



## DTE SmartCurrents™ Terms and Conditions

DTE Energy SmartCurrents program (“Program”) is a voluntary program designed to incentivize customers with a free Wi-Fi enabled smart thermostat to reduce strain on the electricity grid during times of high demand.

To become a participant in the Program, you must submit an application to, and have it accepted by DTE Electric Company (“Company” or “DTE”). **As a participant in the Program, you have read and agree to the following Terms and Conditions (“Terms”):**

### **Program Description and Administration**

- **Program Description.** The Company will provide customers who submit an application and whose applications to participate in the Program are accepted by the Company (“Participants”, “I”, “me”, “you”, and “your”) with a free, Wi-Fi enabled thermostat (“Device”) and the Participant agrees to install the Device at the service address enrolled in the Program within 60 days of Program acceptance and allow the Company and its Contractors to control and adjust the temperature of the Participant’s Devices during times of indicated by the Company. Such adjustments are referred to as “Events” (defined below). Participants who fully comply with these Terms and Conditions may receive an incentive set forth below (“Incentive”) for continued participation to be provided to you by the Company. The Program does not have any effect on your DTE Electric rate, and the rate you had before enrolling in the Program will continue once accepted into the Program unless otherwise changed by the Participant and approved by the Company.
- **Program Administration.**
  - I understand that participation in the Program is completely voluntary and is limited to customers who currently meet the eligibility requirements defined in the Program Terms and while supplies last.
  - These terms and conditions are subject to change without notice. If there is a change, the latest Program terms and conditions will be updated here: [dteenergy.com/smartcurrentsterms](https://dteenergy.com/smartcurrentsterms).
  - While the Company reserves the right to modify or stop the Program at any time, I understand I must fulfill the Program terms and conditions in effect at the time of my enrollment into the Program and those I subsequently agree with.
  - I understand it is my responsibility to learn about and understand the Program even though the Company will make best efforts to provide information.
  - I acknowledge that the Company has contracted with ICF and EnergyHub and their subcontractors (“Contractors”) to administer the Program. For more information about ICF, visit [icf.com](https://icf.com); for more information about EnergyHub, visit [energyhub.com](https://energyhub.com).
  - I give the Company (and its Contractor(s)) permission to store, use, maintain and share my energy consumption data (“Energy Consumption Data”), my thermostat data, as well as some of my personal information (“PII”) that may include, but not be limited to my name, address, account number, and last 4 digits of my social security number for the purpose of managing my participation in the Program.

Accordingly, I hereby release, hold harmless and discharge the Company, its agents, officers, directors, shareholders, employees, contractors, affiliates, successors in interest and assigns from and against any and all claims of whatever nature arising in connection with or associated with the Program or with the storage, use, maintenance or sharing of my PII and/or Energy Consumption Data.

- I understand that the Program is not associated with any one rate or tariff and operates independent of any rate or tariff that I am on and has been approved by the Michigan Public Service Commission, including but not limited to D1.8 Dynamic Peak Pricing (DPP), D1.2 Time of Day 11 a.m. – 7 p.m., or D1.11 Time of Day 3 p.m. – 7 p.m., and I am subject to any rules and regulations set forth in the rate or tariff I am eligible for.
  - DPP is an optional base rate tariff available to full-service residential and secondary commercial and industrial DTE Electric Customers seeking to manage their electric costs by either reducing load during high-cost pricing periods (“Critical Peak Events”) or shifting usage to lower cost pricing periods.

## **Eligibility**

I understand that funds are limited, and services are available on a first-come, first-served basis, and that Participants must meet the following eligibility criteria:

- Program participation is open to DTE Electric Company Residential customers who:
  - Have an active smart meter (also called an advanced metering infrastructure (AMI) meter).
  - Have a working central heating and air conditioning system or air source heat pump system.
  - Have an in-home Wi-Fi service – hot spots do not qualify.
  - Are not already enrolled in a competing rate, tariff, or program (Conflicting programs include, but are not limited to: Electric Choice, CoolCurrents, or Smart Savers)
  - Have a qualifying heating, ventilation, and air conditioning (HVAC) system. Heat pump systems qualify, but window room air conditioning units and mini splits do not. Some communicating HVAC systems are incompatible with the Device. If the Device cannot be installed due to system incompatibility, the customer will be removed from the Program.
- I understand it is my responsibility to assess my individual system to determine compatibility with the provided Device.

