



Instant Rebate Retail Coupon Terms and Conditions

The terms below are effective as of 2/5/2024.

Introduction

Cohen Ventures, Inc., DBA Energy Solutions ("Energy Solutions") owns and operates the Instant Rebate, Retail Coupon web tool (the "Platform") hosted on the website <https://sfpuc.instant-rebates.com/> (the "Site"). The Platform and Site are the exclusive property of Energy Solutions and provide a service for collecting data about, validating eligibility for and providing incentives to encourage the purchase of electric bicycles for the Electrify My Ride Instant Rebate E-bike Program (the "Program") of the San Francisco Public Utilities Commission of the City and County of San Francisco. Energy Solutions may also share information contained on the Platform or Site, including information collected from or provided by users of the Platform or Site (collectively the "Content"), with Program sponsors, entities seeking to design, implement or evaluate other energy conservation programs and governmental entities sponsoring or exercising regulatory oversight over the Programs or other proposed energy conservation programs or concepts. Users of the Platform are prohibited from accessing, extracting, printing (excepting coupons) or distributing Content or attempting the same without the express written consent of Energy Solutions, and if provided access to Content, shall only use it for an authorized purpose and in conformance with any applicable data privacy and data security laws.

The Website Terms and Conditions ("Website Terms") and the Program Terms and Conditions ("Program Terms") are collectively referred to as "the Terms".

Agreement

The Website Terms and Conditions are a binding agreement between you ("your" or "you") and Energy Solutions on behalf of the San Francisco Public Utilities Commission ("SFPUC") of the City and County of San Francisco relating to your access to the Platform, Site and/or Content. The Program Terms are a binding agreement between you ("your" or "you") and SFPUC relating to your use of the e-bike rebate incentive. By accessing the Platform and the associated Content, you are acknowledging that you have read, understand and agree to be bound by the Website Terms and the Program Terms set forth below. PLEASE CAREFULLY READ THESE TERMS. IF YOU DO NOT AGREE WITH THE WEBSITE TERMS AND THE PROGRAM TERMS IN THEIR ENTIRETY, DO NOT ACCESS THE PLATFORM, SITE OR CONTENT CONTAINED THEREIN. YOU AGREE AND REPRESENT THAT BY ACCESSING AND USING THE PLATFORM, SITE OR CONTENT YOU ARE AT LEAST 18 YEARS OLD, RESIDE IN THE UNITED STATES OR ANY OF ITS TERRITORIES AND POSSESSIONS, AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

Changes to these Terms

Energy Solutions reserves the right, at any time and in its sole discretion, to modify, alter, or update these Website Terms without prior notice to you. SFPUC reserves the right at any time and in its sole discretion, to modify, alter, or update these Program Terms without prior

notice to you. It is your responsibility to review these Terms periodically for updates and changes as they will be binding upon you. We will indicate at the top of this page the date that revisions to these Terms were last made. You should revisit these Terms on a regular basis as revised versions will be binding on you and will be effective as of the date Energy Solutions or SFPUC posts new Terms. If at any time you find these or any revised Terms unacceptable, you must immediately cease all use of the Platform. Your continued access to the Platform means that you agree to the new Terms, even if you have not reviewed the changes. You understand and agree that your continued access to the Platform after the effective date of modifications to the Terms indicates your acceptance of the modifications.

WEBSITE TERMS

Privacy Policy and Data Security

We may collect personally identifiable information from you during registration, account creation, and when you access the Platform and the Content, such as your name, address, email address, phone number, username, password, employment/organization information, website URL, utility account number, and other information that you voluntarily transmit with your communication to us consistent with the Platform's privacy policy. We respect your privacy and will not share your personally identifiable information without your authorization. We may use your personally identifiable information to (i) verify your authority to access the Platform and your level of permitted access; (ii) track who is accessing and using the Index; (iii) contact you to provide notices; (iv) enforce these Terms; and (v) fulfill any other purpose for which you provide it. We reserve the right to disclose any personally identifiable or other information as required by law or when disclosure is necessary to protect the rights, safety or property of Energy Solutions, our members, managers, affiliates, partners, agents, representatives, or others.

