



# Smart Home Flex Pilot Terms & Conditions

**1. Introduction:** Welcome to San Diego Community Power’s (“SDCP’s”) Smart Home Flex Pilot Program (“Pilot”). By participating in the Pilot, you may help lower your peak energy use and cost, reduce stress on the electrical grid, and earn financial incentives. Participation in this pilot is voluntary and includes the enrollment of an approved smart device, which includes but is not limited to a connected thermostat, heat pump water heater, and other devices as approved by SDCP (see Eligible Equipment definition below). Customers who enroll and are approved by SDCP (“Participant[s]”) will be required to fully comply with these terms and conditions, and additionally, certify that the information provided in this application and all supporting documentation are true, accurate, and complete.

In exchange, Participants may receive an Upfront Incentive distributed to the Participant and/or a Participation and/or Performance Incentive. The incentive payments will be paid in accordance with the parameters set forth below.

Current Pilot details can be found on the SDCP website – [SDCommunityPower.org](https://SDCommunityPower.org).

Thank you for your participation and interest in supporting SDCP’s clean energy goals.

**2. Effective Date.** These Terms are effective as of **January 1, 2025**.

**3. Contact Information.** Participants may contact SDCP regarding the Pilot via the following options:

- a. **Email.** [customerservice@sdcommunitypower.org](mailto:customerservice@sdcommunitypower.org).
- b. **Phone.** Call 1-888-382-0169 between 8 AM and 5 PM Monday through Friday.
- c. **Website.** [SDCommunityPower.org](https://SDCommunityPower.org).

**4. Definitions:** For the purposes of these Terms & Conditions, the following terms shall apply:

- a. **“Control Module”** refers to any electronic equipment either built into the equipment by the OEM or provided as a third-party plug-in that allows for the Eligible Equipment to be connected to the internet and to the Platform to receive remote signals to adjust operational settings of the Eligible Equipment.
- b. **“Data”**: Includes all information collected through the Pilot, including device data and personal information necessary for Pilot operations. This may include but is not limited to Participant identity, contact information, Participant’s utility and/or SDCP account status, Participant’s energy usage and/or energy production, Participant’s electric bill, and operational data about your Eligible Equipment. Data may be used to calculate Incentives. Data is subject to applicable privacy laws and policies.
- c. **“DR Event”** or **“Adjustment Event”** (also referred to as a **“Smart Flex Event”**): A period where the Eligible Equipment’s operating settings (e.g., changing a thermostat’s temperature settings) are automatically adjusted to reduce or shift

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energy consumption to alleviate grid stress. SDCP in its sole discretion may call or otherwise activate a DR Event as outline in the **Operation of Eligible Equipment During DR Events** section of this document. Notifications will be provided, and Participants may manually override as necessary.

- d. **“Eligible Equipment”** and/or **“Eligible Device(s)”** refers to equipment or appliances installed in Participants’ premises that have remote control or monitoring capabilities. This may include but is not limited to connected smart devices such as thermostats, heat pump water heaters, and other connected and/or smart devices as approved by SDCP that can receive and respond to remote signals. For the latest list of Eligible Equipment, visit the SDCP website.
- e. **“Incentive(s)”** means financial reward granted by SDCP to Participants acknowledging their commitment and compliance with the Pilot’s objectives. SDCP may provide up to three (3) different Incentives as described below. To be eligible for Incentives, Participants must adhere to and fulfill specific criteria set out in these Term & Conditions.
  - 1. **“Participating Incentive”** means a financial reward granted by SDCP to Participants on a monthly, quarterly, semi-annual, seasonal and/or yearly basis for continued enrollment of Eligible Equipment in the Pilot.
  - 2. **“Upfront Incentive”** means a financial reward granted by SDCP to Participants at the time of successful enrollment and approval of Eligible Equipment in the Pilot.
  - 3. **“Performance Incentive”** means a financial reward granted by SDCP to Participants on a monthly, quarterly, semi-annual, seasonal and/or yearly basis calculated using measured reduction in energy consumption during a DR Event, as registered on the Participants utility meter data. Smart thermostats are excluded from this incentive category.
- f. **“Original Equipment Manufacturer” (“OEM”)** refers to the manufacturer of the Eligible Equipment who may also be the retailer and/or vendor of the Eligible Equipment.
- g. **“Participant”** means the residential SDCP account holder or authorized representative who maintains an active service account at the address where the Eligible Equipment is installed. The Participant is also the recipient of any Incentives.
- h. **“Platform(s)”** refers to an online framework, environment, and/or software system that facilitates the connection with enrolled Eligible Equipment to transmit remote signals and allows for the reception, collection, storage, analysis, and reporting of Data from Eligible Equipment.