## **Enrollment**

- Customers can apply to participate in the Program through the Program enrollment website at [dteenergy.com/smartcurrents](https://dteenergy.com/smartcurrents) or by contacting the Program Customer Service team at 888.871.0348.



- I confirm that I am the customer of record at the service address provided upon request for enrollment. I also acknowledge that I have read and agree to these Program terms and conditions as presented in the enrollment request, and I am authorized to approve participation in the Program.
- By submitting an application to enroll as a Participant in the Program, I authorize the Company and its Contractors to:
  - Collect and exchange data related to my identity, my opt-in or opt-out status, my energy usage and/or energy production, my DTE account, my electric bill, and operational data about my Devices (collectively, “Program Data”), solely for the purposes of determining my eligibility for the Program and operating the Program.
  - Review and analyze all of my Program Data for the purposes of fulfilling their obligations under the Program and applicable law, improving the Program and as otherwise permitted by applicable law, and to exchange conclusions with each other and publish results based on those conclusions, provided that they treat all such Program Data in accordance with their respective privacy policies.
  - Automatically adjust my Devices, as required by the Program at times indicated by the Company (as described below) or for general system testing purposes.
  - Send me emails, text messages, prerecorded phone messages and other notifications related to the Program, including but not limited to my enrollment status, Device status, appointment reminders and Program-related adjustments to my Devices.
  - Send me emails, text messages, prerecorded phone messages and other notifications related to surveys about the Program and to share my responses to such surveys among themselves.
  - Summarize the results of the Program in publicly available studies, provided that any Program Data included in such studies will be anonymous such that I am not individually identifiable.
- I confirm that my DTE Electric account is not currently on any competing service, tariff, or rate, or enrolled in any DTE conflicting program, including but not limited to CoolCurrents, Electric Choice or Smart Savers.
- Throughout the term of the Program, I agree to maintain the eligibility requirements I met and stated in my enrollment request form when I enrolled:
  - I am a DTE Electric Company full service electric customer on a rate compatible with the Program and have an active smart meter, in-home Wi-Fi, and central air conditioning (AC) or air source heat pump.
- If I am a renter, I attest I have obtained permission from my landlord to participate in the Program, including permission to install the Device.
- I acknowledge that DTE is the owner of the Device for the first five years following the date of initial receipt by the Participant. On the fifth anniversary of the date of receiving the Device, I will become the owner of the Device. Accordingly, I acknowledge and agree that, for the first five years, I cannot resell or remove the Device from the home where it was initially installed, and I am responsible for reimbursing the Company for any lost or

damaged Devices.

- I authorize the Company to enroll my DTE Electric account in the Program for a recommended minimum of 12 months. I understand that I can opt out at any time but will be required to return the Program provided thermostat. Notwithstanding the foregoing, the obligations regarding ownership of the thermostat set forth in the immediately preceding paragraph shall continue for five (5) years from the date I enrolled in the Program (“Effective Date”).
- I understand that the Company may remove me from the Program and disqualify me for any Incentive at any time and without liability upon notice to me via email if I violate these Terms, if I do not comply with any reasonable request from the Company or its Contractors in connection with this Program, if the Company declares me ineligible for the Program, if I tamper with or attempt to tamper with a Device or do not maintain a continuous connection of the provided Device(s), or any other reason identified by the Company.
- I understand that if I add or enroll in a conflicting separately metered service(s), tariff(s), or rate(s), or enroll in any conflicting program, including but not limited to CoolCurrents, Electric Choice or Smart Savers through Company, the Company may terminate my participation in the Program without liability and without notice and request that I return the Device to the Company.

