

Honeywell's Connected Savings Program

Customer Enrollment and Referral Form



Customer Information

Account No (optional):	<input type="text"/>	Existing MAC ID No:	<input type="text"/>		
Customer Name:	<input type="text"/>	E-Mail Address:	<input type="text"/>		
Installation Address:	<input type="text"/>	City:	<input type="text"/>	Zip:	<input type="text"/>
Mailing Address:	<input type="text"/>	City:	<input type="text"/>	Zip:	<input type="text"/>
Phone:	<input type="text"/>				

Referring Contractor Information

Contractor Name:	<input type="text"/>	Phone:	<input type="text"/>		
Contact Name:	<input type="text"/>	E-Mail Address:	<input type="text"/>		
Address:	<input type="text"/>	City:	<input type="text"/>	Zip:	<input type="text"/>

Eligibility Requirements

1. Thermostat must be connected to your central air conditioning system and connected to Wi-Fi.
2. Customers must have a PSEG Long Island account number with a premise that is East of the Shinnecock Canal in the Towns of Southampton or East Hampton
3. Customer must enroll device(s) in Honeywell's Connected Savings Program
4. Receipt of this form must occur within 10 business days of enrollment in the Honeywell Connected Svings program
5. Submit copy of this application to the following address:
South Fork Peak Savers
1377 Motor Parkway, Suite 401
Hauppauge, NY 11749

For more information about South Fork Peak Savers, please visit us at our website www.southforkpeaksavers.com or call us at 1.833.346.2181

Certification Statement:
Customer has read, understands and agrees to be bound by the Eligibility Requirements above as well as the program Terms and Conditions. Customer certifies that the information provided in the herein is true and accurate. Customer further certifies that the thermostats described herein have been installed in the facility indicated above and will not be resold. Customer understands that in order to receive a rebate from South Fork Peak Savers, installed device must be enrolled in the Honeywell Connected Savings Program.

Customer Name:	<input type="text"/>		
Customer Signature:	<input type="text"/>	Date:	<input type="text"/>

South Fork Peak Savers is under contract to PSEG Long Island to help communities save energy by providing incentives and education that motivate change.

South Fork Peak Savers Connected Savings Terms and Conditions:

Last updated: May 3, 2018

Thank you for your interest in the South Fork Peak Savers Connected Savings Program, a service offered through Whisker Labs (“WL”).

The Connected Savings Program allows you to participate in a program for residential and commercial customers offered by Applied Energy Group (“AEG”) called “South Fork Peak Savers” using your connected thermostat. As part of the Program, WL uses weather data combined with advanced algorithms to provide insight into and improve the control of heating and cooling of structures via our Connected Savings (CS) service. This program from South Fork Peak Savers uses data from your thermostat and from a real-time, local weather sensor network to optimize your thermostat settings based on the weather during a limited number of peak demand periods or events. WL’s servers will remotely inform your thermostat of the existence of a South Fork Peak Savers event, causing the thermostat to automatically change the temperature setpoint in your home on that day without any manual intervention by you. At any time that you desire, you may override this temperature setpoint simply by turning your thermostat to a different temperature or using the thermostats native interface, website or mobile application.

Your agreement to these terms (“Agreement”) gives WL permission to access and use your energy usage and billing information, to enable the Program and for AEG to enroll you in South Fork Peak Savers, pursuant to the terms and conditions below.

These Terms of Use Agreement and the Privacy Policy describe our respective rights and obligations under the South Fork Peak Savers Program and describes how we protect and handle the information that you provide or that we otherwise obtain through the Program described above, whether you are accessing the Services via a consumer web portal or app including mobile applications (the “Portals”); the content on the Portals or any other content provided through the Services (the “Content”); and the devices connected to the Services, including without limitation wireless thermostats acquired from our technology partners. You understand and agree that CS may include certain communications from WL, South Fork Peak Savers, PSEG Long Island, and our distributors and strategic partners, such as service announcements and administrative messages. If you have any questions as to how the policy applies to you, please contact South Fork Peak Savers at info@southforkpeaksavers.com or 1-833-346-2181 or email CS at cssupport@whiskerlabs.com.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ENTERING ACCESSING, BROWSING, SUBMITTING INFORMATION TO, OR OTHERWISE USING A SITE, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, OR IF YOU DO NOT AGREE WITH OUR PRIVACY POLICY, PLEASE DO NOT ACCESS OR USE CS. CS AND TOOLS ARE NOT DIRECTED TO, AND WE DO NOT KNOWINGLY COLLECT PERSONAL INFORMATION FROM, PERSONS UNDER THE AGE OF 18. UNDER NO CIRCUMSTANCES MAY YOU SUBMIT PERSONAL INFORMATION TO US IF YOU ARE UNDER 18 YEARS OF AGE.

