

## **WeatherSmart™ Program**

### **Terms and Conditions**

These terms and conditions apply to the Residential WeatherSmart™ Program (“Program”). The Program was approved by the North Carolina Utilities Commission.

Any reference in these documents to “Dominion,” “Dominion Energy,” or “Dominion Energy North Carolina” should be read as a reference to Virginia Electric and Power Company d/b/a Dominion Energy North Carolina, as well as its authorized agents and contractors.

The Residential WeatherSmart™ Program (“Program”) is administered by a third party administrator (“Program Administrator”). The Program Administrator is Ademco Inc., a subsidiary of Resideo Technologies, Inc., a Delaware corporation, having a place of business at 1985 Douglas Drive, Golden Valley, MN 55422, and doing business as Resideo Technologies, Inc.

### **Enrollment Qualifications and Requirements for Participation**

1. Enrollment in the Program must be made on or after April 15, 2021 with remote optimization setback beginning after customer eligibility is confirmed (the “Term”).
2. Program participant must be a Dominion residential customer living in a single-family detached residence, a single-family attached residence (such as a townhome), or a single-family manufactured home (such as a mobile home or modular home) (“Customer”) in North Carolina. The Customer must receive Electric Supply Service and Electric Delivery Service in accordance with a residential rate schedule, such as Schedule 1. Customer must be the party that is responsible for the electric bill and either own the home or otherwise able to secure permission to complete the contemplated Program measures. Customer must have an eligible ENERGY STAR® certified smart thermostat with a confirmed connection to the residence’s wireless internet connection controlling the air conditioner or heat pump system (the “Smart Thermostat”). The list of eligible product manufacturers can be found at [www.DomSavings.com/nc/stats](http://www.DomSavings.com/nc/stats)
3. Customer is eligible to receive a one-time annual rebate per household during the Term of the Program.
4. Customer may opt out of any single remote optimization setback by adjusting their temperature setting on the Smart Thermostat or on its mobile app. Opting out of a single setback will not opt the Customer out of the Program, and the Smart Thermostat will be called on to participate in the next remote optimization setback.
5. This Program allows Dominion to help the Customer manage their daily heating and cooling energy usage by allowing remote optimization of their thermostat operation. This can cause a slight increase or decrease in temperature in the home. Temperature changes are dependent on the home’s characteristics including the year it was built, the efficiency of the air conditioner or heat pump system, energy efficient windows and the amount of insulation. Participation in the Program is not recommended for individuals who have physical or health issues, conditions or other sensitivities related to temperature or humidity or who have appliances or other equipment in the home that may be adversely affected by such temperature changes, humidity or other conditions in the home controlled by their Smart Thermostat.
6. The participating Smart Thermostat must remain connected to the internet and activated with the manufacturer in order for the Customer to remain enrolled in the Program. If disconnection occurs for any of the following reasons, then the Customer must re-apply to the Program to re-enroll.
  - Customer has requested for the Smart Thermostat to be removed from the Program. If there is only one Smart Thermostat enrolled in the Program, this action will terminate the Customer’s enrollment.

- The Smart Thermostat's connection has been severed because it was removed, disabled, or reset on the associated manufacturer's app or because the Smart Thermostat was activated by a different user.
  - The Smart Thermostat has been offline for greater than 30 days.
- The Program Administrator will attempt to notify the Customer when disconnection has been identified.
7. By enrolling in the Program, the Customer will also receive helpful energy-saving recommendations to realize additional energy savings, delivered at several different times each calendar year they remain enrolled. Dominion will use the email address supplied at enrollment to send energy-savings insights in the behavioral savings reports, and the Customer may opt out of receiving the reports without opting out of the remote optimization setback portion of the Program.
  8. Program participation will continue until:
    - the Customer discontinues receiving Electricity Supply Service and Electric Delivery Service from Dominion;
    - the Customer changes accounts (note: it is the responsibility of the Customer to reenroll to continue Program participation under the new account);
    - the customer requests to withdraw from the Program;
    - the Customer's participation is deactivated because of an uncured lapse in connectivity described in paragraph 6 above; or
    - the customer abuses the privileges of participation in the Program, as determined in the sole discretion of the Program Administrator or Dominion.
  9. Dominion and/or its designees including Program Administrators and evaluation contractors reserve the right to review installations to verify completion and measure energy savings to ensure compliance with all Program requirements. Such reviews will be made at a time convenient to the applicant. Denial of such verification or misrepresentation of installation location or measure eligibility may result in forfeiture of the rebate.
  10. Participation must be completed in accordance with all laws, codes and other requirements applicable under federal, state and local authority.
  11. The Customer understands that it may be contacted by Dominion via survey or questionnaire to provide feedback regarding Customer satisfaction with the program.