## **Term**

- The term of this Agreement shall be for twelve (12) months from the first day I am approved to participate in the Program; provided, however, either the Company or I may terminate it at any time. I understand that I can terminate this Agreement at any time by unenrolling from the Program at [dteenergy.com/smartcurrents](https://dteenergy.com/smartcurrents) with my DTE online account or contacting the Customer Service team at [dtesmartcurrents@icf.com](mailto:dtesmartcurrents@icf.com) or 888.871.0348. Should the Company choose to terminate this Agreement at any time, they will notify me by email or letter determined by the availability of an email address on my DTE account.

## **Thermostat and Installation**

- I confirm that I have/will obtain only one Device through this Program. If I have multiple cooling systems, I may request an additional Device but am required to have it professionally installed by the Program Contractors in order to receive the Device.
- I understand and acknowledge that I am responsible for the Device being installed within 60 days of my acceptance into the Program or I will have to return or reimburse the Company for the cost of the Device. If the Device is not installed within 60 days, I will be required to schedule a professional installation service provided by the Company or I will be charged the cost of the Device, including tax, based on the model provided (ecobee Smart Thermostat Premium: \$185.50; ecobee3 lite: \$132.50; Powerley Thermostat: \$65) on my bill following 120 days after the date of enrollment.
- I agree to keep the provided Device actively connected to Wi-Fi and available for Events as needed by the Company, and the Company reserves the right to remove me from the Program and request the Device be returned if it is offline for more than 30 days and my



enrolled DTE account is still active and eligible.

- I authorize DTE to provide, and I accept, the Company or a third-party contractor provided by the Company, to install the provided thermostat at the premise enrolled in the Program. If a Contractor installs the Device, that party is authorized to enter my property for purposes of the installation.
- Neither the Program nor the Contractors repair HVAC units. If an HVAC unit malfunctions during an Event or otherwise, the customer is responsible for contacting its own HVAC technician for repairs and the cost of those repairs.
- I understand that if I am requested to return the Device(s) provided as part of the Program, I must return them within a timely manner. If the Device(s) are not returned, I will be charged the cost of the Device, including tax, based on the model provided (ecobee Smart Thermostat Premium: \$185.50; ecobee3 lite: \$132.50; Powerley Thermostat: \$65) on my DTE Electric bill.

### **Program Notifications and Events**

- I authorize the Company to remotely increase or decrease the temperature setting on the provided Device by up to four (4) degrees Fahrenheit during Events or for general system testing purposes.
  - **SmartCurrents Peak Events.** I understand that by participating in SmartCurrents, I am subject to SmartCurrents Peak Events, which can occur Monday through Friday on non-Federal holidays between 12 p.m. and 8 p.m. ET for up to four (4) hours throughout the entire year (January – December).
    - I acknowledge that the Company is unable to predict the number of SmartCurrents Peak Events, but it is expected that the total number of Event hours will not exceed 64 hours per year.
    - I understand that I will be notified of SmartCurrents Peak Events via push-notification to the Device and/or its mobile application. It is solely my responsibility to download the Device mobile application and maintain this communication channel by keeping my Device profile and mobile application available and up to date. SmartCurrents notifications can occur at any time including but not limited to the day of the planned SmartCurrents Peak Event.
    - I understand it is my responsibility to keep the Device actively connected to Wi-Fi. In any instance that the Device loses connectivity to Wi-Fi due to any reason, it is up to the Customer to ensure the Device connection is restored as soon as possible.
    - I understand that I may opt in to receive additional notifications of SmartCurrents Peak Events via email, and it is solely my responsibility to opt in and maintain this notification channel with the Company.
  - **Critical Peak Events.** I understand that if I choose to be on the DPP rate while enrolled in the Program, during a Critical Peak Event the cost of electricity rises as



part of the rate, and I agree to allow DTE to adjust the temperature setting on the provided Device by up to four (4) degrees during the Event depending on the time of year.

