



Tri-County Electric Membership Corporation – Connect to Save Program

Member Terms and Conditions

Thank you for your interest in participating in Tri-County Electric Membership Corporation’s Connect to Save Program (the “Program”). The Program is offered by Tri-County Electric Membership Corporation and its service providers, including North Carolina Electric Membership Corporation and Franklin Energy, LLC. These Terms of Use (these “Terms”) are a legal agreement between the Member (“you”, “your”) and Tri-County Electric Membership Corporation governing your participation in the Program.

BY SIGNING UP FOR OR CONTINUING PARTICIPATION IN THE PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT PARTICIPATE IN THE PROGRAM.

In the case of inconsistencies between these Terms and information included in any other materials related to the Program (e.g., promotional materials and mailers), these Terms will always govern and take precedence.

You certify that all information entered into this site for enrollment into the Program is accurate and complete. This offer is valid for Tri-County Electric Membership Corporation residential electric members only. In order to qualify, members must live in single- family or multi-family homes and not participate in a time of use rate, or net metering. You understand that the Program is available until fully subscribed and that incentive amounts are subject to change without notice. You authorize Tri-County Electric Membership Corporation to share information about your account including your name, street address, account number, electrical usage and billing information with its service providers and approved contractors hired to implement and measure the performance of the Program. Member information will be kept confidential by Tri-County Electric Membership Corporation as well as its service providers and contractors, and used solely to facilitate your participation in the Program.

1. The Program.

- 1.1. *Program Term.* The Program will continue until it is either terminated by Tri-County Electric Membership Corporation or you withdraw from the Program.
- 1.2. *Devices.* By participating in the Program, you hereby grant to Tri-County Electric Membership Corporation, through its service providers, the right to (a) install one or more smart thermostat and/or water heater control device (“Device”) at the premises you are enrolling, and (b) remotely access and control one or more smart thermostats and/or one water heater controller (“Device”) at the address you are enrolling. When you authorize a Device, you may be presented with additional terms from the Device manufacturer (the “Manufacturer”). These Terms are in addition to, and are not replaced by, those terms. By authorizing a Device, you understand and agree that you are enabling Tri-County Electric Membership Corporation, through its service providers, to control that Device in connection with the Program and to obtain and share information about Devices used to participate in the Program (such as serial number and zip code) with Manufacturers in order to facilitate your participation in the Program and validate your compliance with Program requirements. You also agree to allow Tri-County Electric Membership Corporation, through its service providers, to dispose of existing thermostats that contain hazardous materials in conjunction with applicable environmental laws and regulations.
- 1.3. *Device Limits.* There is a limit of four thermostats and one water heater controller per electric service address for the life of this Program. Multiple thermostats must be from the same manufacturer.

