

## Privacy Notice

Personal information collected by the IESO in connection with the Save on Energy Peak Perks Program is collected under the authority of the Electricity Act, 1998 and the Ontario Energy Board Act, 1998 (as amended) and will be used to administer the Program, confirm your eligibility to participate in the Program, communicate with you, evaluate the impact of the Program and develop and implement other energy efficiency and conservation and demand management programs in Ontario. In addition, under the same legal authority we will collect limited personal information about your thermostat and your participation in the Program from your smart thermostat vendor. This information will be used for the same purposes. Additional information is provided below in the Participant Terms and Conditions. Questions about these collections should be directed to the IESO's Privacy Officer, 120 Adelaide Street West, Suite 1600, Toronto, ON M5H 1T1, 416-969-6277, [privacy@ieso.ca](mailto:privacy@ieso.ca).

## SAVE ON ENERGY PEAK PERKS PROGRAM

### PARTICIPANT TERMS AND CONDITIONS

**Welcome to the Save on Energy Peak Perks Program (the "Program").** By becoming a Participant of the Program, you may help reduce demand on the electricity grid. By participating in the Program, you may be eligible to receive the Participant Incentive described below, subject to these Participant Terms and Conditions (the "**Terms**"). To become a Participant in the Program, you must agree to these Terms, submit an application to enroll in the Program, and have such application accepted by the Independent Electricity System Operator (the "**IESO**"). In addition, you must have an installed and operational Eligible Smart Thermostat.

**About the Program.** The Program is a voluntary bring your own smart thermostat program in which Residential consumers in Ontario can enroll using their own smart thermostats. The Program is designed to leverage existing installed smart thermostats as a resource that can be activated quickly to provide load relief to the electricity system.

The Program is offered in the Province of Ontario by the IESO and administered and delivered by its Service Provider(s) under the 2021-2024 Conservation and Demand Management Framework established by the directive issued to the IESO by the Minister of Energy dated September 30, 2020 (as amended by a further directive issued to the IESO dated October 4, 2022) to design, coordinate, deliver and/or fund the delivery of certain electricity conservation and demand management programs under the Save on Energy brand.

The Program provides a Participant with financial incentives (defined below as "**Participant Incentives**") for agreeing to enable temporary reductions of the electricity consumed by their air conditioner through remote activations of the Participant's existing smart thermostat during a Demand Response Availability Window, to help deliver peak demand reductions to Ontario's electricity grid. The aggregate number of hours in a calendar year during which a Participant's air conditioner will be remotely activated in connection with the Program to reduce electricity consumption will not exceed eighty (80) hours.

Through the Program, a Participant authorizes its Smart Thermostat Vendor to control the Participant's Eligible Smart Thermostat during a Demand Response Event. Any adjustments to a Participant's Eligible Smart Thermostat, and any related collection of data by the Smart Thermostat

Vendor, are subject to the terms and conditions and privacy policy of the Smart Thermostat Vendor that governs a Participant's purchase or use of the applicable Eligible Smart Thermostat and the authorizations that a Participant grants to the Smart Thermostat Vendor pursuant to these Terms. The IESO accepts no responsibility for and disclaims any liability for any act or omission of the Smart Thermostat Vendor(s).

During a Demand Response Event, the Participant's Smart Thermostat Vendor may signal the Participant's Eligible Smart Thermostat to change its mode of operation, setpoint or other settings, as applicable. A Demand Response Event may be preceded by a "pre-cool" period, wherein the then-current or scheduled target temperature setpoint is temporarily changed to prepare for the subsequent adjustment. A Participant may opt out of a current or future Demand Response Event at any time by directly adjusting the Eligible Smart Thermostat.

