#2 Miles Canyon Road
Box 5920, Whitehorse
Yukon Y1A 6S7
yukonenergy.ca

Peak Smart Home – Terms & Conditions

Revision Date: 2026-10-27

WHEREAS:

Yukon Energy Corporation ("Yukon Energy") is managing a demand response program in the Yukon (the "Program") with the external assistance and support of the Yukon Government.

Demand response ("DR"), in general, is a utility management strategy wherein energy consumption is adjusted in real-time based on the electricity grid's demand, helping to maintain grid stability and reliability especially during peak demand periods or unforeseen challenges.

The Program gives Yukon residents who choose to participate in the Program ("Participants") the opportunity to manage, and potentially reduce, their energy consumption during periods when the Yukon's main electrical grid is under strain and receive incentives for their contribution to the collective effort to reduce peak demand.

The Program leverages technology and communication with smart devices to temporarily adjust power consumption in response to the grid's needs.

The purpose of the Program is to utilize demand response techniques to support grid stability and mitigate the rising peak demand on the Yukon's main electrical grid.

NOW THEREFORE:

1. Definitions

For the purposes of these Terms & Conditions, the following terms shall have the meanings set forth below:

a. "Data" means all records, metrics, readings, and other types of information generated, collected, or processed in relation to the Program and its Participants. This includes data from Devices concerning electricity consumption, usage of patterns, responses to DR Events, feedback, and any personal data of the Participants reasonably required for the Program's operation and evaluation. Yukon Energy will handle all Data in compliance with applicable data protection and privacy laws.

b. "Devices" means specialized equipment or appliances installed at Participants' premises with remote control or monitoring capabilities, enabled to respond adaptively to signals from Yukon Energy during a DR Event. The primary categories of Devices under the Program include: (i) smart thermostats, (ii) hot water tank controllers, and (iii) electric vehicle charging equipment, the eligibility of which may be determined at Yukon Energy's sole discretion. A list detailing Devices that may be eligible for the Program is accessible through the program website.

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c. “DR Event”, also known as a demand response event, means a designated time interval, planned or unplanned, when Yukon Energy sends a signal to participating Devices to modify their electricity usage, either by reducing or shifting consumption. The objective of a DR Event is to reduce peak demand or mitigate other electrical grid-related challenges. During DR Events, Devices will modify their energy usage in alignment with the Program’s predefined parameters. Participants may opt-out of any on-going DR Events, in accordance with Section 4 of these Terms and Conditions.

d. “Incentive” means a reward provided by Yukon Energy to qualified Participants in recognition of their participation in support of the Program’s objectives. To qualify for an Incentive, Participants must meet specific criteria which may be determined at Yukon Energy’s sole discretion. Criteria that may determine qualifications for Incentives are outlined on the Program’s website: https://peaksmart.ca/. Yukon Energy may modify the criteria and the Incentive amount(s) without prior notice.

e. “Participants” means residents of the Yukon that are eligible and agree to participate in the Program in accordance with these Terms and Conditions.

f. “Program” has the meaning given to it in the recitals above.

g. “Property” means the Yukon-based building enrolled in the Program.

h. “Residential Customer” refers to a customer of Yukon Energy or ATCO Electric Yukon, as defined in Yukon Energy’s “Terms and Conditions of Service”, available here: https://yukonenergy.ca/customer-service/accounts-billing/terms-and-conditions-of-service.

i. The "Term" refers to the duration during which the Participant agrees to actively participate in and comply with the Program’s objectives and guidelines. The Term begins on the date the Participant accepts these Terms & Conditions pursuant to section 14, and ends when any of the termination causes specified in these Terms & Conditions are met.

2. Eligibility Criteria

To be eligible to participate in the Program, Participants must at all times during the Term satisfy the following criteria:

a. Property Location: Participants must be a lawful tenant or registered owner of the Property that would be participating in the Program. The Property must be located in the Yukon and be serviced by the Yukon Integrated System. Please refer to our website to confirm the eligibility of your location: https://peaksmart.ca/.

b. Utility Account: Participants must have an active electricity distribution account for the Property as a Residential Customer with Yukon Energy or ATCO Electric Yukon.

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c. Device Ownership: Participants must have one or more Device(s) installed at the Property prior to enrolling in the Program.

d. Connected Loads: To be eligible for the Program, Participants must ensure that their Device(s) are, at all times, the primary control device for the connected electrical appliance(s) to which they are connected (examples including but not limited to electric baseboards, electric furnace or boiler, electric hot water heater, electric vehicle, or electric vehicle supply equipment).

e. Consent to Participate: Participants must freely and willingly provide their consent to participate in the Program, acknowledging and agreeing to these Terms and Conditions, including allowing Yukon Energy to make adjustments in their Devices' power consumption during DR Events.

f. Communication Capability: Participants must have a consistent internet connection, including but not limited to DSL, fibre, or satellite, to facilitate real-time communication with the connected Devices.

g. Age Requirement: Participants who are individuals must be at least 19 years of age or older.

h. Complete Registration: Participants must complete the Program's enrollment and registration process, providing all necessary information and documentation as required. More details regarding registration in Section 3 below.

i. Agree to Terms & Conditions: Participants must read, understand, and agree to adhere to these Terms & Conditions, including any future amendments or modifications.