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- i. “**Platform Provider**” refers to a third-party vendor contracted by SDCP to provide a Platform(s). SDCP may at its sole discretion change Platform Providers without prior notice.

**5. Participant Eligibility.** To participate in the Pilot, Participants must meet the following criteria:

- a. Must have an active SDCP residential account in good standing and be the account holder or an authorized user. Accounts that have opted out must return to SDCP service to be eligible.
- b. Participants must be at least 18 years of age or older.
- c. Eligible Equipment must be installed in a residence occupied by the Participant.
- d. Eligible Equipment must be connected to the internet and permitted (as necessary) by the agency having jurisdiction. Participant must ensure that the Eligible Equipment has working and reliable internet access in the home where the Eligible Equipment is located and/or installed to facilitate real-time communication with the connected Eligible Equipment.
- e. Eligible Equipment(s) must be on the approved list of equipment as maintained on the SDCP website.
- f. Eligible Equipment cannot simultaneously be participating (or enrolling) in any other demand response programs (e.g., Emergency Load Reduction Program (“ELRP”), demand side grid support (“DSGS”).
- g. Participants must consent to the Pilot's Terms, including real-time adjustments during DR Events.

**6. Eligibility and Eligible Equipment Verification.** SDCP solely and at its discretion, will determine the eligibility of an applicant. Participants must provide evidence of their Eligible Equipment’s compatibility with the Pilot at the time of application and enrollment. SDCP reserves the right to deny enrollment to any applicant for any reason.

SDCP and/or Platform Provider may also require an on-site assessment to ensure the Eligible Equipment adheres to the Pilot’s rules, standards, requirements, and Terms.

**7. Enrollment & Registration.** Participants interested in participating in the Pilot can apply through the OEM’s website or mobile app or at SDCP’s website. Participants must satisfy all the eligibility criteria in the **Participant Eligibility** section and complete the relevant online application for their Eligible Equipment type(s), available through the Pilot website which may be hosted by Platform Provider. Only those applicants deemed eligible by SDCP and/or Platform Provider will receive confirmation of their enrollment which will provide further details on the integration of their Eligible Equipment into the Pilot.



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- 8. Application Consent by Participant.** By submitting an application to enroll, Participant authorizes the Platform Provider to:
- a. Collect and exchange Data solely for the purposes of determining your eligibility for the Pilot and operating the Pilot;
  - b. Review and analyze all of your Data for the purposes of SDCP fulfilling their obligations under the Pilot and applicable law, improving the Pilot, and as otherwise permitted by applicable law, to exchange conclusions, and publish results based on those conclusions, provided that they handle all such Data in accordance with the provisions of the **Data Privacy & Security** section of these Terms;
  - c. Automatically adjust your Eligible Equipment, as required by the Pilot at times indicated by SDCP or for general system testing purposes;
  - d. Send you emails, text messages, pre-recorded messages and other notifications related to the Pilot and other relevant programs, including about your enrollment status and Pilot-related DR events and to share Data with SDCP contracted vendors, consultants, and/or OEMs. Platform Provider and SDCP will not sell your information to third-party data collectors or brokers; and
  - e. Send you emails, text messages, pre-recorded messages and other notifications related to promotions, surveys, and/or other marketing activity under the Pilot, and to share your responses to such activity with SDCP, contracted vendors, consultants, and/or OEMs. Platform Provider and SDCP will not sell your information to third-party data collectors or brokers;
- 9. Withdrawal from Pilot:** Participants may withdraw from the Pilot in accordance with the following sections:
- a. **Voluntary Pilot Withdrawal.** Participants may withdraw from the Pilot by contacting SDCP as specified in the **Contact Information** section. Withdrawal will not affect the other services provided by the SDCP to you. By withdrawing, you will be rendered ineligible to receive the Participation Incentive and/or Performance Incentive and may result in ineligibility to participate in the Pilot in the future or participate in other programs offered by SDCP.
  - b. **Customer Opt-Out Withdrawal.** Participants that elect to opt their account out of SDCP service will be automatically withdrawn from the Pilot and subject to SDCP's [Terms and Conditions of Service](#), which may include the inability to return to SDCP service and participate in other programs offered by SDCP. Participants will be ineligible to receive any Incentive.
  - c. **Withdrawal Due to Change in Account Status.** Participants must reside and have an electric account at the property where the Eligible Equipment is installed. If the Participant moves or changes the account holder for the property, they will be



