

Please review the terms that are applicable for your state of residence.

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Alliant Energy® Smart Hours Program Iowa Terms and Conditions

Thank you for your interest in participating in the Alliant Energy Alliant Energy® Smart Hours program (the “Program”). The Program is offered by Interstate Power and Light Company (“IPL”), a subsidiary of Alliant Energy Corporation (“Alliant Energy”), and is implemented by Uplight, Inc. (“Uplight”) on behalf of IPL. These Terms of Use (these “Terms”) are a legal agreement between you and IPL governing your participation in the Program.

BY CLICKING [“I AGREE”] OR BY OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT PARTICIPATE IN THE PROGRAM.

In the case of inconsistencies between these Terms and information included in any other materials related to the Program (e.g., promotional materials and mailers), these Terms will always govern and take precedence.

1. The Program.

- 1.1. *Description.* The Program is a voluntary summer and winter demand response program utilizing smart device integrations to make slight adjustments to a participant’s thermostat set points, water heater set points and electric vehicle charging schedules in order to shift usage out of hours of peak demand.
- 1.2. *Devices.* By participating in the Program, you hereby grant to IPL and Uplight the right to remotely access and control one or more devices at the address you are enrolling (each, your “Device”). When you authorize a Device, you may be presented with additional terms from the Device manufacturer (the “Manufacturer”). These Terms are in addition to, and are not replaced by, those terms. By authorizing a Device, you understand and agree that you are enabling Uplight to control that Device in connection with the Program. In Iowa, controlled smart devices include smart thermostats, controllable water heater devices and networked electric vehicles and Level 2 vehicle chargers.
- 1.3. *Data.* Uplight will collect information such as charging status, charging rate, charging duration, total energy used, plug status (plugged in or not plugged in), and, specifically for EV’s, location during each charging session each day during the Term. All such data is subject to IPL’s privacy policy available at <https://www.alliantenergy.com/More/TermsPrivacyandAccessibility/PrivacyPolicy>. You have the right to request removal of such data, including EV location data by contacting support@alliantenergysmarthours.com. If you do not request earlier deletion of your EV data, Uplight or IPL, as applicable, will remove the EV data from its systems within 90 days of the termination of program participation or contract expiration, whichever comes first.
- 1.4. *Control.* As part of this Program, Uplight will automatically change the temperature setpoint and/or the vehicle charging schedule on your Device without any manual intervention by you. At any time that you desire, you may override these changes simply by turning your Device to a different temperature or overriding your EV charging schedule or using the other methods enabled by the Device Manufacturer.
- 1.5. *Changes.* IPL reserves the right, in its sole discretion, to modify or to discontinue the Program at any time.

2. Eligibility.

- 2.1. **Registration.** In order to register for the Program, you agree to provide Uplight and IPL information to verify your eligibility for the Program. You agree that the information that you provide to Uplight and IPL

in connection with the Program ("User Data") will be true, accurate, current and complete, and you further agree that you will maintain and promptly update the User Data to ensure that it remains true, accurate, current and complete. If you are currently part of the Alliant Energy Appliance Cycling program, you are not eligible to participate in the Alliant Energy Smart Hours program.

You will register by completing the Alliant Energy Smart Hours web or in-app enrollment process that is specific to your smart thermostat manufacturer. Receipt of an application does not guarantee payment of a rebate. Failure to provide accurate supporting documentation will be considered an incomplete application.

2.2. Account information. To be eligible to participate in the Program, you must be an IPL residential customer and your Device is installed at an IPL residential customer address.

2.3. Property. To be eligible to participate in the Program, you must have a fully operational central cooling system. If participating in both winter and summer seasons, you must also have a fully operational central heating system with fuel supplied by IPL. If you don't own your home but live in a separately metered residence, you may also participate with a landlord's written consent sent to:

**Alliant Energy
C/O Alliant Energy Smart Hours
8th Floor
200 1st Street SE
Cedar Rapids, Iowa 52401**

2.4. Equipment. To enroll, an eligible Device must be installed at the residential customer address, registered with the manufacturer and connected to Wi-Fi.