3. Enrollment & Registration

a. Application: Persons interested in participating in the Program must satisfy all of the eligibility criteria in Section 2 above and complete the relevant online application ("Application") for their Device type(s), the details of which may be determined at Yukon Energy's sole discretion. For details, refer to the program website: https://peaksmart.ca/.

b. Eligibility Verification: Following the submission of an Application, Yukon Energy will determine the eligibility of the applicant(s) at its sole discretion.

c. Device Verification: Yukon Energy may at its reasonable discretion require Program applicants or Participants to provide evidence of their Device's compatibility with the Program or permit Yukon Energy to conduct an on-site assessment to ensure the Device meets the Program's standards and requirements. The Participant may withdraw from the Program in lieu of an on-site assessment; however, in such cases, they waive any future incentives associated with the Program.

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d. Yukon Government Installation: Where a Program applicant has their Device(s) installed by a service provider authorized by the Yukon Government, Device verification will be provided by the authorized service provider upon installation.

e. Confirmation: Only those applicants deemed suitable by Yukon Energy will receive confirmation of their enrollment in the Program. This confirmation will provide further details on the integration of their Device(s) into the Program. Yukon Energy may modify the enrollment criteria without notice and may change or deny enrollment to any applicant without disclosing specific reasons.

f. Peak Smart Contest: By enrolling in the Program, you agree to be automatically enrolled in the Peak Smart Contest. For full rules and regulations of the Peak Smart Contest, visit the program website.

4. Operation of Devices During DR Events

a. Communication: Participants will have the opportunity to opt-in to be notified of upcoming planned DR Events via email at any time during the Term of their participation. Planned upcoming DR Events will also be listed on the program website: https://peaksmart.ca/. Yukon Energy may modify the DR Event notification process without notice, and to initiate unplanned DR Events without notice.

b. Adjustment and Opt-Outs: During a DR Event during the Term, the Participant's Device(s) will automatically adjust their power consumption according to the Program's guidelines, as determined at Yukon Energy's sole discretion, unless manually overridden by the Participant.

c. Non-Interference: Except for manual overrides, as provided in this Section 4, Participants may not interfere with a Device during a DR Event during the Term, unless necessary for safety or urgent operational reasons.

d. Manual Override: In situations where a Participant wishes to override the Device's automated adjustments during a DR event during the Term, they may do so at any time without providing notice to Yukon Energy.

e. Frequent Overrides and Participation Termination: Yukon Energy may terminate any Participant's enrollment in the Program, at its sole discretion, including but not limited to if a Participant frequently overrides their Devices' automated adjustments during the Term.

5. Incentives

a. Distribution: Participants meeting Yukon Energy's Incentive criteria during the Term may be eligible for financial incentives from Yukon Energy.

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b. Amount: The specific value of the Incentive will be determined at Yukon Energy's sole discretion, and may be based on the Participant's enrolled Device type and extent to which the Devices participate in DR Events without interruption or manual overrides during the Term.

c. Method: The method of delivery for any Incentives will be described on the Program's website, as determined at Yukon Energy's sole discretion.

d. Taxes: Any applicable taxes in respect of the Incentives are the responsibility of the Participant.

e. Incentive Amendments: Yukon Energy may modify, reduce, or eliminate any Incentives (including value, qualification criteria, or delivery methods) at any time, without prior notice.

6. Data Privacy & Security

The collection, use and disclosure of data under the Program shall be in accordance with Yukon Energy's Customer Privacy Policy.

7. Data and Intellectual Property Ownership

a. Ownership of Data: All energy consumption Data and related Data collected by Yukon Energy under the Program shall remain the proprietary property of Yukon Energy. Participants consent to this, and acknowledge and agree that they have no ownership rights over any of the Data collected by Yukon Energy under the Program.
b. Intellectual Property: Any intellectual property, including but not limited to innovations, methodologies, or improvements, developed as a result of the Program or based on the data collected, remains the exclusive property of Yukon Energy. Participants will not at any time claim any rights, title, or interest in any such intellectual property and acknowledge Yukon Energy's exclusive rights to use, license, or exploit any such intellectual property without restriction.

