

# Reward Hours

## Home Option – Terms and Conditions

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These terms and conditions ("Terms") apply to customers opting in to the Reward Hours Program via the Home enrollment option (the "Program").

The Program was approved by the South Carolina Public Service Commission in Docket 2024-192-E under the Residential Demand Response Program, "Peak Time Rebates" offering.

Any reference in this document to "Dominion," "Dominion Energy," or "Dominion Energy South Carolina" should be read as a reference to Dominion Energy South Carolina, Inc.

Any reference in this document to "Customer(s)," "Participant," "You," or "Your" should be read as a reference to the Dominion Energy customer participating in this Program and may be used interchangeably throughout.

### Program Overview

Reward Hours is a program where Dominion Energy rewards its residential customers for managing their electricity usage during certain hours of the year (these hours are referred to as "reward hours").

The Home enrollment option allows customers to choose how to reduce their home's electricity usage during reward hours.

### Enrollment Qualifications and Requirements for Participation

Dominion Energy residential, electric customers ("Customers") are eligible participants in the Program if they:

- enroll at least one Qualified Home (as defined below),
- have or create a Dominion Energy online account, and
- provide and maintain any consent Dominion Energy deems necessary to allow for effective Program text notifications to be sent to the Customer.

A "Qualified Home" is a South Carolina residence that:

- receives electric service from Dominion Energy South Carolina under any residential rate schedule,
- is occupied by the party that is responsible for its electric bill,
- has not enrolled a thermostat, EV, or battery into the Reward Hours program,
- is not enrolled in Solar Choice,
- is not used as a short-term rental property (i.e., vacation rental, VBRO, Airbnb, etc.) for more than fourteen (14) days in a calendar year, and
- receives service through an Advanced Meter Infrastructure ("AMI") meter.

A Customer must consent to enrollment, individually, of each Qualified Home they wish to have enrolled in the Program.

A Qualified Home enrolled in the Program is considered an "Enrolled Home."

There is no cost to join the Program, and no purchase is required to participate.

### Reward Hours Notifications

A Customer must provide a valid mobile phone number to participate in and remain enrolled in the Program.

Only one (1) mobile phone number can be associated with each Enrolled Home.

By opting-in to receive from Dominion Energy text messages and/or voice messages using an artificial or prerecorded voice, a Customer agrees that they have provided the appropriate consent required to receive the type of text/voice message requested and understands that such text/voice message may be sent via an automatic telephone dialing system to the phone number they provided to Dominion Energy.

Dominion Energy typically will send up to two (2) text messages for each day reward hours are scheduled. Typically reward hours are scheduled up to 20 days per year.

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Dominion Energy is not liable for delayed or undelivered messages.

In order to receive text messages from Dominion Energy, Customer's phone must be capable of transmitting text messages and supported by an accepted Dominion Energy mobile phone carrier. The following is a list of currently accepted mobile phone carriers: Alltel, Appalachian Wireless, AT&T, Bluegrass Cellular, Boost Mobile, Cellcom, Cellular South, Centennial Wireless, Cincinnati Bell, GCI, Immix Wireless, Inland Cellular, IV Cellular, Nex-Tech Wireless, MetroPCS, Nextel Communications, nTelos, Revol Wireless, Sprint PCS, T-Mobile, U.S. Cellular, United Wireless, Verizon Wireless, Virgin Mobile, and West Central Wireless.

A Customer represents that they are the subscriber for or authorized user of the phone number that they provided in opting-in to the Program and that they are authorized to approve any related charges for messaging and data applied by Customer's wireless carrier. Customer agrees to promptly notify Dominion Energy at 1-800-251-7234 if service for any phone number provided by Customer is canceled or if Customer's phone number changes, so that Dominion Energy may update its records.

Dominion Energy does not guarantee the timeliness, accuracy, completeness or receipt of text/voice messages transmitted through the Program. Text/voice messages are transmitted by telecommunications service providers over whom Dominion Energy has no control.

### Reward Hours Frequency

The number of reward hours Dominion Energy may schedule is not guaranteed.