- 3. Incentives.** In connection with the Program, IPL may offer certain rebates, offers, or other incentives ("Incentives"). IPL reserves the right to determine qualification for Incentives in its sole discretion. Failure to participate in the Program for its entire duration or overriding automatic Device control on a regular basis may disqualify you from Incentives. In particular, IPL reserves the right to eliminate Incentives if you opt out of three (3) or more events in any twelve (12) month period (does not apply to participants with Google Nest thermostats).
- 4. Your Information.** By submitting User Data and any other data (which may include Granular Usage Data as defined by the Alliant Energy Privacy Policy, which is available at <https://www.alliantenergy.com/More/TermsPrivacyandAccessibility/PrivacyPolicy>), materials, content or information in connection with the Program, you are licensing such User Data and any other data, materials, content or information to Uplight and IPL for the purpose of providing the Program. In addition, you hereby authorize Uplight to access your User Data and any other data, materials, content or information maintained by IPL and/or Device Manufacturer solely in order for Uplight to provide the Program. You further agree that IPL and Uplight may share such information each collects with third parties for the purpose of providing the Program and that any such information shared with third parties may be personally identifiable to you or the residence where your Device is installed. You understand and agree that by authorizing Uplight to control your Device in connection with the Program, Uplight may receive access to data from your Device directly, including data collected from its sensors. For more information on the particular data that Uplight will receive access to, please contact IPL at support@alliantenergysmarthours.com or visit www.uplight.com/privacy-policy.

IPL and Uplight reserve the right to disclose your account number, federal tax ID and consumption data to its subcontractors for the sole purpose of administering Alliant Energy Smart Hours as needed or required. Subcontractors are contractually obligated to protect the confidentiality of this information.

- 5. Personal Non-Commercial Use.** The Program is offered for your own personal non-commercial use. Any commercial participation in the Program is expressly prohibited.
- 6. Costs.** IPL and Uplight are not responsible for providing the systems necessary to participate in the Program, such as Devices or Internet access.
- 7. No Warranty; Disclaimer.** YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR SOLE DISCRETION AND RISK. THE PROGRAM IS OFFERED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. IPL AND UPLIGHT EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE PROGRAM, WHETHER EXPRESS,

IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES FOR CONDITIONS OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OR INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY) AND ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. IPL AND UPLIGHT MAKE NO WARRANTIES THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE.

Without limiting the foregoing, IPL and Uplight do not guarantee that energy efficiency measures purchased and installed, or services provided through this Program will result in energy and cost savings. IPL reserves the right to deny or limit any rebate request. In addition, no warranties on product or service installations are provided by IPL or Uplight, nor do IPL or Uplight guarantee or endorse the energy efficiency services provided by any specific contractor participating in the Program.

8. **Indemnification.** You agree to indemnify, hold harmless, and release Uplight and IPL, their officers, directors, affiliates, employees and agents, from and against any and all actions or claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with your participation in the Program, including in regard to the installation, operation and disposal of equipment (and related materials) covered herein and any liability from incidental or consequential damages.

9. **Limitation of Liability.**

9.1. *Limitation of Liability.* YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL UPLIGHT OR IPL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING IN CONNECTION WITH THE PROGRAM, EVEN IF UPLIGHT OR IPL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE PROGRAM OR WITH ANY OF THESE TERMS OR FEEL UPLIGHT OR IPL HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE PROGRAM.

9.2. *Exclusions.* SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS AND IN PARTICULAR WITHIN THIS "LIMITATION OF LIABILITY" CLAUSE SHALL ATTEMPT TO EXCLUDE LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

10. **Termination.**

10.1. *Termination By IPL.* IPL may terminate the Program, or your participation in the Program, at any time, with or without cause, by providing you with written notice of such termination, which may be via email.

10.2. *Termination By You.* You may terminate your participation at any time and for any reason by sending an email to support@alliantenergysmarthours.com

10.3. *Rights at Termination.* Upon termination, all rights granted to you by these Terms will immediately cease. IPL and Uplight are not liable to you or any third party for termination of the Program or your participation in the Program.

10.4. *Survival.* Any suspension, termination or cancellation of the Program will not affect those obligations of either party which are intended to survive such suspension, termination or cancellation.

11. **General.**

11.1. *Applicable Law and Dispute Resolution.* These Terms shall be governed by the laws of the State of Iowa, without giving effect to any conflict of laws or principles that may require the application of the law of another jurisdiction. If you believe that IPL has not adhered to these Terms, please contact us by email at support@alliantenergysmarthours.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation. You must exhaust all administrative remedies prior to filing a claim against IPL. If you and IPL are unable to reach a resolution to the dispute, you and IPL will settle the dispute exclusively under the rules of the American Arbitration Association (www.adr.org) at its Chicago office. Any election to arbitrate by one

party will be final and binding on the other. YOU ACKNOWLEDGE AND AGREE THAT YOU AND IPL ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and IPL otherwise agree in writing, an arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. To the extent permitted under applicable laws, any claim or cause of action arising out of or related to the Program or these Terms must be brought, if at all, within one year of the accrual of the claim or cause of action or be forever barred.

