

Terms and Conditions

ELIGIBILITY: Open to all Pepco Maryland residential rate classes. Customer must be named on the Pepco account. Customer must have a central air conditioner and/or heat pump. Customer must have a smart thermostat that can be controlled by Pepco's demand response management system. A list of qualifying smart thermostat models is available [here](#). Customer must have the smart thermostat enrolled in the Energy Wise Rewards Bring-Your-Own-Device ("BYOD") Program. Customer must maintain a Wi-Fi connection with the smart thermostat.

DEVICES: Customer may enroll an installed, in-use, and program-eligible smart thermostat in the BYOD Program to be controlled by Pepco during conservation periods. Pepco will provide Customer bill credits for one smart thermostat for each air conditioning unit or heat pump on the premises.

CREDITS: Pepco will apply an \$8 Annual Reward Credit to Customer's bill each month, June through October, for each smart thermostat enrolled in the BYOD Program. Customer can receive up to \$40 in bill credits each year Customer participates in the BYOD Program. Pepco may modify the incentive structure at any time.

PARTICIPATION: Customer must maintain a Wi-Fi connection with the smart thermostat to participate in conversation periods. If the smart thermostat is not connected to Wi-Fi for an extended period of time, Pepco may unenroll the smart thermostat and the customer from the program. Customer will have the right to terminate participation in the BYOD Program at any time by calling Customer Support at 1-866-353-5798 or contacting PepcoTStatOpt@icf.com. If Customer ceases to participate in the program, Pepco will unenroll the smart thermostat in the operational and billing systems effective immediately. The smart thermostat will no longer participate in conservation periods and Customer will no longer receive bill credits.

CONSERVATION PERIODS: Conservation periods will occur during the summer, generally June through September, on designated Peak Savings Days. Conservation periods typically occur between noon and 8 p.m., and usually last 3–6 hours. During a Peak Savings Day conservation period, Pepco will post information on pepco.com, and Customer will be notified through the smart thermostat or its mobile application, and/or by the Company via phone call, email, or text, as selected by Customer in My Account. There is no limit to the number of Peak Savings Days Pepco can call each year, but Customer can expect five or fewer conservation periods a year. Participating Customers may experience a temperature increase during a summer conservation period. Variables such as insulation, shaded windows, the use of ceiling fans, and the amount of foot traffic, all can also affect the temperature. Customer may opt out of up to two Peak Savings Day conservation periods a year. Customer opts out by adjusting the temperature set point on the smart thermostat or within its mobile app. PJM* could require a Priority Peak Day, a mandatory conservation period, for reliability reasons any time of year, and Pepco may control the air conditioner or heat pump to comply. The conservation period will last until the situation is resolved. Pepco cannot state how long it will last. Customer may not opt out of a Priority Peak Day.

CUSTOMER AGREEMENT:

- BY PARTICIPATING IN THE ENERGY WISE REWARDS BRING-YOUR-OWN-DEVICE PROGRAM ("THE PROGRAM"), YOU CERTIFY THAT YOU ARE A NAMED PEPCO ACCOUNT HOLDER, AND YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE CONTACT A PEPCO REPRESENTATIVE TO REQUEST THAT YOUR NAME BE REMOVED FROM THE PROGRAM.
- Pepco (or its Contractor) will enable the smart thermostat to be controlled under the Program.
- The smart thermostat will remain your property. Customer agrees to notify Pepco if Customer disconnects or removes the smart thermostat. You may not assign or otherwise transfer this Agreement. PEPCO WILL NOT BE LIABLE TO YOU 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 YOUR PARTICIPATION IN THE PROGRAM.
- You understand that Pepco assumes no responsibility for and shall have no responsibility for the condition or repair of your central air conditioner or other appliances. You understand that you are responsible for the repair and maintenance of your equipment, appliances, and systems.
- THE PROGRAM IS PROVIDED "AS IS." YOU UNDERSTAND AND ACKNOWLEDGE THAT PEPCO MAKES NO REPRESENTATION OR WARRANTIES ABOUT THE PROGRAM, WHICH IS 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. PEPCO DISCLAIMS ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW.
- You agree to hold harmless, defend, and indemnify Pepco and its subsidiaries, affiliates, officers, agents, and employees, from and against any third-party claim arising from or in any way related to your improper use of the smart thermostat or your participation in the Program, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorney's fees, of every kind and nature. In such a case, Pepco will provide you with written notice of such claim, suit, or action.
- This Agreement constitutes the entire agreement between you and Pepco concerning your participation in the Program. No undertaking, representation, or warranty made by any agent or representative of Pepco in connection with the Program or smart thermostat will be binding on Pepco except as expressly included herein.

*PJM is the organization that manages the generation and transmission of electricity for all residents of the Middle Atlantic Region and portions of the Midwest. PJM determines when operating conditions are approaching the limits of the system and what actions are to be taken to avoid blackouts or other system emergencies potentially affecting large areas. PJM schedules all power plant and load management operation through an auction mechanism to obtain lowest reasonable cost of electricity for supply to electric utility customers in the region. Individual customers may also contract with independent generating companies for a portion of their electric supply, such as for renewable energy, but delivery of their energy across the regional grid is coordinated through the PJM operation control center to maintain system stability for all areas within our region.

Terms and Conditions

CUSTOMER AGREEMENT (continued):

8. You understand that Pepco reserves the right to modify the terms of the Program, and notify you of such Program modification. Your continued participation in the Program following notice of such change shall be considered acceptance.
9. Pepco may assign or delegate any of its rights or obligations under this Agreement to independent contractors or other third-party organizations.
10. The above provisions regarding events beyond Pepco'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 you and Pepco as a result of this Agreement.

For answers to your questions about the Energy Wise Rewards Program, please call 1-866-353-5798 or visit pepco.com/rewards.