

# Consumers Energy Smart Thermostat Program – Terms and Conditions

- 1.0 *Customer.* This Program is available to full service residential customers served on a residential rate and who have the required equipment and infrastructure installed.
- 2.0 *The Program.* Only customers who have a central air conditioner and Wi-Fi enabled Smart Thermostat will be eligible for the Smart Thermostat Program. Uplight, a vendor working on behalf of Consumers Energy, will automatically sync with your thermostat during Energy Savings Events called by Consumers Energy, and measure the energy load shift that Consumers Energy will be able to utilize for the company's demand reduction requirements pursuant to the Michigan Public Service Commission.

*Devices.* By participating in the Program and authorizing a smart thermostat, you hereby grant Consumers Energy and Uplight the right to remotely sync with and adjust one or more smart thermostats at the address you are enrolling (each, your "smart thermostat") on Energy Savings Event days only. When you authorize a smart thermostat, you may be presented with additional terms from the smart thermostat manufacturer (the "Manufacturer"). These terms are in addition to, and are not replaced by, those terms. If you are a residential tenant, you assume responsibility for obtaining permission from the landlord or property owner to use the smart thermostat and participate in the Program.

*Temperature Adjustments.* Only during Energy Savings Events throughout the applicable Demand Response Season, may Uplight automatically adjust the temperature setpoint on your smart thermostat. You will always maintain full control over your smart thermostat. At any time, you may override this temperature setpoint simply by turning your smart thermostat to a different temperature or using the other methods enabled by the smart thermostat Manufacturer.

*Changes.* Consumers Energy reserves the right, in its sole discretion, to modify or to discontinue the Program at any time.

*Eligibility.* You agree to provide Uplight and Consumers Energy information to verify your eligibility for the Program. You agree the information you provide to Uplight or Consumers Energy 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. You must have a participating Wi-Fi enabled smart thermostat (supported models: Emerson Sensi, Sensi Touch, Nest, Nest E, ecobee4, ecobee3 lite, Honeywell, or any additional models approved by Consumers Energy in the future, each a smart thermostat.) or be willing to purchase and install one. You will not be enrolled in the Smart Thermostat Program until the installation of a supported smart thermostat has been completed. You must have a central air conditioning unit and an always-on Wi-Fi network. You must have a Consumers Energy account that receives electric or combination (electric and natural gas) service at the premises and must be responsible for paying for your individual energy use under the account for the premises enrolled in the Program. Your eligibility to participate in the Program is determined solely by Consumers Energy and you may be de-enrolled at any time at Consumers Energy's discretion. You will be required to provide contact information needed to receive mandatory program communications, as described below.

*Enrollment & De-enrollment.* After enrollment is requested, you will be enrolled in the Program at the point eligibility is confirmed. Enrollment is voluntary; however, when you choose to enroll you must stay enrolled for a minimum of 12 months or until moved out of the premises. You are required to authorize the Program software onto your thermostat to receive the program incentive.

- 3.0 *Energy Savings Events.* Residential customers agree to participate in planned demand response events called "Energy Savings Events". Energy Savings Events may be implemented for, but not limited to, maintaining system integrity, making an emergency purchase, economic reasons, or when there is insufficient system

generation available to meet anticipated system load. You will always be notified prior to a planned Energy Savings Event. During an Energy Savings Event you agree that Consumers Energy and Uplight may automatically sync with your smart thermostat and shall be authorized to adjust the smart thermostat settings. You will always maintain full control over your smart thermostat and may override this adjustment at any time. If you adjust the smart thermostat during an Energy Savings Event, you may be ineligible to receive the full Program Incentive. Your smart thermostat will automatically return to its regular settings following an Energy Savings Event.

For residential customers only, Consumers Energy may call up to seven (7) Energy Savings Events from June through August on non-holiday weekdays with no more than one event per day. Events will be scheduled between the hours of 10:00 a.m. to 8:00 p.m. EDT and typically last no more than a four-hour period.

- 3.1 *Test Energy Savings Events.* Select residential customers may be part of up to two (2) system tests prior to the summer Demand Response Season. These test events would test the operations of the program prior to the season.
- 3.2 *Critical Energy Savings Events.* These events may occur any day from May 1 – October 31, including weekends and holidays, between the hours of 7:00 a.m. and 8:00 p.m. EDT with little or zero notice, typically lasting no more than a four-hour period in any one day during Conservative Operations, Severe Weather Alerts, Min/Max Gen Alert/Warnings, or Emergency Events as directed by Midcontinent Independent System Operator (“MISO”). For residential customers, this may be in addition to the 7 Summer / 2 Test Energy Savings Events.
- 4.0 *Incentives.* In connection with the Program, Consumers Energy may offer rebates, offers, bill credits or other incentives (“Incentives”). Consumers Energy 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 smart thermostat adjustments during an Energy Savings Event may disqualify you from Incentives. Consumers Energy reserves the right to eliminate Incentives if you opt out of three (3) or more events in any 12-month period.
- 5.0 *Communication.* You agree to receive mandatory Program communications and to provide and maintain valid contact information for such communications. You accept responsibility for the receipt of these communications. By enrolling, you accept [Consumers Energy's Electronic Communications Terms & Conditions](#), including but not limited to those provisions regarding live and automated voice notifications and text messages when you provide a phone number (both land line and wireless). Network and other data or text charges may apply.
- 6.0 *Your Information.* By submitting User Data and any other data, materials, or information in connection with the Program, you are allowing Uplight and Consumers Energy to access such information to be utilized for the purpose of providing the Program including, but not limited to, Program communications via email, text message and/or physical mail. In addition, you hereby authorize Uplight to access your information maintained by Consumers Energy and/or smart thermostat Manufacturer solely for Uplight to provide the Program. You understand and agree that by authorizing Uplight to sync with your smart thermostat in connection with the Program, Uplight and its partners may receive access to data from your smart thermostat directly, including data collected from its sensors. You agree that Consumers Energy may include your name, address, Consumers Energy account number, Consumers Energy services and resulting energy savings in a database hosted by Uplight, and such information may be included in reports or other documentation submitted to the Michigan Public Service Commission.

Consumers Energy will treat such information as confidential, and the information in the reports shall only be in the aggregate. For more information on the particular data Uplight will receive access to, please contact Consumers Energy at (855)-242-0558.
- 7.0 *Costs.* Consumers Energy and Uplight are not responsible for providing the systems necessary to participate in the Program, such as smart thermostats or Internet access. You are responsible for any increased energy charges resulting from increased energy use during Energy Savings Events.

*8.0 Limitation of Liability. Consumers Energy's liability is limited to paying the Incentive specified. In no event will Consumers Energy be liable whether in contract, tort (including negligence), strict liability, warranty, or otherwise for any direct, indirect, special, incidental, or consequential damages connected with or resulting from participation in this Program.*

*9.0 Warranties. Consumers Energy does not warrant the performance of installed equipment, expressly or implicitly. Consumers Energy makes no warranties or representations of any kind, whether statutory, expressed, or implied, including without limitation, warranties of merchantability or fitness for a particular purpose regarding the smart thermostats, central air conditioning equipment or heating equipment provided by a manufacturer or vendor. Contact your contractor for details regarding equipment performance and warranties.*

*Customer's Certification. You certify and agree that all information is true and that you have conformed to all Program and equipment requirements*