- 11.2. *Consent and Capacity.* You are over 18 years of age and have the necessary legal capacity to participate in this Program and be bound by these Terms, and have received the necessary consents and approvals from the owner(s) or occupant(s) of any premises where the services will be provided. You are solely responsible for any failure to receive necessary consents and approvals. Your participation is completely voluntary, and you can decide to withdraw at any point in the Program.
- 11.3. *Entire Agreement.* These Terms are the entire and exclusive agreement between IPL or Uplight and you regarding the Program and supersede and replace any prior agreements regarding the same.
- 11.4. *No Assignment.* You will not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of IPL or Uplight. Any purported assignment or delegation by you without the appropriate prior written consent of IPL or Uplight will be null and void.
- 11.5. *Severability and Waiver.* In the event that any provision in these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of IPL or Uplight to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
- 11.6. *Questions.* If you have questions about these Terms, please contact IPL at 1-800-ALLIANT or email us at support@alliantenergysmarthours.com.
- 11.7. *Communications.* By participating in this Program, you agree to receive emails from Uplight, IPL or their partners at the email address provided for this Program. These emails may contain information about IPL's products and services; other energy related products, services and Programs; as well as energy related legislative and environmental issues. You may opt out of receiving these emails at any time by contacting IPL at 1-800-255-4268 or support@alliantenergysmarthours.com however, it may take up to 10 days for your opt-out request to take effect.
- 11.8. *Tax Information.* Rebates may be subject to federal and/or state income tax reporting. You are responsible for contacting a qualified tax advisor to determine tax liability. If you purchase an energy efficient product for your home or business, you may be eligible for a federal tax credit. Visit www.energystar.gov/taxcredits for more information. IPL is not responsible for any tax liability imposed on the rebate recipient as a result of the payment of incentives.

Alliant Energy® Smart Hours

Program Wisconsin Terms and Conditions

Thank you for your interest in participating in the Alliant Energy Alliant Energy® Smart Hours program (the “Program”). The Program is offered by Wisconsin Power and Light (“WPL”), a subsidiary of Alliant Energy Corporation (“Alliant Energy”), and is implemented by Uplight, Inc. (“Uplight”) on behalf of WPL. These Terms of Use (these “Terms”) are a legal agreement between you and WPL governing your participation in the Program.

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1. The Program.

- 1.1. Description.** The Program is a voluntary summer and winter demand response program utilizing smart device integrations to make slight adjustments to a participant’s thermostat set points, water heater set points and electric vehicle charging schedules in order to shift usage out of hours of peak demand.
- 1.2. Devices.** By participating in the Program, you hereby grant to WPL and Uplight the right to remotely access and control one or more smart devices at the address you are enrolling (each, your “Device”). When you authorize a Device, you may be presented with additional terms from the Device manufacturer (the “Manufacturer”). These Terms are in addition to, and are not replaced by, those terms. By authorizing a Device, you understand and agree that you are enabling Uplight to control that Device in connection with the Program. In Wisconsin, controlled smart devices include smart thermostats, controllable water heater devices and networked electric vehicles and Level 2 vehicle chargers.
 - 1.2.1. Water heater control devices require installation by WPL employee or contractor.** The customer agrees to third party installation of the water heater control device. In some cases, the customer may require a different meter configuration to complete the installation of a water heater control device.
 - 1.2.2. The cost of the Water heater control device (wifi or cellular) is paid for by WPL**
 - 1.2.3. Standard installation costs are paid for by WPL. Any upgrade of customer electrical panel (non-standard) to accommodate hot water circuit will be the responsibility of the customer.**
- 1.3. Data.** Uplight will collect information such as charging status, charging rate, charging duration, total energy used, plug status (plugged in or not plugged in), and, specifically for EV’s, location during each charging session each day during the Term. All such data is subject to WPL’s Privacy policy available at <https://www.alliantenergy.com/More/TermsPrivacyandAccessibility/PrivacyPolicy>. You have the right to request removal of such data, including EV location data participation by contacting support@alliantenergysmarthours.com. If You do not request earlier deletion of Your EV data, Uplight or IPL will remove the EV data from its systems within 90 days of the termination of program participation or contract expiration, whichever comes first.
- 1.4. Control.** As part of this Program, Uplight will automatically change the temperature set point and/or the vehicle charging schedule on your Device without any manual intervention by you. At any time that you desire, you may override these changes simply by turning your Device to a different temperature, or using the other methods enabled by the Device Manufacturer.
- 1.5. Changes.** WPL reserves the right, in its sole discretion, to modify or to discontinue the Program at any time.

