



Last Revised Date: January 4, 2021

These Terms & Conditions govern Portland General Electric Company's ("PGE") Residential Electric Vehicle Charging Pilot Program (the "PGE EV Pilot"). By submitting the signed Installation Rebate form, Participant acknowledges that Participant has read, understands, and agrees to these PGE Terms & Conditions. This PGE EV Pilot is offered on a first come, first-served basis from Oct. 23, 2020, through Feb. 22, 2024. New enrollment for rebate applications will close on September 30, 2023, or when the PGE EV Pilot reaches 5,000 participants, whichever comes first. These Terms & Conditions may be altered, changed, modified, or assigned by PGE at any time without notice.

## Eligibility requirements

To be eligible to participate in the PGE EV Pilot, Participant must adhere to the following conditions for the duration of the PGE EV Pilot and at Participant's sole expense:

- Be a residential PGE customer with an active utility account.
- Own or lease a plug-in hybrid electric vehicle or a battery-powered electric vehicle.
- Purchase and install an electric vehicle charger ("EV Charger") from PGE's Qualified Products List ("QPL") at the service address.
- To qualify for the Standard Installation Rebate or the Income-Eligible Installation Rebate, the EV Charger must be purchased and installed on or after the EV Charger model has been added to the QPL.
- To qualify for the Bring Your Own Charger ("BYOC") Rebate, the EV Charger model must be listed on the QPL at time of submission.
- Allow PGE to automatically enroll the Participant in PGE's demand response program ("Smart Charging Program").
- For PGE Peak Time Rebate participants, allow PGE to automatically unenroll the Participant from PGE's Peak Time Rebate program.

## Smart charging participation qualification requirements

- The Smart Charging Program's seasons run from October 1 to March 31 and April 1 to September 30.
- The EV Charger must be connected to the internet 50% of the time per season.
- The EV Charger must participate in a minimum of three (3) Smart Charging Program Events per season.
- The EV Charger must complete 13 active charging sessions per season.

*If Participant moves to a different residence, Participant may continue to participate in the PGE EV Pilot if the new residence meets the above eligibility requirements and Participant participates in the Smart Charging Program, but Participant will not qualify for additional installation or BYOC rebates.*

## Smart charging program events

- By agreeing to be enrolled in the PGE Smart Charging Program, Participant authorizes PGE to automatically adjust the qualifying EV Charger's charging speeds and charging times. During Smart Charging Program Events, PGE may cause the EV Charger to reduce charging speeds or stop charging during the Event period. PGE will use commercially reasonable efforts to notify Participant prior to an Event. In an emergency, PGE may deploy an Event without notice if deemed necessary.



- PGE may call Events at any time of day, Monday through Friday.
- PGE will not call Events on holidays.
  - Identified holidays are: New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), The Day After Thanksgiving Day (fourth Friday in November) and Christmas Day (Dec. 25).
  - If a holiday falls on a Saturday, the preceding Friday will be designated as the holiday.
  - If a holiday falls on a Sunday, the following Monday will be designated as the holiday.
- Participant may override Event participation at any time.

## Rebates and rewards

- Rebates and rewards are provided solely by PGE.
- Participant must meet all qualification requirements listed on the PGE EV Pilot website to qualify for a rebate.
- PGE will pay a Standard Installation Rebate of up to \$500 (capped at the total price paid plus qualifying expenses) to eligible Participants who complete the enrollment process and meet the Eligibility Requirements.
- Participants who meet the Income-Eligible Installation Rebate requirements listed on the PGE EV Pilot website may qualify for a rebate of up to \$1,000 (capped at the total price paid plus qualifying expenses).
- Qualifying expenses include EV Charger product cost, installation, labor and material costs, and applicable permitting costs.
- PGE will pay a \$50 BYOC Rebate to Participants who purchased and installed their qualifying EV Charger prior to the model being added to the Qualified Products List.
- Participants can expect to receive the Installation Rebate payment 4–6 weeks from the completion of enrollment.
- PGE will issue a \$25 Smart Charging Participation Reward (alternatively referred to herein as the “reward(s)” or “on-bill credit”) at the end of each Smart Charging Program Season via an on-bill credit. Participation requirements are listed on the PGE Pilot website.
- Participants can expect to receive an on-bill credit on their next PGE bill following the completed season.
- Rebates and credits will be issued to the name listed on the Installation Rebate application unless otherwise directed.
- Participant may qualify for Installation Rebates and rewards on up to two (2) unique EV Chargers per service address. Qualifying EV Chargers may qualify for one Installation Rebate per enrollment and one reward per season.
- PGE may offer alternative rebate or reward structures in lieu of the rebates or rewards described above.

