

## **Santee Cooper Empower SmartRewards™ Program**

### ***Terms and Conditions***

Thank you for your interest in participating in the Santee Cooper (S/C) Empower SmartRewards Program (“Program”). This Demand Response (DR) Program provides an opportunity for customers to play a significant role in the operation of the electric grid by reducing or shifting their electricity usage during periods of peak demand or system constraints. Empower SmartRewards eases strain on the power grid during periods of high demand or system constraints by temporarily reducing the use of heating and cooling system(s) and electric water heater(s). Easing peak demand enables S/C to continue to provide reliable, greener, and low-cost power. S/C is offering incentives to customers who enroll in this Program to allow us to cycle your residential heating and cooling system(s) and/or electric water heater(s) during these times. Participants will be given financial incentives in exchange for volunteering to have a switch installed near their heating and cooling system(s) and/or electric water heater(s).

These *Terms and Conditions* apply to the S/C Program:

The Terms of Use (“Terms”) is a legal agreement between you and S/C governing your participation in the Program. By enrolling, the participant is agreeing to comply with, and be bound by, these terms. In the case of inconsistencies between these Terms and information included in any other materials related to the Program (i.e., promotional materials and mailers), these Terms will always govern and take precedence.

Visit [www.santeecooper.com/SmartRewards](http://www.santeecooper.com/SmartRewards) or call 833.493.1038 for additional information about this Program.

#### **Enrollment Eligibility**

To be eligible to participate in the Program, applicants must be a S/C residential customer living in a single-family dwelling with electric heating and cooling system(s) and/or electric water heater(s) that are at least 30 gallons in capacity. Equipment must be in acceptable working condition. Prepay customers cannot participate at this time, and participants must be current on their electricity bills.

Customers who do not own their home but live in a separately metered residence may participate in the Program if their landlord agrees to, and signs, the *Landlord’s Consent Form*.

Participation in the Program is not recommended for individuals who have health issues, physical conditions, or other sensitivities that could be adversely impacted by minimal changes in indoor temperature.

#### **Program Event Description**

During an event, S/C will cycle your heating and cooling system(s) and/or electric water heater(s) off and on for brief intervals. A participant’s event will last no more than 4 hours.

#### **Rewards**

Rewards will be based on participation and will appear as a line item on the participant’s electricity bill. In connection with the Program, S/C may provide other offers or incentives to participants. Participants must currently have an electric service account at the location where

the device is installed to be eligible for the bill credit. If the participant no longer has an electric service account at the location of the device, the Participant is no longer eligible for the bill credit and will be administratively disenrolled from the program. Notwithstanding the foregoing, the Participant may receive any bill credit earned prior to discontinuing the electric service account at the location of the device, and after discontinuing such service, but the Participant must send a forwarding address to Santee Cooper at [smartrewards@santeecooper.com](mailto:smartrewards@santeecooper.com).

### **Rewards for participation**

A participant may at any time request to opt out of a non-emergency event. Each participant may opt out of up to **two non-emergency events per season**. The most current list of months in each season is located on our website at [www.santeecooper.com/smartrewards](http://www.santeecooper.com/smartrewards) under the FAQs. If the participant opts out of more than two events per season, the participant will no longer be eligible for the Program's annual bill credit but will remain an active participant.

To receive the annual bill credit, a participant must be active in the Program for a 12-month period. A participant requesting to withdraw from the Program before the end of the 12-month period will not be eligible for the annual bill credit.

### **Participant Information**

By agreeing to these Terms and Conditions, you are authorizing and acknowledging that S/C may share, duplicate, disseminate, release and disclose participant's information with S/C agents, contractors, or measurement and verification vendor to support program operations. Pertinent participant's information includes, but is not limited to, account holder name, address, other contact information, type of heating and cooling system at the home, and other information necessary to implement and monitor the Program.

### **Fraud**

Participant represents and warrants that he/she is eligible and authorized to participate in the Program, and that their participation in the Program will not result in the violation or breach by Participant of law, Participant's contractual obligations, or other duties to or rights of any third party. Any person who knowingly files an application containing any materially false information or who purposely or misleadingly conceals information subjects such person to criminal and civil penalties. Any and all funds determined to have been acquired on the basis of inaccurate or fraudulent information must be returned to Santee Cooper. This section shall not limit other remedies that may be available for the filing of a false or fraudulent application, including, but not limited to, referral to law enforcement authorities.