- 1.6. *Authorizations and Approvals.* By participating in the Program, you hereby represent that you are either the owner of the premises and authorize WPL or WPL's contractor to make modifications to your existing HVAC system by the installation of the Device, or, if you are not the owner of the premises, you have secured authorization from the owner of the premises to the extent required to participate in the Program and/or the installation of the Device at the premises.

2. Eligibility.

- 2.1. **Registration.** In order to register for the Program, you agree to provide to Uplight and WPL information to verify your eligibility for the Program. You agree that the information that you provide to Uplight and WPL in connection with the Program ("User Data") will be true, accurate, current and complete, and you further agree that you will maintain and promptly update the User Data to ensure that it remains true, accurate, current and complete. If you are currently part of the Alliant Energy Appliance Cycling program, you are not eligible to participate in the Alliant Energy Smart Hours program.

You will register by completing the Alliant Energy Smart Hours web or in-app enrollment process that is specific to your smart thermostat manufacturer. Receipt of an application does not guarantee payment of a rebate. Failure to provide accurate supporting documentation will be considered an incomplete application.

- 2.2. **Account information.** To be eligible to participate in the Program, you must be a WPL residential customer and your Device must be installed at a WPL residential customer address.
- 2.3. **Property.** To be eligible to participate in the Program, you must have a fully operational central cooling system. If participating in both winter and summer seasons, you must also have a fully operational central heating system with fuel supplied by WPL. If you don't own your home but live in a separately metered residence, you may also participate with a landlord's written consent sent to:

**Alliant Energy
C/O Alliant Energy Smart Hours
8th Floor
200 1st Street SE
Cedar Rapids, Iowa 52401**

- 2.4. **Equipment.** To enroll, an eligible Device must be installed at the residential customer address, registered with the manufacturer and connected to Wi-Fi.
3. **Incentives.** In connection with the Program, WPL may offer certain rebates, offers, or other incentives ("Incentives"). WPL reserves the right to determine qualification for Incentives in its sole discretion. Failure to participate in the Program for its entire duration or overriding automatic Device control on a regular basis may disqualify you from Incentives. In particular, WPL reserves the right to eliminate Incentives if you opt out of three (3) or more events in any twelve (12) month period (does not apply to participants with Google Nest thermostats).
4. **Your Information.** By submitting User Data and any other data (which may include Granular Usage Data as defined by the Alliant Energy Privacy Policy, which is available at <https://www.alliantenergy.com/More/TermsPrivacyandAccessibility/PrivacyPolicy>), materials, content or information in connection with the Program, you are licensing such User Data and any other data, materials, content or information to Uplight and WPL for the purpose of providing the Program. In addition, you hereby authorize Uplight to access your User Data and any other data, materials, content or information maintained by WPL and/or Device Manufacturer solely in order for Uplight to provide the Program. You further agree that WPL and Uplight may share such information each collects with third parties for the purpose of providing the Program and that any such information shared with third parties may be personally identifiable to you or the residence where your Device is installed. You understand and agree that by authorizing Uplight to control your Device in connection with the Program, Uplight may receive access to data from your Device directly, including data collected from its sensors. For more information on the particular data that Uplight will receive access to, please contact WPL at support@alliantenergysmarthours.com or visit www.uplight.com/privacy-policy.

WPL reserves the right to disclose your account number, federal tax ID and consumption data to its

subcontractors for the sole purpose of administering Alliant Energy Smart Hours as needed or required. Subcontractors are contractually obligated to protect the confidentiality of this information.

5. **Personal Non-Commercial Use.** The Program is offered for your own personal non-commercial use. Any commercial participation in the Program is expressly prohibited.
6. **Costs.** WPL and Uplight are not responsible for providing the systems necessary to participate in the Program, such as Devices or Internet access.
7. **No Warranty; Disclaimer.** YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR SOLE DISCRETION AND RISK. THE PROGRAM IS OFFERED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. WPL AND UPLIGHT EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATING TO THE PROGRAM, WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES FOR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OR INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY) AND ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT. WPL AND UPLIGHT MAKE NO WARRANTIES THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE.

Without limiting the foregoing, WPL and Uplight do not guarantee that energy efficiency measures purchased and installed, or services provided through this Program will result in energy and cost savings. WPL reserves the right to deny or limit any rebate request. In addition, no warranties on product or service installations are provided by WPL or Uplight, nor do WPL or Uplight guarantee or endorse the energy efficiency services provided by any specific contractor participating in the Program.

