

Electric Heat Pump Program

Terms and conditions

1. Installation, operation and access to property

- 1.1 The Participant consents to the installation and operation of the FortisBC monitoring equipment, as applicable (the **"Monitoring Equipment"**) within the Property, and grants FortisBC, its program partners, and their employees, contractors, agents, and other representatives (collectively, **"Representatives"**) access to Property:
- (a) for the purposes of the Pilot Program, including to install, commission and monitor the Monitoring Equipment; and
 - (b) throughout the Pilot Program Term, during regular business hours to:
 - (i) monitor and evaluate the performance of the Electric Heat Pump System;
 - (ii) troubleshoot, replace, repair, adjust, inspect, maintain, or improve the Monitoring Equipment, and
 - (iii) collect Data (as defined below);
 - (c) at the end of the Pilot Program Term:
 - (i) remove the Monitoring Equipment by FortisBC, as applicable.
- 1.2 The Participant is responsible for providing, at the Participant's sole cost:
- (a) electricity to power the Monitoring Equipment.

2. Ownership, use and operation

- 2.1 The Monitoring Equipment is and shall remain the Property of FortisBC.
- 2.2 The Participant is responsible for any damage to the Monitoring Equipment caused by the Participant, occupants of the Property, or other persons for whom at law Participant is responsible, and for any failure by the Participant to maintain the Property or secure the area where the Monitoring Equipment is located.
- 2.3 The Monitoring Equipment will be removed from the Property at the end of the Pilot Program Term by FortisBC.
- 2.4 During the Pilot Program Term, the Participant will:
- (a) not alter, adjust or remove the Electric Heat Pump System or the Monitoring Equipment without the prior approval of FortisBC;
 - (b) not make any additions, repairs, or adjustments to the Electric Heat Pump System and/or Monitoring Equipment without prior notice to FortisBC, and will continue normal operation of such equipment and/or appliances;
 - (c) comply with all applicable laws in relation to the Pilot Program and its obligations herein;
 - (d) follow the instructions or requirements of FortisBC and their Representatives;
 - (e) respond to communications from FortisBC in a timely manner and, in any event, within 48 hours; and
 - (f) immediately notify FortisBC of any:
 - (i) defect, malfunction, or other problem with the Electric Heat Pump System or the Monitoring Equipment;
 - (ii) change in use of the Property or material change to occupancy; or
 - (iii) damage to the Property, which may affect the operation of the Electric Heat Pump System or the Monitoring Equipment.
- 2.5 If the Participant breaches any of the provisions of section 2.4 or any other term of participation in the Pilot Program, the Participant will not be eligible to receive an Incentive and will be removed from the Pilot Program. Any breach of the terms of participation in the Pilot Program will be determined by FortisBC in its sole discretion.
- 2.6 During the Pilot Program Term, the Participant will respond to surveys and other FortisBC requests for information in connection with the Pilot Program but not after the Pilot Program Term.

3. Collection, use and disclosure of information

- 3.1 The Participant acknowledges, consents and agrees FortisBC may:
- (a) contact the Participant to obtain information, administer, verify compliance with, and evaluate the Pilot Program;
 - (b) collect and use information (including personal information as defined in the *Personal Information Protection Act*), whether: (i) provided by the Participant or its contractors, agents, or Representatives; (ii) obtained during site visits (including photographs) (iii) contained in, or forming part of, any documents submitted as part of the Pilot Program; or (iv) obtained or generated by FortisBC as part of the Participant's participation in the Pilot Program, including data generated by the Electric Heat Pump System and the Monitoring Equipment; 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 Pilot Program, to monitor and assess compliance with these terms and conditions and to develop other energy conservation programs;
 - (c) retrieve the Participant's billing and energy consumption data – from the Participant's electrical consumption account database from third-party utility service providers or FortisBC's account database and for up to three years prior to and during the Pilot Program Term to evaluate the Electric Heat Pump System and determine energy savings attributable to the Pilot Program, and to collect, use and disclose such data pursuant to (b) above; and
 - (d) use the collected information on an anonymized basis to create and publish case studies and to promote the Electric Heat Pump System and the Pilot Program, and other FortisBC programs at open houses, trade shows, and other public venues.