### **Project Installations**

S/C must have safe access to and safe working conditions at and around the heating and cooling systems, electric water heaters, and related equipment. S/C reserves the right to discontinue a customer's participation in the Program if such access is not granted.

S/C retains the right to deny participation to customers in the event of safety, technical, or mechanical issues with the residence, the heating and cooling system(s) and/or electric water heater(s).

Switches will be installed near all heating and cooling system(s) and/or electric water heater(s) at the participant's premises.

## **Events**

When deemed appropriate, S/C will activate the switches. This time period is often referred to as an “event.”

During an event, your heating and cooling system(s) and/or your electric water heater(s) will cycle on and off for brief intervals and return to normal operation when the event has ended.

In addition, during a system emergency, S/C reserves the right to call an emergency event at any time.

Participating customers can contact the Empower SmartRewards call center at any time to withdraw from the Program. Withdrawal from the program will impact your reward eligibility.

## **Switches**

By participating in the Program, you hereby grant S/C ability to remotely access and cycle your heating and cooling system(s) and/or electric water heater(s) at the address you are enrolling in the Program. The switch remains the property of S/C.

You agree to allow S/C, or its affiliates, access to your facilities for the purpose of confirming your participation in the Program, inspecting, or installing equipment for the Program and verifying the demand reduction achieved through the Program. You agree to cooperate with S/C as necessary.

## **Program Communications**

Participant agrees to receive program communications and to provide and maintain valid contact information for such communications.

## **No Warranties**

Except as provided herein, **SANTEE COOPER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, WHETHER STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## **Limitation of Liability**

S/C SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO ANY PERSON OR PROPERTY WHATSOEVER, RESULTING DIRECTLY OR INDIRECTLY FROM THE USE, MISUSE, OR PRESENCE OF THE HEATING AND COOLING SYSTEM(S) AND/OR ELECTRIC WATER HEATER SWITCH(S), OR FOR ANY LOSS OR DAMAGE RESULTING FROM THE PRESENCE, CHARACTER, OR CONDITION OF THE PARTICIPANT'S EQUIPMENT OR ANYTHING RELATED TO THE PARTICIPANT'S EQUIPMENT OR FOR THE INSPECTION OR REPAIR THEREOF. THE PARTICIPANT MAINTAINS ALL RESPONSIBILITY FOR THE MAINTENANCE AND REPAIR OF THE PARTICIPANT'S OWN EQUIPMENT. SHOULD THE PARTICIPANT REPORT ISSUES WITH THE SWITCH, S/C, ITS AFFILIATES, CONTRACTORS, AND SUBCONTRACTORS WILL RESPOND FOR THE PURPOSE OF CORRECTING SUCH ISSUES AS MAY BE RELATED TO THE SWITCH. S/C RETAINS

RESPONSIBILITY ONLY WITH RESPECT TO THE SWITCH AND WITH ANY OTHER ASSETS OR PROPERTY OWNED BY S/C.

S/C WILL NOT PROVIDE SERVICE OR MAINTENANCE FOR THE PARTICIPANT'S HEATING AND COOLING SYSTEM(S) AND/OR ELECTRIC WATER HEATER(S) AS A PART OF THIS PROGRAM.

SANTEE COOPER IS LIMITED TO THE AMOUNT OF INCENTIVES APPROVED IN ACCORDANCE WITH THE PROGRAM, AND SANTEE COOPER, ITS AFFILIATES, CONTRACTORS, AND SUBCONTRACTORS AND THEIR RESPECTIVE DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE TO THE PARTICIPANT OR ANY OTHER PARTY FOR ANY OTHER OBLIGATIONS.

S/C SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, UNDER ANY THEORY OF RELIEF, INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN THE EMPOWER SMARTREWARDS PROGRAM. THE PARTICIPANT'S EXCLUSIVE AND SOLE REMEDY IS A) REPAIR OR REPLACEMENT OF THE SWITCH/SWITCHES THAT ARE CONNECTED TO YOUR HOME'S HEATING AND COOLING SYSTEM(S) AND/OR ELECTRIC WATER HEATER(S) OR B) VOLUNTARILY DISCONTINUE PARTICIPATION IN THE EMPOWER SMARTREWARDS PROGRAM.

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.

### **Indemnification**

Participant will indemnify and hold harmless S/C and its affiliates, subsidiaries, joint ventures, officers, directors, employees, contractors, subcontractors, agents, successors, and assigns (collectively the "Indemnified Parties") from and against any and all liability claims and demands, including any damages, losses, liabilities, or expenses (including without limitation court costs and reasonable attorneys' fees) arising out of Participant's act or omission. This includes any and all actions or claims in regard to the installation, operation, and disposal of equipment (and related materials) covered herein including liability from incidental or consequential damages. Notwithstanding the foregoing, this indemnification is in addition to any indemnity and/or insurance obligations between the Participant and the Indemnified Parties.

