



TARIFF: The PGE Energy Shifting Rewards Program (“Program”) is governed by and Participant agrees to abide by all terms PGE’s Schedule 13 tariff (the “Tariff”) and these Terms and Conditions (the Tariffs and these Terms and Conditions are collectively referred to herein as the “Agreement”).

REPRESENTATIVES: PGE may hire third parties to act on PGE’s behalf to support Program activities (“Representatives”). Representatives will not be permitted to use personally identifiable information except for the purpose of providing their specific services, and they are not permitted to disclose, transfer or sell personally identifiable information.

ELIGIBILITY: Participant’s property must have PGE electric service. Participant is enrolling in the Program on a voluntary basis.

Qualifying water heaters are:

- [Rheem®](#) electric water heaters with EcoNet® WiFi technology
- [A.O. Smith®](#) Grid-Enabled electric water heaters or other electric water heaters with an integrated CTA2045 port
- [GE® GeoSpring™](#) hybrid electric heat pump water heaters

PARTICIPANT RESPONSIBILITIES: The Participant assumes the risk of any loss or damage in connection with installation of the connected appliance or this Program. Participant is solely responsible for any service or repair to Participant’s appliance, and the installation, operation, use or maintenance. PGE and its Representatives make no representation, express or implied, regarding the design, sizing, installation, construction, reliability, functionality, efficiency, performance, operation, maintenance or use of any equipment or systems analyzed.

ENDORSEMENT: PGE does not endorse any particular manufacturer, contractor or product. PGE is not performing or supervising any work.

SAFETY AND BUILDING CODES: Participant agrees to ensure compliance with federal, state and local building and environmental codes for the installation of connected appliances.

PROPERTY RIGHTS: Participant must have proper authority to participate in the Program at the designated property. If Participant moves to a different residence they will be removed from the Program.

CONTACTING PARTICIPANT: Participant gives PGE and its Representatives express permission to contact Participant using the information Participant has provided during Program enrollment. PGE or its Representative may send Participant emails, text/SMS and other notifications related to the Program, including notifications about enrollment status and Program-related adjustments to appliance settings. PGE or its Representative may send Participant emails related to the fulfillment of incentives. PGE or its Representative may contact Participant for survey participation and project feedback. If PGE or its Representative cannot collect the required information, Participant may not be eligible to participate in the Program.

COLLECTED INFORMATION; INFORMATION USE: Participant agrees that PGE or its Representative may collect certain information from Participant’s participation in the Program and use such information as described herein. Such information may include, but is not limited to, general energy usage and associated account and billing data (such information includes, but is not limited to, consumption and billing data, billing records, billing history, meter usage data, and rate information), Participant name, email address, service address, PGE account number, appliance serial number, activation date, runtime data, set-points, and related details. PGE will use the information (a) to operate, administer, market, evaluate, analyze, change or improve the Program and its utility service, (b) to prepare and present general, aggregated or anonymized results and information about the Program to third parties, including governmental entities such as the electricity system regulatory bodies, and (c) 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 Participant's participation in the Program and use of the appliance as long as the information is presented in an anonymized format. PGE will collect the information Participant provides on the Program application and any surveys or other Program evaluations that Participant choose to complete and submit during participation in the Program. Collected information will be retained by PGE for an indefinite amount of time.

LIMITATION OF LIABILITY: Participant assumes the risk of any loss or damage(s) that Participant may suffer in connection with the Program. PGE and its Representatives shall have no responsibility for the discovery, presence, handling or disposal of or exposure of persons to hazardous materials of any kind in connection with Participant's site or property. PGE AND ITS REPRESENTATIVES' LIABILITY IS LIMITED TO THE AMOUNT OF ANY INCENTIVE OWED FOR PARTICIPANT'S PARTICIPATION IN THE PROGRAM. IN NO EVENT WILL PGE OR ITS REPRESENTATIVES BE LIABLE, PURSUANT TO THIS ENROLLMENT AGREEMENT, TO PARTICIPANT OR ANY THIRD PARTY FOR ANY OTHER DAMAGES, WHETHER CHARACTERIZED AS GENERAL, SPECIAL, DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHERWISE OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO HOWSOEVER CAUSED. Additionally, Participant hereby indemnifies against, and holds PGE and its Representatives harmless from any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including by not limited to any interest, penalties, or attorney's fees arising out of Participant's participation in the Program.

TERMINATION: PGE reserves the right to revise or terminate this Program at any time. PGE may terminate Participant's participation if Participant fails to meet its obligations under this Agreement or the Program documentation. Determination of eligibility for this Program and any of incentives rests solely with PGE. Not all applicants will qualify.

PROGRAM CHANGES: The Agreement may be altered, changed, modified or assigned by PGE at any time with or without notice to Participant. Incentives available under the Program 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 Program constitutes Participant's acceptance of any and all such changes, replacements, assignments, or terminations. In the event that the incentive amount changes during the course of the Program, the application postmark date will be used to determine equipment eligibility and incentive amount.

ADDITIONAL INFORMATION: The Program shall be exclusively governed by and construed in accordance with the laws of the state of Oregon, without regard to any conflicts of law rules thereof. This Agreement, along with the applicable Tariff, Program application, any exhibits or attachments affixed hereto, constitutes the entire agreement between PGE and Participant regarding this Program.

For more detailed information about Energy Shifting Rewards visit

portlandgeneral.com/sgtb/waterheater