

Terms and Conditions

These Terms and Conditions (the “Terms and Conditions”) apply to your application for, and participation in, the A/C Cycling option (the “Program”), sponsored by Idaho Power Company (“Idaho Power”). For the purpose of these Terms and Conditions, the term the terms “applicant”, “participant”, “you”, or “your” refer to you as an applicant for, and participant in (if applicable), the Program. Please read these Terms and Conditions carefully before applying for the Program. Details of the Program are subject to change or cancellation without prior notice.

Program Overview

The A/C Cycling option is a voluntary feature of Idaho Power’s A/C Cool Credit Program designed to reduce electricity demand during periods of high energy use. By enrolling, participants agree to allow Idaho Power to send signals to a device connected to their A/C unit, enabling it to cycle on and off for short periods during summer months or when system conditions require. In return for participating, customers may receive financial incentives, as outlined below.

Eligibility Requirements

To participate in the A/C Cycling option, you must be an Idaho Power residential customer and be the account holder of the electric service at your address where the equipment required to support A/C Cycling has been installed and is operational. In addition, you must have a central air system or an air-source heat pump, in good working condition, with clear and easy access. Customers’ central A/C equipment must be fully functional and comply with the National Electric Code (NEC) standards.

Idaho Power shall, in its sole discretion, have the right to select and reject Program participants based on the criteria established by Idaho Power to ensure the effective operation of the Program. Selection criteria may include, but will not be limited to, energy usage, qualified equipment, or other factors.

Enrollment

If you agree to participate in the Program, you must complete the application at idahopower.com/accoolcredit, or call toll-free 1-866-865-2665. Idaho Power will review your application and notify you once you’ve been accepted into the Program after you agree to these Terms and Conditions.

How to Receive Your Bill Credit

After you are enrolled in the Program, you will become eligible to receive monthly bill credits of \$5 on your July, August, September and October statements.

The bill credits are only applicable to customers with an active Idaho Power account.

Customers on Budget/Level Pay will not see the credit on these statements, but it will be applied to their level pay calculation. Switches must be installed by the 15th of the month to receive a credit on the following month's statement.

Termination and Unenrollment

Participants may choose to withdraw from the Program at any time by contacting Idaho Power or program sponsor at 1-866-865-2665. Please note that if you withdraw from the Program, you will forfeit any future incentives or bill credits you may have otherwise be entitled to as a participant.

Idaho Power, in its sole discretion, may terminate a participant's involvement in the program at any time and without notice for the following reasons:

- Failure to comply with Program Terms and Conditions; or
- Issues related to a participant's Idaho Power account status or eligibility for the Program
- Termination of the Program by Idaho Power.

Disclaimer of Warranties

IDAHO POWER AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY, AND ASSUME NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, INSTALLATION, ESTIMATED ENERGY AND/OR COST SAVINGS OF THE PROGRAM, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY, OR LIABILITY.

Indemnification

As consideration for receipt of the benefits of the Program, you agree to indemnify, defend, reimburse, and hold harmless Idaho Power and its employees, agents, directors, officers, and shareholders for, from, and against any liabilities, claims, damages, losses, and expenses (including reasonable attorneys' fees and costs and expert witness fees and expenses) arising out of, or relating to, your breach of these Terms and Conditions, any false or misleading information in the application you completed in connection with the Program, or any personal injury or property damage arising out of or resulting from your negligence or willful misconduct in connection with the Program.

Confidentiality and Information Release

The applicant understands and agrees that Idaho Power and/or its representatives may include a description of this Program and other Program details in its case studies, brochures, press releases, advertisements and other marketing materials presented to the public. These public materials may discuss the Program but at no time will Idaho Power make a specific participant's information publicly available without express consent of the participant.

By participating in this program, participants agree to release their name, address and phone number to Idaho Power and/or its subcontractors responsible for the operation of the Program and Idaho Power's obligations related to the Program. Idaho Power's subcontractors are contractually obligated to keep customer and Program participants' information confidential.