- 1.4. *Events.* As part of this Program, Tri-County Electric Membership Corporation, through its service providers, will make changes to the operation of your Device (temperature setpoint of thermostats and heating element operation of water heaters) without any manual intervention by you (“Events”). The target thermostat setpoint adjustment will be 3 degrees unless otherwise specified by you. You may override an Event, simply by turning your thermostat Device to a different temperature or using the other methods enabled by the Device Manufacturer. Frequent overriding of Events may result in the reduction or elimination of the incentives as described in section 3 of these Terms. Events will be no longer than 4 hours, and Tri-County Electric Membership Corporation will call no more than 48 thermostat events per year with a minimum of 1 Event per month. Events will be limited to no more than 3 consecutive days.
- 1.5. *Program Commitment Period.* You agree to participate in the Program for a minimum of three years.
- 1.6. *Changes.* Tri-County Electric Membership Corporation reserves the right, in its sole discretion, to modify or to discontinue the Program at any time.
2. **Eligibility. This Program is available to Tri-County Electric Membership Corporation residential electric Members only.** In order to register for the Program, you agree to provide to Tri-County Electric Membership Corporation information necessary to verify your eligibility for the Program. You agree that the information that you provide to Tri-County Electric Membership Corporation in connection with the Program (“User Data”) will be true, accurate, current, and complete. You further acknowledge that you have WIFI and agree to maintain adequate WIFI to enable operation of the Device(s) while participating in the Program. Additional eligibility requirements are listed at www.connecttosavenc.com.
3. **Incentives.** In connection with the Program, Tri-County Electric Membership Corporation may offer certain rebates, offers, or other incentives (“Incentives”). Incentive is limited to the first two thermostats enrolled in the Program (maximum of \$100/year). Tri-County Electric Membership Corporation reserves the right to determine qualification for Incentives in its sole discretion. Failure to participate in the Program for its entire duration or overriding automatic Device control on a regular basis may disqualify you from Incentives. In particular, Tri-County Electric Membership Corporation reserves the right to discontinue Incentives if your Device fails to participate in 6 or more Events in any 12-month period.
4. **Your Information.** By submitting User Data and any other data, materials, or information in connection with the Program, you are granting Tri-County Electric Membership Corporation, and its service providers, permission to use such information for the purpose of providing the Program. In addition, you hereby authorize Tri-County Electric Membership Corporation, through its service providers, to access your information including meter data maintained by Tri-County Electric Membership Corporation and/or the Device Manufacturer solely in order for Tri-County Electric Membership Corporation to implement the Program. You understand and agree that by authorizing Tri-County Electric Membership Corporation, through its service providers, to control your Device in connection with the Program, Tri-County Electric Membership Corporation, and its service providers, may receive access to data from your Device directly, including data collected from its sensors. For more information on the particular data that Tri-County Electric Membership Corporation, and its service providers, will receive access to, please contact Tri-County Electric Membership Corporation’s Program team via email at service@connecttosavenc.com.
5. **Personal Non-Commercial Use.** The Program is offered for your own personal non-commercial use. Any commercial participation in the Program is expressly prohibited.
6. **Costs.** Tri-County Electric Membership Corporation is not responsible for costs associated with providing the systems necessary to participate in the Program, such as Internet access.
7. **No Warranty; Disclaimer.** YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR SOLE DISCRETION AND RISK. THE PROGRAM IS OFFERED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND. TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION, AND ITS SERVICE PROVIDERS, EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE PROGRAM, WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES FOR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON- INFRINGEMENT OR NON-MISAPPROPRIATION OR INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY) AND ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION, AND ITS SERVICE PROVIDERS, MAKE NO WARRANTIES THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE.

8. Indemnification. You agree to indemnify, and hold Tri-County Electric Membership Corporation's, and its service providers', officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with your participation in the Program.

9. Limitation of Liability.

9.1. *Limitation of Liability.* YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION, OR ITS SERVICE PROVIDERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING IN CONNECTION WITH THE PROGRAM, EVEN IF TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION, OR ITS SERVICE PROVIDERS, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE PROGRAM OR WITH ANY OF THESE TERMS, OR FEEL TRI-COUNTY ELECTRIC MEMBERSHIP CORPORATION, OR ITS SERVICE PROVIDERS, HAVE BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE PROGRAM AND RETURN THE DEVICE(S).

9.2. *Exclusions.* SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS AND IN PARTICULAR WITHIN THIS "LIMITATION OF LIABILITY" CLAUSE SHALL ATTEMPT TO EXCLUDE LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

10. Termination.

10.1. *Termination by Tri-County Electric Membership Corporation for Non-Participation.* If your Device fails to participate in 6 or more Events in any 12-month period, then Tri-County Electric Membership Corporation may terminate your participation in the Program for non-participation by providing you with written notice of such termination, which may be via email. If Tri-County Electric Membership Corporation terminates your participation in the Program prior to fulfilling the Program Commitment Period, you agree to pay Tri-County Electric Membership Corporation an Early Termination Fee, per Device, in the amount of \$350 minus \$10 for each full month of your Program Commitment Period that you complete. This fee may be collected by charging your credit card on file if permitted under the laws of your jurisdiction or by invoice. The Early Termination Fee is not a penalty, but rather a charge to compensate Tri-County Electric Membership Corporation for equipment purchased and installed to enable your participation in the Program.