## Information sharing

Participant agrees that:

- PGE may send Participant emails, text/SMS, and other notifications related to the PGE EV Pilot, including notifications about enrollment status and PGE EV Pilot-related adjustments to EV Charger's settings.
- PGE may send Participant emails related to the fulfillment of rebates or rewards.
- The Original Equipment Manufacturer (“OEM”) will collect certain information regarding Participant needed for Participant's enrollment and participation in the PGE EV Pilot and Participant's EV Charger's energy



usage information, including but not limited to charging patterns (start date and time, duration of charging), demand response opt-out and EV Charger connectivity (collectively “Participant Information”). PGE may use Participant Information in order (a) to operate, administer, market, evaluate, analyze, change or improve the PGE EV Pilot, (b) to prepare and present general, aggregated or anonymized results and information about the PGE EV Pilot to third parties, including governmental entities such as the electricity system regulatory bodies and (c) for PGE to understand and evaluate participant habits and to inform the development and creation of utility programs and load planning. PGE may also use and publish information regarding your participation in the PGE EV Pilot and your use of the EV Charger so long as the information is presented in an anonymized, aggregated format (i.e., in a manner that does not identify you).

- If PGE cannot collect the Participant Information, Participant may not be eligible to participate in the PGE EV Pilot and may not qualify for PGE EV Pilot rebates or rewards.

## Termination/withdrawal

- PGE reserves the right to unilaterally remove any Participant from the PGE EV Pilot based on level of participation (such as being offline for prolonged periods or for lack of Event participation) or for any other reason without liability or penalty. A notice will be sent to Participant within one (1) business day of removal from the PGE EV Pilot.
- Participants may unenroll from the PGE EV Pilot without penalty after participating in the Smart Charging Program for a minimum of one (1) year. If unenrolling prior to completing the one (1) year of Smart Charging Program participation, Participant may be required to pay back some or all of the Standard Installation Rebate, Income-Eligible Installation Rebate, BYOC Rebate, or Smart Charging Program Participation Reward.
- Participant may unenroll from the PGE EV Pilot by emailing [resevcharging@pgn.com](mailto:resevcharging@pgn.com).
- These Terms & Conditions may be altered, changed, modified or assigned by PGE at any time with or without notice to Participant. Rebates or rewards available under the PGE EV Pilot may be changed, modified, substituted, replaced, ceased, or terminated at any time at PGE’s sole discretion with or without notice to Participant. Participant’s continued participation in the PGE EV Pilot constitutes Participant’s acceptance of any and all such changes, replacements, assignments or terminations.
- In the event that the rebate amount changes during the course of the PGE EV Pilot, the application submission date will be used to determine equipment eligibility and rebate amount.
- In the event that the reward amount changes during the course of the PGE EV Pilot, the Event season will be used to determine participation eligibility and the revised reward amount.

## DISCLAIMER OF LIABILITY; LIMITATION OF LIABILITY

THE PGE EV PILOT IS PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. PARTICIPANT ASSUMES ALL RISK OF PARTICIPATION IN THE PGE EV PILOT. PGE MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO CODE COMPLIANCE, QUALITY, SAFETY, PERFORMANCE, OR OTHER ASPECTS OF ANY DESIGN, SYSTEM PRODUCT, EQUIPMENT OR APPLIANCE INSTALLED PURSUANT TO THE PGE EV PILOT, OR ENERGY SAVINGS, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PARTICIPANT AGREES TO INDEMNIFY PGE, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES AGAINST ALL LOSS, DAMAGE, EXPENSE, FEES, COSTS AND LIABILITY ARISING OR RELATED TO ANY ACT, BREACH, DEFAULT OR OMISSION UNDER THESE TERMS & CONDITIONS OR IN CONNECTION WITH THE PGE EV PILOT. PGE DISCLAIMS ANY AND ALL RESPONSIBILITY FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN THE PGE EV PILOT OR ARISING FROM OR IN CONNECTION WITH ANY BREACH OF THESE TERMS & CONDITIONS