



## **BRUNSWICK EMC'S CONNECT TO SAVE - BYOT PROGRAM AGREEMENT**

Thank you for your interest in the BEMC Connect to Save – Bring Your Own Thermostat Program, in partnership with Virtual Peaker.

THE CONNECT TO SAVE – BRING YOUR OWN THERMOSTAT PROGRAM IS OFFERED UNDER THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT ("AGREEMENT") AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AMEND AND REPLACE ANY PREVIOUS TERMS AND CONDITIONS FOR THE CONNECT TO SAVE – BRING YOUR OWN THERMOSTAT PROGRAM.

BY SIGNING UP FOR OR CONTINUING PARTICIPATION IN THE CONNECT TO SAVE – BRING YOUR OWN THERMOSTAT PROGRAM YOU (A) ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT ENROLL IN THE CONNECT TO SAVE – BRING YOUR OWN THERMOSTAT PROGRAM.

The Connect to Save – Bring Your Own Thermostat Program is available only to BEMC's electric members who meet certain eligibility requirements ("Minimum Eligibility Requirements"), which require you to: (1) be a BEMC electric service account holder; (2) have an 802.11 wireless network at the BEMC service address; (3) have an active Google or Nest account linked to your Google Nest Thermostat; (4) have an installed and operating Nest Thermostat controlling an air conditioning unit, at your BEMC service address; and (5) agree to the terms of this Agreement. BEMC shall verify your eligibility prior to your participation in the Connect to Save – Bring Your Own Thermostat Program and can deny or terminate participation for any reason whatsoever without notice to you.

You are authorizing BEMC to share information with Virtual Peaker about your associated account. The information to be shared is your account number and service address,

You are authorizing BEMC and Virtual Peaker to have access to certain information (including, but not limited to, your name, email address, service address, BEMC account number, Nest Thermostat serial number, activation date, runtime data, setpoints, and related details) to allow BEMC to verify that you are eligible to participate in the Connect to Save – Bring Your Own Thermostat Program and to evaluate the comprehensive energy impact of the Nest Thermostat.

BEMC account holders participating in the BEMC Connect to Save – Bring Your Own Thermostat Program agree that the term of participation shall begin on the date of enrollment of your Google Nest Thermostat.

You represent and warrant that the information you have provided as part of this Agreement is truthful and you meet the Minimum Eligibility Requirements. You further agree that BEMC may terminate this Agreement, refuse to enroll you, or terminate your enrollment in the Connect to Save – Bring Your Own Thermostat Program if you are not truthful in the information you submit as part of this Agreement, if you do not satisfy eligibility requirements, or for any other reason whatsoever, with or without notice to you. You agree that you are participating in the Connect to Save – Bring Your Own Thermostat Program on a voluntary basis.

You release and hold harmless BEMC and Virtual Peaker from any liability, claim, demand, cause of action, damage or expense resulting from your participation in the Connect to Save – Bring Your Own Thermostat Program.

This Agreement is effective upon your enrollment and will continue until you or BEMC cancels your participation.