10.2. *Your Termination.* You may terminate your participation after satisfactorily completing the Program Commitment Period for any reason by sending an email to service@connecttosavenc.com or by calling 844-577-SAVE (844-577-7283). If you terminate your participation in the Program prior to fulfilling the Program Commitment Period, you agree to pay Tri-County Electric Membership Corporation an Early Termination Fee, per Device, in the amount of \$350 minus \$10 for each full month of your Program Commitment Period that you complete. This fee may be collected by charging your credit card on file if permitted under the laws of your jurisdiction or by invoice. The Early Termination Fee is not a penalty, but rather a charge to compensate Tri-County Electric Membership Corporation for equipment purchased and installed to enable your participation in the Program. AFTER YOUR PROGRAM COMMITMENT PERIOD IS FULLFILLED, THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNTIL EITHER PARTY GIVES NOTICE TO TERMINATE.

10.3. *Rights at Termination.* Upon termination, all rights granted to you by these Terms will immediately cease.

10.4. *Survival.* Any suspension, termination or cancellation of the Program will not affect your obligations under these Terms which are intended to survive such suspension, termination, or cancellation.

11. General.

11.1. *Applicable Law and Dispute Resolution.* These Terms shall be governed by the laws of the State of North Carolina, without giving effect to any conflict of laws or principles that may require the application of the law of another jurisdiction. If you have any issues regarding these Terms, please contact us by sending an e-mail to service@connecttosavenc.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further

investigation. If you and Tri-County Electric Membership Corporation are unable to reach a resolution to the dispute, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Raleigh, North Carolina. The arbitration shall be governed by the laws of the State of North Carolina. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. Any election to arbitrate by one party will be final and binding on the other. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and Tri-County Electric Membership Corporation otherwise agree in writing, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Program or these Terms must be brought, if at all, within one year from the accrual of the claim or cause of action or be forever barred.

- 11.2. *Consent and Capacity.* You are over 18 years of age and have the necessary legal capacity to execute this agreement. You are solely responsible for receiving any necessary consents and approvals from the owner(s) or occupant(s) of any premises where the services will be provided. Tri-County Electric Membership Corporation and its service providers may verify this approval or provide notification to the owner(s) or occupants(s) prior to installation of the qualifying equipment. Your participation is completely voluntary, and you can decide to withdraw at any point in the Program.
- 11.3. *Entire Agreement.* These Terms are the entire and exclusive agreement between Tri-County Electric Membership Corporation and you regarding the Program and supersede and replace any prior agreements regarding the same.
- 11.4. *No Assignment.* You will not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Tri-County Electric Membership Corporation. Any purported assignment or delegation by you without the appropriate prior written consent of Tri-County Electric Membership Corporation will be null and void.
- 11.5. *Severability and Waiver.* In the event that any provision in these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of Tri-County Electric Membership Corporation to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
- 11.6. *Questions.* Please contact Tri-County Electric Membership Corporation's Connect to Save Program team at service@connecttosavenc.com if you have any questions.
- 11.7. By participating in this Program, you agree to receive emails from Tri-County Electric Membership Corporation or its service providers at the email address provided for this Program. These emails may contain information about Tri-County Electric Membership Corporation's products and services; other energy related products, services, and Programs; as well as energy related legislative and environmental issues. These emails may be sent by Tri-County Electric Membership Corporation or third parties.
- 11.8. *Consent to Automated, Autodialed, Prerecorded, and Artificial Voice Calls and Texts.* You authorize the Program and its service providers to contact you at any phone or mobile number you provide to the Program at any time with automated, autodialed, prerecorded, or artificial voice phone calls or text messages related to your participation in the Program (including reminders of upcoming appointments). You understand and agree that the Program and its service providers may use an automatic telephone dialing system (ATDS), artificial, or prerecorded voice for such calls or text messages. You may revoke your consent at any time by contacting the Program by phone at 844-577-SAVE (844-577-7283) or by email at service@connecttosavenc.com.