TERMS OF USE

1. The Connected Savings Program is available to PSEG-Long Island residential and commercial electric customers who meet certain eligibility requirements. In order to participate, you must: (1) have an installed, qualifying and operable communicating thermostat controlling an air conditioning unit at your PSEG-Long Island service address; (2) be a PSEG-Long Island residential or commercial electric service account holder; (3) have an 802.11 wireless network at your PSEG-Long Island service address; (4) have an active account linked to your thermostat from your thermostats provider; (5) have your PSEG-Long Island service address located in the Town of East Hampton or the Town of Southampton; and (6) agree to the terms and conditions set forth in this Agreement. South Fork Peak Savers will notify you of the benefits and terms of the program that are available to you during the sign-up process and in a sign-up confirmation email. The sign-up confirmation email will also include information on how to opt-out of the program. CS may periodically provide digital messaging to you in an effort to update you on new service offerings as they become available. Grid Stability is the CS Service whereby CS manages connected thermostats by shifting cooling load by delaying or curtailing operation to balance electrical grid supply and demand during peak electric days when declared by the utility. Your comfort and settings will be maintained as much as possible, and you are likely to be unaware of the shift. The utilities use this service to reduce the possibility of service interruptions and to better manage the load during peak conditions. By agreeing to participate in the South Fork Peak Savers program you agree to allow CS, upon instructions from South Fork Peak Savers, to modify the control of your thermostat as warranted by system load. For more information, please visit www.southforkpeaksavers.com or see <http://www.connectedsavings.com> for information regarding the program.

2. Your Account and Use of CS. You must register to use CS, including the web and if applicable mobile enabled functionality. To register, you must provide the information specified in the registration form (“Registration Data”). By registering, and in consideration for your use of CS, you represent that: (i) the Registration Data that you provide about yourself is true, accurate, current, and complete; (ii) you are at least 18 years of age; (iii) you will maintain and promptly update the Registration Data to keep it true, accurate, current and complete; and (iv) you have installed, or will install prior to your use of a Service, a functioning and connected thermostat, and maintain it in a connected state throughout the Program period in order to participate in the program. Your use of CS must comply with all applicable laws, regulations and ordinances, including any laws regarding the export of data or software. By using CS you represent that you have the right to provide the information you provide to us, including the consent of third parties when required. In connection with your use of CS, you and PSEG Long Island may provide CS with data about your energy use, including data or information resulting from your use of CS.

3. Limited Use License to CS. WL grants you a personal, non-transferable and non-exclusive right and license to use CS and to view and download the Content solely for your internal/personal use, and subject to the condition that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or access to CS. You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” or “offline readers.” You agree not to modify CS, or any part thereof, in any manner or form, nor to use modified versions of CS for the purpose of obtaining unauthorized access to You agree not to access CS by any means other than through the interface that is provided by WL expressly for the purpose of accessing CS. CS may not be used for any illegal purpose. You may not access our networks, computers, or CS in any manner that could damage, disable, overburden, or impair them, or interfere with any other person’s use and enjoyment of CS. You may not attempt to gain unauthorized access to any Content or Services, other accounts, computer systems, or networks connected with CS. No commercial use or redistribution of any Content is permitted.

4. CS is a secure system designed to require authentication to access and use CS. Upon registering, you will receive instructions regarding your use of existing user name(s) and password(s) or other authentication method established with your Communicating Device manufacturer or utility, or in the absence of these you may receive a new username and password. Certain other Content, features, or functionalities within CS may require additional access codes. Your username, password, and any other access codes assigned to you are, collectively, your “Credentials.” You are solely responsible for (i) maintaining the strict confidentiality of your Credentials, (ii) not allowing another person to use your Credentials to access CS, (iii) any and all damages or losses that may be incurred or suffered as a result of any activities that occur under your Credentials. You agree to (a) immediately notify WL in writing of any unauthorized use of your Credentials or any other breach of security. WL is not and shall not be liable for any harm arising from or relating to the theft of your Credentials, your disclosure of your Credentials, or the use of your Credentials by another person or entity.

