

# POWERpay DEMAND RESPONSE TERMS OF SERVICE

## 1. Welcome

Welcome and thank you for your interest in POWERpay's Grid Services program. As a condition of obtaining a loan through POWERpay's Digital Commerce platform you agree that under this program, POWERPAY, LLC and its subsidiaries and affiliates (collectively, "**POWERpay**") can use your System—including your generator, PV array, battery, and other components (your "**System**"), to provide demand response services to your utility or similar entities.

These Terms of Service ("**Terms**") govern POWERpay's use of your System to provide Grid Services, which are further defined below.

Please read these Terms carefully. They require the use of binding arbitration to resolve disputes, rather than jury trials or class actions. The term "you," as used in these Terms, means the customer under the agreement through which you purchased the System, or are leasing the System or purchasing remote monitoring of the System.

THIS IS A LEGAL AGREEMENT. BY ACKNOWLEDGING AND ENTERING INTO THE DEMAND RESPONSE AGREEMENT, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS, UNLESS YOU OPT-OUT AS DESCRIBED BELOW.

## 2. DESCRIPTION OF GRID SERVICES AND YOUR COMPENSATION

POWERpay can use the System, including energy stored in the battery, to help maintain the reliability of the electrical grid, to reduce the strain placed on the electrical grid during periods of high electricity demand, and for similar purposes. Collectively, these are "**Grid Services**." Grid Services can be provided to your utility and other entities with similar obligations to maintain grid stability. Grid Services can be provided under the terms of existing and future programs.

The components of your System that may be used in support of Grid Services include, but are not limited to, a generator; PV array; inverter; battery; and any smart home system; thermostat; pool pump; HVAC System; or electric water heater installed by POWERpay or its agent. POWERpay may update these Terms from time to time with additional System components that used in support of Grid Services.

Some Grid Services may result in the consumption of energy produced by your System or stored in the battery, including energy losses attributable to cycling the battery. POWERpay will reasonably compensate you for energy consumed in connection with Grid Services, to the extent that such energy is not consumed at your home or credited through a net metering program (the "**Grid Services Reimbursement**"). POWERpay will notify you in advance if it intends to make your System available for Grid Services, and the associated Grid Services Reimbursement.

You will have the right to opt out at that time, or any other time, as described in Section 4.

You agree that the Grid Services Reimbursement is solely a responsibility of POWERpay, and you will not seek to recover it from any other entity. In addition, if you are purchasing your System through a loan, you acknowledge that you are responsible to pay your loan in full, even if POWERpay fails to make the Grid Services Reimbursement.

### **3. TERM OF ENROLLMENT**

Unless you opt out as described below, you will remain enrolled in POWERpay's Grid Services program for the duration of your Power Purchase Agreement or Lease. If you bought your System under a Solar Home Improvement Agreement (including through a Solar Loan), you will remain enrolled for the duration of the warranty on the battery.

### **4. RIGHT TO OPT OUT**

You have the right to opt out of POWERpay's Grid Services program. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, YOU MAY OPT OUT BY CALLING US AT **800-397-4485**.

### **5. DATA USE AND SHARING**

The System generates operational and technical data, including but not limited to generator, status & performance, solar energy generation, battery state of charge, energy consumption, voltage, temperature, serial number and mac address ("System Data"). So long as you remain enrolled in POWERpay's Grid Services program, you agree that POWERpay may collect, use and store the System Data for the purpose of providing the Grid Services described in these terms and in accordance with our Privacy Policy. You further agree that POWERpay may share System Data it collects with third parties, including utilities, for the purpose of providing Grid Services and that any System Data shared with third parties may be personally identifiable to you or the residence where you System is installed.

### **6. INTERFACE WITH 3RD PARTY SERVICES**

Over time, POWERPAY may provide the opportunity for you to interface the System to one or more Third-Party Products and Services. You agree that POWERpay may exchange information and control data regarding you and your products, including your personal information, in order to enable the interface you have authorized. Once this information is shared with the particular Third-Party Product and Service, its use will be governed by the third-party's privacy policy and not by POWERpay's privacy documentation. You acknowledge and agree that POWERpay makes no representation or warranty about the safety of any Third-Party Products or Services. Accordingly, POWERpay is not responsible for your use of any Third-party Product or Service or any personal injury, death, property damage (including, without limitation, to your home), or other harm or losses arising from or relating to your use of any Third-party Products or Services. You should contact the third-party with any questions about their Third-party Products and Services.

### **7. ARIBITRATION**

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.

Please carefully read this provision, which applies to any dispute between you and POWERPAY, LLC. and its affiliates (together “POWERpay”).

If you have a concern or dispute, please send a written notice describing it and your desired resolution to [energyresolutions@GetPowerPay.com](mailto:energyresolutions@GetPowerPay.com).

If not resolved within 60 days, you agree that any dispute arising out of or relating to any aspect of the relationship between you and POWERpay will not be decided by a judge or jury but instead by a single arbitrator in an arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. This includes claims arising before this Agreement, such as claims related to statements about our products.

We will pay all AAA fees for any arbitration, which will be held in the city or county of your residence. To learn more about the Rules and how to begin an arbitration, you may call any AAA office or go to [www.adr.org](http://www.adr.org).

The arbitrator may only resolve disputes between you and POWERpay and may not consolidate claims without the consent of all parties. The arbitrator cannot hear class or representative claims or requests for relief on behalf of others purchasing or leasing POWERpay products. In other words, you and POWERpay may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any class or representative action. If a court or arbitrator decides that any part of this agreement to arbitrate cannot be enforced as to a particular claim for relief or remedy, then that claim or remedy (and only that claim or remedy) must be brought in court and any other claims must be arbitrated.

If you prefer, you may instead take an individual dispute to small claims court.

You may opt out of arbitration within 30 days after signing this Agreement by sending a letter to: POWERPAY, LLC. 1121 N. Bethlehem Pike Suite 60-147 Spring House, PA 19477, stating your name, product, and intent to opt out of the arbitration provision. If you do not opt out, this agreement to arbitrate overrides any different arbitration agreement between us, including any arbitration agreement in a lease or finance contract.