, the smart speaker will request an answer to your question from the Ecotagious. To answer the question, the Ecotagious analyses the data BC Hydro supplies them. Ecotagious then returns a finished answer to the question. They do not release all your raw data to the Smart Speaker provider.

BC Hydro does not have access to the answers that are provided to your questions.

For evaluation and ongoing enhancement purposes Ecotagious will log the data requests it receives from the Smart Speaker provider. This log will be shared with BC hydro during the trial and will allow us to refine and improve the Service.

At the conclusion of the trial (within 6 months from the end of the Trial), all data supplied to Ecotagious by BC Hydro and all insights developed from this data will be deleted by Ecotagious. Should Ecotagious create any reports or publish any findings from the Trial, all personal information will be removed from any reports and the findings shall be aggregated.

6. Smart Speaker Trial Terms and Conditions:

The Participant wishes to participate in the Trial and agrees to the following:

(a) The smart speaker will be operated at the Trial Participant’s BC Hydro account home address (the “Home”).
(b) The Trial Participant is responsible for ensuring access to the smart speaker skill is only available to usual occupants within their Home.
(c) The Trial Participant will not access or use, or permit access and use of, the Skill service for the purpose of building competitive products or services by copying its features or user interface or by allowing any unauthorized 3rd party access or use of the Smart Speaker Service.
(d) The Trial Participant acknowledges and agrees that he/she is responsible for obtaining and maintaining all hardware and network connections necessary to provide internet and wifi access for the smart speaker, and make all reasonable attempts to keep the system operational;
(e) The Trial Participant will allow BC Hydro access to the Home’s electrical consumption meter data (i) for the 1 year period prior to the participation in the Trial,(ii) for the duration of the Trial, and (iii) for 1 year after the Trial for the purpose of administration, operation and evaluation of the Trial.
(f) The Trial Participant agrees to participate in user customer experience surveys in relation to the Trial and to receive information via email or other means about energy saving tips, peak time energy conservation events, conservation programs and insights related to their BC hydro account during the Trial;
(g) The Trial Participant agrees to allow BC Hydro, and their authorized agents to contact him/her by phone, email, mail or similar method for the purposes of administering, operating and evaluating the Trial;
(h) The Trial Participant agrees to notify BC Hydro if the Service fails to operate.

7. Privacy and User Consent and Authorization

(a) Trial Participant consents to the use of some their personal information by BC Hydro, for the purposes of administering, operating, enhancing and evaluating the Trial. The personal information BC Hydro may access consists of; energy usage information, BC Hydro account information. Participant’s personal information will be destroyed within 6 months 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.

(b) Trial Participant consents to the disclosure of their de-identified information to Ecotagious, for the purposes of administering, operating and evaluating the Trial. The information Ecotagious will receive consists of de-identified: energy usage information, home energy usage characteristics, building type characteristics and city. Participant’s de-identified information will be stored on the Skill Service provider’s server that only approved personnel can access. Participant’s personal information will be destroyed within 6 months after the Trial has ended. Should Ecotagious 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.

(c) Trial Participant consents to the disclosure of their de-identified information from Ecotagious to the Smart Speaker provider, for the purposes of delivering the service. The information the Smart Speaker provider will receive consists of: information derived from the data supplied to Ecotagious. This data may be stored by the Smart Speaker provider according to the end user agreement between the participant and the Smart speaker provider.
(d) Trial Participant’s personal information as described in (c) above, will be collected by the Smart Speaker provider through the usual delivery of their service, and may reside outside of Canada on a cloud server. The personal information collected by the Smart Speaker provider may be identifiable by your Smart Speaker provider. The Trial Participant should review their Smart Speaker provider’s Terms of Service, Terms of Use, End User License Agreement or Privacy Policy for more information on how they manage personal information.

(e) Trial Participant authorizes BC Hydro to collect personal information from Ecotagious at the end of the Trial for program evaluation purposes. The personal information collected includes information relating to the type and frequency of questions asked of the smart speaker related to the Service.

(f) Trial Participant consents to the use of the personal information collected by Ecotagious, or collected by BC Hydro, for the purposes of enhancing the performance of the Service.

The Trial Participant acknowledges that any personal information collected by BC Hydro, Ecotagious, the Smart Speaker provider in relation to the Trial is collected under the authority of section 26(c) of the Freedom of Information and Protection of Privacy Act in furtherance of BC Hydro’s mandate under the Clean Energy Act, for the purpose(s) of administering, operating and evaluating 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 Trial 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 Trial, and (ii) any claims arising for any reason from or in connection with the Trial and the Smart Speaker Service. BC Hydro makes no representation or warranty respecting the Smart Speaker service, 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.