Reward hours schedules will typically be two to three (2-3) hours in duration and occur between 6:00 a.m. and 9:00 a.m. during the heating season (November 1st – March 31st) and between 4:00 p.m. and 9:00 p.m. during the cooling season (April 1st – October 31st). However, Dominion Energy reserves the right to schedule reward hours at other times throughout the year as allowed by the Program.

Reward hours will typically be scheduled two to five (2-5) days during cooling season and seven to ten (7-10) times during heating season. However, Dominion Energy reserves the right to schedule reward hours throughout the year as allowed by the Program.

### Incentives

Incentive eligibility requirements, payment terms, and applicable calculations and methodologies will be posted to [www.DominionEnergy.com/HomeRewards](http://www.DominionEnergy.com/HomeRewards) and are incorporated by reference into these Terms.

A Customer will be ineligible to receive incentives for any reward hours for which an Enrolled Home's meter is in a service outage.

Bill credits shall only be applied to the Customer account associated with the Enrolled Home and shall not be transferable.

### Termination & Withdrawal

Dominion Energy reserves the right to unilaterally remove any Customer from the Program for any reason without liability or penalty.

Enrollment in the program is voluntary. A Customer is not required to participate in the Program and may choose to withdraw enrollment at any time without liability, fees or penalty by:

- texting "STOP" to 64239
- updating their Notification Preferences on their online account, or
- contacting Dominion Energy's customer service at 1-800-251-7234.

In addition to the above, Dominion Energy will unenroll a Customer from the Program if any of the following occur:

- the Customer no longer has an Enrolled Home,
- the Customer changes accounts associated with an Enrolled Home (Note: it is the responsibility of the Customer to reenroll to continue participation under the new account),
- the Customer asks to withdraw all Enrolled Homes from the Program,
- the Customer abuses any privileges of participation in the Program, or
- the Program expires.

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### Health and Safety

A Customer's health and safety should be their first priority. Customers should carefully consider the impacts of any actions taken pursuant to their participation in the Program. For example, a customer should:

- never turn-off or unplug medical devices,
- never adjust a thermostat above 80 degrees during the summer season or below 60 degrees during the winter season,
- never unplug or disable safety devices such as smoke alarms or security systems, and
- never utilize supplemental heat sources not approved for indoor use.

### Limitation of Liability

THE PROGRAM IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, AVAILABILITY, QUALITY OF SERVICE OR FITNESS FOR A PARTICULAR PURPOSE. DOMINION ENERGY MAKES NO WARRANTY THAT THE PROGRAM WILL BE UNINTERRUPTED, ERROR FREE, ACCURATE OR COMPLETE. CUSTOMER FURTHER AGREES THAT ALL USE OF THE PROGRAM IS AT CUSTOMER'S SOLE RISK. FURTHER, DOMINION ENERGY, ITS PARENTS, SUBSIDIARIES, EMPLOYEES, AFFILIATES AND AGENTS ASSUME NO RESPONSIBILITY FOR AND MAKE NO REPRESENTATIONS (EXPRESS OR IMPLIED) ABOUT, ANY ELECTRICAL APPLIANCE, DEVICE, OR HOME EQUIPMENT OR CIRCUITRY UTILIZED IN RELATION TO THIS PROGRAM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT DOMINION ENERGY AND/OR ITS PARENT, SUBSIDIARIES, EMPLOYEES, AFFILIATES, AGENTS, PARTNERS, CONTRACTORS, CONSULTANTS, AND SUPPLIERS ("DOMINION ENERGY RELATED PARTIES"), SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY LOSSES, COSTS, EXPENSES, OR DAMAGES OF ANY KIND BASED ON BREACHES OF THESE TERMS AND CONDITIONS OR CUSTOMER'S RELATIONSHIP WITH DOMINION ENERGY, REGARDLESS OF THE TYPE OR BASIS OF THE CLAIM. IN NO EVENT WILL DOMINION ENERGY OR THE DOMINION ENERGY RELATED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PROGRAM.

