



## **Peak-Time Payback Program Terms & Conditions**

Welcome to the Peak-Time Payback Program, offered by the Guadalupe Valley Electric Cooperative, Inc. (“GVEC”).

The Peak-Time Payback Program allows you to take advantage of a program that GVEC, including their third-party contractors or agents (any and all of those entities collectively referred to here as “GVEC”) offers for adjusting your energy consumption during critical hours to reduce strain on the power grid and save money on Generation & Transmission costs defined by these peak times. Under the program, GVEC has the ability to schedule a Peak-Time Payback event through its third-party vendor, IPKeys Power Partners (hereby referred to as “IPKeys”), prompting your eligible smart thermostat (hereby referred to as your “Thermostat”) to automatically change the temperature setpoint in your home on that day, without any manual intervention by you. You may override this temperature setpoint simply by turning your thermostat to a different temperature or by using the mobile or web application you regularly use with your Thermostat.

As a Thermostat owner, you are eligible to participate in the Peak-Time Payback Program if you:

- are a valid GVEC member with an active electric account in good standing
- have central air conditioning that is controlled by an eligible programable thermostat
- have an active Nest\* or Ecobee account linked to each eligible thermostat
- have Wi-Fi service

GVEC will give the member a one-time \$85 bill credit for signing up and another \$30 bill credit each year when enrolled before September 30 of that year. Members can receive Peak-Time Payback credits for up to two qualifying thermostats at a single location. All eligible Thermostats installed at your GVEC service address will need to be enrolled into the Peak-Time Payback Program separately to receive any applicable credits.

GVEC has contracted with IPKeys to manage its Peak-Time Payback Program. By enrolling in the Peak-Time Payback Program, you are accepting GVEC’s terms and conditions as well as allowing IPKeys to automatically change the thermostat temperature setpoint in your home on an event day, without any manual intervention by you. If GVEC changes their terms and conditions under the Peak-Time Payback Program, you may need to accept the new terms.

Enrollment in the Peak-Time Payback Program will depend on GVEC approving your request for enrollment. You understand that your enrollment request may be declined, or your enrollment terminated, if you do not satisfy eligibility requirements, if the information you submit upon enrollment is not accurate, or for any other reason. Your request for enrollment is voluntary and optional, and you are not required to be enrolled in the GVEC Peak-Time Payback Program to use your eligible Thermostat.



By enrolling in the Peak-Time Payback Program, you agree that GVEC can share information related to your Thermostat as needed to enable, manage your participation in, provide support for, and improve the Peak-Time Payback Program.

You release and hold harmless GVEC from any liability, claim, demand, cause of action, damage or expense resulting from your participation in the Peak-Time Payback Program. These terms and conditions become effective when you submit your enrollment request and will continue until your participation is terminated either by yourself or GVEC, whichever occurs first.

You may cancel your participation in the Peak-Time Payback Program by calling GVEC at 800.223.4832.

*\*For Nest devices, The Peak-Time Payback Program ("Program") is administered by a third party administrator ("authorized contractor"). As at the date first set out above, the Program Administrator is Ademco Inc., a subsidiary of Resideo Technologies, Inc., a Delaware corporation, having a place of business at 1985 Douglas Drive, Golden Valley, MN 55422 (d/b/a "Resideo Energy Management"). By agreeing to these Program Terms & Conditions, you are also agreeing to Program Administrator's EULA and Privacy Policy, available at <https://www.connectedsavings.com/eula> and <https://www.connectedsavings.com/privacy-policy/> (respectively) or such other location as notified by the Program Administrator on its website. Participant agrees that Program Administrator has the right to make changes to such EULA and such Privacy Policy from time to time without requiring notice or the Participant's consent. As between Participant and Program Administrator, such EULA and Privacy Policy apply to all matters arising out of or in connection with the Program (including, for the avoidance of doubt, as regards limitations and exclusions of liability as well as data usage rights, retention and consents) and in the event of a conflict or inconsistency between these Terms & Conditions and such EULA and/or Privacy Policy, as between the Participant and the Program Administrator such EULA and/or Privacy Policy shall control to the extent required to resolve such conflict or inconsistency. You further understand and agree that as part of your participation in the Peak-Time Payback Program, Resideo will send and receive information about you (for example the information collected above), your thermostat (such as your thermostat runtime and enrollment status) and your energy usage (such as energy consumption information) to/from other companies that are involved in the operation of the Peak-Time Payback Program such as your utility company, Peak-Time Payback Program enrollment verification providers and other energy market participants and administrators. These other companies act independently from Resideo and use the information they receive from Resideo as set out in their respective privacy policies.*