

Participant's Agreement (contract) - Installation

HILO SERVICE

This document (the "Agreement") sets out the terms and conditions of participation in the Hilo Service (the "Hilo Service") as provided by Hydro-Québec. Capitalized terms and expressions are defined in [the Glossary](#) >

1. Program Eligibility

- 1.1** The person wishing to participate in the Hilo Service (the "Participant") must at all times meet the conditions below for the entire duration of the Agreement:
 - 1.1.1** Is responsible or jointly responsible for a Hydro-Québec Rate D contract (base rate) or a proxyholder for said Hydro-Québec customer, without the Winter Credit Option, for residential use, as a tenant or owner of the Dwelling.
 - 1.1.2** Has a smart mobile device on which the Hilo App may be downloaded and used (see the Website for details about compatible versions).
- 1.2** In addition, the Dwelling must meet the following conditions throughout the term of the Agreement:
 - 1.2.1** Be equipped with a Hilo Smart Home Hub (a single Smart Home Hub is required to receive the Hilo Service).
 - 1.2.2** Be equipped with a Hydro-Québec communicating meter.
 - 1.2.3** Be equipped with electrical and plumbing installations that comply at all times with all electrical and plumbing standards, as the case may be, and with the applicable laws in effect.
 - 1.2.4** Have a high-speed Internet connection and a functional wireless network (such as Zigbee, WiFi or other wireless networks) covering all Connected Devices.
 - 1.2.5** Be a single-family home, a semi-detached or row house, or be located in a building with two or more units.
- 1.3** The Participant must also comply with the requirements below relative to Hilo Solutions:
 - 1.3.1** For the Smart Solution for Heating, the Dwelling must be equipped with electric heaters controlled by functional connected thermostats that are compatible with the Smart Solution for Heating (and displayed as such on the Website) throughout the term of the Agreement.
 - 1.3.2** For the Smart Solution for Water Heater, the Participant must have a functional electric water heating system and a Dwelling that are compatible with the Smart Solution for Water Heater (and displayed as such on the Website) throughout the term of the Agreement.
 - 1.3.3** For the Smart Solution for Electric Vehicle Charging, the Participant must have a functional charging station that is compatible with the Smart Solution for Electric Vehicle Charging (and displayed as such on the Website) throughout the term of the Agreement.

1.3.4 If the Participant purchases one or several Connected Devices from a third party, additional requirements or restrictions may apply. Hydro-Québec has no control over the requirements or restrictions of these third parties and cannot therefore be held liable if the Participant is unable to access the Hilo Solutions due to such requirements or restrictions.

2. Hilo Challenges

- 2.1** The day before each Hilo Challenge, the Participant will be notified of the Hilo Challenge through the Hilo App. The Participant may:
- 2.1.1** *At any time, decline to take part in the Hilo Challenge.* The Participant must indicate their refusal before or during the Hilo Challenge through the Hilo App. A Participant who declines a Hilo Challenge may not modify their choice after 11:59 p.m. of the day before the Hilo Challenge.
- 2.1.2** *Agree to take part in the Hilo Challenge.* In this case, the Participant is not required to take any action, since, unless they have expressly refused to take part in a Hilo Challenge through the Hilo App, they will be considered to have agreed to take part in the Hilo Challenge.
- 2.2** The Participant may change the Hilo Setpoints at any time (in particular, through the Hilo App, a setting in the Hilo App, the Connected Device or the voice assistants) or exclude the Connected Device (through the Hilo App). However, changing Hilo Setpoints or excluding a Connected Device during a Hilo Challenge (i) may affect the results of the Hilo Challenge and the calculation of any potential Reward, and (ii) will exclude the applicable Connected Devices from the Hilo Setpoints. A Participant who excludes one or more Connected Devices from a Hilo Challenge may not modify this choice during the Hilo Challenge. The Participant may include back the Connected Devices manually to the Hilo Setpoints once such Hilo Challenge has ended. Hydro-Québec is not responsible if a Hilo Solution or Connected Device fails to participate in a Hilo Challenge due to the modification of a Hilo Setpoint or the exclusion of a Connected Device by the Participant.

Participation in Hilo Challenges

- 2.3** The Participant undertakes to participate in a maximum number of Hilo Challenges throughout the term of the Agreement. Hydro-Québec reserves the right to conduct tests outside the Winter Period for each Hilo Solution. The Participant will receive notification of a test through the Hilo App the day before each test. Participants can agree or decline to take part in each test following the procedure set out in section 2.1 of this Agreement. The Participant's refusal to take part in one or more tests will not be taken into account when calculating the number of refusals for the Winter Period.
- 2.4** Hydro-Québec reserves the right not to invite the Participant to take part to one or more Hilo Challenges as well as to solicit their participation on a partial basis only. Hydro-Québec also reserves the right to request that only certain Hilo Solutions or certain Connected Devices under the same Hilo Solution in the Dwelling take part in one or more Hilo Challenges, as well as the right to exclude said Hilo Solutions or Connected Devices altogether from one or more Hilo Challenges.
- 2.5** The Participant agrees that, despite their acceptance of a Hilo Challenge involving the Smart Solution for Water Heater, Hydro-Québec might not request the participation of said Smart Solution during a Hilo Challenge if the measures and guidelines issued by any government authority, including those issued by the Direction générale de la Santé publique du Québec (Québec's public health authority), are not followed prior to the Hilo Challenge. These measures and guidelines are subject to change without notice. In such a case, the Smart Solution for Water Heater will not contribute to the Hilo Challenge, which may affect the amount of the Reward.
- 2.6** The maximum number of Hilo Challenges is two (2) per day and thirty (30) per Winter Period.

