

PEAK SAVER PILOT TERMS AND CONDITIONS

Background

- A. The participant set forth on the application (the “**Participant**”) is the occupant of a residential property at the address specified in the application (the “**Property**”).
- B. The Participant uses the device(s) confirmed in the application by the Participant at the Property (the “**Devices**”).
- C. FortisBC Inc. (“**FortisBC**”) is carrying out a peak saver demand response pilot program (the “**Program**”) which investigates the management of key residential electric end-uses to reduce demand for power during key events commencing on December 1, 2021 and terminating on March 31, 2023 or upon the earlier termination of the Program in FortisBC’s sole discretion (the “**Pilot Period**”).
- D. The Participant has expressed their interest in participating in the Program and has agreed to participate in demand response events (each an “**Event**”).
- E. The Participant has agreed to connect the Devices to the to the Virtual Peaker Inc. demand response management system (the “**System**”).
- F. Subject to the terms and conditions herein, FortisBC is offering eligible Participants a participation incentive in an amount of \$50.00 per Device connected to the System (the “**Participation Incentive**”) and a post-participation incentive in an amount of \$50.00 per Device connected to the System (the “**Post-Participation Incentive**”) (the Participation Incentive and the Post-Participation Incentive collectively, the “**Incentive**”).
- G. These terms and conditions govern the Program (the “**Terms and Conditions**”).

1. PARTICIPANT DECLARATION

- 1.1 I, the Participant, acknowledge and agree that:
 - (a) The information contained in the Program application and otherwise provided to FortisBC by me, is true and correct. I will notify FortisBC immediately of any changes.
 - (b) I have read, understand, accept and agree to the Terms and Conditions of the Program.
 - (c) I meet the eligibility requirements of the Program as described in the Terms and Conditions. I will provide proof of eligibility as and when required by FortisBC.
 - (d) I am the owner of the Property or long-term lease-holder of the Property.
 - (e) If I am the long-term lease holder of the Property, I have the owner’s permission to proceed with this application and the implementation of Equipment Controller (as defined in the Terms and Conditions) to the Property as contemplated by the Program.
 - (f) I am not aware of any restriction or issue that would prohibit or impair the installation or operation of the Equipment Controller (as defined in as defined in the Terms and Conditions) at the Property (if applicable).
 - (g) I understand my participation in the Program is subject to FortisBC’s approval, at FortisBC’s sole discretion.
 - (h) FortisBC may contact me, via email and/or phone, to administer, verify compliance with, and evaluate the Program, including, but not limited to providing information regarding events and Program details and conducting surveys.
 - (i) I agree to collect and share information with FortisBC as authorized in the Terms and Conditions.

2. ELIGIBILITY CRITERIA

- 2.1 To be eligible to participate in the Program, the Participant must at all times:
- (a) be of a legal age of at least 18 years old as of the time of submission of the application;
 - (b) be the current lawful occupant of the residential Property located in FortisBC's electric service territories, or the territories of Nelson, Penticton, Summerland and Grand Forks and served by electricity by FortisBC or the named municipality, as the case may be;
 - (c) occupy the Property as their principal residence on a year-round basis. The residential property must be a detached house (including house with secondary suite), attached house (including semi-detached house, duplex or triplex, townhouse, row house, attached house with secondary suite) or laneway home and must not be a multi-unit residential building (e.g. strata, condo or private ownership apartment building);
 - (d) maintain an active residential electricity account with FortisBC with respect to the Property;
 - (e) have a functioning internet connection at the Property;
 - (f) connect at least one Device to the System within one month of the Participant's acceptance into the Program; and
 - (g) meet the equipment eligibility requirements listed at fortisbc.virtualpeaker.io.
- 2.2 The Participant represents that the Participant does not intend to move from the Property in the next year. If the Participant intends to sell, rent or vacate the Property, the Participant agrees to provide sixty (60) days' written notice to FortisBC.
- 2.3 By applying for the Program, the Participant acknowledges the Program eligibility criteria and warrants that the Participant fully qualifies. The Participant warrants that all the information contained in the application and any information attached thereto is true and correct.
- 2.4 FortisBC reserves the right to, at any time, verify the accuracy and completeness of any and all information provided by the Participant, and the Participant must cooperate with this verification process. The Participant must notify the FortisBC if any information provided as part of this application changes at any time after the submission of the application.

