

## **GridSavvy Rewards Electric Vehicle Terms and Conditions**

Welcome to Sonoma Clean Power (SCP) GridSavvy Rewards (“Program”). This Program compensates Participants for enrolling eligible electric vehicles (EVs), or EV chargers, to be managed remotely at a regular private charging location (such as a home or workplace) . The purpose of the program is to optimize charging within the available time set by the Participant, to reduce the strain on the electric grid, and to increase charging when renewable energy supply is available.

Participation in SCP GridSavvy Rewards is legally bound by and subject to the following terms and conditions. SCP Customers whose application to enroll in this program is accepted by SCP (“Participants”) agree to comply with these terms and conditions and certify that they are eligible to participate in the program. These terms and conditions do not alter any other terms for other programs or services the Participants receive from SCP.

1. Only current SCP electric customers with an active electricity account (“Customers”) are eligible to participate in GridSavvy Rewards and receive Enrollment Incentives, Bill Credits, and Daytime Charging Incentives. Participants must not be enrolled in another demand response program outside of the GridSavvy Rewards Program options.
2. In order to participate in the Program, Participant must download and use a mobile application (“App”) developed by SCP’s Program Implementer, ev.energy. The App is updated from time to time and is owned and operated by ev.energy. SCP is not a party to the Participant agreement with ev.energy, makes no representations or warranties regarding the App, and disclaims all liability resulting from Participant’s use of App. Participant must agree to the Terms of Service and Privacy Policy of ev.energy in order to use the Application. The Policy and Terms of Service may be found at <https://www.ev.energy/terms> and <https://www.ev.energy/privacy> and may be updated from time to time.
3. Upon enrolling their eligible EV or charger in GridSavvy Rewards and completing at least one successful smart charge managed by SCP’s Program Implementer, SCP will provide a one-time Enrollment Incentive to the Participant. There is a limit of one enrollment incentive per customer. This incentive will be paid through Venmo or PayPal. Participants must enter their payment information in the SCP’s Program Implementer app to receive payments.
  - a. Participants who complete at least one successful smart charge per calendar month at their registered location are eligible for a monthly Bill Credit on their electricity bill. Depending on billing cycles, it may take up to 3 months to apply the Bill Credit
  - b. Daytime Charging Events are determined at SCP’s sole discretion to align with times when renewable energy is most abundant on the grid (which is typically between 10am and 3pm). Participants can earn additional monthly Daytime Charging Incentive by charging their electric vehicles during at least three designated Daytime Charging Events in a calendar month. Daytime Charging Incentives will be paid at least 2 times each year (typically in December and June) by SCP’s Program Implementer via Venmo or PayPal. Participants must enter their payment information in SCP’s Program Implementer app to receive payments.
    - i. When possible, SCP will, but is not required to, optimize charging and schedule Daytime Charging Events to align with the Participant’s rate schedule.

- ii. For more information on how events will be communicated and how a Participant may override Events, see the Program FAQs at:  
<https://sonomacleanpower.org/programs/electric-vehicles>.
  - c. Additional statewide Flex Alert Energy Saving Events may be issued in response to a Flex Alert requested by the California Independent System Operator (CAISO). A Flex Alert is issued when the demand for electricity is anticipated to exceed supply which can cause stress to the electricity grid and affect grid reliability. These events may last up to 5 hours.
4. Participants enrolled in the Electric Vehicle option through GridSavvy Rewards may participate in multiple GridSavvy Rewards Program options simultaneously. Please see the SCP GridSavvy Rewards website <https://sonomacleanpower.org/gridsavvy-rewards> to view all Program options. For Participants enrolled with Alerts and Electric Vehicles, Reward Payments earned through Alerts can be stacked with Participation Incentives earned through the Electric Vehicle Program option. SCP reserves the right to automatically enroll customers in the ChargeWise CA program.
5. Incentive Payments are only available while program funds last and SCP may discontinue the incentive program or change the amount of incentive payments at any time without notice for future Participants. For avoidance of doubt, Incentive Payments shall continue for existing Participants in accordance with the terms of the Participant Agreement during the term thereof.
6. SCP reserves the right to withhold Incentive Payments and recover the amount of any Incentive Payments already issued for any Equipment installed outside of the SCP electric account service address or for any Participant's deemed to be violating the terms, conditions, and restrictions of the program.
7. Enrollment Incentives and/or Participation Incentives are subject to change.
  - a. Enrollment Incentives are only available for eligible Equipment to Program Participants.
  - b. Participation Incentives are available for Participant's who enroll in GridSavvy Rewards and allow SCP, or SCP's designated Service Provider, or agents, to directly control their Equipment to optimize charging within the Participant's smart schedule and in response to Energy Saving Events and Daytime Charging Events.
8. The Participant is responsible for any income taxes and other applicable taxes that may apply for amounts received under this Program.
9. The Participant is solely responsible for purchasing, maintaining and using at their own expense all utility, Wi-Fi, access to the internet, communications and other equipment and devices necessary to participate in the Program.
10. Restrictions. In connection with Participant's participation in GridSavvy Rewards, Participant agrees that they will not:
  - a. Use the Program for any unlawful purpose;
  - b. Take any action that imposes or may impose (in SCP's sole discretion) an unreasonable or disproportionately large load on our (or our third-party providers') infrastructure or that otherwise interferes with the proper working of the Program;
  - c. Infringe or violate the intellectual property rights or any other rights of SCP, and its members, employees, Service Provider, or agents;
  - d. Use the Program in a manner that is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;