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automatically withdrawn from the Pilot and subject to SDCP's [Terms and Conditions of Service](#). If the Eligible Equipment remains at the property, the new account holder will assume responsibility for Pilot enrollment and be considered the new Participant, including eligibility for future Incentives. The original Participant will receive any cumulative Participation Incentives earned up to the date of the account status change.

**10. Participation Termination.** SDCP reserves the right to terminate their participation in the Pilot at any time and without liability upon notice via email for, but not limited to, the following reasons: if (1) Participant violates these Terms or applicable law, (2) if Participant does not maintain a continuous internet connection and enrolled Eligible Equipment(s) remains offline for more than 90 days, and/or (3) if Participant enrolls in a conflicting energy program.

**11. Pilot Period.** The Pilot will run for the period of 12 consecutive months. You may be automatically re-enrolled in subsequent Pilot Periods or successor Pilot and/or program at SDCP's discretion, subject to the then-current Terms for the Pilot and/or program.

**12. Incentives.** The Pilot will provide financial incentives in the form of digital prepaid cards delivered via email to eligible Participants that meet the Pilot's criteria and are actively participating in DR Events.

a. **Type.** SDCP may provide the following types of incentives to Participants. Types of incentives are subject to change without notice.

1. An enrollment incentive to encourage enrollment of Eligible Equipment; and/or
2. A participation incentive to encourage Eligible Equipment to stay enrolled in the pilot; and/or
3. A performance incentive calculated based on actual meter measured reduction in energy usage associated with the Eligible Equipment.

b. **Amount.** Incentives are given on a per device basis. SDCP reserves the right to modify, reduce, or eliminate any financial incentives at any time, without prior notice. The latest information on the amounts can be found on SDCP's website.

c. **Taxes.** All financial incentives are subject to applicable taxes, and it is the responsibility of the Participant to report and remit any taxes owed. Participants are responsible for checking with a qualified tax professional.

## **13. Operation of Eligible Equipment During DR Events.**

a. **Communication.** Participants may be notified of upcoming DR Events via email, SMS, and/or push notification from their OEM's mobile app as indicated during registration.



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- b. **Adjustment.** During a DR Event, Platform Provider will send a remote signal to the Eligible Equipment to automatically adjust its operational controls according to the Pilot's guidelines as outlined on the SDCP pilot program webpage available at [SDCommunityPower.org](https://SDCommunityPower.org), unless manually overridden by the Participant. SDCP reserves the right to adjust other Eligible Equipment without notice.
- c. **Non-Interference.** Participants should refrain from manually interfering with the Eligible Equipment during a DR Event unless it's for comfort, safety, or urgent operational reasons.
- d. **Manual Override.** In situations where a Participant feels the need to override the Eligible Equipment's automated adjustments during a DR event, they may do so at any time without providing notice. Overriding events may impact performance incentives.

**14. Pilot Modification and Termination.** SDCP reserves the right, for any reason, to alter, modify and/or terminate the Pilot; participants will be notified of such changes. Approved applications will be processed under the Terms and Conditions and Pilot rules, standards, and/or requirements in effect at the time of the application approval by SDCP.