8. **Indemnification.** You agree to indemnify, hold harmless, and release Uplight and WPL, their officers, directors, affiliates, employees and agents, from and against any and all actions or claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with your participation in the Program, including in regard to the installation, operation and disposal of equipment (and related materials) covered herein and any liability from incidental or consequential damages.
9. **Limitation of Liability.**
 - 9.1. *Limitation of Liability.* YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL UPLIGHT OR WPL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING IN CONNECTION WITH THE PROGRAM, EVEN IF UPLIGHT OR WPL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE PROGRAM OR WITH ANY OF THESE TERMS OR FEEL UPLIGHT OR WPL HAS BREACHED THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE PROGRAM.
 - 9.2. *Exclusions.* SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NOTHING IN THESE TERMS AND IN PARTICULAR WITHIN THIS "LIMITATION OF LIABILITY" CLAUSE SHALL ATTEMPT TO EXCLUDE LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.
10. **Termination.**
 - 10.1. *Termination By WPL.* WPL may terminate the Program, or your participation in the Program, at any time, with or without cause, by providing you with written notice of such termination, which may be via email.
 - 10.2. *Termination By You.* You may terminate your participation at any time and for any reason by sending an email to support@alliantenergysmarthours.com.
 - 10.3. *Rights at Termination.* Upon termination, all rights granted to you by these Terms will immediately cease. WPL and Uplight are not liable to you or any third party for termination of the Program or your participation in the Program.
 - 10.4. *Survival.* Any suspension, termination or cancellation of the Program will not affect those obligations of either party which are intended to survive such suspension, termination or cancellation.

11. General.

- 11.1. *Applicable Law and Dispute Resolution.* These Terms shall be governed by the laws of the State of Wisconsin, without giving effect to any conflict of laws or principles that may require the application of the law of another jurisdiction. If you believe that WPL has not adhered to these Terms, please contact us by email at support@alliantenergysmarthours.com. We will do our best to address your concerns. If you feel that your complaint has been addressed incompletely, we invite you to let us know for further investigation. You must exhaust all administrative remedies prior to filing a claim against WPL. If you and WPL are unable to reach a resolution to the dispute, you and WPL will settle the dispute exclusively under the rules of the American Arbitration Association (www.adr.org) at its Chicago office. Any election to arbitrate by one party will be final and binding on the other. YOU ACKNOWLEDGE AND AGREE THAT YOU AND WPL ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Further, unless both you and WPL otherwise agree in writing, an arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. To the extent permitted by applicable law, any claim or cause of action arising out of or related to the Program or these Terms must be brought, if at all, within one year of the accrual of the claim or cause of action or be forever barred.
- 11.2. *Consent and Capacity.* You are over 18 years of age and have the necessary legal capacity to participate in this Program and be bound by these Terms, and have received the necessary consents and approvals from the owner(s) or occupant(s) of any premises where the services will be provided. You are solely responsible for any failure to receive necessary consents and approvals. Your participation is completely voluntary, and you can decide to withdraw at any point in the Program.
- 11.3. *Entire Agreement.* These Terms are the entire and exclusive agreement between WPL, Uplight and you regarding the Program and supersede and replace any prior agreements regarding the same.
- 11.4. *No Assignment.* You will not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of WPL or Uplight. Any purported assignment or delegation by you without the appropriate prior written consent of WPL or Uplight will be null and void.
- 11.5. *Severability and Waiver.* In the event that any provision in these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of WPL or Uplight to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.
- 11.6. *Questions.* If you have questions about these Terms, please contact WPL at 1-800-ALLIANT or email us at support@alliantenergysmarthours.com.
- 11.7. *Communications.* By participating in this Program, you agree to receive emails from Uplight, WPL or their partners at the email address provided for this Program. These emails may contain information about WPL's products and services; other energy related products, services and Programs; as well as energy related legislative and environmental issues. You may opt out of receiving these emails at any time by contacting WPL at 1-800-255-4268 or support@alliantenergysmarthours.com. However, it may take up to 10 days for your opt-out request to take effect.
- 11.8. *Tax Information.* Rebates may be subject to federal and/or state income tax reporting. You are responsible for contacting a qualified tax advisor to determine tax liability. If you purchase an energy-efficient product for your home or business, you may be eligible for a federal tax credit. Visit www.energystar.gov/taxcredits for more information. WPL is not responsible for any tax liability imposed on the rebate recipient as a result of the payment of incentives.