



Your Touchstone Energy® Cooperative 

## United Power Smart Rewards Program Terms and Conditions

Welcome to the United Power Smart Rewards Program ("Program"). The Program was approved by the United Power Board of Directors and is designed to help balance energy supply and demand by allowing United Power to temporarily reduce the energy consumption of participating customers during peak demand times. The Program is administered through the EnergyHub Grid Services ("Administrator") platform and governed by these United Power Smart Rewards Program Terms and Conditions ("Terms and Conditions").

By enrolling in the Program, you ("Member") agree to these Terms and Conditions.

### 1. Eligibility & Enrollment Requirements

Qualifying residential and commercial United Power members will have the opportunity to earn an incentive from United Power by allowing United Power to control the use of their central air conditioning unit ("Equipment") through their qualifying smart thermostat between June 1st and September 30th when the demand for electricity is the highest ("Program Season"). Equipment does not include any type of window unit air conditioners.

#### 1.1 Eligibility

The program is open to residential and commercial members who meet the following eligibility requirements:

- Reside within the service area of United Power.
- Member must be the party that is responsible for the electric bill and either own the home/commercial space or otherwise be able to secure permission from the homeowner to enroll in the Program.
- Live in a single-family home, multifamily, or operate a business in a commercial space,
- Have a confirmed connection and maintain continuous connection to the residence's Wi-Fi internet controlling the smart thermostat(s) or other DER installed in the member's home or business.
- Maintain a residential or commercial electric service account, in good standing, with United Power.
- Have an installed, operable, and compatible Smart Thermostat controlling Equipment, at the enrolled service address.
- Maintain Equipment as the primary cooling (or heating) control system(s) at the enrolled service address.

#### 1.2 Enrollment

By enrolling, Member agrees to participate in all Program events and to comply with these Terms and Conditions. United Power reserves the right to deny enrollment for any reason, at its sole discretion.

## 2. Incentives & Payments

Enrolled Member may be eligible to receive incentives based on participation in demand response events. The amount and structure of incentives may vary and are subject to change at any time. United Power reserves the right to withhold or adjust incentives if Member does not meet participation or eligibility requirements or fails to meet energy reduction targets listed in Section 3.

- Participation incentives will be issued based on Member participation for each Program Season.
- Payments/incentives will be issued to the account holder on record with United Power.

## 3. Participation Requirements

A demand response event ("Event") is a period when United Power requests reduced energy consumption from participating members to balance grid demand. Program events may take place during the Program Season, between 4:00pm and 8:00pm. United Power may initiate a maximum of three events per calendar week (one per day). United Power and/or Administrator will notify Member of upcoming Events through email or through Member's Smart Thermostat mobile application. Member must maintain the equipment and connectivity necessary to participate in the Program, including but not limited to smart thermostats. Member's failure to participate in more than 50% of Events may result in removal from the Program (Google Nest devices don't have to meet this participation requirement).

Member may opt out of any Event by adjusting their temperature setting on the smart thermostat or on its mobile application. Opting out of a single event will not opt Member out of the Program, and the smart thermostat will be called on to participate in the next Event.

Participation is not recommended for individuals with physical or health issues, medical conditions, or other sensitivities related to temperature or humidity, or who have equipment in their home that may be adversely affected by such temperature changes, humidity, or other conditions in the home controlled by their smart thermostat.

The participating smart thermostat(s) must remain connected to Wi-Fi and activated with the thermostat manufacturer for Member to remain enrolled in the Program. If disconnection occurs or the smart thermostat(s) become inactive with the manufacturer, United Power reserves the right to remove the smart thermostat(s) from the Program. United Power or Administrator may attempt to notify Member when disconnection has been identified.

Program participation will continue until:

- Member discontinues electric supply service with United Power.
- Member changes accounts (it is the responsibility of Member to re-enroll in the Program at the new service address to continue participation).
- Member requests to withdraw from the Program.
- Member's participation is deactivated because of an unresolved lapse in connectivity as detailed in the above paragraph.

#### **4. Termination & Withdrawal**

Member may withdraw from the Program at any time by contacting United Power's Member Services at 303-637-1300 or <https://www.unitedpower.com/contact>. Withdrawal may result in the forfeiture of any unpaid enrollment or participation incentives. United Power reserves the right to remove any member from the Program at its sole discretion, for any reason, including but not limited to:

- Failure to comply with participation requirements or Program guidelines.
- Repeated failure to respond to Events.
- Violation of Program rules.
- Changes in eligibility status or equipment capability.
- Any other reason deemed necessary by United Power to maintain the integrity and effectiveness of the Program.