Calculation of Rewards

- 2.7** Hydro-Québec distributes Rewards to Participants who are entitled to them. The Rewards are paid out once a year, following the Winter Period of the reference year. Hydro-Québec may, at its discretion, pay out the Reward to the Participant by cheque, bank transfer or any other method.
- 2.8** The Participant will receive \$0.55 per kilowatthour saved during the reduction phases of the Hilo Challenges that were accepted during that Winter Period. No Rewards will be paid for Hilo Challenges that were declined.
- 2.9** Should Hydro-Québec be unable to obtain the Dwelling's energy consumption data (for example, because the Smart Home Hub failed to communicate properly with the Hydro-Québec communicating meter connected to the Hilo Service), Hydro-Québec may nonetheless invite the Participant to take part in Hilo Challenges. In such cases, the Reward will be calculated as follows:
- 2.9.1** For the Smart Solution for Heating: \$0.40 per connected thermostat for every Hilo Challenge accepted. The following fixed amount will be added to the above amount: (i) \$3.00 if the Participant accepts a Hilo Challenge by selecting the "Extreme" setting; (ii) \$1.50 if the Participant accepts a Hilo Challenge by selecting the "Intrepid" setting; or (iii) \$0.50 if the Participant accepts a Hilo Challenge by selecting the "Moderate" setting; and in all situations, on condition that at least one (1) thermostat remains connected throughout the entire duration of the Hilo Challenge.
- 2.9.2** For the Smart Solution for Water Heater: \$0.40 per connected water heater for every Hilo Challenge accepted.
- 2.9.3** For the Smart Solution for Electric Vehicle Charging: \$0.40 per connected charging station for every Hilo Challenge accepted.
- For the purposes of calculating the Reward referred to in section 2.9, only those Connected Devices connected throughout the duration of the Hilo Challenge will be considered. The Participant must therefore avoid withdrawing their Connected Devices before or during the Hilo Challenge or changing the Hilo Setpoints during the Hilo Challenge in order to maximize the amount of the Reward.
- 2.10** A Participant who has declined more than ten (10) of the proposed Hilo Challenges in a given Winter Period will not be entitled to any Rewards for that Winter Period, and the Agreement may be terminated as a result, in accordance with section 7.3 of the Agreement. Any refusal to participate in tests outside the Winter Period will not be counted in the number of refusals to take part in a Hilo Challenge.
- 2.11** Should Hydro-Québec become aware that the Hilo Service or Dwelling has been manipulated to alter, rig or tamper with the Dwelling's electricity consumption or electricity metering, Hydro-Québec may cap and/or review the Participant's Rewards. In addition, Hydro-Québec may terminate this Agreement in accordance with section 7.3 and/or section 7.4.
- 2.12** Hydro-Québec reserves the right to offset amounts owed to it by the Participant in connection with the Hilo Service.

Energy Savings Not Guaranteed

- 2.13** Hydro-Québec does not guarantee any energy savings or other benefits related to the use of the Hilo Service. Hydro-Québec cannot be held liable for any increase to an electricity bill, given that any such increase may be due to the weather, the Participant's consumption habits, improper use of the Hilo Service and/or infrequent participation in the Hilo Challenges.

3. Undertakings

3.1 The Participant's undertakings are as follows throughout the Agreement:

3.1.1 Maintain a high-speed Internet connection and have a functional wireless network (such as Zigbee, Wi-Fi or other wireless networks) covering all Connected Devices.

3.1.2 Download the Hilo App onto a smart mobile device and refrain from uninstalling it.

3.1.3 Regularly update the Hilo App.

3.1.4 In situations where the Connected Devices were installed by a third party, ensure that all Connected Devices are in good working order and are connected to and paired with the Smart Home Hub within thirty (30) days following receipt of the Smart Home Hub by mail.

4.4. Using the Hilo Service

4.1 Direct or indirect use, by any means whatsoever, of the Hilo Service under the following terms is strictly prohibited:

4.1.1 Any commercial purposes.

4.1.2 Any illegal purposes.

4.1.3 Any use involving computer interference and that interferes with the security of the Connected Devices or their data, or that involves decoding of data.

