



Portland General Electric Smart Thermostat Program Terms & Conditions

Last Revised Date: 05/26/2026

These PGE Terms & Conditions govern the Portland General Electric Company ("PGE") Residential Smart Thermostat Program (the "PGE Program"). By agreeing to these PGE Terms & Conditions, Participant acknowledges that Participant has read, understands, and agrees to these PGE Terms & Conditions.

The PGE Program may be administered by a third party administrator ("Program Administrator"). As of the date first set out above, the Program Administrator is EnergyHub Inc. a New York corporation, having a place of business at, 41 Flatbush Avenue, Suite 400A, Brooklyn, NY 11217. By agreeing to these PGE Terms & Conditions, you are also agreeing to Program Administrator's EULA and Privacy Policy, available at <https://www.energyhub.com/terms> and <https://www.energyhub.com/privacy-policy> (respectively) or additional 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 PGE 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 PGE 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. PGE may change its Program Administrator at any time without notice.

The PGE Program may also pre-enroll customers who purchase a smart thermostat on the PGE Marketplace. By agreeing to these PGE Terms & Conditions, you are also agreeing to be bound by the **terms and policies of the Marketplace Vendor**.

ELIGIBILITY REQUIREMENTS

To be eligible to participate in the PGE Program, Participant must (for the duration of the PGE Program and at Participant's sole expense):

- Be a PGE customer with an active utility account.
- Use electric heat or central air conditioner at the PGE service address.
- Have a Wi-Fi-enabled qualifying thermostat installed that is controlling a ducted heat pump system or central air conditioner at the PGE service address (see list on PGE Program website).
- Must have an internet connection.
- The qualifying thermostat must remain connected to Wi-Fi and Participant must maintain internet service.

If Participant moves to a different residence, Participant may continue participation in the PGE Program if the new residence meets the eligibility requirements. Only one member of a household is eligible to participate as a Participant in the PGE Program at a given address.

EVENTS

- During PGE Program events, PGE will automatically inform Participant's thermostat of the existence of a demand response event (an "Event"), and may cause the thermostat to change the temperature set-point on that day. Participant may not be notified of an Event; in an emergency, PGE may deploy an Event without notice if deemed necessary.
- Participant authorizes PGE to automatically adjust qualifying thermostat(s) at Participant's service address. Adjustments strategy may vary depending on thermostat manufacturer.

- PGE will not call Events on holidays. Identified holidays are: New Year's Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25). If a holiday falls on a Saturday, the preceding Friday will be designated the holiday. If a holiday falls on a Sunday, the following Monday will be designated the holiday.
- Participant may override any or all Events.

INCENTIVES

- The participation incentive is provided solely by PGE.
- PGE will apply a \$25* sign-up incentive as a bill credit to eligible Participants who complete the enrollment process. Participants can expect to receive a sign-up incentive bill credit between 6-10 weeks from the completion of enrollment. Enrolling multiple smart thermostats for the same account will not increase your sign-up incentive amount.
- Participants who enroll through the PGE Marketplace will receive their incentive as an enrollment bonus at time of purchase. Participants who do not install their device and connect to eligible equipment will be charged back the applicable enrollment bonus to their credit card.
- PGE will apply a \$25 seasonal incentive as a bill credit to Participants who participate in at least 50% of the Event hours for which the Participant is eligible. Participant can expect to receive an incentive bill credit within 8 weeks of the end of the completed season.
- To participate in the Summer Event Season, Participant must have central air conditioning or a ducted heat pump.
- To participate in the Winter Event Season, Participant must have a ducted heat pump or a forced air furnace
- Incentive payments are paid by household and service address.
- Participants can earn one sign-up incentive and one seasonal incentive per service address if participation requirements are met. Participants will not be eligible for additional incentives for any additional thermostats installed at the same service address.

- PGE may offer alternative incentive structures in lieu of the incentives described above. Participants participating in alternative incentive structures, such as a free Wi-Fi thermostat program, may not be eligible for the same incentives as described above.

INFORMATION SHARING

Participant agrees that:

- PGE or the Program Administrator or the Marketplace Vendor may send Participant emails, text/SMS and other notifications related to the PGE Program, including notifications about enrollment status and PGE Program-related adjustments to thermostat settings.
- Marketplace Vendor may send Participant emails related to the fulfillment of smart thermostat orders on the PGE Marketplace.
- PGE may send Participant emails related to the fulfillment of incentives.
- Without prejudice to Program Administrator's EULA and Privacy Policy, PGE or the Program Administrator may collect Participant's energy usage information and review and analyze such usage information and electric bill information for purposes of fulfilling their obligations under the PGE Program and improving the PGE Program. PGE and the Program Administrator treat all such data in accordance with their respective privacy policies.
- PGE and the Program Administrator and the Marketplace Vendor may exchange data related to Participant's identity and Participant's service account status including for the purposes of fulfilling their obligations under the PGE Program. Without prejudice to Program Administrator's EULA and Privacy Policy, PGE may share information with the Program Administrator about Participant's energy usage and associated account and billing data (such information includes, but is not limited to, consumption and billing data, billing records, billing history, meter usage data, and rate information). The Program Administrator and the Marketplace Vendor will share certain information (including, but not limited to, Participant name, email address, service address, PGE account number, thermostat serial number, activation date, runtime data,

set-points, and related details) with PGE to verify that Participant is eligible to participate in the PGE Program.

- If PGE or the Program Administrator cannot collect the required information, Participant may not be eligible to participate in the PGE Program.

PGE or Program Administrator reserve the right to keep customer event participation data for the entirety of the program, with the exception to Google customer event participation data. Google customer event participation data will be stored for one (1) year of the end of each season.

TERMINATION / WITHDRAWAL

- PGE reserves the right to unilaterally remove any Participant from the PGE Program based upon level of participation (such as being offline for prolonged periods or for lack of participation) or for any other reason without liability or penalty. A notice will be sent to Participant after they have been removed from the Program.
- Participant is not required to participate in the PGE Program and may opt-out of the PGE Program at any time by contacting thermostats@pgn.com.
- These PGE Terms & Conditions may be altered, changed, modified or assigned by PGE at any time with or without notice to Participant. Incentives available under the PGE Program may be changed, modified, substituted, replaced, ceased, or terminated at any time at PGE's sole discretion with or without notice to Participant. Participant's continued participation in the PGE Program constitutes Participant's acceptance of any and all such changes, replacements, assignments, or terminations.
- In the event that the incentive amount changes during the course of the PGE Program, the application postmark date will be used to determine equipment eligibility and incentive amount.

PGE PROGRAM AND PGE CUSTOMERS ON RATE SCHEDULE 6

PGE currently does not allow for PGE customers to be simultaneously enrolled in a Schedule 6 rate, such as the Flex Time and Flex Schedule, and the PGE Program. Successful enrollment into the PGE Program will lead to un-enrollment from the Schedule 6 rate.

DISCLAIMER OF LIABILITY; LIMITATION OF LIABILITY

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