

Prior to 2021



IM Home Mobile Application Terms & Conditions

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"IM Home" Mobile Application

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Termination: The license is effective until terminated by You or Indiana Michigan Power. Indiana Michigan Power may discontinue offering the Licensed Application at any time. Your rights under this license will terminate automatically without notice from Indiana Michigan Power if you fail to comply with any term(s) of this license. Upon termination of the license, You shall cease all use of the Licensed Application, and destroy all copies, full or partial, of the Licensed Application.

Additional Terms and Conditions Governing Use of the “IM Home” thermostat

By installing the IM Home thermostat (“Thermostat”) and registering with Orchestrated Energy, you acknowledge and agree to the following terms and conditions:

- You will be automatically enrolled in Indiana Michigan Power Home Energy Management Program which will allow Indiana Michigan Power to utilize the Thermostat to reduce your energy use using continuous demand management and load management events.
- The Company will utilize an energy management software platform, Orchestrated Energy, which will operate and control the Thermostat to reduce customer’s demand and energy use. The Company’s energy management platform will operate to optimize demand and energy use through load shaping to achieve optimum and efficient Customer use of electricity.
- Program demand reduction/load management activities can occur during peak and non-peak demand periods. Peak and emergency demand reduction/load management activities will be coordinated during electric power system peak load periods determined according to both Indiana Michigan Power system and PJM system requirements. PJM Interconnection is a regional transmission organization (RTO) that coordinates the movement of wholesale electricity in all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia. The Company plans to utilize a continuous load shaping strategy where load management activities undertaken through this program will occur within customer selected home temperature threshold set points to minimize customer comfort impact during the period of peak demand load management activity. Peak and emergency conditions demand reduction activities will focus on control of the central electric cooling/heat pump unit(s) during summer month peak demand periods. Peak period demand load control events can occur based on Indiana Michigan Power and/or PJM system need, as determined by the Company.
- Non-peak, non-emergency period load management activities will seek to optimize customer central electric cooling/heat pump unit(s) usage according to customer selected home temperature threshold set points in order to minimize customer comfort impact but maximize efficient operation of the equipment to achieve reduced energy consumption. Non-peak, non-emergency load management activity can occur for up to 487 hours per year, for the relevant operation period of the year for this equipment. Because non-peak, non-emergency load management events will only be executed within the bounds of customer-selected comfort settings, and therefore will not negatively impact customer comfort, there will be no limit on the number of days in which demand will be managed for such periods.
- For emergency and pre-emergency purposes, load management events shall not exceed 10 events per PJM planning year (June – May) and not last longer than six (6) hours duration. Emergencies and pre-emergencies shall be determined by PJM as defined in PJM Manual 13 – Emergency Operations. Emergency and pre-emergency load management events can only occur between Noon and 8 pm on weekdays during June through September.
- You may choose to opt-out of any single demand reduction/load management event through the Licensed Application upon receipt of a notification or at the Thermostat itself. If you have the Licensed Application installed on multiple devices, the choice to opt-out will be applicable to all such devices.

YOU ARE RESPONSIBLE FOR LOSS OR DAMAGE TO THE THERMOSTAT. SHOULD THE THERMOSTAT BE LOST OR DAMAGED WHILE IN YOUR POSSESSION YOU WILL BE RESPONSIBLE FOR THE COST OF ITS REPAIR OR REPLACEMENT.

YOU AGREE TO MAINTAIN THE INSTALLATION OF THE THERMOSTAT IN GOOD WORKING ORDER AND USE OF THIS APPLICATION ON YOUR MOBILE DEVICE FOR A PERIOD OF NOT LESS THAN 12 MONTHS FROM THE DOWNLOAD OF THE APPLICATION.

IF YOU MAINTAIN THE INSTALLATION OF THE THERMOSTAT IN GOOD WORKING ORDER AND ADHERE TO THE PROGRAM REQUIREMENTS OF THE APPLICATION FOR 12 MONTHS THE COMPANY WAIVES ANY CHARGES FOR ANY REBATES OR THE COST OF THE THERMOSTAT OR ITS INSTALLATION. TO THE EXTENT YOU DON'T MAINTAIN THE INSTALLATION OR ADHERE TO THE PROGRAM REQUIREMENTS FOR 12 MONTHS THE COMPANY WILL SEEK REIMBURSEMENT OF ANY REBATES, COST OF THE THERMOSTAT AND/OR ITS INSTALLATION AND YOU AGREE TO REIMBURSE COMPANY ANY SUCH COSTS.

Limited Warranty: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE THERMOSTAT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE THERMOSTAT AND ANY SERVICES PERFORMED OR PROVIDED BY THE THERMOSTAT ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND INDIANA MICHIGAN POWER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE THERMOSTAT AND ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. INDIANA MICHIGAN POWER DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE THERMOSTAT, THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE THERMOSTAT WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE THERMOSTAT OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE THERMOSTAT OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INDIANA MICHIGAN POWER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE THERMOSTAT OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

Additional Program Requirements and Limitations

- Indiana Michigan Power shall NOT have any liability for any delay or failure to deliver real-time energy information under this program.
- Budgeted costs in the Home Energy Management program are estimates only and are not intended to reflect the actual amounts You will be billed on this account. AEP shall NOT have any liability for variance from actual billing.
- The Licensed Application may be loaded on more than one mobile device; however, a decision to opt out of email notifications or other programs from one device will apply to all devices on which the Licensed Application is loaded.

- Thermostat operation data collected by the Licensed Application will be used by Indiana Michigan Power and its evaluation contractor to measure energy savings and demand reduction.
- Any and all energy savings and coincident demand as well as demand response generated by participation in the Home Energy Management program are hereby committed to Indiana Michigan Power.
- By electing to participate in the Home Energy Management program You are authorizing Indiana Michigan Power to contact you via the Licensed Application with transactional messages related to this relationship. Participating in the Home Energy Management service shall be considered as affirmative consent to receive the related notifications should these notifications ever be classified as commercial in nature.
- The data communicated via the Licensed Application is the property of Indiana Michigan Power and is provided for your personal non-commercial use only and may not be used for any other purpose.
- You acknowledge that the Licensed Application may, at any time, be adversely affected by problems with the mobile phone network; including, without limitation, interference to the network coverage. Indiana Michigan Power shall not be responsible or liable for any loss, damage or expenses incurred directly or indirectly by You or any other person as a result of any difficulties experienced by any cellular phone service provider.

Governing Law: The laws of the State of Indiana, excluding its conflicts of law rules, govern these terms and conditions and your use of the Licensed Application. Your use of the Licensed Application may also be subject to other local, state, national, or international laws.

Updates to these Terms and Conditions:

- You agree that the terms and conditions can be updated from time to time. The updated Terms and Conditions will be posted at "ElectricIdeas.com/IMHome" and made available through the Licensed Application.
- You agree that if any new term or condition is not acceptable that you will take the affirmative action to withdraw from the program by removing and deleting the Licensed Application. Failure to withdraw after an update to terms and conditions will be considered as acceptance of the new terms and conditions, as authorized by this initial enrollment in the program.

These Terms & Conditions were last revised on November 7, 2017.