4.2 Hydro-Québec is not liable for (A) any damage or inconvenience caused by (i) a Hilo Service malfunction that is not the result of its actions or the personal actions of its representatives or partners; or (ii) the Participant's manual adjustments of the Connected Devices including, without limitation, Hilo Service interruptions, delays, failures, omissions or loss of information, or faulty connections with voice assistants, the systems and its partners, or between the Hilo App, the Smart Home Hub and the Connected Devices; or (B) a Hilo Solution or a Connected Device that is unable to participate in a Hilo Challenge due to a change to the settings and/or installation of said Hilo Solution or Connected Device that the Participant has made or has caused to be made by a third party unauthorized by Hydro-Québec or Hilo. To these ends, the Participant agrees not to modify the temperature of their water heater. The Participant understands that Hydro-Québec cannot guarantee that their participation in the Hilo Challenges will always be uninterrupted, available, accessible, stable and/or unlimited.

4.3 The Participant must, at all times, follow the manufacturer's recommendations and warnings concerning their water heater, and in particular concerning the recommended water temperature and wholesomeness of the water in the tank. At all times, it is important to avoid a hot water deficit. It is recommended to wait at least 24 hours after the manual restart of the water heater before using hot water. Manually disconnecting the water heater for an absence of less than one week is not recommended. Manual disconnection of the hot water heater may compromise both water safety and participation in the Hilo Challenges as well as increase the risk of running out of hot water. For more information on how the Hilo Smart Solution for Water Heater meets water wholesomeness criteria, the Participant should visit the Website.

4.4 In the event that the Smart Home Hub is unable to properly connect to a Connected Device (including but not limited to a Hydro-Québec communicating meter), certain functionalities of the Hilo Service may not operate properly, in whole or in part, including the instantaneous power demand reading of the Dwelling.

4.5 By agreeing to be bound by this Agreement, the Participant also agrees to be bound by the documents below (see hiloenergie.com and hydroquebec.com):

- [Website Privacy Policy](#)
- [Website Terms of Use](#)
- [Hilo App Privacy Policy](#)
- [Hilo App Terms of Use](#)
- [Voice Assistants' Privacy Policy and Terms of Use](#)
- [Terms of Use Governing Digital Platforms and Confidentiality Policy](#)
- [Our Commitment to Your Privacy](#)

5. Intellectual Property and Licence

- 5.1** All rights, titles and interests related to the Hilo Service, the Hilo App and the Website (including program code), as well as the Hilo brands and logo, are the property of Hydro-Québec and/or Hilo and are protected by intellectual property laws. The Participant may not use, reproduce, translate, publish, transmit or distribute any of these elements, in whole or in part, without the written authorization of Hydro-Québec and/or Hilo. Neither this Agreement, nor the terms of use of the Hilo App and Website, nor the Participant's use of the Hilo Service shall confer upon or grant the Participant any rights whatsoever with regards to any such intellectual property, other than as expressly provided for in this Agreement.
- 5.2** On condition that the Participant complies with this Agreement and the terms of use of the Hilo App and Website, the Participant shall receive a non-transferrable, non-assignable, non-exclusive, revocable and free licence to download and use the Hilo App, and to access to the Hilo App and Website, exclusively for personal (residential) use. No other use is permitted.

6. Personal information

- 6.1** Hydro-Québec is subject to the *Act respecting Access to Documents Held by Public Bodies and the Protection of Personal Information*. The personal information it collects for the duration of this Agreement is necessary for it to be able to fulfil its mandate under the *Hydro-Québec Act*.
- 6.2** To benefit from the Hilo Service and once the Participant has downloaded the Hilo App or signed up for the newsletter, personal information is collected and used by Hydro-Québec, including the Participant's first and last names, home address, phone number, email address and actual electricity consumption as well as the Participant's use of the Connected Devices and voice assistants.
- 6.3** Hydro-Québec also uses the personal information it holds concerning the Participant's Hydro-Québec account, including the account number, status as the person responsible for the account and electricity rate associated with the account as well as the communicating meter location, compatibility and number, home address, phone number, email address and type of home heating.
- 6.4** Hydro-Québec takes privacy very seriously and invites the Participant to read the policies below to find out more about the information collected, its intended use as well as practices regarding the protection of personal information:
- [Hilo App Privacy Policy](#)
 - [Our Commitment to Your Privacy](#)
 - [Voice Assistants' Privacy Policy and Terms of Use](#)

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- 6.5** Hydro-Québec, Hilo, their service providers and partners may use, for research and development purposes, the personal information listed in the previous paragraphs, as well as the following: data concerning the status, operation and controls of the installed Connected Devices, including data from these Connected Devices; data and statistics concerning the Participant's use of the Hilo App; and any answers, comments or other information provided by the Participant, including as part of an exchange with Hydro-Québec in relation to the Hilo Service. Hydro-Québec may also analyze the personal information or data collected in order to provide personalized advice and help the Participant consume electricity more efficiently.
 - 6.6** Access to personal information provided by the Participant will be granted only to authorized individuals whose duties require them to have such access. If the Participant fails to provide such information, their participation in the Hilo Service may be denied.
 - 6.7** The Participant may access or rectify their personal information by contacting customer service for the Hilo Service at 1 844 500-HILO (4456).