1. **Binding Agreement.** By applying to participate in the Program, you (also referred to as "**Participant**") agree to comply with and be bound by these Terms, even if your application is not accepted by the IESO. If your application is accepted by the IESO, you will receive a written notice of such acceptance from the Service Provider on behalf of the IESO. In the event your application is not accepted, you will be notified of such rejection by the Service Provider and your Eligible Smart Thermostat will not be remotely activated in connection with the Program. Failure to comply with these Terms may result in your unenrollment from the Program and forfeiture of any Participant Incentive. The decisions of the IESO regarding your eligibility to participate in the Program are final and binding in all respects. The IESO reserves the right in its sole discretion to unenroll any Participant for, among other things: (1) tampering or attempting to tamper with the operation of the Program; or (2) violating these Terms or the terms of your customer agreement with the Smart Thermostat Vendor. **Any false information provided within the context of the Program by you is a violation of these Terms and may result in your immediate unenrollment from the Program and forfeiture of any Participant Incentive.**
2. **Program Period.** The Program commences on [INSERT DATE] and expires on December 31, 2024 (the "**Program Period**"). The Program may be extended beyond December 31, 2024.
3. **Definitions.** In the context of these Terms,
  - (a) "**Demand Response Event**" means, in respect of a Demand Response Availability Window, the remote activation of the Participant's existing thermostat to temporarily change its set-point in order to reduce the electricity consumed by the Participant's air conditioner during a period of peak demand on some or all of Ontario's electricity grid, as determined by the IESO and communicated by the IESO or its Service Provider(s) to the Smart Thermostat Vendor.
  - (b) "**Demand Response Availability Window**" means a time window typically between 12pm and 7pm on weekdays for a maximum of 3 hours at a time from June 1 to September 30 in a given calendar year.
  - (c) "**Eligible Smart Thermostat**" means a thermostat made available by the Smart Thermostat Vendor, which is on the Eligible Smart Thermostat List and which can be monitored and operated during the Program by the Smart Thermostat Vendor's network operations center.
  - (d) "**Eligible Smart Thermostat List**" means the list of Smart Thermostats, as updated from time to time by the IESO and published on the Program Website.
  - (e) "**EnergyHub**" means EnergyHub Canada ULC.

- (f) **“Participant”** means an applicant who has been accepted into the Program.
- (g) **“Participant Incentive”** or **“Participant Incentives”** means a one-time incentive of \$55 and an annual incentive of \$20 covering the period October 1<sup>st</sup> until September 30<sup>th</sup>. A new Participant in the Program who enrolls between:
  - (i) January 1<sup>st</sup> and September 30<sup>th</sup> of a given year will receive an initial payment of \$75 (in respect of such one-time incentive and the first annual incentive), and if they remained continuously enrolled in the Program, they will become eligible to receive additional annual incentives of \$20 on May 1<sup>st</sup> of the following year and each subsequent yearly anniversary thereafter; or
  - (ii) October 1<sup>st</sup> and December 31<sup>st</sup> of a given year will receive an initial payment of \$75 (in respect of such one-time incentive and the first annual incentive), and if they remained continuously enrolled in the Program, they will not become eligible to receive additional annual incentives of \$20 until May 1<sup>st</sup> of the second year following their enrollment and each subsequent yearly anniversary thereafter.

Entitlement to, and payment of, Participant Incentives is subject to these Terms.

- (h) **“Program”** means the Save on Energy Peak Perks Program.
- (i) **“Program Eligibility Criteria”** means the eligibility criteria for participation in the Program (including in relation to Participants, facilities, measures and costs) as set out in the Program Requirements.
- (j) **“Program Requirements”** means, collectively, the Save on Energy Peak Perks Program Requirements and any other terms and conditions governing the Program published on or accessible through the Program Website, as may be amended from time to time.
- (k) **“Program Website”** means the IESO’s Save On Energy website at <http://www.peakperks.ca>.
- (l) **“Residential”** means electricity consumers in Ontario that are classified as residential in the most recent Yearbook of Electricity Distributors published by the Ontario Energy Board.
- (m) **“Service Provider”** means one or more service providers (and their respective affiliates) retained by the IESO to administer and deliver the Program on behalf of the IESO.
- (n) **“Single Family Residence”** means a detached, semi-detached, duplex, triplex, row house or townhouse for single-family dwelling located in Ontario.
- (o) **“Smart Thermostat Vendor”** means the manufacturer of your existing Eligible Smart Thermostat.
- (p) **“Terms”** means these Participant Terms and Conditions.