8. Termination & Withdrawal

a. Participant Withdrawal: Participants may withdraw from the Program at any time by notifying Yukon Energy in writing or by phone, the contact information of which may be indicated on the Program website: https://peaksmart.ca/, at which time the Term will expire and these Terms & Conditions will terminate.

b. Termination by Yukon Energy: Yukon Energy may terminate the Program or any Participant's involvement in the Program at its sole discretion, without providing any

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reasons and without prior notice, at which time the Term will expire and these Terms & Conditions will terminate.

c. Post-Withdrawal or Termination: Upon termination or withdrawal, Participants will no longer be eligible for any Incentives. The Participants will be solely responsibility to revert their Devices to their standard or preferred settings, if applicable.

9. Disclaimer of Warranties

a. Participation in Program: Your participation in the Program is entirely at your own risk. The Program is provided “as is” and “as available”, without any guarantees or warranties of any kind, express or implied. No entity, including Yukon Energy or its affiliates, owners, directors, officers, agents, or employees guarantee the accuracy, reliability, or security of the Program. You are solely responsible for any damage or loss, including but not limited to those from malicious software or defective hardware, related to your participation.

b. Authorized Service Providers: The Yukon Government’s authorization of a service provider to install any Device does not constitute an endorsement, recommendation, warranty, or guarantee by Yukon Energy of the qualifications, workmanship, reliability, or suitability of any such service provider. Yukon Energy does not supervise, direct, or control any service provider and is not a party to any agreement between the Participant and any service provider. The Participant acknowledges and agrees that Yukon Energy shall have no liability whatsoever, whether in contract, tort (including negligence), strict liability, or otherwise, for any loss, damage, injury, cost, or expense of any kind arising out of or in connection with: (i) the selection, acts, omissions, negligence, or wilful misconduct of any service provider; (ii) the supply, delivery, installation, maintenance, malfunction, or removal of any Device or related equipment; or (iii) any defect in or unsuitability of any Device or related equipment. The Participant assumes all risk associated with the engagement of any service provider and the installation and use of any Device, and waives any and all claims against Yukon Energy in respect thereof to the fullest extent permitted by applicable law.

10. Limitation on Liability

In no event will Yukon Energy or its affiliates, owners, directors, officers, agents, employees, or successors be liable to Program applicants or Participants, or any third parties, for any loss or damages, including but not limited to losses or damages that are direct, indirect, incidental, consequential, punitive, or exemplary arising from the Program or these Terms & Conditions.

11. Indemnification

You agree to defend, indemnify, and hold harmless Yukon Energy and its affiliates, owners, directors, officers, agents, employees, and successors from any claims or damages of third

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parties arising from or related to your participation in the Program or your breach of these Terms & Conditions. This includes covering all related costs, expenses, and legal fees.

12. Miscellaneous

a. Amendments: These Terms & Conditions may be updated periodically. Yukon Energy will notify Participants of any proposed changes to these Terms & Conditions for the Participants' agreement.

b. Governing Law: These Terms & Conditions are governed by the territorial laws of the Yukon and the federal laws of Canada applicable therein.

c. Severability: If any provision of these Terms & Conditions is deemed invalid or unenforceable, the remaining provisions will remain in effect.

d. Waiver: Yukon Energy's failure or delay in exercising any right, power, or privilege will not be construed as a waiver of such right. Yukon Energy retains all rights and may enforce them at any time.

e. Unless the context requires otherwise, in these Terms & Conditions words importing the singular include the plural and vice versa, and words importing gender include all genders.

f. Any right, obligation, or representation in these Terms & Condition which, by its nature, should survive termination or expiration of the Term or these Terms & Conditions, including but not limited to the rights and obligations in Sections 6, 7, 9, 10, 11, and this Section 12(f) will survive termination or expiration of the Term or these Terms & Conditions.

g. Previous Agreements: In the event of any conflict or inconsistency between these Terms & Conditions and any prior agreement between Yukon Energy and any Participants, the terms of the prior agreement shall prevail.

13. Contact Information

For any queries, concerns, or feedback related to the Program, refer to the Program website at https://peaksmart.ca/

14. Acceptance of Terms & Conditions

By clicking "Accept", you acknowledge that you have read, understood, and agreed to these Terms & Conditions in their entirety, and if requested by Yukon Energy, you grant permission for ATCO Electric Yukon ("ATCO") to share any of your ATCO customer data with Yukon Energy, including with respect to your account-level electricity consumption with ATCO, data from any participating Devices in the Program, and your account status with ATCO. In addition, you grant Yukon Energy permission to share your Data with the

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Government of Yukon for purposes related to Program oversight, management, and the processing or issuance of Participant rebates and incentives. If you do not agree, you must not use the Program or click “Accept”. By continuing to participate in the Program, you agree to any future changes to these Terms & Conditions.