7. Term and Termination

- 7.1** The Agreement comes into effect as soon as the Participant agrees to these terms and conditions.
- 7.2** The Participant may terminate the Agreement or one of the Hilo Solutions at any time. However, the Participant may no longer be eligible for Rewards for the Winter Period in progress when the Agreement or one of the Hilo Solutions is terminated.
- 7.3** Hydro-Québec may unilaterally terminate this Agreement by advising the Participant in writing at least sixty (60) days in advance. However, the length of such prior notice will be reduced to fifteen (15) days should Hydro-Québec terminate the Agreement for any of the following reasons:
 - 7.3.1** The Participant declines to take part in more than ten (10) Hilo Challenges in the course of a given Winter Period.
 - 7.3.2** The Participant repeatedly fails to sufficiently reduce their electricity consumption during an accepted Hilo Challenge (for example, by using energy-hungry devices such as household appliances), or consumes more than their reference consumption during Hilo Challenges that have been accepted or declined.
 - 7.3.3** The Participant fails to meet their undertakings as set out in this Agreement.
 - 7.3.4** The Participant withdraws their consent to the terms set out in sections 6.2 to 6.6 of the Agreement concerning their personal information.
 - 7.3.5** The Participant moves house or dies, and with no solution in place in accordance with section 8 of the Agreement (Moving and Transfer of the Agreement).
- 7.4** Hydro-Québec may end this Agreement unilaterally without sending a prior notice to the Participant in any of the following cases:
 - 7.4.1** Hydro-Québec must take immediate measures to protect its network or the network of one of its partners.
 - 7.4.2** The Participant misuses the Hilo Service, namely the Connected Devices and customer services, including any manipulation of the Hilo Service or the Dwelling in such a way as to alter, rig or tamper with the Dwelling's electricity consumption or electricity metering.

7.4.3 The Participant uses the Hilo Service, including the Connected Devices, in a manner contrary to applicable laws and regulations.

7.5 In the event of termination, the features of the Hilo App will be deactivated.

7.6 The Participant's consent to the provisions of sections 6.2 to 6.6 will remain in force until the end of the Winter Period during which the Agreement is terminated for the purposes of calculating any Rewards to which the Participant may be entitled.

7.7 After a period of twenty-four (24) months following termination of this Agreement, Hydro-Québec reserves the right, without waiving any of its other rights, to cancel any Rewards to which the Participant was entitled for previous Winter Periods but that the Participant has not yet redeemed. Hydro-Québec will send a notice to the Participant thirty (30) days prior to the cancellation of said Rewards.

8. Moving and Transfer of the Agreement

8.1 Should the Participant move, they must advise the Hilo Service's customer service at least thirty (30) days before the scheduled moving date. Subject to the above, Hydro-Québec may, but is under no obligation to, propose solutions to the Participant to prevent termination of the Agreement, such as the transfer of the Agreement. The Participant alone is responsible to Hydro-Québec for all obligations under this Agreement until the solution proposed by Hydro-Québec and accepted by the Participant has been fully implemented in accordance with Hydro-Québec's instructions.

8.2 The Participant may not transfer this Agreement to a third party without first notifying Hydro-Québec.

8.3 In the event of the Participant's death, the Agreement may only be transferred to a third party living at the same address, subject to Hydro-Québec's consent and upon presentation of the necessary supporting documents. To obtain the Rewards to which the deceased Participant was entitled, the liquidator of the estate or the heirs' representatives, as the case may be, must complete the applicable form for transferring the Rewards and provide a copy of the death certificate issued by the provincial government or the declaration of death issued by the funeral home.

8.4 The Participant may be charged a processing fee of fifty dollars (\$50), plus applicable Taxes, for the solution agreed to with Hydro-Québec.

9. Amendment of the Agreement

9.1 Subject to applicable laws and to section 9.2, Hydro-Québec reserves the right to unilaterally amend the provisions of this Agreement it being understood that such amendment cannot reduce the Rewards already accumulated by the Participant.

9.2 In the event of any amendment to the provisions of this Agreement, Hydro-Québec will provide the Participant with a written notice sixty (60) days before such amendment takes effect, using reasonable means to bring such notice to the Participant's attention. The notice will clearly indicate the proposed amendments and the date on which they are scheduled to come into effect. The Participant will have the option to refuse the amendments that increase the Participant's obligations or reduce Hydro-Québec's obligations, and to terminate the Agreement by providing written notice to Hydro-Québec no later than (30) days after the amendments come into effect. If the Participant does not provide a notice of refusal within the specified timeframe, the Participant will be considered to have accepted the amendments in their entirety.

TERMS AND CONDITIONS OF SALE AND INSTALLATION

Capitalized terms and expressions are defined in [the Glossary](#) >

1. PURCHASE OF CONNECTED DEVICES

To purchase Connected Devices, the Participant must be eligible for the Hilo Service.

