

### BGE PRIVACY POLICY

[BGE.com/Privacy/Pages/DataPrivacyPolicy.aspx](https://www.bge.com/Privacy/Pages/DataPrivacyPolicy.aspx)

### BGE TERMS OF USE

[BGE.com/AboutUs/Pages/TermsOfUse.aspx](https://www.bge.com/AboutUs/Pages/TermsOfUse.aspx)

#### PEAKREWARDS ELIGIBILITY

- As of April 1, 2020, the PeakRewards Air Conditioning Program will not be open to new participants. New participants are BGE residential customers who do not currently have a PeakRewards device such as an Honeywell Upro thermostat and/or an air conditioning switch installed at their home. Customers who elect to unenroll from the program will be considered a new participant.
- PeakRewards is open to all active electric BGE residential account holders regardless of their electricity supplier.
- Customers must have a central air conditioner or an electric heat pump in good working condition.
- Central air conditioner cannot be enrolled in BGE's Connected Rewards<sup>SM</sup>.
- If customers are renters, they must attest that they have received approval from their landlord to participate in the program.

#### PEAKREWARDS CREDITS

- A monthly bill credit is provided once the device is installed, but only for the customer of record at the time of installation.
- Bill credits:
  - All participants will receive \$10 per device per month in bill credits from May through September (up to \$50 per PeakRewards device).
  - Credits initiate in the billing month subsequent to the customer's enrollment. If the device is installed after the meter reading and the mailing of the monthly bill in a summer month, the customer will receive credits starting the following month (May through September).
  - Credits will not be prorated based upon the timing of the enrollment and installation.

#### ENERGY SAVINGS DAYS AND PEAKREWARDS

- BGE residential customers who participate in either PeakRewards or Connected Rewards are also eligible to participate in Energy Savings Days.

- If a customer chooses to participate and reduce their electricity usage from 2 p.m. to 6 p.m. during Energy Savings Days, they can earn a bill credit of \$1.25 for every kilowatt-hour saved compared to their typical use on similar weather days.
- If a customer participates in both PeakRewards and Energy Savings Days, the customer will receive both credits.
- The thermostat or switch will be cycled up to 50% on Energy Savings Days.
- For PeakRewards participants, two overrides can be used for Energy Savings Days. However, during emergency cycling events, overrides are not permitted, and customers will be cycled 50%.

#### PROGRAM UNENROLLMENT

- A customer may discontinue their participation in the program at any time except during an emergency event and the transition period to normal operation after an emergency event. The change will typically take effect within 48 hours, but in some circumstances, it may take up to 5 business days to process.
- If a customer elects to be removed from the program, the device will be disabled in operational and billing systems within 2 business days. The device will not be physically removed. After April 1, 2020, a customer who chooses to discontinue participation in the program may not be reenrolled in the program as it will be closed to new participants.

#### PARTICIPATION LEVEL

- All PeakRewards participants will default to 50% cycling level.

#### AIR CONDITIONING CYCLING EVENTS

- All adjustment events occur on weekdays between 2 p.m. and 6 p.m. during periods of high electricity demand. To help keep you and your family comfortable, events usually won't occur on weekends or holidays. Events won't last longer than four hours unless system reliability requires a longer transition to normal operations. BGE is unable to predict the number of times it will cycle air conditioners or electric heat pumps each year, nor maximum duration.

- Events will typically occur during the summer months of May through September but can happen during other months throughout the year.
  - If an emergency event is called, generally it will last until the situation is averted.
  - When the emergency event ends, BGE will transition all Air Conditioning Program customers to a lower cycling level for a brief period to avoid large and sudden increases in electric demand, which may cause reliability problems.
  - Customers may not change cycling levels or exit the program during an emergency event and the transition out of this event. If an override is scheduled and subsequently an emergency event is called on the day of the scheduled override, the override will be canceled.
  - For the duration of an emergency event, the following tools will be temporarily unavailable via PeakRewards Online Access, as well as the BGE mobile app:
    - The “Opt-Out” link
    - The “Set Thermostat Schedules” feature
    - The “Temporarily Adjust Settings” feature
1. BY SUBMITTING YOUR ENROLLMENT, AND/OR BY YOUR PARTICIPATION IN THE PROGRAM, YOU (“CUSTOMER”) AGREE TO THE TERMS OF THIS CUSTOMER AGREEMENT (“AGREEMENT”).
  2. If an existing PeakRewards participant has a defective device that needs to be replaced, a replacement device (or A/C switch) will be installed only at a premise that is enrolled in the PeakRewards Program. If a thermostat is deemed defective at a premise that is no longer enrolled in the PeakRewards Program, it will be the responsibility of the Customer to replace the thermostat. During a replacement, BGE (or its Contractor) will install a thermostat inside Customer’s home, or an outdoor air conditioner switch outside Customer’s home adjacent to Customer’s central air conditioner unit (both referred to herein as “the Equipment”). While it is not necessary for the Customer to be home during installation of the outside device, the Customer may request an appointment so that the Customer may be home for its installation. If the Customer is at home, Customer may advise the installer as to where the device is to be placed. BGE (or its Contractor) will accommodate Customer’s request so long as the desired location will provide required functionality. Customer agrees that Customer will need to make an appointment for the replacement of a defective thermostat inside the home and have a responsible adult at home for the installation. Customer agrees to provide BGE or its Contractor with access, at reasonable times, to Customer’s premises to install, inspect, maintain, and/or repair the Equipment. Customer must ensure that the area surrounding all indoor/outdoor HVAC equipment is clear and easily accessible for the technician to safely complete the installation and perform any required inspection, maintenance, and/or repair of the Equipment. The technician can cancel the installation if the area is not clear. The Customer is responsible for potential issues due to poorly insulated homes and/or aging/inefficient A/C systems. BGE is permitted to access outside devices at any time without prior customer approval. If during an inspection it is deemed that the device has been tampered with causing it to be inoperable, BGE reserves the right to unenroll the Customer from the program.