### **Governing Law**

The laws of the State of South Carolina shall govern the interpretation, validity, and effect of these *Terms and Conditions*, the parties' performance thereunder, and all matters incident thereto without giving effect to any conflict of laws or principles that may require the application of the law of another jurisdiction. Any legal action associated with the Program must be initiated with a South Carolina circuit court of competent jurisdiction.

## **Program Changes**

S/C reserves the right to change or cancel the Program or its *Terms and Conditions* at any time without notice.

Program participation will continue until:

- The participant discontinues receiving electricity supply service and electric delivery service from S/C.
- The participant changes accounts (note: it is the responsibility of the participant to re-enroll to continue participation under the new account).
- The participant requests to withdraw from the Program.
- The participant fails to provide adequate and safe access and safe working conditions at and around the heating and cooling system(s) and/or electric water heater(s) and related equipment; or
- The participant abuses the privileges of participation in the Program. Participants requesting to withdraw from the Program, for any reason other than to move to a different residence, must wait at least sixty (60) days before being considered for reinstatement.

## **Termination**

Termination by S/C: S/C may terminate the Program, or your participation in the Program, at any time, with or without cause, by providing you with written notice of such termination, which may be via email.

Termination by Participant: You may terminate your participation at any time and for any reason by sending an email to [SmartRewards@santeecooper.com](mailto:SmartRewards@santeecooper.com) or calling 833-403-1038.

## **Rights for Termination**

Upon termination, all rights granted to you by these Terms will immediately cease. S/C is not liable to you or any third party for termination of the Program or your participation in the Program.

S/C has the right to modify this Program or to terminate this Program.

## **Entire Agreement**

These Terms are the entire and exclusive agreement between S/C and you regarding the Program and supersede and replace any prior agreements regarding the same.

The terms set forth herein constitute a complete statement of the *Terms and Conditions* applicable to the Program and supersede all prior representations or understandings, whether written or oral. Santee Cooper, its affiliates, contractors, subcontractors, employees, and agents shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind that is not set forth herein.

## **Severability and Waiver**

In the event that any provision to these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of S/C to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have questions about these Terms, please email [SmartRewards@santecooper.com](mailto:SmartRewards@santecooper.com).

## **Dispute Resolution.**

- (a) If you believe that S/C has not adhered to these Terms, please contact us at [SmartRewards@santecooper.com](mailto:SmartRewards@santecooper.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.
- (b) In the event of any dispute, difference or question arising between the Parties in connection with this Agreement, the construction thereof, or the rights, duties or liabilities of either Party, and which dispute cannot be amicably resolved pursuant to subsection (a) above by the good faith efforts of both Parties, then such dispute shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration panel shall be composed of three arbitrators, one of whom shall be chosen by S/C, one by Participant, and the third by the two so chosen. If both or either of Participant or S/C fails to choose an arbitrator or arbitrators within fourteen (14) days after receiving notice of commencement of arbitration or if the two arbitrators fail to choose a third arbitrator within fourteen (14) days after their appointment, the then President of the American Arbitration Association shall, upon the request of both or either of the Parties to the arbitration, appoint the arbitrator or arbitrators required to complete the board or, if he/she shall decline or fail to do so, such arbitrator or arbitrators shall be appointed by the American Arbitration Association. The decision of the arbitrators shall be by majority vote and, at the request of either Party, the arbitrators shall issue a written opinion of findings of fact and conclusions of law. Costs shall be borne as determined by the arbitrators. Unless the Parties to the arbitration shall otherwise agree to a place of arbitration, the place of arbitration shall be in South Carolina, U.S.A. The arbitration award shall be final and binding upon the Parties to such arbitration and may be entered in any court having jurisdiction.

## **Contact and Correspondence Information**

Email: [SmartRewards@santecooper.com](mailto:SmartRewards@santecooper.com)

Phone: 833-403-1038

## **Acceptance of Terms and Conditions**

I certify that:

1. I have read, understand, and agree to be bound by and comply with the terms set forth herein.
2. The information provided to Santee Cooper during the enrollment process is accurate and complete, and I will notify Santee Cooper immediately of any changes to the information.

---

**Participant's Signature**

---

**Date**