DOMINION ENERGY IS NOT RESPONSIBLE OR LIABLE FOR ANY INCORRECT OR INACCURATE PROGRAM INFORMATION AND ASSUME NO RESPONSIBILITY FOR ANY TYPOGRAPHICAL OR OTHER ERRORS IN THE PRINTING OR PUBLISHING OF THE PROGRAM MATERIALS OR THE OFFERING OR ANNOUNCEMENT OF ANY INCENTIVES.

By participating in this Program, the Customer hereby agrees to indemnify, defend, and hold harmless Dominion Energy, its parents, subsidiaries, employees, affiliates, contractors, and agents from any and all liability associated with the Program. Dominion Energy shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from participation in this Program.

### Release of Energy and Demand Rights

The incentives and other benefits provided under this Program are recognized as crucial factors in the recipient's choice to join the Program. Once these benefits are paid, Dominion Energy will gain all environmental, energy efficiency, and demand reduction benefits and attributes, including all related reporting and compliance rights, linked to participation in the Program.

Any energy utilized for charging or discharging of battery storage during reward hours is not eligible for resale to Dominion Energy. The value of this energy is deemed to be included in the participant's incentive compensation.

Furthermore, Dominion Energy has the exclusive right to utilize any such energy and demand savings, at its sole discretion, for purposes including, but not limited to, enrollment, nomination, or offering into load management programs, demand response programs, energy imbalance markets, organized market auctions, or any current or future market in which Dominion Energy may participate.

### Privacy Notice

By participating in this Program, the Customer agrees that Dominion Energy may collect their personal information or data necessary to administer the program and that if Dominion Energy cannot collect the required information or data, the Customer may not be eligible to participate in the Program. Dominion Energy will administer your personal information and usage data consistent with these Terms and our then-current privacy policy located at: <https://www.dominionenergy.com/privacy>.

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### Changes in Your Utility Costs

Dominion Energy is not responsible for any changes in the Customer's utility costs as a result of participation in the Program.

### General Conditions

This Program is governed by the laws of the State of South Carolina without regard to its applicable principles of conflicts of law. If any provision of these Terms is held to be invalid or unenforceable, all remaining provisions of these Terms will remain in full force and effect.

These Terms constitutes the entire agreement between Dominion Energy and a Participant relating to the subject matter hereof and supersede all other such prior or contemporaneous oral and written agreements and understandings.

### Arbitration

In the event that there is a dispute between you and Dominion Energy or between you and any third-party service provider acting on Dominion Energy's behalf, that is not otherwise subject to the jurisdiction of the Public Service Commission of South Carolina, including any dispute that pertains to the scope or applicability of this agreement to arbitrate, such dispute will be determined by arbitration in Columbia, South Carolina before one arbitrator. The arbitration will be administered by the American Arbitration Association. The arbitrator will apply the substantive law of South Carolina, exclusive of choice of law rules. To the fullest extent permitted by law, each of the parties agrees that any proceeding will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury. The arbitrator will deliver a reasoned written decision with respect to the dispute. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal or review. The parties acknowledge that this agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in this paragraph with respect to applicable substantive law, this arbitration agreement will be governed by the Federal Arbitration Act, 9 U.S.C. §§, et seq.

### No Class Action Procedure

Notwithstanding any of the foregoing or any other provision of these Terms, class arbitration is not permitted under any circumstance. You and Dominion Energy agree that, by entering into this Agreement, THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR RESPECTIVE INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. Although the non-availability of any form of representative or class proceeding is clear from this Agreement, should any dispute arise regarding or relating to the existence, validity, enforceability, or interpretation of the Arbitration and No Class Action Procedures provisions above, the federal court located in Columbia, South Carolina shall have the sole and exclusive jurisdiction to hear and determine the issue.

### Acceptance of Agreement

The use of an electronic signature process to accept and sign these Terms, including your indication of acceptance of these Terms by a click-through, click-wrap, or check-box process presented on Dominion Energy's website, shall constitute effective execution and delivery of these Terms, and shall form a binding contract between you and Dominion Energy.

### Changes to these Terms

We may make changes to these Terms periodically and will provide at the top of these Terms the date it was most recently updated. Continued use of the Program constitutes your acceptance of the updated Terms.