#### 4. **Assurances and Commitments by Participant.**

- (a) You represent and warrant that:

- (i) you are an individual 18 years or older;
  - (ii) you are a Residential consumer residing in a Single Family Residence;
  - (iii) you have central air conditioning in the Single Family Residence that is controlled by an existing Eligible Smart Thermostat installed in the Single Family Residence that is connected to the Smart Thermostat Vendor's platform through a continuous connection;
  - (iv) you are the account holder of the existing Eligible Smart Thermostat and maintain an active account in good standing;
  - (v) you are not enrolled in and have not committed to participating in any other demand response program offered in Ontario that is intended to meet provincial system needs in respect of the same calendar year(s) as your participation in the Program;
  - (vi) you haven't received a Participant Incentive for the same calendar year under this Program in respect of the same Eligible Smart Thermostat; and
  - (vii) you agree to and will comply with these Terms.
- (b) You acknowledge and agree that the IESO may subcontract any of its responsibility under the Program to one or more Service Providers, including EnergyHub.
- (c) You represent and warrant that you have not received, or will not apply to receive, incentives through any other program in Ontario related to any of the demand response activities covered by the Program during any calendar year in which you are a Participant in the Program.
- (d) You acknowledge and agree that: (i) you have independently assessed the risk of participating in the Program; and (ii) the IESO and its Service Provider(s) make no representation or warranty, and assume no liability with respect to energy cost savings or other benefits, quality, safety, performance, fitness for a particular purpose or other aspect of any Eligible Smart Thermostat or Demand Response Event and expressly disclaim any such representation, warranty or liability.
- (e) You agree to participate in any surveys, studies, audits or other evaluations, measurement or verification activities conducted by the IESO or its Service Providers in connection with the Program, including for the purpose of proper administration, monitoring and verification of these Terms or evaluation of the Program, and upon receiving reasonable notice will provide to the IESO, reasonable access to your records and premises, if applicable, for such purposes.

5. **Environmental Attributes.** You acknowledge and agree that all right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relation to or in connection with the electricity savings for which the eligible energy efficiency measures have been provided, and the right to quantify and register these, including without limitation, any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, and emission reduction allowance (collectively, the "**Environmental Attributes**") are hereby transferred and assigned, or to the extent transfer or assignment is not permitted, held in trust in favour of the IESO. The IESO shall be entitled, unilaterally and without your consent to deal with such Environmental Attributes in any manner it

determines. You further acknowledge and agree that the IESO may direct you to take such actions and do all such things necessary to certify, obtain, quantify and register with the relevant authorities or agencies such Environmental Attributes for the purpose of transferring, assigning, or holding in trust, such Environmental Attributes to and for the IESO. You shall comply with any such directions, and will be entitled to reimbursement of the cost of complying with such direction, provided that the IESO, acting reasonably, has approved such cost in writing prior to the cost being incurred by you.

**6. Personal Information Collected and Used by IESO; Consent by Participant.**

- (a) You acknowledge and agree that the IESO is not-for-profit corporation without share capital established under the *Electricity Act, 1998*. The *Ontario Energy Board Act, 1998* and section 6 of the *Electricity Act, 1998*, gives the IESO the authority to collect, use and disclose personal information related to your participation in the Program. IESO complies with the privacy protection rules contained in Ontario's *Freedom of Information and Protection of Privacy Act* ("FIPPA").
- (b) You consent to the IESO collecting and using information about you in order to:
  - (i) administer the Program;
  - (ii) confirm your eligibility to participate in the Program;
  - (iii) communicate with you;
  - (iv) evaluate the impact of the Program; and
  - (v) develop and implement other energy efficiency and conservation and demand management programs in Ontario.
- (c) You consent to the IESO and its Service Provider(s) sending you emails, text messages and other notifications related to the Program, including about your enrollment status and surveys about the Program.
- (d) You acknowledge and agree that information about you in respect of the Program is primarily collected by the IESO directly from you, including during your participation in the Program, if you contact the Program by email at [info@peakperks.ca](mailto:info@peakperks.ca) or by calling the Program phone line at the number made available on the Program Website, and during any evaluation, customer satisfaction surveys, and IESO led-research activities conducted by the IESO in connection with the Program. Information collected directly from you may include, but is not limited to: your name; address; contact information; utility; availability of Wi-Fi; thermostat type and mode; and past participation and potential future interest in energy efficiency and conservation and demand management programs.
- (e) If you contact the Program phone line or Program email address, the IESO will collect the information you disclose so that it can respond to your questions and comments. The IESO may make an audio recording of your call for quality control and training purposes.