Order confirmation

- 1.1. Receipt of an order confirmation from Hilo does not confirm the sale of the Connected Devices in the order. Hilo cannot guarantee that the Connected Devices advertised on the Website or by the customer service department will be available at the time the order is placed or afterward.
- 1.2. Hilo reserves the right to cancel an order and not process it, including after an order has been accepted, and in particular, without limitation, if the Connected Devices are not installed in the Participant's Dwelling within forty-five (45) days following placement of the order if Hilo is not responsible for the delay. In this case, Hilo will notify the Participant that the order has been cancelled and that no amount will be charged or that a refund will be granted, as applicable.
- 1.3. Hilo may require additional information from the Participant before processing an order.

Changes to an order

- 1.4. A Participant who wishes to change an order before the scheduled installation date or shipping date must contact the customer service department supporting the Hilo Service. Hilo reserves the right to refuse the Participant's change request.

Order cancellation

- 1.5. A Participant may cancel an order at no charge up to two (2) business days before the scheduled installation time or shipping date.
- 1.6. If the Participant cancels the order less than two (2) business days before the scheduled installation time or at the time of installation, the Participant will be charged the lower of the following amounts to cover the Installer's administration fees: fifty dollars (\$50) or an amount equal to a maximum of ten percent (10%) of the price of the services set out in these Terms and Conditions of Sale and Installation, plus applicable Taxes.

2. BILLING

- 2.1. Unless otherwise indicated, prices for the Connected Devices shown on the Website do not include applicable sales Taxes or shipping and handling charges, if any. The price, Taxes and related charges, if any, will be clearly indicated in the shopping cart on the Website or, for orders placed by telephone, by the customer service agent supporting the Hilo Service, before the transaction is concluded. The Participant will receive an email confirmation following the transaction. After installation, an invoice itemizing the prices, Taxes and applicable charges to be paid, if any, will be emailed to the Participant. The order confirmation and invoice form an integral part of these Terms and Conditions of Sale and Installation. The Participant must pay all Hilo Service costs indicated in the invoice.

3. TERMS OF PAYMENT

- 3.1. All payments must be made by credit card (Visa or Mastercard) or any other means occasionally authorized by Hilo.
- 3.2. Credit card purchases must be made through the Moneris secure online payment system in accordance with its terms of use. Payments made by credit card are subject to the approval of the financial institution that issued the credit card.
- 3.3. In all cases, the Participant has sole responsibility for the actual payment of the Connected Devices purchased for the Dwelling.
- 3.4. The Participant undertakes at all times to pay all amounts due to Hilo. Hilo reserves the right to institute applicable legal proceedings to recover any outstanding amounts owed by the Participant.

4. CREDIT

- 4.1. **Eligibility.** [The number of Connected Devices purchased from Hilo that are eligible for the Credit is limited per address to the amount specified here.](#)
- 4.2. **Calculation.** At the time of purchasing Connected Devices from Hilo, provided the quantity specified in paragraph 4.1 is respected, the Participant may be granted a Credit by Hilo, which is calculated as follows: the total value of the current selling price of the Connected Devices required for the Hilo Service, as determined by Hilo, minus (-) the amount billed to the Participant, before Taxes and before any additional rebates granted during a temporary promotion at the time of the sale (if applicable).
- 4.3. **Credit Balance.** Hilo assumes the Credit in full as follows: The Credit balance decreases based on an equalized monthly discount over a period of twelve (12) months from the date of installation of the Connected Devices. The Credit balance is updated in the Participant's account. The Participant can obtain their Credit balance by contacting the customer service department supporting the Hilo Service.
- 4.4. **Participant's payment of the Credit balance.** If the Hilo Service Agreement is terminated by the Participant or as a result of a default by the Participant, or if the Participant refuses or withdraws from more than 10 Hilo Challenges per Winter Period during the first twelve (12) months following the installation date of the Connected Devices, the Credit balance will become immediately due and payable by the Participant on the effective date of termination.

5. INSTALLATION OF CONNECTED DEVICES

- 5.1. If the Installer is designated by a third party affiliated with the Hilo Service, it is the Participant's responsibility to be aware of the terms and conditions related to the installation carried out by such a third party. It is also the Participant's responsibility to accept such terms and conditions if the Participant is in agreement with them.
- 5.2. Hilo will contact the Participant to schedule installation of the Connected Devices once the order is confirmed.
- 5.3. In all situations, if a Connected Device cannot be installed on the scheduled installation date for reasons beyond Hilo's control or that of its representative, that Connected Device will be removed from the order. The amount to be paid will be updated in the invoice to reflect only the Connected Devices actually installed.