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

- 3.2 This Section 3 will survive termination of the Pilot Program.

4. Limitation of liability and indemnity

- 4.1 The Participant acknowledges and agrees that:
- (a) FortisBC, not being the designer, manufacturer, supplier, owner or installer of the Electric Heat Pump System or the Monitoring Equipment, makes no representation or warranty whatsoever regarding the Electric Heat Pump System and the Monitoring Equipment or its installation, including but not limited to, implied warranties or conditions of merchantability, merchantable quality, efficiency, durability, fitness for a particular purpose, title, and non-infringement.
 - (b) FortisBC does not assume any liability for any damages, claims, losses, or expenses incurred by the Participant with respect to the Pilot Program, the Electric Heat Pump System or the Monitoring Equipment.
 - (c) FortisBC is not responsible for any costs incurred by the Participant for its participation in the Pilot Program or any costs attributable to the Monitoring Equipment.
- 4.2 The Participant shall indemnify and save harmless FortisBC and its Representatives from and against all claims, actions, suits, proceedings, losses, judgments, damages and liabilities, costs, and expenses, including reasonable attorney's fees, for any breach of these terms and conditions, for the death of or injury to any person, and for any loss of or damage to or destruction of any Property whatsoever and irrespective of the legal basis of such claim or action including negligence, breach of contract, contribution, indemnification or breach of any statutory or other duty of care.
- 4.3 This Section 4 will survive termination of the Pilot Program Term.

5. Advertising, promotion and confidentiality

- 5.1 The Participant hereby consents to FortisBC identifying the Participant's involvement in the Pilot Program and to use photographs of the Property and the Electric Heat Pump System, as installed, in FortisBC's promotional materials, including internal and external communications.
- 5.2 The Participant will not issue any communications with respect to the Participant's involvement in the Pilot Program without FortisBC's prior written consent.
- 5.3 All information or documentation received by the Participant, FortisBC or its Representatives pertaining to or arising from the Pilot Program shall be deemed to be confidential and proprietary to FortisBC. Except as otherwise provided herein, the Participant shall not directly or indirectly disclose any such confidential information or documentation to any third-party without the prior written consent of FortisBC.

6. Additional terms

- 6.1 FortisBC reserves the right to refuse applications, which it determines in its sole discretion, do not meet the Pilot Program requirements.
- 6.2 FortisBC may modify or terminate the Pilot Program at any time and for any reason. Dates are subject to change.
- 6.3 Nothing herein shall be deemed or construed to constitute FortisBC assuming any ownership or interest in the Electric Heat Pump System or to create a joint venture, partnership, employment, or agency relationship between FortisBC or the Participant for any purpose.
- 6.4 Any Participant may terminate their participation in the Pilot Program for any reason by giving thirty (30) days advance written notice to FortisBC. If a Participant terminates pursuant to this section 6.4, FortisBC will not pay the Incentive that are subject to the completion of the Deliverables.

7. Payment of incentive

- 7.1 Provided the Participant has complied with its obligations, including but not limited to completion of the Deliverables, FortisBC will pay the incentive to the Participant by cheque addressed to the Participant upon completion of the Deliverables as applicable and as verified by FortisBC to its satisfaction.
- 7.2 FortisBC will not transfer or assign Incentive payments to anyone other than the Participant.
- 7.3 FortisBC is not responsible for tax liability attributable to the Incentive.
- 7.4 FortisBC will pay the Incentive, as applicable to the Participant as to the satisfaction of the FortisBC in its sole discretion within ninety (90) days of providing the Deliverables.

8. General

- 8.1 Governing law. The Pilot Program shall be governed by and construed in accordance with the exclusive laws of the Province of British Columbia and the laws of Canada. The Participants and FortisBC and its Representatives hereby attorn to the exclusive jurisdiction of the courts of British Columbia.
- 8.2 Survival. All rights and obligations of the Participants and FortisBC and its Representatives which accrued prior to the termination of this Pilot Program, or which by their very nature are continuing, will survive termination of this Pilot Program, including sections 4 (Limitation of liability and indemnity) and sections 5 (Advertising, Promotion and Confidentiality).