The Site may track the total number of visitors to the Site, the number of visitors to each page of the Site, browser type, and IP addresses, browser type, Internet service provider (ISP), referring/exit pages, platform type, date/time stamp, and number of clicks, and other information provided by you and other users. We may use such information to administer the Site and track users' movement and track any prohibited use of the Platform, including any prohibited downloading, printing or copying of any of the Content.

Energy Solutions may use "cookies" to keep track of some types of information while you are visiting the Site or accessing the Platform and Content. Cookies are small text files placed on your computer, and they allow us to count the number of visitors to our website and distinguish repeat visitors from new visitors. They also allow us to save user preferences and track user trends. Cookies help you log in faster and enhance your navigation through the Site. If your browser is set to reject all cookies, the Site may not function properly. Users who refuse cookies assume all responsibility for any resulting loss of functionality. You acknowledge, consent, and agree that we may access, preserve, and disclose your registration information and any other information you provide if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary in our opinion.

You should also be aware that the platform may collect other information for the purpose of assessing the performance of energy efficiency or other programs ("Programs") which the Platform is designed to support, and that Energy Services may share such information with



the sponsors of such programs which may include utility companies and governmental entities with Program supervisory responsibilities.

Grant of License

Subject to the restrictions on use set forth below, you are hereby granted a limited, non-exclusive, non-assignable, non-transferable license (the "Limited License") to access the Platform and review the Content on the screen of your computer. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE NO RIGHT TO EXTRACT, PRINT, COPY, REPRODUCE, USE, MODIFY, OR DISPLAY EXCEPT ON YOUR COMPUTER FOR YOUR OWN INTERNAL PERSONAL USE, ANY OF THE CONTENT. Any violation of these Terms shall immediately and automatically terminate the Limited License granted herein without notice to you. Upon termination of this Limited License, you agree to immediately cease using the Platform. Except for the Limited License, you acknowledge that you have no right, title or interest in or to this Site, the Platform or any associated Content.

You acknowledge and agree that (1) the Content is provided "AS IS" without express or implied warranty of any type, nature or description; and (2) the Content does not reflect the views of Energy Solutions, our members, managers, affiliates, partners, agents, or representatives, and that Energy Solutions, our members, managers, affiliates, partners, agents, and representatives are not responsible for any views, ideas, positions, and the like contained in any Content.

Restrictions on Use

- You may not extract, print, make or distribute copies of, retrieve or index any of the Content.
- You may not remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Platform or features that enforce limitations on the use of the Platform and on the extraction, copying or printing of any of the Content.
- You may not post unauthorized communications (such as spam).
- You may not introduce viruses, trojan horses, worms, or other malicious material or code.
- You may not use any robot, spider or other automatic device, process or means to access, retrieve, scrape, reverse engineer, compile, create derivative works, publicly display or otherwise distribute any portion of the Site or the Platform.
- You may not use any device, software or routine that interferes with the proper working of the Platform or to extract, print, or copy any of the Content.
- You may not attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform.
- You may not solicit login and password information or access an account belonging to someone else.



- You shall respect and shall not violate the privacy of others. You will not record, process, or mine information about other users; or post any other person's identifying documents or information or any sensitive financial or personal information.
- You will not alter, modify, create derivative works of, decompile or otherwise attempt to extract source code from us unless we give you express written permission.
- At all times when accessing and using the Platform, you will act in compliance with all federal, state, and local laws, regulations and ordinances and you may not use the Platform for any illegal purpose.
- You may not directly or indirectly attack the Platform via a denial-of-service attack or a distributed denial-of-service attack or otherwise attempt to interfere with the proper working of the Platform or affect the on-going availability of the system to other users.