## **Payment**

1. Payments will be made based on Customer participation each participation year.
2. Payments for the preceding year's participation will be issued in the form of a rebate check payment or bill credit at the conclusion of the 12-month anniversary of the Customer's Program participation year. If the customer has a lapse in enrollment greater than 30 days, then their anniversary date is calculated using the latest enrollment date.
3. Payments will be credited to the Customer's account holder on record with Dominion.
4. To receive payment, a customer must be participating in the Program for a 12-month period in a given participation year. A customer requesting to withdraw from the Program before the end of the participation year will forfeit payment for that year in which the Customer partially participated.
5. One incentive payment will be made per account, regardless of quantity of Smart Thermostats enrolled in the Program at the residence.
6. Customer is urged to seek appropriate consultation concerning any tax liabilities that could be associated with the receipt of rebates and any other Program benefits.

## Termination & Withdrawal

1. Dominion and/or the Program Administrator may unilaterally remove any Customer from the Program based upon level of participation (such as being offline for prolonged periods or for lack of participation) or for any other reason without notice, liability or penalty. A notice will be sent to Customer after they have been removed from the Program.
2. Customer is not required to participate in the Program and may withdraw from the Program at any time by sending its withdrawal request to the Program Administrator via email at [energysupport@resideo.com](mailto:energysupport@resideo.com).

## Other Requirements

1. Program procedures, requirements and rebate levels are subject to change or cancellation without notice and are subject to Program funds being available and regulatory approval.
2. Dominion, its parents, subsidiaries, employees, affiliates and agents assume no responsibility for, and make no representations (express or implied) about, the performance of the equipment or equipment warranty for equipment supplied or serviced by, the quality of the work or labor performed by, the quality of the materials supplied by, and/or the acts or omissions of itself, Program Administrator, or any participating contractor.
3. By participating in this Program, the Customer hereby agrees to the Program Administrator's EULA and Privacy Policy, available at <https://connectedsavings.com/eula> and <https://connectedsavings.com/privacy-overview/privacy-policy/> (respectively) or such other location as notified by the Program Administrator on its website. Customer 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 Customer's consent. As between Customer and Program Administrator, such EULA and Privacy Policy apply to all matters arising out of or in connection with the 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 Terms & Conditions and such EULA and/or Privacy Policy, as between the Customer and the Program Administrator such EULA and/or Privacy Policy shall control to the extent required to resolve such conflict or inconsistency.
4. By participating in this Program, the Customer hereby agrees to indemnify, defend and hold harmless Dominion, its parents, subsidiaries, employees, affiliates, contractors, and agents from any and all liability associated with the Program. Dominion shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from participation in this Program.
5. Dominion or the Program Administrator may send Participant emails, text/SMS and other notifications related to the Program, including notifications about enrollment status and Program-related adjustments to thermostat settings.
6. Dominion retains all rights to energy and demand savings resulting from measures installed under this Program for a maximum of four years. Dominion has the exclusive right to enroll, nominate, or offer a bid for energy or demand reductions resulting from measures installed under this Program into load management programs, demand response programs, or auctions operated by PJM Interconnection, L.L.C. ("PJM"), the regional electric transmission organization of which the Company is a member. Customer's participation in this Program means that the Customer is consenting to Dominion sharing the Customer's pertinent information with PJM, Dominion's agents,

and any participating contractors, including, but not limited to, the Program Administrator, its implementing contractors, and its measurement and verification vendor. Pertinent Customer information includes, but is not limited to, energy usage and billing information, account holder name, address, email address, other contact information, thermostat runtime data, thermostat serial number, measures installed, period of installation, demand/energy reductions resulting from measures installed under this Program and the technical basis for such reductions, loss factors, coincidence factors, interactive factors, building type, type of appliance at the home, and other information necessary to implement and monitor the Program, including other information as required by PJM or any other regulatory authority.

7. These Program specific terms and conditions are in addition to the terms and conditions of service currently on file with the North Carolina Utilities Commission and contained in any agreement between the Customer and a Program vendor. To the extent there is any conflict among such terms and conditions, these Program specific terms and conditions shall control.