

# **Intelligent Octopus Agreement**

Octopus Energy LLC ("Us" or "We") and Customer ("You" or "Your") acknowledge and agree to the following:

## **Purpose**

The smart device control feature, Intelligent Octopus (IO) allows for us to make changes to your smart device(s) (such as thermostats and electric vehicle (EV) chargers) in an effort to reduce stress on the Texas electricity system.

## **Eligibility**

1. Must have an active Octopus Energy account;
2. Must have compatible devices at the address where electric services are provided;
3. Must have an active Wi-Fi network at the account service address; and
4. You agree to the Terms & Conditions set forth in this Agreement.

## **Terms & Conditions**

1. You agree to participate in the smart device control program that operates to conserve energy and reduce energy consumption as determined by us.
2. You understand that enabling the IO feature allows us to remotely adjust your smart device(s).
3. Failure to install and register your smart devices properly will prevent your use of the IO feature.
4. You give us permission to integrate with your smart devices. We will connect with your permission through the Octopus Energy App or online portal.
5. You agree to receive electronic notifications (by text, push notifications, and/or email) regarding device alerts and other communications by us.
6. Octopus Energy is not affiliated with any smart device providers or manufactures supported by the IO feature.
7. Through your participation, we will gather data about your power consumption, operating preferences, and other information regarding your smart device operations. We will use this information to optimize your energy usage, provide you services, send operating instructions to your smart device, improve the program, and for other energy grid support uses. We may also share your enrollment and usage information with third parties and agents providing services related to the program. For example, in the event we provide your information to TDSP's or ERCOT, your information will be aggregated and anonymized. To learn more about how we may use your information, please review our [Privacy Policy](#).

8. You acknowledge that we use 5-minute consumption data collected from your meter for billing purposes. In absence of 5-minute grid data, we may access the device based on 15-minute data, or an estimate.
9. The Octopus Energy App does use third party services that declare their own terms and conditions. Please review your smart device provider's terms and conditions.
10. You agree that we may suspend or terminate your participation in the program for any reason, including if you move from your residence.
11. Octopus Energy reserves the right, at its sole discretion, to make changes to the IO feature and this Agreement at any time.
- 12. You agree to release and hold harmless Octopus Energy from any liability, claim, demand, cause of action, damage or expense resulting from your participation in the smart device control program, Intelligent Octopus.**
13. OCTOPUS ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SMART DEVICE(S) USED BY THE CUSTOMER AND OCTOPUS ENERGY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SMART DEVICE(S) USED BY THE CUSTOMER AND SERVICES PROVIDED BY US, INCLUDING MERCHANTABILITY, CONFORMITY TO MODELS OR SAMPLES AND FITNESS FOR A PARTICULAR PURPOSE.

## Smart Device Management

### **Smart Thermostat Customers may take the following actions:**

1. Enable: Linking your smart thermostat with IO.
2. Disable: A temporary action by you that prevents IO from sending commands to your smart device.
3. Override: If you do not like the command we sent to your smart device, you may reject our command by doing so on your smart device manually or through your smart device App.
4. Disconnect: If you no longer want to use the IO feature, you can permanently remove the linked smart device from your account.

### **EV Customers may take the following actions:**

1. Enable: Linking your EV charger with IO.
2. Disable: A temporary action by you that prevents IO from sending commands to your smart device.
3. Bump Charge: If you do not like the command we sent to your smart device, you may

reject our command by doing so on our Octopus Energy App.

4. Disconnect: If you no longer want to use the IO feature, you can permanently remove the linked smart device from your account.

*On occasion, Customers may have to re-authenticate their device(s) when your smart device(s) undergo updates. This is out of our control, but we will provide you notice by email if we see connection issues and need you to re-authenticate your device(s).*

## Billing

We may apply a fee to your electricity bill if your smart device(s) are not enabled for a full Charge Period\* (please review your EFL for applicability). The fee will be seen as a line item on your monthly billing statement if applied.

The following actions/inaction by you may trigger a fee:

- (1) Disabling for 24+ hours;
- (2) Disconnecting for 24+ hours;
- (3) Six (6) or more Overrides within a Charge Period;
- (4) Six (6) or more Bump Charges within a Charge Period; or
- (5) Failing to re-authenticate your device(s) within 5 days following a notification from us.

Incentives may be offered from time to time through Promotions. Please review [Terms of Service \(TOS\)](#) for Promotion terms.

*\*Charge Period means the time between your previous meter read and the current meter read within a billing cycle.*