

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 allows for Us to make changes to Your electricity usage to reduce stress on the Texas electricity system through smart thermostats and electric vehicle home charging equipment.

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 Intelligent Octopus feature allows Us to remotely adjust your electric usage through enrolled smart devices so that We may reduce stress on the Texas electricity system.
3. Failure to install and register your smart devices properly will prevent your use of the Intelligent Octopus 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. Octopus Energy is not affiliated with any smart device providers or manufactures supported by the Intelligent Octopus feature.
6. 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](#).

7. 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.
8. The Octopus app does use third party services that declare their own terms and conditions. Please review your smart device provider's terms and conditions.
9. You agree that We may suspend or terminate your participation in the program for any reason, including if You move from your residence.
10. Octopus Energy reserves the right, at its sole discretion, to make changes to the Intelligent Octopus feature and the Octopus Energy app at any time.
11. **You 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.**
12. 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.

You may cancel your participation at any time through the Octopus Energy app or online portal, by calling 833-OCTO-888, or emailing at heretohelp@octopusenergy.com.