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- 5.4.** In all situations, if an additional Connected Device must be installed on the scheduled installation date, at the Participant's request, this Connected Device will be added to the order. The amount to be paid will be updated in the invoice to reflect only the Connected Devices actually installed. Notwithstanding the above, Hilo reserves the right to refuse an addition if the Participant should fail to provide the information required to proceed with payment for any Connected Device thus added.
 - 5.5.** Under the Hilo Service, all Hilo brand Connected Devices requiring an electrical or plumbing connection must be delivered and installed by an Installer. The Installer will collect all Connected Devices that have not been installed, and under no circumstances will such a Connected Device be left with the Participant or in the Dwelling.
 - 5.6.** Hilo will not be required to install the Connected Devices and may charge the Participant one hundred and fifty dollars (\$150), plus applicable Taxes, to cover the Installer's travel costs if the Installer observes any of the following (as applicable) upon arriving at the Dwelling:
 - 5.6.1.** The Dwelling's physical, electrical or plumbing installations do not allow for the safe installation of the Connected Devices or access to the Connected Devices is difficult.
 - 5.6.2.** The Dwelling's physical, or electrical or plumbing installations must be modified in order to install the Connected Devices according to industry practices and their intended use, and in compliance with all applicable laws and regulations.
 - 5.6.3.** The Dwelling's light fixtures, electric water heater, heating devices and electrical outlets have not been installed, or they are not functional or accessible.
 - 5.6.4.** The Dwelling's lighting, heating and electric circuits are not supplied from the electrical panel.
 - 5.6.5.** The devices supplying water to the Dwelling and the water heater have not been installed or are not functional or accessible.
 - 5.6.6.** Access to the electric water heater is difficult, or is located in a small space or in a crawl space.
 - 5.6.7.** The Participant or the Dwelling does not meet the conditions of these Terms and Conditions of Sale and Installation.

Participant's presence during installation

- 5.7.** The presence of the Participant or their Designated Representative is required during installation of the Connected Devices when performed by an Installer designated by Hilo.
- 5.8.** The Participant or their Designated Representative must be in possession of the smart mobile device that will be used to control the Connected Devices.
- 5.9.** Hilo will not install any Connected Devices in any of the following situations:
 - 5.9.1.** The Participant is absent and has no Designated Representative.
 - 5.9.2.** The Participant or their Designated Representative does not have a smart mobile device, or the smart mobile device is uncharged or is not functional.
 - 5.9.3.** The Hilo App has not been downloaded to the smart mobile device or, if downloaded, is not functional.

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- 5.10.** In any of these situations, the purchase of the Connected Devices will be honored, but installation will be postponed and the Participant may be charged fifty dollars (\$50), plus applicable Taxes, to cover the Installer's travel costs. Hilo may also invoice the Participant for the cost of any additional installation services provided and work performed.
- 5.11.** The Participant authorizes Hilo or any person duly authorized by Hilo to enter the Dwelling on the days and at the times agreed upon to test or make improvements to the Connected Devices, and to install, replace, repair, modify or remove the Connected Devices. In cases where the Installer cannot access the Dwelling or the Connected Devices, the Participant may be charged fifty dollars (\$50), plus applicable Taxes, to cover the Installer's travel costs.
- 5.12.** The Installer and the Participant undertake to comply with all applicable measures and guidelines from the Direction générale de la santé publique during installation and any subsequent visits.

Minor work, liability and warranties

- 5.13.** Installation of the Connected Devices requires minor work such as drilling holes and placing screws. Hilo will not carry out any restoration work after installing the Connected Devices. However, when the installation is done by Hilo, Hilo will repair any damage that may be caused by the Installer's fault or negligence during installation of the Connected Devices. If the Participant does not own the premises where the Hilo Solutions and Connected Devices must be installed, the Participant confirms that they have obtained the prior consent of the owner of the premises concerning installation of the Hilo Solutions and Connected Devices.

6. WARRANTIES AND LIABILITIES

- 6.1.** Hilo brand Connected Devices, Smart Home Hub and products distributed by Hilo, whether purchased from Hilo or indirectly through a third party affiliated with the Hilo Service are warranted for three (3) years against manufacturing defects as follows:

- As of the installation date, if the installation is performed by Hilo.
- As of the date on which the Participant takes possession of the Dwelling, if the installation is performed by an authorized affiliated third party in a new construction.
- As of the date of the Participant's order, if Hilo has mailed the Connected Devices and products to the Participant.

In addition, if the Connected Devices or the Smart Home Hub are installed by Hilo, they are warranted for one (1) year against installation defects beginning on the installation date. The manufacturer's warranty on Hilo brand Connected Devices or on the Smart Home Hub does not apply if the equipment breaks or is defective for one of the following reasons:

- 6.1.1.** An accident.
- 6.1.2.** An event of force majeure.
- 6.1.3.** A Connected Device or the Smart Home Hub has been modified without Hilo's authorization.
- 6.1.4.** The Connected Device or the Smart Home Hub was used improperly or in abusive manner.

