



Supplier Data Portal

Terms and Conditions:

By accessing customer information in the Supplier Data Portal, you agree to the following:

- a. Customer Specific Data shall mean historical hourly interval data and demographic data in a customer's Versant Power account.
- b. Customers are opted-in to the Electricity Supplier Marketplace when they agree to share their Customer Specific Data with suppliers licensed by the State of Maine.
- c. You may receive Customer Specific Data for opted-in customers or customers that have provided authorization.
- d. Versant Power shall provide Customer Specific Data for customers that are currently opted-in when you use the "Select from Opted-In Accounts" function. Customers may opt-out from the Electricity Supplier Marketplace at any time. Customers are automatically unenrolled when they end service or remove their account from an online profile.
- e. Versant Power shall not provide you with any updates to any Customer Specific Data that you have obtained via the Electricity Supplier Marketplace when a customer closes their Versant Power account or otherwise has unenrolled from participation in the Electricity Supplier Marketplace.
- f. Versant Power shall release hourly AMI data through a supplier self-serve "Upload File of Account Numbers" function when the supplier provides the Versant Power account number(s). Through that interface, AMI hourly data and Customer Specific Data can be provided to the supplier.
- g. You shall not sell or otherwise provide to a third party any electricity usage data or other customer information obtained in the Electricity Supplier Marketplace. You may only use such data or customer information for purpose of marketing your electricity supply products to such customers.
- h. Both customers and competitive electricity providers shall access the Electricity Supplier Marketplace by entering Versant Power's secure website with a username and password.
- i. Versant Power will cease disclosure of customer information through the Supplier Data

Portal when: (1) the customer rescinds his or her authorization, or (2) the customer's Versant Power account is closed.

- j. You shall securely and irreversibly dispose of or un-identify customer data collected through the Supplier Data Portal upon the earlier of: (1) once you have reasonably determined that such data is no longer necessary to achieve the purposes for which it was collected, or (2) ninety (90) days from receipt of the customer data. If you are under a legal obligation to retain such data for a longer period, you may retain such Customer Specific Data for no other purpose than that specific legal obligation.
- k. **LIMITATION OF LIABILITY - TO THE FULLEST EXTENT PERMITTED BY LAW, VERSANT POWER SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES (INCLUDING DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) ARISING FROM YOUR ELECTION TO USE THE SUPPLIER DATA PORTAL, REGARDLESS OF HOWEVER SUCH DAMAGES MAY ARISE.**
- l. The Supplier Data Portal and its content are provided on an "as is" basis. Versant Power does not represent or warrant that the functions of the Supplier Data Portal or the materials therein will be provided on an uninterrupted basis or are error-free, or that defects will be promptly corrected. Versant Power, to the fullest extent permitted by law, disclaims all warranties, express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights and fitness for a particular purpose.