Confidentiality

Except as provided elsewhere in these Terms and Conditions, all Content is the confidential and proprietary information of Energy Solutions, is intended only for persons granted access to the Platform and authorization to access the specific Content is to be used solely in connection with your specific involvement in the Project. By accessing the Platform and accepting these Terms, you agree to keep confidential all information you access in the Platform, including all of the Content, whether you are authorized to access the Content or not. You may not disclose any Content to any third party except with the prior written consent of Energy Solutions. You agree to protect and hold all such information confidential in a commercially reasonable manner. If you are required to disclose any such information pursuant to judicial order or other legal compulsion, you shall notify us upon becoming aware of such compelled disclosure to allow us to seek a protective order or equivalent. If at any time, intentionally or unintentionally, you access any of the Content without authorization, you are still bound by all the terms of this agreement, and you further agree to notify Us immediately of the unauthorized access.

Your California Privacy Rights

California law permits users who are California residents to request and obtain from us once a year, free of charge, information regarding (i) the categories of personal information collected, (ii) the categories of sources for the personal information collected, (iii) the business purpose for collecting (or selling) that information, (iv) the categories of third parties with whom we share that information, (v) the specific pieces of personal information we collect about the user, and (vi) whether we sold or disclosed the Personal Information for a business purpose.

If you are under 18 years of age please do not use the Website. If you are under 18 years of age and believe we have collected your Personal Information, or are the parent or guardian of a minor under 18 years of age with information collected by us, please inform us at privacy@energy-solution.com.



Any user may request the discontinuation (or opt-out) of our sharing of the information with third parties and/or that we delete any of your Personal Information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your California Privacy Rights Request (see below), we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a service that you requested, or take actions reasonably anticipated within the context of our ongoing business relationship with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.) ("CCPA").
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Please submit any requests ("California Privacy Rights Request") by:

- emailing us at privacy@energy-solution.com with a subject line of "Your California Privacy Rights", or
- sending us a letter to addressed to:

Energy Solutions

449 15th Street, Suite 400

Oakland, CA 94612



For each California Privacy Rights Request, please clearly state the following:

- sufficient detail of your request such that it allows us to properly understand, evaluate, and respond to it;
- that the request is related to "Your California Privacy Rights;"
- your name, street address, city, state, zip code, and email address; and
- whether you prefer to receive a response to your request by mail or email.

We cannot respond to your California Privacy Rights Request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. We are not responsible for a California Privacy Rights Request that is incomplete, incorrectly labeled, or incorrectly sent. It may take us up to 45 days to process your California Privacy Rights Request.

We will not discriminate against you for exercising any of your CCPA rights.

Our Proprietary Rights

Energy Solutions is the owner of the Platform shall have and retain all right, title and interest in and to the Platform and the Content including without limitation all rights in the patents, copyrights, and other intellectual property and proprietary rights in the Platform and the Content, except that Content which is provided or developed by the San Francisco Public Utilities Commission or the City and County of San Francisco, or which is in the public domain. Except for the license provided hereunder, you do not acquire any right, title or interest in or to the Platform or any of the Content therein. At no time shall you be deemed to have possession of, or a right of possession to, any of the Content.

Disclaimer of Warranties for use of the Site and the Platform

You acknowledge and agree that the disclaimers and limits set forth in these Terms reflect the reasonable and fair allocation of risk between you and Energy Solutions and are an essential basis of this contract between you and Us. Your use of the Platform and access to the Content is at your own risk.

NO PERSON OR ENTITY INCLUDING, WITHOUT LIMITATION, ENERGY SOLUTIONS, THEIR MEMBERS, MANAGERS, AFFILIATES, PARTNERS, AGENTS, AND REPRESENTATIVES, MAKES ANY EXPRESS, IMPLIED, OR STATUTORY REPRESENTATIONS, WARRANTIES OR GUARANTEES ABOUT THE QUALITY, ACCURACY, RELIABILITY, AVAILABILITY, COMPREHENSIVENESS, ADEQUACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE SITE, THE PLATFORM OR ANY CONTENT, OR THAT THE SITE, PLATFORM OR ANY CONTENT OR ANY INFORMATION OBTAINED THROUGH THE SITE OR PLATFORM WILL BE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE, PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITE, PLATFORM OR ANY INFORMATION OBTAINED THROUGH THE SITE OR PLATFORM WILL OTHERWISE MEET