- e. Jeopardize the security of their account or anyone else's (such as allowing someone else to log in to their account as them); or
- f. Decompile, reverse engineer, or otherwise attempt to obtain the source code or underlying ideas or information of or relating to the Program.

A violation of any of the foregoing is grounds for termination of a Participant's right to use or access the Program.

11. The Participant is solely responsible for Equipment installation and installation costs where applicable (e.g. Bring your own equipment program).
12. It is the Participant's sole responsibility to determine the suitability of any Equipment to their needs, and to ensure that they understand the limitations of any warranty or guarantee provided by the manufacturer.
13. In no way does this release and disclaimer the Equipment manufacturer from its obligations under any warranty or guaranty provided by the manufacturer.
14. Enrollment and participation in GridSavvy Rewards requires the Customer to agree to the Sonoma Clean Power GridSavvy Rewards Participation Agreement. More information is available in the Sonoma Clean Power– GridSavvy Rewards Participation Agreement and FAQs at <https://sonomacleanpower.org/gridsavvy-rewards>. In the event of any conflict with these terms and conditions and the Participation Agreement, the Participation Agreement shall apply.
15. SCP GridSavvy Rewards terms and conditions are subject to change without prior notice. SCP will make commercially reasonable efforts to notify GridSavvy Rewards participants via email within ten (10) days of any updates to the Program terms and conditions. Participant is responsible for notifying SCP of any changes to Participant's current email address to assure timely receipt of Program communication and changes to the Program terms & conditions. Any updates to GridSavvy Rewards terms and conditions will also be available on the SCP GridSavvy Rewards website <https://sonomacleanpower.org/gridsavvy-rewards>.
16. Collection and Use of Participant Data. By participating in GridSavvy Rewards, the Participant authorizes SCP and ev.energy to access data from the Participant's connected hardware (vehicle telematics and/or smart charger), including but not limited to vehicle make/model, charger make, charger serial number, energy and charge reporting, GPS vehicle tracking, and similar data ("Collected Data") and sharing Collected Data with ev.energy for the sole purposes of evaluating and conducting the Program. Collected Data may be aggregated and submitted by SCP to the California Air Resources Board ("CARB") to leverage Low Carbon Fuel Standard ("LCFS") crediting in order to reinvest back into transportation electrification efforts. SCP may also submit Participant's DMV data (such as vehicle identification number) to CARB for the purposes of LCFS crediting. Participant consents to SCP accessing, using, disclosing and sharing Participant Data with SCP Providers and third parties for the purposes of determining Participant eligibility in the Program. Subject to applicable laws, Participant consents to SCP and ev.energy accessing, using, disclosing and sharing Participant Data for the purposes of performing their obligations under the Agreement and applicable law, including improving the Program. SCP and the ev.energy will use Participant Data to send emails and other notifications related to the Program, including emails regarding enrollment status. Messaging and data charges may apply. SCP's access, use, and sharing of Participant Data in connection with this Program are subject to the SCP's Privacy Policy available at [www.sonomacleanpower.org/privacy-policy](http://www.sonomacleanpower.org/privacy-policy). The Participant may revoke this consent by providing written notice to [programs@sonomacleanpower.org](mailto:programs@sonomacleanpower.org). However, such revocation will be deemed to be a request to withdraw from the Program.



ev.energy's access, use, and sharing of Participant Data in connection with this Program are subject to the ev.energy Privacy Policy available at <https://www.ev.energy/privacy>.

All Service Provider or agents are required to sign non-disclosure agreements and required to comply with California Public Utilities Commission Decision 12-08-045 and associated regulatory authority pertaining to customer privacy protections. Participant Data is used to verify that Customers are eligible to participate in the GridSavvy Rewards program and to evaluate historical energy use and energy use during Energy Saving Events. SCP will handle the collection and use of Participant Data in compliance with its privacy policy. Participant agrees to provide access to its data during the entirety of the Customer's participation in a Sonoma Clean Power Program option.

For more information, please contact SCP by email at [programs@sonomacleanpower.org](mailto:programs@sonomacleanpower.org).

*///End of GridSavvy Rewards Electric Vehicle Terms & Conditions///*