Effective: February 2018

## PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

These terms and conditions below have been approved by the California Public Utilities Commission (CPUC) and are subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

By clicking on "submit" you are exercising your right to disclose your personal energy--related information to up to two collaborating Non-Utility Demand Response Providers (DRPs), pursuant to PG&E's Electric Rule 24 (Rule 24), so that you may obtain Demand Response services. Rule 24 can be accessed at <a href="https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC">https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC</a> RULES 24.pdf.

Once you authorize access by the DRP(s) to your personal energy-related information, you are responsible for ensuring that the DRP(s) safeguards this information from further disclosure without your consent. Authorization for PG&E to release your information under Rule 24 is a separate agreement from the one you may have or may make with the DRP(s) for their services.

## SUMMARY OF INFORMATION AUTHORIZED TO BE RELEASED

You agree to have PG&E release the following information to your authorized DRP(s): (1) customer information (e.g., name, service address, rate schedule); (2) access up to 48 months historical and ongoing interval meter data and/or monthly usage data; (3) current PG&E demand response programs in which you are known to participate; and (4) other information identified in Section D of Rule 24. The list of data elements may be modified from time to time with approval by the CPUC. Rule 24 contains the list of data elements authorized by the Commission, and can be viewed at <a href="https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC\_RULES\_24.pdf">https://www.pge.com/tariffs/assets/pdf/tariffbook/ELEC\_RULES\_24.pdf</a>.

## ACTIONS YOU AGREE TO AUTHORIZE THE DRP TO MAKE ON YOUR BEHALF

You agree to grant the authorized DRP(s) permission to request that PG&E shorten the interval length of your electric meter(s), as available by PG&E, when the DRP(s) has successfully registered your Service Agreement with the California Independent System Operator (CAISO), if PG&E is the Meter Service Provider. Such meter reprogramming may be necessary to enable your DRP to participate in the wholesale market.

You grant the authorized DRP(s) permission to revoke this Authorization on your behalf at any time and a revocation submitted by any one party shall revoke this Authorization for all of the other parties to this Authorization.

## **ACTIONS YOU AGREE TO AUTHORIZE PG&E TO MAKE ON YOUR BEHALF**

You agree to grant PG&E the right to release your personal energy- related information to the DRP(s) even after the Authorization has ended, limited to updates to the data for the time period during which this Authorization was valid. In all cases, the Authorization for a Service Agreement will be automatically revoked when the Service Agreement is closed by the Customer.

You acknowledge and agree that if you are on Peak Day Pricing (PDP), then you will be scheduled to be unenrolled from PDP when your Service Agreement has been successfully registered in the CAISO's Relevant Systems by one of the DRP(s). You agree to bear any resulting financial consequences, including without limitation, loss of bill protection, incentive payments, and reimbursements to PG&E of incentives, related to your participation in PDP, other PG&E DR programs, or DR enabling technology.

If you are submitting this Authorization on behalf of the Customer of Record, you declare that you are authorized to execute this Authorization electronically on behalf of the Customer of Record, and that you have authority to financially bind the Customer of Record.

You understand PG&E reserves the right to verify any Authorization request submitted before releasing information or taking any action on your behalf. You hereby release, hold harmless, and indemnify PG&E from any liability, claims, demands, and causes of action, damages, or expenses resulting from: (1) any

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release of information to the DRP(s) pursuant to this Authorization; (2) the unauthorized use of this information by the DRP(s) or any other third party; and (3) any actions taken by the DRP(s) pursuant to this Authorization.

The start date for the release by PG&E of your personal energy- related information will be upon the completed processing of this Authorization. The end date for the release by PG&E of your personal energy- related information is the earlier of the following: (1) as specified in this Authorization; (2) until you or one of the authorized DRP(s) revoke this Authorization; or (3) until the service agreement is closed by the Customer. You, or your authorized DRP(s), may revoke this Authorization at any time. You agree that a revocation submitted by you or your DRP(s) shall revoke the Authorization for all parties.

See PG&E's Privacy Policy at this link <a href="https://www.pge.com/en\_US/about-pge/company-information/privacy-policy/privacy.page">https://www.pge.com/en\_US/about-pge/company-information/privacy-policy/privacy.page</a>.