

JuicePoints Program

Terms of Participation

Last updated: June 1, 2020

The Enel X North America, Inc., (“Enel X”) JuicePoints Program (“Program”) compensates participants based on their contribution to providing certain energy services that may help reduce greenhouse gas, criteria air pollutants, and overall costs from electricity production, while increasing the reliability of our electricity system. When earned, this compensation will be in the form of JuicePoints that can be redeemed for cash or other types of compensation that Enel X may offer, depending on a participant’s circumstances.

Enel X has the exclusive right to determine your eligibility to earn JuicePoints, and your acceptance of the Program terms is valid regardless of whether you are eligible to earn JuicePoints.

While participating in the Program, Enel X intends to ensure, first and foremost, that your electric vehicle is charged to your desired level when you need it. Consistent with this intent, Enel X may from time to time stop, start, and/or adjust the rate at which your vehicle draws electricity.

By joining the Program, you agree to the following Terms of Participation:

Enel X North America, Inc., is appointed as a Demand Response Provider, which means that, among other things, Enel X or its subcontracted agents may act on your behalf to register, opt in, or otherwise enroll your utility meter, electric vehicle service equipment, or other energy management device(s) to provide Demand Response, Distributed Energy Resource Aggregation, Low Carbon Fuel, or similar energy services, however named (collectively, “Energy Services”).

These Energy Services may be provided to, and require actions on your behalf for, various entities, including without limitation, electric utilities, independent system operators (ISOs), and regional transmission operators (RTOs). To provide Energy Services, Enel X or its subcontracted agents will monitor your electricity consumption by, among other things, accessing and analyzing your electric vehicle charging data collected by the Enel X' JuiceNet platform and/or electricity records on file with your utility company. Certain information may be shared with electric utilities, ISOs, RTOs, other energy companies, energy market regulators, and/or government agencies to evaluate the performance of Energy Services and/or enable the earning of JuicePoints, if eligible. Your EV charging and household consumption data may be shared with third party partners on a de-identified basis, such that these third parties cannot identify you personally from such data.

In providing Energy Services to electric utilities, ISOs, RTOs or other energy entities, Enel X may from time to time start, stop, or adjust the rate of electricity drawn by your Enel X or other JuiceNet-enabled products, in order to participate in demand response events, provide reliability services, and reduce the overall cost of electricity supply and reliance on pollution-emitting energy sources (collectively, "Smart Charging"). If your Enel X or JuiceNet-enabled product participates in Smart Charging, Enel X will make all reasonable efforts to ensure that any battery charge level you requested upon initial connection to your charging station is fulfilled. Enel X will enable you to override a Smart Charging instruction through its mobile or web applications. From time to time, Enel X may also engage, directly or through its partners, in activities similar to Smart Charging for non-electric vehicle-related energy products, which may affect your electricity usage.

Your grant of permission to take actions on your behalf enables Enel X to implement Energy Services consistent with all applicable laws, rules, tariffs, utility, ISO, RTO, government agency, and/or public utility commission requirements. Some of these actions may affect your eligibility for certain other retail electricity rate plans and demand response programs or providers for a limited period of time.

To comply with California Public Utilities Commission (CPUC) Resolutions E-4737, E-4754, and E-4838, Enel X requires that Program participants with prohibited resources on their premises, also known as Back-up Generation, do not use this generation during Demand Response events coordinated by Enel X. "Back-up Generation" means fossil-fueled backup generation owned or used by a retail electric customer including, without limitation, distributed generation technologies using gasoline, diesel, natural gas, propane, or liquefied petroleum gas, whether or not such technologies are used in a combined heat and

power configuration. Back-up Generation does not include energy storage systems that meet greenhouse gas emission thresholds under the CPUC's Self-Generation Incentive Program. By participating in this Rewards Program, you attest that you will not knowingly use Back-up Generation during any Demand Response event coordinated by Enel X.

By participating in the Program, you attest that during a Smart Charging event you will not knowingly charge an electric vehicle, which would normally be charged with any of your JuiceNet-enabled products, elsewhere at your residence or facility.

We may change these Terms of Participation by notifying you of such changes by any reasonable means, including by posting revised Terms of Participation to our websites or mobile applications, as applicable.

You may terminate this agreement at any time by emailing Enel X at our [email](#) and stating your intent to be removed from the Enel X Rewards Program. Any rights to the accrual of future rewards will cease upon termination. Any JuicePoints balance accrued will expire six months from the date that is communicated to you as your last date of JuicePoints accruals.