YOUR NEEDS OR EXPECTATIONS. ENERGY SOLUTIONS HAS NO LIABILITY FOR ANY ERRORS, MISTAKES, INACCURACIES OR OMISSIONS IN THE PLATFORM OR ANY CONTENT THEREIN, WHETHER PROVIDED BY ENERGY SOLUTIONS, THEIR MEMBERS, MANAGERS, AFFILIATES, PARTNERS, AGENTS OR REPRESENTATIVES, OR ANY OTHER PERSON OR ENTITY. THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, ENERGY SOLUTIONS, FOR THEMSELVES AND THEIR MEMBERS, MANAGERS, AFFILIATES, PARTNERS, AGENTS AND REPRESENTATIVES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT.

PROGRAM TERMS

Electrify My Ride Instant Rebate Program Terms and Conditions, Release and Liability Waiver

If you are a person or entity that seeks to receive an incentive under the Program, you hereby agree:

- You have read, understand and agree to be bound by the Program rules (“Program Rules”) as they may be amended by the SFPUC from time to time.
- You understand that your zip code, CARE/FERA or Customer Assistance Program status will be used to verify your eligibility to participate in the Program and by applying to participate in the Program, you agree to allow SFPUC and Energy Solutions to verify your CARE/FERA or Customer Assistance Program status.
- You understand and acknowledge that your name, and a combination of your address, phone number or utility account number will be used to verify your identity.
- All data you supply through the Platform or otherwise shall be accurate, truthful and complete.
- The incentive will only be applied to offset the costs of eligible equipment purchased through an authorized participating store or distributor.
- The incentive amount shall not exceed the costs to you of the eligible equipment.
- You shall be responsible for the payment of taxes, shipping and handling charges associated with the acquisition of the equipment that qualifies you to receive the incentive.
- You will participate and fully cooperate with telephone, on-line or in person quality assurance, application verification or incentive eligibility surveys or inspections conducted by Energy Solutions, the SFPUC or either of their authorized agents, contractors or subcontractors.
- If Energy Solutions or the SFPUC determines you received an incentive for which you do not qualify, you shall promptly repay the incentive amount.
- **Waiver and Release of Liability.** As a condition of your participation in the Program, to the fullest extent permitted by applicable law, you, for yourself, your heirs, personal representatives or assigns do hereby release, waive, discharge and covenant not to sue the City and County of San Francisco, which includes the San Francisco Public Utilities Commission, or its employees, contractors, insurers, agents, representatives or assigns (together, the “City Parties”) from any and all claims, demands, actions or causes of action



resulting from your participation in the Program, and you will hold the City Parties harmless from the foregoing.