**7. Disclosures to and IESO's Indirect Collections from Smart Thermostat Vendor**

- (a) You consent to the IESO or its Service Provider(s) disclosing information about you and your participation in the Program (including your name; address; opt-in and opt-out status; and control of thermostat) to your Smart Thermostat Vendor so that they can: (i) report to the IESO or its Service Provider(s) on whether you have an Eligible Smart Thermostat that is enabled to provide demand response services; and (ii) signal to your Eligible Smart Thermostat to change its mode of operation, setpoint, or other settings, as applicable in response to a Demand Response Event; and (iii) provide information to the IESO about the operation of your Eligible Smart Thermostat during a Demand Response Event.
- (b) You consent to the IESO indirectly collecting from your Smart Thermostat Vendor information about your Eligible Smart Thermostat and your participation in the Program, including information you provide when applying to the Program and information that will allow the IESO to understand the operation of your Eligible Smart Thermostat during a Demand Response Event, including whether you opted-out during the event and information related to the electricity consumed by your air conditioner during the event (“**Program Data**”). Information that the IESO may indirectly collect for these purposes includes the length of time your thermostat was set to participate in a Demand Response Event, HVAC runtime, estimated average baseline electricity consumed by your air conditioner and estimated electricity consumed by your air conditioner during the event.

#### 8. **Additional Privacy Disclosures and Notices**

- (a) You acknowledge and agree that:
  - (i) the IESO will confirm that you are eligible to participate in the Program; and
  - (ii) The IESO may disclose information about you and your participation in the Program for regulatory or audit purposes or as otherwise permitted by law, including to the Ministry of Energy and the Ontario Energy Board (and their successor entities).
- (b) Upon written request, the IESO will provide you with access to your personal information collected by the IESO and you will have an opportunity to request that the IESO update or correct your information. These rights are subject to FIPPA, and certain exemptions may apply such as when disclosure would reveal someone else’s personal information.
- (c) Customers can contact [info@peakperks.ca](mailto:info@peakperks.ca) for program inquiries.
- (d) If you would like to access, update or correct your personal information, or if you have any questions or concerns about IESO’s privacy practices, your personal information or administration of the FIPPA, you may contact IESO at:

Independent Electricity System Operator  
Attention: Privacy Officer  
120 Adelaide Street West, Suite 1600  
Toronto, ON M5H 1T1  
Phone: 416-969-6277  
Fax: 416-969-6383  
E-mail: [privacy@ieso.ca](mailto:privacy@ieso.ca)

For information about IESO's general information practices, you may access IESO's privacy policy at [www.ieso.ca/en/privacy](http://www.ieso.ca/en/privacy).

9. **Authorization of Smart Thermostat Vendor**

- (a) You authorize your Smart Thermostat Vendor(s) to (i) collect your Program Data; (ii) disclose your Program Data to the IESO for the purposes described above; (iii) control your Eligible Smart Thermostat(s) during a Demand Response Event; and (iv) communicate with you electronically in respect of your participation in the Program. You acknowledge and agree that any Program-related adjustments to your Eligible Smart Thermostat(s), and any related collection of data by the Smart Thermostat Vendor(s), are subject to the terms and conditions of the Smart Thermostat Vendor, including the Smart Thermostat Vendor's privacy policy, that governs your purchase or use of the applicable Eligible Smart Thermostat.
- (b) You acknowledge and agree that the IESO accepts no responsibility for and disclaims any liability for any act or omission of the Smart Thermostat Vendor, including any collection, use, disclosure or other processing of any personal information.

10. **Participant Incentives.** To be eligible to receive the Participant Incentive, you must be accepted in the Program as a Participant, your participation must not be withdrawn or terminated, and you must meet and continue to meet the Program Eligibility Criteria. Incentives will be fulfilled by providing the Participant one or more promotional virtual Prepaid Mastercard cards. Promotional virtual Prepaid Mastercard cards typically take up to 60 days from the date of your acceptance into the Program or from the annual anniversary date of your acceptance into the Program, as the case may be, to be delivered and expire six (6) months from the date that they are sent to you.

11. **Program Period.** The Program will run for the Program Period (defined above). You may be automatically re-enrolled in subsequent Program Periods at the IESO's discretion, subject to the then-current Terms for the Program. You may unenroll from the Program at any time.

12. **How to Unenroll.** Once you are accepted as a Participant in the Program, you may unenroll from the Program by emailing [info@peakperks.ca](mailto:info@peakperks.ca). By unenrolling from the Program, you may render yourself ineligible to receive the Participant Incentives.