3. INSTALLATION, OPERATION AND ACCESS

- 3.1 The Participant acknowledges that in order to participate in the Program, FortisBC requires an equipment controller to be attached to the Devices (with the exception of connected thermostats and electric vehicle chargers) (the "**Equipment Controller**") and the Participant consents to the installation and operation of the Equipment Controller on the Devices and grants FortisBC, its program partners and their respective employees, contractors, subcontractors, agents and other representatives (collectively, the "**Representatives**") access to the Property:
- (a) for the purposes of the Program, including to install, commission, monitor and verify the installation and operation of the Equipment Controller(s);
 - (b) throughout the Pilot Period, with prior notice to the Participant and during regular business hours, to troubleshoot, replace, repair, adjust, inspect, maintain or improve the Equipment Controller(s); and
 - (c) at the end of the Pilot Period or termination of the Program, to remove the Equipment Controller(s).
- 3.2 The Participant is responsible for providing, at no cost to FortisBC:
- (a) electricity to power the Equipment Controller(s); and
 - (b) wifi/internet access to monitor and operate the Equipment Controller(s).

4. OWNERSHIP, USE AND OPERATION

- 4.1 Notwithstanding any rule of law or equity to the contrary, the Participant acknowledges and agrees that the Equipment Controller is and shall remain the property of FortisBC.
- 4.2 The Participant is responsible for all costs and expenses incurred by FortisBC or its contractors to repair any damage to the Equipment Controller whatsoever, including but not limited to, damage resulting from:
- (a) any failure by the Participant to maintain or secure the Property or area where the Equipment Controller is located or attached;
 - (b) the careless or wilful damage to the Equipment Controller by the Participant, individuals using or occupying the Property or other persons for whom at law Participant is responsible; and
 - (c) damage caused to the Equipment Controller as a result of the negligent act(s) or omission(s) of the Participant, individuals using or occupying the Property or other persons for whom at law the Participant is responsible.
- 4.3 The Equipment Controller will be removed by FortisBC or its Representatives from the Property at the end of the Pilot Period or termination of the Program in FortisBC's sole discretion, unless otherwise agreed upon by FortisBC and the Participant.
- 4.4 During the Pilot Period, the Participant will:
- (a) not alter, adjust or remove the Equipment Controller without the prior approval of FortisBC or its Representatives;
 - (b) not make any additions, repairs or adjustments to equipment and/or appliances to which the Equipment Controller is connected, without prior notice to FortisBC or its Representatives, and will continue normal operation of such equipment and/or appliances;
 - (c) comply with all applicable laws in relation to the Program and obligations herein;
 - (d) operate and maintain the Devices, including any necessary repairs and/or maintenance;
 - (e) follow the instructions or requirements of FortisBC and its Representatives;
 - (f) respond to communications from FortisBC in a timely manner and, in any event, within 48 hours; and
 - (g) immediately notify FortisBC of any:
 - (i) defect, malfunction or other problem with the Equipment Controller;
 - (ii) change in use of the Property or material change to occupancy; and/or
 - (iii) damage to the Property which may affect the operation or evaluation of the existing equipment and Devices.
- 4.5 During the Pilot Program and for a reasonable period thereafter, the Participant will respond to surveys and other FortisBC requests for information in connection with the Program.

5. PAYMENT OF INCENTIVE

- 5.1 Subject to the Terms and Conditions, FortisBC will pay the Incentive to the Participant as follows:
- (a) The Incentive is comprised of the Participation Incentive and the Post-Participation Incentive. Each Participant is eligible to receive one Participation Incentive per Device connected to the System and one Post-Participation Incentive per Device connected to the System for the duration of the Pilot Period.
 - (b) FortisBC will pay the Participation Incentive within 90 days following the connection of the Participant's Device to the System, unless the application is selected for verification, which may result in additional processing time.

- (c) Following the termination of the Pilot Period, FortisBC will pay the Post-Participation Incentive within 90 days following completion of all of the following: (i) the Participant has participated in at least one Event; (ii) the removal of the Equipment Controller by FortisBC (if required); and (iii) the completion by the Participant of all surveys required by FortisBC. Additional processing time may be required if the application is selected for verification.
- 5.2 The Incentive will be paid by cheque issued to the Participant as identified on the application and corresponding to the FortisBC account number and mailed by regular mail. Payment will be deemed to have been made on the date of mailing of the cheque representing the Participation Incentive and the Post-Participation Incentive, as applicable.
- 5.3 The Incentive cannot be assigned or transferred.
- 5.4 FortisBC is not responsible for tax liability attributable to the Incentive.
- 5.5 This Program is independent of other rebates or incentives by FortisBC and/or other utilities, manufacturers, or government incentive programs or grants.

