

VEC Free Home Charger Program Member Participation Agreement

Terms

- 1. Eligibility:** Only residential members in VEC service territory, with an electric vehicle (EV) are eligible to participate in the Free Home Charger Program (Program). The residence where the unit is installed must be owner-occupied with a VEC account in the homeowner's name, or if a rental, the account owner must obtain the written consent of the homeowner to install.
- 2. Installation:** VEC will give you an EV charger to facilitate your participation in the Program. You are responsible for installation by a licensed electrician, upkeep, repair, and maintenance. Installation costs vary depending on your home's electrical system. Consult a licensed electrician to get an accurate cost for your home.
- 3. Access to EV Charger:** To participate, you must enroll the charger in VEC's communications platform. VEC will call events lasting 2-4 hour when we expect peak demand and will send a signal to your charger not to charge during that time period. You will receive advance notice by email of events and can opt out of specific events, if needed. You must ensure that the charger remains functional and connected to the internet.
- 4. Consent to Data Usage:** As part of this program, you consent to VEC and /or the manufacturer accessing and using certain customer data and information from the EV charger, including your energy usage and consumption data. This information will be used to assist in programming, analyzing, monitoring, and controlling the unit and its function, as well as other uses consistent with VEC's Privacy Policy (available at <https://vermontelectric.coop/privacy-policy>).
- 5. Member Access Responsibilities:** To participate in this program, you must: (i) have a working and reliable internet connection and other related equipment, including a Wi-Fi network, in your home that is positioned to communicate with the EV charger reliably; (ii) have an internet service provider ("ISP"); (iii) keep VEC updated in the event your contact information for event notifications changes, or in the event that you move; (iv) install other system elements or equipment that may be specified as required by VEC or the EV charger manufacturer; and (v) have a smart-meter or agree to have one installed. You are responsible for all internet service fees charged by your provider. If you do decide to move, you agree to notify VEC that you are moving and indicate whether you will continue or terminate your participation in the Program. Subject to eligibility, you can continue participation in the Program by sending VEC written notice indicating (1) your new address (must be in VEC service territory) and the date that you will move in (the "move-in date"); and (2) that you will complete installation and registration of your EV charger at your new address within 90 days of your move-in date.
- 6. Termination if Unit Not Connected or You Decide Not to Participate:** Your participation in the Program will terminate early in the event that (i) you do not install and enroll the charger within 90 days of receipt (or within 90 days of your move-in date if you move during the Term); (ii) If at any point prior to the end of the Term, VEC is unable to communicate with or access the charger, and communication or access is not restored by you within 45 days after notice from VEC or; (iii) if at any point prior to the end of the Term, you notify VEC that you are moving and you will discontinue participation in the Program; or (iv) you elect to terminate this agreement with 45 days' notice by contacting VEC. In the event of early termination, you agree to return the charger to VEC at our Johnson, Vermont headquarters.

Failure to return the charger as provided herein will result in a charge to you on your VEC bill of \$750.00, the cost of the unit. You may elect for VEC to pick the unit up at your service address, for a \$67.00 fee.

7. ****Acknowledgment of Customer: **** You acknowledge and agree that in consideration for receipt of the charger, VEC will be permitted access to data from the EV Charger and to control the charger that is installed in your home. You acknowledge that you remain responsible for the installation, maintenance, repair and replacement of the charger. VEC makes no warranty or representation, whether express or implied, statutory or otherwise, including but not limited to including any warranty of merchantability, noninfringement, or fitness for a particular purpose. You must work with the manufacturer to resolve any charger issues.

You acknowledge that you will install the charger through a licensed electrician and enroll the charger in VEC's communications platform within 90 days of receipt.

8. **Term:** This Agreement shall commence upon the day that you receive the charger and shall continue until you elect to discontinue participation in the Program.

9. **Liability:** To the extent permitted by law, VEC shall not be liable for any direct, indirect, special or consequential damages to any persons or property resulting from or arising out of the installation, use, repair, delay in repairing, replacement of, modification to, unavailability of, or performance of the EV Charger. VEC is not responsible for any costs related to the installation, repair, maintenance or replacement of the EV Charger or your EV.

10. **Indemnification:** Except to the extent caused by VEC's own negligent or intentional acts, you shall indemnify and hold harmless VEC for any injury or damage to any persons or property arising from your access and use of the charger.

11. **Notice and Miscellaneous:** This Agreement shall be governed by the laws of the State of Vermont and shall only be modified in writing agreed to by both you and VEC.

12. **Electronic Communication:** As a participant in the program, you consent to receive communications from VEC electronically. You agree that any agreements, notices, disclosures or other correspondence provided by VEC in electric format satisfy any legal requirement that such communication be in writing.