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- 6.2.** Non-Hilo brand Connected Devices and products distributed by Hilo, whether purchased directly from Hilo or indirectly through a third party affiliated with the Hilo Service are covered by the manufacturer's warranty. The Participant must consult the user guide or technical specifications for these Connected Devices and products, which can be found on the Website. In addition, if these Connected Devices are installed by Hilo, they are warranted for one (1) year against installation defects beginning on the installation date.
- 6.3.** Hilo offers no warranty for Connected Devices purchased from third parties that are not (i) Hilo brand devices or (ii) distributed directly by Hilo or indirectly by a third party affiliated with the Hilo Service. The Participant must consult the user guide or technical specifications for these Connected Devices or products sold by third parties.
- 6.4.** Hilo offers no best-price warranty for Connected Devices sold by Hilo or for installation fees.
- 6.5.** The Participant must ensure that the Connected Devices and the Smart Home Hub (including the smoke detector and water heater) meet all applicable operating requirements, including requirements stipulated in the user manuals, technical specifications, standards, codes and applicable laws (municipal and other). The Participant assumes all liability resulting from non-compliance with requirements that apply to the use of the Connected Devices by the Participant or by a third party.
- 6.6.** Only (i) Hilo brand Connected Devices or (ii) non-Hilo brand Connected Devices that have been approved by Hydro-Québec (and are displayed as such on the Website) will work with and are compatible with the Smart Home Hub and Hilo App. For clarification, Hydro-Québec and Hilo do not guarantee the good working order or compatibility of a non-Hilo brand Connected Devices that have not been approved by Hydro-Québec (and are displayed as such on the Website) with the Smart Home Hub or Hilo App. Therefore, at Hydro-Québec's request, the Participant must remove and disconnect any other device from the Smart Home Hub and Hilo App to ensure the proper functioning of the Hilo Service. Non-Hilo brand Connected Devices that are compatible with the Hilo Service are subject to change without notice.
- 6.7.** Hilo is not required to provide replacement parts or repair services after the warranty period expires or at any time if the Participant does not comply with section 6.5 of these Terms and Conditions of Sale and Installation. In addition, Hilo provides technical support only for the Hilo Smart Home Hub and Connected Devices distributed directly by Hilo or indirectly through a third party affiliated with the Hilo Service. Throughout the term of the installation warranty, Hilo may repair or provide for the repair of the Smart Home Hub and the Connected Devices covered by the warranty, or may replace them at its discretion. This technical support service is included in the installation warranty, except in the following situations:
- 6.7.1.** The problem was caused by the Participant's fault.
- 6.7.2.** The problem was caused by the Participant's improper use of the Hilo Service, a Connected Device or the Smart Home Hub.
- 6.7.3.** The problem was caused by equipment not covered by the warranty provided for in section 6.1, for example, a defective device located in the Participant's home, including a light fixture or heating system.
- 6.7.4.** The problem was caused by a failure in the Participant's electrical system, including a circuit breaker that is off or defective, an electrical wire that has been cut, etc.
- 6.8.** In all of the cases listed above, Hilo may charge the Participant one hundred and fifty dollars (\$150) to cover travel costs for the specialist assigned to this service call.

7. PERSONAL INFORMATION

- 7.1.** Hilo collects and uses personal information such as the Participant's first and last names, address, telephone number, email address and actual electricity consumption and as well as the Participant's use of the Connected Devices and voice assistants.
- 7.2.** Hilo also uses the personal information held by Hydro-Québec concerning the Participant's Hydro-Québec account, including the account number, status as the person responsible for the account and electricity rate associated with the account, as well as the location, compatibility and number of the communicating meter, the home address, phone number, email address and type of home heating.
- 7.3.** Hilo takes privacy very seriously and invites the Participant to read the policies below to find out more about the information collected, its intended use as well as practices regarding the protection of personal information:
- [Hilo App Privacy Policy](#)
 - [Our Commitment to Your Privacy](#)
 - [Voice Assistants' Privacy Policy and Terms of Use](#)
- 7.4.** Hydro-Québec, Hilo and their service providers and partners may use, for research and development purposes, the personal information listed in the previous paragraphs, as well as data concerning the status, operation and controls of Connected Devices that have been installed, including data from these Connected Devices; data and statistics concerning the Participant's use of the Hilo App; as well as answers, comments or other information provided by the Participant, including as part of an exchange with Hydro-Québec in relation to the Hilo Service.
- 7.5.** Personal information provided by the Participant will be accessed only by authorized individuals whose duties require them to have such access.
- 7.6.** The Participant may access or amend their personal information by contacting the customer service department supporting the Hilo Service at 1 844 500-HILO (4456).
- 7.7.** The Participant understands that the personal information referred to in these Terms and Conditions of Sale and Installation will be handled by Hilo in accordance with the applicable legislation governing the protection of personal information.

Services Hilo Inc. holds a licence issued under the *Building Act* (R.B.Q. 5799-4220-01).

GLOSSARY

Agreement: Terms and conditions pertaining to participation in the Hilo Service.

Connected Device: Any Internet of Things device, equipment or object that is part of a Hilo Solution or complementary to the Hilo Service, bearing the Hilo brand or another brand, provided by Hilo as part of the Hilo Service and managed by the Participant using the Hilo App and Smart Home Hub.

The Participant may obtain certain Connected Devices through a third party. In this situation, the Connected Devices must be compatible with the Hilo Service and approved by Hydro-Québec. The complete, detailed list of compatible Connected Devices is available on the Website.

Credit: A monetary benefit in the form of a partial discount, calculated in accordance with Article 4 of the General Terms and Conditions of Sale and Installation, granted to the Participant by Hilo in consideration of the Agreement.