13. **Termination.** The IESO may terminate your participation in the Program and eligibility to receive any Participant Incentives at any time and without liability upon notice to you via email or if (a) you violate these Terms or applicable law, (b) the IESO declares you ineligible for the Program, (c) your account with the Smart Thermostat Vendor is no longer in good standing, or (d) you do not maintain a continuous connection between your enrolled Eligible Smart Thermostat and the Smart Thermostat Vendor's platform. If you are enrolled in or subsequently enroll in an energy efficiency and conservation and demand management program that provides incentives that overlap with the incentives made available pursuant to the Program, the IESO may terminate your participation in the Program without liability and without notice. The termination of your participation in the Program will not affect any payment obligations you may have for your Eligible Smart Thermostat, and your customer agreement with the Smart Thermostat Vendor will remain in effect.

14. **Changes in Your Utility Costs.** The IESO and its Service Provider(s) are not responsible for any changes in your utility costs during the Program.

15. **Information.** You represent and warrant to the IESO that the information you provide to the IESO or its Service Provider(s) during the enrollment process and the term of your participation in the Program is accurate and complete, and you agree to promptly notify the IESO of any changes to your information.
16. **Disclaimer of Liability.** You acknowledge and agree that none of the IESO, its affiliates, its Service Provider(s) or any of their respective officers, directors, agents, contractors or employees (collectively “**Representatives**”) will be liable for any injury, damage or loss to persons or property, including without limitation any direct, indirect, special or consequential damages arising from or connected or related to: (a) the declaration of or your participation in a Demand Response Event; (b) adjustments to a Participant’s Eligible Smart Thermostat in connection with a Demand Response Event or otherwise; (c) the assessment of your eligibility to participate in, or disqualification from, the Program; (d) the evaluation or verification of the Program; or (v) any actions, omissions, negligence or misconduct in any way related to the Program, and you hereby release IESO, its Service Provider(s) and their respective Representatives from and against any of the foregoing.
17. **Acceptance of Risk.** You acknowledge and agree that:
- (a) your participation in the Program is based upon your own assessment of the Program and the implications of adjustments being made to your Eligible Smart Thermostat;
  - (b) the IESO and its Representatives each make no representation or warranty, and assume no liability with respect to (and disclaim any liability in respect of): (i) any act or omission of your Smart Thermostat Vendor; (ii) any collection, use, disclosure or other processing of your information by your Smart Thermostat Vendor; (iii) energy cost savings and other benefits (or a failure to achieve any such savings or benefits) in connection with the Program; and (iv) any injury or damage that may result from participation in the Program.

The IESO and its Representatives each disclaim all representations, warranties and conditions, express, implied, statutory or otherwise, regarding any matter, including any implied warranties or conditions of quality, workmanship, safety, legal compliance or fitness for a particular purpose in connection with the Program.

18. **General Conditions.**
- (a) These Terms are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to applicable principles of conflicts of law. Any failure to enforce any term of these Terms shall not constitute a waiver of that provision.
  - (b) If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect.
  - (c) This agreement will enure to the benefit of and be binding upon the Participant, their heirs, representatives, successors and permitted assigns.
  - (d) This agreement may not be assigned by you to another person except with the prior written consent of the IESO, which consent may be unreasonably withheld or delayed.



- (e) The IESO and its Service Provider(s) are not responsible for the policies, actions, or inactions of others that might prevent the Participant from enrolling in, participating in, or claiming a Participant Incentive under the Program.
  - (f) These Terms constitute the entire agreement between the IESO and a Participant relating to the Program and supersedes all other such prior or contemporaneous oral and written agreements and understandings.
  - (g) Both you and IESO will comply, in all material respects, with all laws and regulations required to be complied with in the performance their respective obligations hereunder.
  - (h) All provisions of these Terms which expressly or by their nature survive the termination of this agreement shall continue in full force and effect until they are satisfied or by their nature expire.
19. **Changes to the Terms.** The IESO may modify these Terms at any time. The IESO will notify you by email at the most current email address it has on record for you when it makes any material changes to these Terms, and the effective date of the modified Terms, which will be after the date of the notice to you. Your continued participation in the Program thereafter signifies your acceptance to such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. The IESO will also post the most current version of the Terms on its website specified below and you are encouraged to check this site frequently.
20. **Acceptance of Agreement.** The use of an electronic signature process to accept and sign these Terms, including your indication of acceptance of these Terms by a click-through or click-wrap process, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and the IESO.
21. **Additional Program Details.** Additional program details are available through the Program Website.
22. By signing these Terms, you acknowledge and agree that:
- (a) You have read, understand, and agree to the terms and conditions of these Terms.
  - (b) Your acceptance of these Terms in accordance with section 20 does not guarantee that you are eligible to be a Participant in the Program.