### IMPACT ON CUSTOMER’S A/C UNIT OR ELECTRIC HEAT PUMP

- The BGE PeakRewards Program does not repair A/C units.
  - If an air conditioning unit malfunctions during an event or otherwise, the customer is responsible for contacting their own A/C technician for repairs. Prior to contacting a technician, customers should determine if the A/C is off due to cycling by looking at the thermostat or the red light on the outside switch, by checking PeakRewards Online Access, or by checking BGE’s Mobile App and viewing their cycling status.
  - Central A/C units are more likely to have operating problems during the hottest summer months, due to the increased load.
  - The PeakRewards equipment (thermostat and outdoor switch) should not cause damage to a customer’s A/C unit or electric heat pump and the unit should function normally except when being cycled. These devices simply turn the unit off in the same way that the thermostat does when the call for cooling is satisfied.
3. The Customer may be enrolled in only one load management program per HVAC system.
  4. The replacement CR 2032 battery of the Honeywell Upro is the responsibility of the Customer. The expectant life of the battery is 3 to 5 years. A dead battery will not impact the Customer’s heating and/or cooling system. The battery retains clock information only.
  5. If the Customer wishes to terminate their participation in the program and remove the BGE provided thermostat, the provision

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- of a replacement thermostat will be the responsibility of the Customer and at the Customer's expense. However, Customer can terminate participation and the thermostat may remain at the Customer's house.
6. Customer understands that the Equipment will permit BGE to cycle off the compressor on Customer's central air conditioner unit during times of high overall electricity demand, in accordance with the Participation Level selected by the Customer.
  7. The incentives the Customer will receive in consideration for participation are as detailed above. BGE may, upon approval from the Maryland Public Service Commission, modify the incentive structure.
  8. PeakRewards Equipment shall remain the property of BGE. Customer agrees to notify BGE if Customer or Customer's contractor disconnects or removes any associated equipment. This Agreement is not assignable or otherwise transferable by Customer. If a thermostat is replaced for Customer after they have unenrolled from the program, the replacement thermostat and installation becomes the sole responsibility of the Customer.
  9. Customer shall have the right at any time to terminate the service by notifying BGE in writing or by telephone. Customer will no longer receive bill credits upon termination of participation in the program. Such termination will take up to 2 business days and will not be effective during an emergency event.
  10. BGE will not be liable to the Customer or to any third party for any losses or damages, including loss of profits, loss of earnings, loss of business opportunities, and personal injuries (including death), including without limitation, any damage resulting from or arising out of the Customer's participation in this program.
  11. Customer understands that BGE assumes no responsibility for and shall have no responsibility for the condition or repair of Customer's central air conditioner or other equipment. Customer understands that Customer is responsible for the repair and maintenance of Customer's equipment.
  12. THE PROGRAM AND EQUIPMENT ARE PROVIDED "AS IS," CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT BGE MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE EQUIPMENT OR PROGRAM, WHICH ARE BOTH PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ALL WARRANTIES ARE DISCLAIMED BY BGE TO THE FULLEST EXTENT PERMITTED BY THE LAW.
  13. Customer agrees to hold harmless, defend, and indemnify BGE, and its subsidiaries, affiliates, officers, agents, and employees from and against any third-party claim arising from or in any way related to improper use of the Equipment or Program, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorneys fees, of every kind and nature. In such a case, BGE will provide you with written notice of such claim, suit, or action.
  14. This Agreement constitutes the entire agreement between the Customer and BGE and is consistent with the tariff filed with the Maryland Public Service Commission. No undertaking, representation, or warranty made by any agent or representative of BGE in connection with the sale, installation, maintenance, or removal of BGE's services or Equipment shall be binding on BGE except as expressly included herein.
  15. Customer understands that BGE reserves the right to modify the terms of PeakRewards subject to approval from the Maryland Public Service Commission. Customer will receive notice of such program modification. Customer's continued participation in the program following notice of such change shall be considered acceptance of such modification.
  16. Customer understands that BGE will send an annual communication each spring or fall, as needed, that will provide an overview of the program, program modification, cycling level confirmation, and other important information. As part of the Customer's continued participation in the Program, readiness communication shall be considered acceptance.
  17. BGE may assign or delegate any of our rights or obligations under this Agreement to independent contractors or other third-party organizations. Customer's rights may not be assigned or transferred without BGE's written consent.

The above provisions regarding events beyond BGE's control, warranties, disclaimers of warranty and liability, and termination will survive the termination of this agreement. Failure to insist on strict performance of the terms will not operate as a waiver of any subsequent default or failure of performance. If any part of the above is determined to be invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision will be deemed ineffective and the remainder of the Agreement shall continue in effect. No joint venture, partnership, employment, or agency relationship exists between Customer and BGE as a result of this Agreement.

*EmPOWER Maryland programs are funded by a charge on your energy bill. EmPOWER programs can help you reduce your energy consumption and save you money. To learn more about EmPOWER and how you can participate, go to [BGESmartEnergy.com](http://BGESmartEnergy.com).*