

# Connect To Save Agreement

Thank you for your interest in Connect to Save — a service offered in partnership with OATI.



## General Information

Thank you for participating in the Connect to Save program ("Program") offered by your local electric cooperative ("Cooperative"). This subscription-based annual incentive program is available to eligible residential members ("Members") who enroll their "smart" device(s) and comply with the Program's Terms and Conditions ("Terms"). Eligible Members can earn incentives from the Cooperative by reducing energy usage during peak periods and alleviating stress on the grid. This helps maintain lower rates by minimizing energy purchases when prices are higher during peak demand. The Cooperative has partnered with a third-party vendor ("Vendor") to offer a demand response program to schedule and manage peak events called to the Member's smart device(s).

## Terms & Conditions

The Connect to Save program is governed by the terms outlined in this agreement. By signing up for or continuing to participate in the Program, you agree to comply with these terms. Failure to follow these terms may result in removal from the Program.

1. **Consent and Capacity:** Members must be at least 18 years old and have the legal capacity to enter into this agreement. They must provide truthful, accurate, current and complete information and accept the terms and conditions specified in this agreement. Additionally, they must secure the necessary consent and approvals from the owner(s) or occupant(s) of any premises where the device adjustments occur. Members have the right to withdraw from the Program at any time. If Members unenroll after participating for less than six months, they may have to return any enrollment incentives to the Cooperative.
2. **Eligibility:** To participate, the Member must have:
  - a. a current Cooperative residential electric service account in good standing;
  - b. a fixed wireless network at the Cooperative's specified service address (mobile broadband may be ineligible; please consult the Cooperative);
  - c. an installed and functional eligible device connected to the wireless network; and
  - d. primary residency at the designated address.
3. **Incentive:** An eligible Member may enroll one or more qualifying devices in the Program and receive a one-time enrollment incentive from the Cooperative for each device. The Member may receive additional incentives if the devices perform for at least six consecutive months in a calendar year and are active at the end of each year. Manually opting out of adjustment events regularly may disqualify Members from incentives. Also, enrollment in an incentive-based generator program may limit the ability to participate in other Connect to Save programs.
  - a. The Cooperative is not responsible for ensuring the receipt of incentive payments if a Member relocates without notification; such inaction forfeits the incentive.
4. **Device System Performance:** If the device system fails to perform, the Member has 30 days to resolve the issue and have the Cooperative verify it. If communication or access is restored later, the Member may choose to opt back in; however, a second enrollment incentive will not be provided. The Cooperative reserves the right to remove any Member who does not participate.

5. **Device Adjustment:** The Member agrees to allow the Cooperative to access and modify the settings of enrolled device(s) during peak events and at other times to enhance grid services. Members will be notified of an adjustment event by the manufacturer at least one hour in advance, although this may vary. Notification may be through a message on the device, in the manufacturer's app, or by email; however, in emergencies, Members may not receive any notice. Adjustment events may be called throughout the year, and Members can opt out of an event at any time although excessively opting-out may result in Member being removed from the program.
6. **Data Access:** Members agree to allow the Cooperative and/or Vendor to access and utilize specific customer data and information, including, but not limited to, energy usage and consumption data, as well as non-sensitive, personally identifiable information. Participation depends on the Member's consent for this information to be accessed and shared with the Cooperative and/or Vendor.
7. **Enrollment and Term:** This agreement becomes effective when the Member requests to enroll in the Program and remains in effect until the Member, Cooperative, or Vendor cancels or terminates the Member's participation. Members who decide to unenroll before completing six months of continuous enrollment may need to reimburse any enrollment incentives received as part of the Program.
8. **Liability:** The Cooperative, along with its affiliates, directors, officers, and employees, shall not be liable for any direct, indirect, special, or consequential damages to any persons or property resulting from or arising out of any use, repair, delay in repair, replacement, modification, unavailability, or status of the device system. Members are responsible for installing, operating, maintaining, and if necessary, replacing their enrolled devices. The Cooperative is not responsible for any costs associated with repairing, maintaining, or replacing device systems. If a replacement of enrolled devices becomes necessary, the Member must notify the Cooperative to continue participation. The Cooperative is not responsible for any changes in electricity costs during the Program.
9. This agreement will be governed by the laws of Indiana and Illinois. As a condition of participating in the Program, the Member agrees that all disputes that cannot be resolved amicably will be resolved individually and will not be subject to class action or other similar processes. The Member waives all rights or claims for incidental, punitive, consequential, or other special damages, including attorneys' fees.
10. **No Warranty Disclaimer:** Participation in the Program is at the Member's discretion and risk. The Program is provided "as is" and "as available" without any warranties. No guarantees are made that the Program will run without interruptions or errors. Members who are dissatisfied with the Program or these terms—or believe that the Cooperative has breached these terms—have the sole and exclusive remedy of ceasing their participation in the Program.
11. **Rights at Termination.** All rights granted to the Member under these terms will immediately end upon termination.
12. **Modifications:** The Cooperative may change these terms at any time. Members will be notified by email at the most recent email address the Cooperative has on file. Continued participation in the Program signifies the Member's acceptance of the revised terms.

Effective  
5/1/2025