- I understand that my energy use practices and choosing to opt out of the temperature adjustment during the Critical Peak Event may result in paying more under DPP than under other DTE Energy rates.
- I agree to provide and maintain at least one communication channel (i.e., landline telephone, email, or cell phone) for all Critical Peak Event notifications per the DPP tariff requirements. Critical Peak Event notifications can occur at least six hours before a scheduled event.
- I understand that if I agree to receive text messages as part of the Program or DPP rate,
  - Message and data rates may apply.
  - Messaging frequency varies.
  - Carriers are not liable for delayed or undelivered messages.
  - To opt out, reply STOP.
- For the DTE Energy privacy policy, visit: [dteenergy.com/privacy](https://dteenergy.com/privacy)
- I understand that it is my responsibility to update the Company of any changes in my communication channels by managing my alert preferences at [dteenergy.com/smartcurrents](https://dteenergy.com/smartcurrents) by logging into my DTE online account, or contacting the Customer Service team at [dtesmartcurrents@icf.com](mailto:dtesmartcurrents@icf.com) or 888.871.0348.

### **Incentives**

- I understand when I enroll and remain enrolled in the Program for a complete 12-month term with the provided Device actively installed, I will receive an annual \$25 bill credit (“Incentive”) beginning June 1, 2024 (“Incentive Date”).
- Incentives are limited to one per service account and will not exceed \$25. Installing multiple Devices for the same account will not increase your Incentive amount.
- I understand that if I am found to be no longer eligible for the Program, based on the current eligibility criteria, that I will forfeit any potential Incentive.
- I understand that the Company has sole discretion in determining whether an Incentive is applicable, and there is no guarantee that a bill credit will be paid.
- Bill credits will be processed up to two billing cycles following the Incentive Date.
- If an Incentive is provided in error, DTE reserves the right to debit your account within 90 days of the occurrence.
- I understand that the amount and form of the Incentive is subject to change at any time.

### **Disclaimers and Rights**

**DISCLAIMER AND LIMIT OF LIABILITY:** I UNDERSTAND AND AGREE THAT NEITHER DTE ELECTRIC NOR ANY OF ITS AFFILIATES WARRANTS IN ANY WAY (A) THE THERMOSTATS PROVIDED IN CONNECTION WITH THE PROGRAM, (B) THE SERVICES PROVIDED IN



CONNECTION WITH THE PROGRAM, AND (C) THAT THE PROGRAM WILL RESULT IN ENERGY SAVINGS; AND THAT ALL SUCH THERMOSTATS AND SERVICES SHALL BE ACCEPTED "AS IS" WITH RESPECT TO DTE ELECTRIC. IN NO EVENT WILL DTE ELECTRIC BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY OR OTHERWISE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, CONNECTED WITH THE PROGRAM AND ANY DAMAGES RELATING TO SAFETY, HEALTH, OR WELLBEING. DTE ENERGY (AND/OR ITS CONTRACTOR MANAGING THE PROGRAM) PROVIDE NO WARRANTIES REGARDING SAFETY, HEALTH, OR WELLBEING.

**RIGHT TO REFUSE:** CONTRACTOR HAS THE RIGHT TO REFUSE TO PROVIDE SERVICE OR END THE DELIVERY WHEN CONFRONTED BY A CUSTOMER ACTING INAPPROPRIATELY OR WHEN FACING A SITUATION DEEMED POTENTIALLY UNSAFE OR HARMFUL TO HEALTH OR WELLBEING. "INAPPROPRIATE" INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING: UNREASONABLE DEMANDS FOR SERVICE, PERSONALLY THREATENING OR OFFENSIVE LANGUAGE, THREATENING OR ERRATIC BEHAVIOR AND PERSONAL CONTACT. AUTHORIZED CONTRACTOR RESERVES THE RIGHT TO EXCLUDE ANY PREMISES, OR VICINITY THEREIN, DEEMED POTENTIALLY UNSAFE OR HARMFUL TO HEALTH OR WELLBEING.