Designated Representative: Person authorized to represent the Participant during installation of the Connected Devices.

Dwelling: The home where the Hilo Service is installed.

Hilo: Legal entity whose full name is Hilo Services Inc., a subsidiary of Hydro-Québec.

Hilo App: Mobile app downloaded by the Participant onto a smart mobile device and used to control the Connected Devices in the context of the Hilo Service.

Hilo Challenge: One-time event in which Hilo Setpoints are implemented for the Participant's Hilo Solutions in order to reduce the Participant's energy consumption during a peak period or shift their energy consumption to outside of the peak period. A Hilo Challenge may occur in the morning, in the evening, or both. Further information about Hilo Challenges is available on the Website.

Hilo Service: All services provided by Hydro-Québec as part of the smart home service, through which Participants can reduce their energy consumption, better understand their electricity consumption habits during the Winter Period and earn Rewards when they accept and complete a Hilo Challenge in accordance with the Agreement.

As part of the Hilo Service, the Participant can monitor their electricity consumption, manage their Connected Devices and take part in Hilo Challenges.

The Participant will receive the total amount of Rewards earned at the end of each Winter Period. Hydro-Québec will determine the payment method. Rewards will be paid out at the end of each Winter Period only. To benefit from the Hilo Service, the Participant must have at least one Hilo Solution.

Hilo Setpoint: Automatic action, setpoint or setting applicable to the Participant's Hilo Solutions, programmed by Hydro-Québec in anticipation of a Hilo Challenge or a test. These actions, setpoints or settings include, among other things, the temperature setpoints of connected thermostats, the activation and/or deactivation of an electric water heater's load control device and the maximum power setpoint for a charging station.

Hilo Solution: The Smart Solution for Heating, the Smart Solution for Water Heater or the Smart Solution for Electric Vehicle Charging, or any combination thereof.

Installer: A qualified electrician, qualified plumber, qualified refrigeration mechanic or any other qualified installer under the applicable laws, depending on the case in question. The Installer is designated by the entity responsible for the installation, which, depending on the case, will be either Hilo or a third party affiliated with the Hilo Service.

Outage Recovery Management: After a power outage, energy function designed to gradually restore, with or without delay, the power consumption of the Connected Devices concerned, through an algorithm in said Connected Devices.

Participant: Person registered for Hydro-Québec's Hilo Service.

Reward: Amount of money offered by Hydro-Québec to the Participant, based on their success with the Hilo Challenges. Calculation of the Reward may vary and takes into account the savings on the Dwelling's actual consumption compared to the Dwelling's reference consumption, determined by Hydro-Québec, including on the basis of the Dwelling's adjusted historical consumption.

Savings may vary based on the following:

- Method of participation in the Hilo Challenge selected by the Participant (if applicable).
- Type of Hilo Solution and/or number of Hilo Solutions during participation in the Hilo Challenge.
- Number of Connected Devices during participation in the Hilo Challenge and throughout its duration.
- Number of Hilo Challenges the Participant has accepted during a Winter Period.
- Efforts to reduce the electricity consumption of devices not included in a Hilo Solution.
- The weather, the Participant's consumption habits or any potential misuse of the Hilo Service.

Smart Home Hub: Device that centralizes and manages all Connected Devices in the Dwelling and that connects with Hydro-Québec's communicating meter to obtain the Dwelling's power demand at a specific moment.

The Smart Home Hub must be compatible with the Hilo Service and may be provided by Hilo or a third party approved by Hydro-Québec. A single Smart Home Hub is required to obtain the Hilo Service.

Smart Solution for Electric Vehicle Charging: A Hydro-Québec home automation solution consisting of the remote control of a charging station allowing electric vehicle owners to participate automatically in Hilo Challenges. The Smart Solution for Electric Vehicle Charging does not include the charging station. The Participant must have a compatible charging station (and displayed as such on the Website).

Smart Solution for Heating: A Hydro-Québec home automation solution consisting of various Connected Devices, including connected thermostats, that allow the electricity consumption of a Dwelling's heating system to be managed through the Smart Home Hub and Hilo App.

Smart Solution for Water Heater: A Hydro-Québec home automation solution consisting of various Connected Devices, including load control devices and plumbing equipment, that allow the energy consumption of a Dwelling's electrical water heater to be managed through the Smart Home Hub and the Hilo App. The Hilo Smart Solution for Water Heater does not include the electric water heater. The Participant must have a compatible water heater.

Taxes: The Goods and Services Tax (GST) and the Quebec Sales Tax (QST) that may be applicable.

Website: hiloenergie.com.

Winter Period: Period from December 1 to March 31 inclusively.

For any questions concerning this Agreement, please contact customer service for the Hilo Service:

- Email: serviceclient@hiloenergie.com
- Website: www.hiloenergie.com
- Telephone: 438 289-HILO (4456) or toll-free at 1 844 500-HILO (4456)
- Address: 1200 McGill College Ave., 6th floor, Montréal (Québec) H3B 4G7, Canada