- YOU UNDERSTAND THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THIS RELEASE DISCHARGES THE CITY PARTIES FROM ANY LIABILITY OR CLAIM THAT YOU MAY HAVE AGAINST THE CITY PARTIES WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM YOUR PARTICIPATION IN THE PROGRAM, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY PARTIES, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR OTHERWISE. YOU ALSO UNDERSTAND THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CITY PARTIES DO NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE IN THE EVENT OF INJURY OR ILLNESS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE CITY AND COUNTY OF SAN FRANCISCO, THE SAN FRANCISCO PUBLIC UTILITIES COMMISSION, ENERGY SOLUTIONS OR THEIR MEMBERS, MANAGERS, AFFILIATES, PARTNERS, AGENTS, REPRESENTATIVES, OR ANY OTHER CONTRIBUTOR TO THE PLATFORM BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DAMAGES OF ANY KIND WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH (A) THESE TERMS; (B) THE USE, DISCLOSURE, DISPLAY, OR MAINTENANCE OF REGISTRATION INFORMATION PROVIDED ON THE SITE OR PLATFORM, INCLUDING ANY PERSONAL INFORMATION; (C) THE USE OR MISUSE OF THE PLATFORM BY ANY PERSON OR ENTITY; (D) ANY OF THE CONTENT; OR (E) OTHERWISE; WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ENERGY SOLUTIONS OR ANY OF THEIR MEMBERS, MANAGERS, AFFILIATES, PARTNERS, AGENTS, REPRESENTATIVES, OR ANY OTHER CONTRIBUTOR TO THE PLATFORM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. "DAMAGES" INCLUDES, BUT IS NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL, INDIRECT, DIRECT, PUNITIVE, RELIANCE, EXEMPLARY AND/OR SPECIAL DAMAGES, INCLUDING LOST PROFITS OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION. YOUR RIGHT TO ACCESS AND USE THE SITE AND/OR PLATFORM IS CONDITIONED UPON YOUR ACCEPTANCE OF THESE TERMS, INCLUDING BUT NOT LIMITED TO ITS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY. YOU AGREE THAT YOUR EXCLUSIVE REMEDY SHALL BE TO IMMEDIATELY STOP USING THE PLATFORM AND THE SITE. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS OF USE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. IN ANY CASE, THE AGGREGATE LIABILITY OF ENERGY SOLUTIONS OR ANY OF THEIR MEMBERS, MANAGERS, AFFILIATES, PARTNERS, AGENTS, REPRESENTATIVES, OR ANY OTHER CONTRIBUTOR TO THE PLATFORM WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

Governing Law

These Terms and your use of the Platform shall be construed in accordance with and governed by the laws of the United States and the State of California, without regard to their



rules regarding conflicts of law. You irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Oakland, California, USA for all disputes arising out of or related to the use of the Site, Platform, the Content, or these Terms, and you hereby submit to the personal jurisdiction of such courts.

Miscellaneous

These Terms constitute the entire agreement between Energy Solutions, the City and County of San Francisco and you regarding your access and use of the Platform, and participation in the Program, and supersede any prior agreements between you and Energy Solutions or the City and County of San Francisco concerning these matters. If any of these Terms is found to be inconsistent with applicable law, void, or unenforceable for any reason, the remaining portions (and any partially- enforceable provisions) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. Energy Solutions' failure or the City and County of San Francisco's failure to enforce any of these Terms will not be deemed a waiver of such term or any other terms herein or a consent to any subsequent breach of the same or another term. You may not assign or transfer your rights and obligations under these Terms without the prior written consent of Energy Solutions and the City and County of San Francisco. Energy Solutions and the City and County of San Francisco may assign or transfer their rights and obligations under these Terms at any time and without notifying you. Any of the Terms that are, by their nature, intended to survive termination shall survive termination. Section titles are for convenience only and have no legal effect.

Accuracy of Information

The Content may include information and data from a variety of publicly accessible and other sources including, but not limited to, utility web sites, public-agency web sites (such as the Dept. of Energy and the EPA), and state regulatory agencies. This information includes but is not limited to rebates amounts, rebate program start and end dates, and rebate program eligibility criteria. We do not make any representation regarding the accuracy of such information, and any reliance you place on such information is strictly at your risk.

You acknowledge and agree that We are not responsible or liable for the availability or accuracy of any of the information obtained from other sources presented.

Contact

If you have any questions concerning the Website Terms or the Platform, please contact Energy Solutions at electrifymyride@energy-solution.com or by mail at 449 15th St. Suite 400, Oakland CA 94612.

If you have any questions regarding the E-bike Rebate Program, please contact G. Teeter at gteeter@sfgwater.org or by mail at 525 Golden Gate Ave, 7th Floor, San Francisco, CA, 94102



Significant Releases

Energy Solutions and the SFPUC notify you of significant releases below. Significant releases are those that might have an impact on any attributes associated with the Security, Confidentiality or Availability of iris-incentives.com.

By clicking on the box below I affirm that I have read the “Instant Rebate Retail Coupon Website Terms and Conditions” and the “Electrify My Ride Instant Rebate Program Terms and Conditions, Release and Liability Waiver”, fully understand its terms and am executing it voluntarily.

I Accept the Combined Terms and Conditions