Members removed from the Program for any reason may not be eligible for re-enrollment and may forfeit any accrued incentives.

#### **5. Privacy and Data Use**

By participating in the Program, Member consents to the collection, use, and sharing of enrollment data, energy consumption and participation data by United Power, Administrator, and United Power's suppliers and consultants. Data collected will be used solely for Program administration, verification of eligibility, incentive calculation, and performance analysis.

#### **6. Limitation of Liability**

United Power and Administrator will not be liable for any direct, indirect, incidental, or consequential damages resulting from participation in or termination from the Program, including any damages arising from energy-saving actions taken by Member during Events.

Participation in the Program does not guarantee any specific level of savings on energy bills.

MEMBER ASSUMES ALL RISK OF PARTICIPATION IN THE PROGRAM. IN NO EVENT SHALL UNITED POWER NOR ANY OF ITS PROGRAM IMPLEMENTATION CONTRACTORS OR SUBCONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO ANY PERSONS OR PROPERTY RESULTING FROM OR ARISING OUT OF ANY USE, REPAIR, DELAY IN REPAIRING, REPLACEMENT OF, MODIFICATION TO, UNAVAILABILITY OF, OR STATUS OF THE DEVICE SYSTEM. UNITED POWER NOR ANY OF ITS PROGRAM IMPLEMENTATION CONTRACTORS OR SUBCONTRACTORS SHALL BE RESPONSIBLE FOR ANY COSTS RELATED TO THE REPAIR, MAINTENANCE OR REPLACEMENT OF MEMBER'S EQUIPMENT OR SYSTEM.

#### **7. Indemnification**

MEMBER AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS UNITED POWER ITS PROGRAM IMPLEMENTATION CONTRACTORS AND SUBCONTRACTORS FOR ANY LIABILITY, CLAIM, DEMAND, CAUSE OF ACTION, INJURY, EXPENSE, OR DAMAGE TO ANY PERSONS OR PROPERTY ARISING FROM THEIR ACCESS AND USE OF MEMBER'S SMART THERMOSTAT DEVICE OR SYSTEM, OR CAUSED BY ANY BREACH OF THESE TERMS AND CONDITIONS BY MEMBER, MEMBER'S NEGLIGENCE OR THAT OF MEMBER'S HOUSEHOLD, AGENTS, SERVANTS, EMPLOYEES, TENANTS, LICENSEES, INVITEES, TENANT'S INVITEES, OR INDEPENDENT CONTRACTORS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MEMBER AGREES TO HOLD UNITED POWER

AND ITS PROGRAM IMPLEMENTATION CONTRACTORS AND SUBCONTRACTORS HARMLESS FOR ANY INJURY OR DAMAGE CAUSED OR CLAIMED TO BE CAUSED BY PARTICIPATION IN THE PROGRAM FOR: (1) DEATH OR PERSONAL INJURY ARISING AS A RESULT OF UNITED POWER'S NEGLIGENCE OR BREACH OF CONTRACT; OR (2) UNITED POWER'S FRAUDULENT MISREPRESENTATION OR DELIBERATE BREACH OF CONTRACT. UNITED POWER HAS NO LIABILITY TO ANY PARTICIPANT FOR ANY LOSS, DAMAGE, COSTS OR EXPENSE INCURRED AS A RESULT OF OR IN CONNECTION WITH MEMBER'S PARTICIPATION IN THE PROGRAM.

#### **8. Modifications to the Program**

United Power reserves the right to modify, suspend, or terminate the Program, including these Terms and Conditions, at any time without prior notice.

Members will be notified of any significant changes to the Program.

#### **9. Communication**

Member consents to receive communications from United Power and/or Administrator relating to the Program in electronic form or through SMS.

#### **10. Other Requirements**

Program procedures, requirements, and incentive amounts are subject to change or cancellation without notice and are subject to available Program funds and regulatory approval.

By participating in this Program, Member agrees to the Program Administrator's EULA and Privacy Policy, available at <https://connectedsavings.com/eula> and <https://connectedsavings.com/privacy-overview/privacy-policy/> (respectively). Member agrees that Administrator has the right to make changes to such EULA and such Privacy Policy without requiring notice or Member's consent.

#### **Agreement to Terms**

By enrolling in the Program, Member agrees to these Terms and Conditions, as may be updated from time to time without notice to Member. Member's continued participation in the Program constitutes Member's acceptance of any updates to these Terms and Conditions.