## 15. General Conditions.

- a. **Changes in Your Electricity Costs and Bill Impacts.** Participation in the Pilot may result in changes and impacts to the Participants electric bill, which may vary based on the Participants rate schedule and consumption patterns. SDCP and Platform Provider are not responsible for any changes in your electricity costs during the Pilot.
- b. **Public Sharing of Pilot Results.** Results of the Pilot may be summarized in publicly-available studies and or evaluation reports, provided that any Data included in such studies or reports will be anonymous such that Participants are not individually identifiable. Platform Provider and SDCP may retain any Eligible Equipment-specific operational data, and any de-anonymized personal information provided to them by OEM, for those that provide it, for up to three (3) years from the date OEM initially provides such data to Platform Provider.
- c. **Manufacturer Policies.** Participants are solely responsible for complying with all manufacturer's policies to ensure maximum performance.

**16. Data Privacy & Security.** By participating in the Pilot, Participant(s) agree that the SDCP and/or Platform Provider may collect personal information or Data and that if they cannot collect the required information or data, Participant may not be eligible to participate in the Pilot and/or receive eligible Incentives. The collection, use, and disclosure of data under the Pilot will be in accordance with SDCP's [Customer Data Confidentiality Policy](#).

**17. Representation & Warrant.** Participant represents and warrants that the information provided during application for and during the Pilot is accurate and complete, and Participant



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agrees to promptly notify SDCP if any information provided during your application for the Pilot has changed.

**18. Limitation of Liability.** Participation in the Pilot is entirely at Participants own risk. The Pilot is provided “as is” and “as available”, without any guarantees or warranties of any kind, express or implied. No entity, including SDCP or Platform Provider, guarantees the accuracy, reliability, or security of the Pilot. Participants are solely responsible for any damage or loss, including those from malicious software, related to participation.

To the fullest extent allowed by law, SDCP shall not be liable for any direct, indirect, special, or consequential damages to any persons or property resulting from or arising out of any use, repair, delay in repairing, replacement of, or modification to the Equipment. SDCP does not warrant, endorse, guarantee, or assume liability for the quality, performance, or safety of any product or any contractor, manufacturer, or any other persons involved in the sale, purchase, installation, or any other aspect of the Pilot. Performance of any product, installation of any materials, and acceptance of materials used is solely the Participant’s responsibility.

**19. Indemnification.** Participant agrees to defend, indemnify, and hold harmless SDCP and the Platform Provider from any claims or damages arising from your breach of the Terms & Conditions or related to your participation in the Pilot. This includes covering all related costs, expenses, and legal fees.

**20. Intellectual Property.** Any intellectual property, including but not limited to innovations, methodologies, or improvements, developed as a result of the Pilot or based on the data collected, remains the exclusive property of SDCP. Participants shall not claim any rights, title, or interest in any such intellectual property and acknowledge SDCP’s exclusive rights to use, license, or exploit any such intellectual property without restriction.

**21. Governing Law.** The Pilot, including these Terms and Conditions, shall be governed by the laws of the State of California. Venue shall be San Diego County.

**22. Changes to the Terms.** SDCP may modify these Terms at any time. You will be notified by email at the most current email address on record SDCP makes any material changes to these Terms, and the effective date of the modified Terms, which will be after the date of SDCP’s notice to you. Your continued participation in the Pilot thereafter constitutes acceptance of such modified Terms. The modified Terms will apply only to disputes that arise after the effective date of such modified Terms. SDCP will post the most current version of the Terms on SDCP’s website specified below and encourage Participant(s) to check this site frequently.

**23. Acceptance of Terms.** By participating in the Pilot, clicking “accept”, and/or using click-through or click-wrap process presented on Platform Provider’s website or microsite, Participants acknowledge that they have read, understood, and agreed to these Terms & Conditions in their entirety and shall constitute effective execution and delivery of these



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Terms, and shall form a binding contract between Participant and SDCP. If Participant does not agree, they must not use the Pilot or click “accept”.