6. COLLECTION, USE AND DISCLOSURE OF INFORMATION

- 6.1 The Participant acknowledges, consents and agrees FortisBC may:
 - (a) contact the Participant to obtain information, administer, verify compliance with, and evaluate the Program;
 - (b) collect and use information (including personal information as defined in the *Personal Information Protection Act*), whether: (i) provided by the Participant; (ii) obtained during site visits (including photographs) (iii) contained in, or forming part of, any documents submitted as part of the Program; or (iv) obtained or generated by FortisBC or its Representatives as part of the Participant's participation in the Program, including data generated by the Equipment Controller; and disclose the information to employees, affiliates, contractors, representatives, agents and funding and program partners, to verify eligibility, process, manage, administer, audit, evaluate and report on the Program and the Incentive, to monitor and assess compliance with the Terms and Conditions and to develop other demand side management programs; and
 - (c) retrieve billing and energy consumption data from FortisBC's account database for any period prior to and during the Pilot Period to evaluate energy usage and determine energy savings attributable to the Program, and to collect, use and disclose such data pursuant to (b) above.

FortisBC collects, uses and discloses personal information in accordance with the *Personal Information Protection Act* and its Privacy Policy (see fortisbc.com/privacy).

- 6.2 This section will survive the termination of the Program.

7. LIMITATION OF LIABILITY AND INDEMNITY

- 7.1 The Participant acknowledges and agrees that:
 - (a) The Participant will make arrangements with Virtual Peaker Inc. for the installation of the Equipment Controller, and FortisBC, not being the designer, manufacturer, supplier, owner or installer of the Equipment Controller, makes no representation or warranty whatsoever as to the safety or fitness of, the necessity for, the quality of workmanship of, or the energy efficiency/savings of the Equipment Controller or any potential savings therefrom or skill of any contractor;

- (b) FortisBC does not assume any liability for any damages, claims, losses or expenses incurred by the Participant with respect to the installation, operation and maintenance of the Equipment Controller;
 - (c) FortisBC does not assume any liability with respect to any damages, claims, losses or expenses incurred by the Participant with respect to the Program; and
 - (d) FortisBC is not responsible for any costs incurred by the Participant for its participation in the Program, or any costs attributable to the Equipment Controller.
- 7.2 The Participant does hereby indemnify and save harmless FortisBC and their affiliates, and their respective directors, officers, agents, contractors, subcontractors, and employees, from all liability, damages, claims, demands, expenses and costs for claims, costs for injury or death of any person (including from any infectious disease outbreaks), damage to or destruction of property, and all economic loss suffered by any person (collectively, "**Losses**") arising from or occurring by reason of the Participant's participation in the Program and/or the implementation of any Program recommendations.
- 7.3 The Participant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, FortisBC, their affiliates or any of their respective officers, directors, employees, agents, contractors or representatives for and against all Losses arising from the Participant's participation in the Program, including the installation and/or use of the Equipment Controller.
- 7.4 This section will survive the termination of the Program.

8. ADDITIONAL TERMS

- 8.1 The Participant acknowledges that taking part in this Program may impact the Participant's usage of electricity.
- 8.2 FortisBC reserves the right to refuse applications which it determines, in its sole discretion, are incomplete, inaccurate or otherwise do not meet Program requirements.
- 8.3 FortisBC may without penalty or obligation, in its sole discretion, at any time and for any reason, modify any terms or conditions or any of its requirements for Program eligibility, and modify or terminate the Program without notice. Dates are subject to change.
- 8.4 FortisBC is not responsible for lost, delayed, misdirected, damaged, illegible or incomplete applications.
- 8.5 Nothing herein shall be deemed or construed to create a joint venture, partnership, employment or agency relationship between the FortisBC and the Participant for any purpose.
- 8.6 The Terms and Conditions shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties agree to attorn to the jurisdiction of the courts of British Columbia.

FortisBC Inc. does business as FortisBC. The company is an indirect, wholly owned subsidiary of Fortis Inc. FortisBC uses the FortisBC name and logo under license from Fortis Inc.