

Shifted Energy Participant Terms & Conditions

As a condition of use, you (the “Participant”) agree to the following Terms & Conditions defined as part of your participation in the North Carolina Connected Communities (NC3) program (also referred to as the “Program”). Should you select to opt out of the Program by contacting the NC3 Program Team (U.S. Department of Energy, IBACOS, Tierra Resource Consultants) at info@ncconnectedcommunities.com or through the Program website at www.ncconnectedcommunities.com, these Terms & Conditions will be terminated at that time.

The purpose of the Program is to learn how using your electrical appliances, heating and cooling, and water heating equipment can help your electric utility provide you with better electrical service. Benefits of the study include greater awareness of your electrical usage and opportunities for bill savings, guidance on Duke Energy rate plan selection, proactive maintenance alerts for your water heater, and potential opportunities to participate in future Duke Energy incentive programs.

The Program is a two (2) year project that offers Participants who are eligible Duke Energy Carolinas or Duke Energy Progress customers in select North Carolina new homes or rental homes, the opportunity to receive a free load control device which enables electric bill savings and maintenance and energy use insights by participating in the Program.

These Terms & Conditions shall extend from the Effective Date through the 2-year term of the Program, when the Participant vacates the Property, of March 31, 2027 (the end date of the Program), whichever occurs first. There will be no charges due from the Participant to Shifted Energy or to the Program during the Program term. Participants will not enroll device in any other demand response programs during the term.

Further Terms & Conditions follow:

1. Participant allows Shifted and the Program Team to install, service, and potentially remove low-voltage controller and flow meter (collectively, the “Equipment”).
2. Participant allows Shifted and the Program Team to turn the water heater on and off at various times. Generac, SmartenIt, or other approved vendor (collectively, “Vendor”) accurate temperature sensing ensures that the Participant feels no adverse impact from any real-time, Shifted controlled management of the water heater.
3. Participant allows remote access via wireless control to the Vendor Equipment and access data produced by the Vendor Equipment. Data collected will be used for the sole purpose of carrying out the Program. All data will be held with strict security and privacy guidelines. Data collected by Vendor Equipment will be made available to and analyzed by Shifted and the Program Team. For the Program’s Privacy Policy please visit: <https://www.ncconnectedcommunities.com/privacy-policy>.
4. Participant will contact Shifted by phone at **808-664-0053** or email at help@shiftedenergy.com to report any problems with or changes to the Equipment. Participant will inform Shifted if

Participant's contact information or other changes occur that could impact the ability to control the water heater remotely.

5. Participant allows Program Team's employees and contractors to enter onto the Property for purposes of initiating, performing, maintaining, and/or verifying the Equipment. Participant will be given a 48-hour notice in advance.
 6. Any and all claims, controversies, or disputes arising out of or relating to these Terms & Conditions or the breach thereof, shall be fully and finally resolved by arbitration in accordance with the Rules, Procedures, and Protocols for Arbitration of Disputes of a to be named arbitration firm in the state of North Carolina, then in effect. In the event arbitration is invoked, the Parties agree that one/three arbitrator(s) shall be appointed to hear and resolve the case. The parties further agree that the award of the arbitrator(s) is binding upon the parties and that judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
 7. Shifted will indemnify the Participant against all claims flowing from a breach of Shifted's representations under these Terms & Conditions.
 8. Shifted liability for damages that may arise under these Terms & Conditions shall be limited to the cost to remove the Equipment and return the water heater to normal operation.
 9. The Participant affirmatively represents that it possesses the full right and authority to execute these Terms & Conditions and that it is the current account holder of the Duke Energy Carolinas or Duke Energy Progress account for the Property identified in this Agreement.
 10. The Program Team, Shifted, or the Participant may terminate these Terms & Conditions in its sole discretion and without cause, upon thirty (30) days prior written notice to the other party. Participant will contact the Program Team at info@ncconnectedcommunities.com or through the Program website at www.ncconnectedcommunities.com to cancel.
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