

PSEG Long Island Smart Charge Rewards

Terms and Conditions

Thank you for your interest in participating in the SmartCharge Rewards Program (the “Program”) offered by PSEG Long Island, Long Island Electric Utility Servco LLC, as agent of and acting on behalf of the Long Island Lighting Company d/b/a LIPA (“PSEG Long Island”).

The Program

PSEG Long Island has developed this program to learn more about EV charging patterns and preferences of EV drivers.

Participants who charge their EV, at their service address, during residential off peak hours will earn \$0.05 per kWh discount. Off Peak hours are 11PM to 6AM, Sunday through Saturday. Participants will receive rewards in the form of a credit to their electric service account on a quarterly basis.

During and after your participation in the Program, you may be asked to participate in follow up surveys, studies, audits, evaluations or verifications conducted by PSEG Long Island or its agents or service providers in connection with the Program. While we hope that you choose to participate in these surveys, your participation will be completely voluntary.

Data Collected and Privacy

In order to conduct the Program and to provide participants with the products and services outlined in this agreement and appropriate customer service, and to enhance and improve these products and services, PSEG Long Island will collect and analyze information about your charging patterns start date and time, duration of charging session, charging power level (kW), total charging energy (total electricity consumed in kWh), 15-minute interval charging energy (kWh), starting state of charge, ending state of charge.

Participation in the program provides the manufacturer of the Customer’s Electric Vehicle Service Equipment (EVSE) with authorization to share their data. Participating manufacturers and models are subject to change and currently include:

- [ChargePoint Home, CPH-25](#)
- [ChargePoint Home Flex, CPH-50](#)
- [Clipper Creek HCS40 \(JuiceNet enabled\)](#)
- [JuiceBox 32](#)
- [JuiceBox 40](#)

EV Owner Consent to Data Collection and Use

PSEG Long Island, and its agents will exchange data related to your identity and your service account status with PSEG Long Island, solely for the purposes of fulfilling their obligations under the Program; and to summarize the results of the Program in publicly-available studies, provided that any data included in such studies will be anonymized such that you are not individually identifiable.

THE INFORMATION DESCRIBED HEREIN WILL BE COLLECTED AND AVAILABLE TO PSEG LONG ISLAND. BY PARTICIPATING IN THE PROGRAM, YOU REPRESENT THAT YOU GIVE CONSENT TO PSEG LONG ISLAND TO VIEW AND USE THE DATA AND INFORMATION COLLECTED BY THE PROGRAM.

Voluntary Participation

All Participants in the Program must be at least 18 years old. In addition, Participants in the Program must be PSEG Long Island customers with an active residential electric service account in good standing, should own or lease a light-duty battery electric vehicle or plug-in hybrid electric vehicle ("EV") and regularly charge the EV at the service address for the account.

Your participation in the Program is expressly conditioned on your acceptance of these Terms and Conditions (the "Terms and Conditions" or this "Agreement"). Your participation in the Program is completely voluntary. Therefore, if you do not agree with any of these Terms and Conditions, including the Privacy Policies referenced below, please do not participate in the Program.

PSEG Long Island reserves the right to modify these terms and conditions at any time. Any modifications to these terms and conditions will be made available for viewing at the following web address: www.psegliny.com/smartchargerewards. Please check this page periodically. Your continued participation in the Program will constitute your acceptance of any modifications to these Terms and Conditions.

Withdrawal from the Program and Expected Duration of Program

Your participation in the Program is completely voluntary so you are free to withdraw from the Program at any time. To withdraw from the Program, notify PSEG Long Island of your withdrawal by email at EVli@pseg.com.

PSEG Long Island expects the Program to continue until Through December 2022. However, PSEG Long Island reserves the right to terminate the Program at any time for any reason or for no reason and even though such termination may affect your ability to earn rewards.

The Customer agrees to observe and perform all rules and regulations of PSEG Long Island and to pay the rates provided by Service Classification No, SC-1, Special Provision L, filed with the Public Service Commission of the State of New York as the same may be from time to time changed, amended and/or supplemented.

Taxes

You are responsible for paying all taxes, if any, associated with your receipt of SmartCharge Rewards in connection with the Program.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PSEG LONG ISLAND, NOR ANY OF THEIR PARENTS, SUBSIDIARIES, AFFILIATED ENTITIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR REPRESENTATIVES, SUCCESSORS OR ASSIGNS OR ANY OF THEM (COLLECTIVELY, THE "PROGRAM OPERATORS") WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS, DAMAGE OR INJURY TO PERSONS OR VEHICLES OR OTHER PROPERTY.