5. Your use of CS is subject to and expressly conditioned on your compliance with these Terms. If you fail to comply with the Terms or any other guidelines and rules published by WL, your permission to use CS ends automatically. You may opt out of the South Fork Peak Savers program at any time. We may terminate and/or suspend your access to any portion of CS for any reason. Any such termination or suspension shall be in WL’s sole discretion and may occur without prior notice, or any notice. This suspension or termination may delete information, files and other previously available Content. WL further reserves the right to terminate or suspend any user’s access to CS or to any portion of CS for any conduct that WL, in its sole discretion, believes is or may be directly or indirectly harmful to other users, to WL or its subsidiaries, affiliates, or business contractors, or to other third parties, or for any conduct that violates any local, state, federal, or foreign laws or regulations. WL further reserves the right to terminate or suspend any user’s access to CS, or to terminate and/or Services in their entirety, for any reason or for no reason at all, in WL’s sole discretion, without prior notice, and with no liability to you.

6. No Archive. CS is not and shall not function as an archive. WL shall have no liability to you or any other person for loss, damage, or destruction to your information, including, without limitation, any utility bills, usage information or similar. You shall be solely responsible for maintaining independent archival and backup copies of your information.

7. Indemnification. You agree to defend, indemnify and hold WL, its parent and affiliates and your utility and their respective parents, subsidiaries, affiliates, distributors and strategic partners and their respective members, directors, officers, employees, stockholders and agents harmless against any losses, expenses, costs or damages (hereinafter, the “Indemnified Parties”) (including WL’s, its distributors’ and its strategic partners’, and your utilities’ reasonable attorneys’ fees, expert fees’ and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to (1) your breach of these Terms, and (2) your unauthorized or unlawful use of CS, Services, or Content, and (3) the unauthorized or unlawful use of CS by any other person using your Credentials, (4) any contributions by you, and (5) any third-party actions related to or arising from your receipt or use of CS or any portion thereof, whether authorized or unauthorized under these Terms.

8. Exclusion of Warranties. CS AND THE SERVICES ARE PROVIDED “AS IS,” AND “AS AVAILABLE” WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, AND OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OR TRADE, ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, THE INDEMNIFIED PARTIES DISCLAIM ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF CS, CO-BRANDED SITES AND/OR SERVICES. TO THE FULLEST EXTENT PERMITTED BY LAW, THE INDEMNIFIED PARTIES DISCLAIM ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE SERVICES, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH CS OR THROUGH ANY LINKS PROVIDED BY CS, INCLUDING CO-BRANDED SITES. THE INDEMNIFIED PARTIES SIMILARLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH CS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE INDEMNIFIED PARTIES DISCLAIM ANY AND ALL RESPONSIBILITY OR LIABILITY FOR (1) THE ACCURACY, COMPLETENESS, LEGALITY, RELIABILITY, OR OPERABILITY OR AVAILABILITY OF ANY CONTENT OR INFORMATION OR MATERIAL PROVIDED BY OR ACCESSIBLE THROUGH CS OR CO-BRANDED SITES; OR (2) THE USE OF OR INABILITY TO USE CS OR CO-BRANDED SITES; OR (3) THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL; OR (4) BREACHES OF SECURITY; OR (5) INFORMATION COMMUNICATED THROUGH EMAIL; OR (6) ANY OTHER FAILURE TO PERFORM BY THE INDEMNIFIED PARTIES OR WL’S CONTENT PROVIDERS, OR LICENSORS. NEITHER OF THE INDEMNIFIED PARTIES DO NOT MAKE ANY WARRANTY THAT CONTENT OR SERVICES SATISFY GOVERNMENT REGULATIONS. CS AND ANY CO-BRANDED SITES WERE DEVELOPED FOR USE IN THE UNITED STATES, AND THE INDEMNIFIED PARTIES DO NOT MAKE ANY REPRESENTATION CONCERNING CS WHEN USED IN ANY OTHER COUNTRY. THE INDEMNIFIED PARTIES DISCLAIM ANY RESPONSIBILITY OR LIABILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH CS, CO-BRANDED SITES, OR SERVICES, INCLUDING, WITHOUT LIMITATION, FOR HARM CAUSED BY VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. THE INDEMNIFIED PARTIES MAKE NO WARRANTY REGARDING THE RELIABILITY OR ACCESSIBILITY OF ANY DATA STORAGE FACILITIES OFFERED BY WL, ITS DISTRIBUTORS OR PARTNERS.

9. Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL THE INDEMNIFIED PARTIES BE LIABLE TO YOU OR ANY AUTHORIZED USER ON ACCOUNT OF THAT USER’S USE AND/OR RELIANCE ON CS, CO-BRANDED SITES OR THE SERVICES. THIS LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF THE INDEMNIFIED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND/OR RELIANCE ON THE SERVICES, FROM INABILITY TO USE THE SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF CS, CO-BRANDED SITES, OR SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION OF LIABILITY SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON CS, CO-BRANDED SITES OR SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN CS OR SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON CS, CO-BRANDED SITES, OR SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED IN CS, CO-BRANDED SITES, OR SERVICES. SUCH LIMITATION SHALL APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, CS, CO-BRANDED SITES, OR SERVICES OR WL’S PARENT COMPANY’S SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SUCH LIMITATION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. UNDER NO CIRCUMSTANCES SHALL THE INDEMNIFIED PARTIES, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING. IF, NOTWITHSTANDING THESE LIMITATIONS OF LIABILITY, THE INDEMNIFIED PARTIES ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE TO YOU IN ANY WAY, IN NO EVENT SHALL THEIR COLLECTIVE LIABILITY EXCEED THE GREATER OF (A) THE FEES YOU HAVE PAID TO WL, ITS DISTRIBUTORS OR STRATEGIC PARTNERS (AS APPLICABLE) RELATING TO CS OR ANY CO-BRANDED SITE DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING YOUR CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100.00). YOU AND THE INDEMNIFIED PARTIES AGREE THAT THE FOREGOING LIMITATION OF LIABILITY IS AN AGREED ALLOCATION OF RISK BETWEEN YOU AND THE INDEMNIFIED PARTIES. YOU ACKNOWLEDGE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, THE INDEMNIFIED PARTIES WOULD NOT PROVIDE CS OR SERVICES TO YOU.

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11. General Legal Terms. You agree that WL has the right to make changes to these Terms at any time. We will provide notice of a change to these terms on a Portal and by email, if applicable. You can review the most current version of the Terms at any time at whiskerlabs.com/connected-savings-terms/. Your continued use of CS following a change in the terms constitutes your agreement to the changed Terms. You agree that these standards for notice of amendments to these Terms are reasonable. WL may assign this agreement, in whole or in part, in its sole discretion. You may not assign your rights under these Terms without WL’s prior written permission, which it may withhold in its sole discretion. Any attempt to assign your rights under these Terms without WL’s permission shall be void. This Agreement is the entire agreement between you and us relating to CS and replaces any prior agreements unless such prior or subsequent agreement explicitly provides otherwise and specifically references this Agreement. If there is any conflict between this Agreement and a signed, written agreement between you and us related to CS, the signed, written agreement will control. Our licensors may be third-party beneficiaries to this Agreement pursuant to our agreements with them. To the extent our licensors are third-party beneficiaries to this Agreement, the rights and protections provided to us hereunder inure to their benefit. There are no other third-party beneficiaries to this Agreement. The parties are independent contractors, and nothing in this Agreement creates an agency, partnership or joint venture. This Agreement is governed by the law of the State of New York, excluding that state’s choice-of-law rules. THE EXCLUSIVE VENUE FOR ANY DISPUTE RELATING TO THIS AGREEMENT IS STATE OF NEW YORK. YOU AND WE BOTH CONSENT TO THE PERSONAL JURISDICTION OF THESE COURTS. Nothing in this Agreement limits either party’s ability to seek equitable relief. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO CS, SERVICES, OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

