

## Customer Participation Agreement

**I acknowledge and understand the following:**

- I understand that as part of this program, I will receive the Flume Smart Water System for the discounted price of \$130 plus tax and shipping. The retail price is \$249 plus shipping. Upon installation of the Flume Smart Home Water Monitor, Flume will refund \$25 to my original payment method, lowering the final total price to \$105 plus tax and shipping. For program enrollment, technical and Flume Smart Water System app inquiries, I will contact Flume directly.
- I understand that the agreement to use the Flume Smart Water System is between me and Flume. DMWW has acted solely as a facilitator to introduce me to Flume. DMWW has not made any representations to me regarding the Flume Smart Water System. I am acting solely in my own discretion, and not in reliance on any representations of DMWW.
- I understand that I will be billed for water consumption based only on measurements from the Des Moines Water Works (DMWW) water meter(s) serving my property. Flume Smart Water System provides detailed information on daily water use, but its readings will not always match the total monthly readings from my DMWW meter(s), which are read in different units and billed for periods that do not necessarily coincide with the calendar month. The DMWW water meter is the official measuring device for all purposes, including billing and compliance with applicable laws governing use and conservation of water.
- This offer is non-transferable. Flume Smart Home Water Monitor must be installed at the property associated with the account that received the offer.
- Flume Smart Home Water Monitor must be installed within 30 days of delivery or returned to Flume. Flume can send a mailing label for this purpose and will refund my payment.
- I am the account holder of the property where the Flume Smart Home Water Monitor will be installed and understand by accepting this offer, I own the Flume Smart Home Water Monitor after I have made payment as required by this agreement.
- The "Service Address" must be served by DMWW. Rebates shall be limited to one per account per Service Address.
- I agree to install, or to have another party install, the Flume Smart Home Water Monitor according to the manufacturer's instructions and in a manner that does not interfere with the operation or reading of the meter. I understand that DMWW is not responsible for installing the device. The device must be installed by using the straps that come with the device. I understand that installing the device does not require any physical alteration of the meter or use of DMWW's wired connection. Any device that is attached in violation of this agreement may be immediately removed by DMWW, and DMWW will not be liable for any loss or damage resulting from the removal. If the current meter is replaced by DMWW the Flume Smart Home Water Monitor will be removed by DMWW personnel and returned to me so I can re-install the device on the new meter.

- I agree that DMWW will not be responsible for any damage to the water meter during the installation or removal of the Flume Smart Home Water Monitor. I agree I will be solely responsible for damage to the water meter resulting from an attempt to install the Flume Smart Home Water Monitor.
- I understand that Flume Smart Home Water Monitor may or may not work in an underground water meter pit or meter vault because of limited signal strength or interference if the vault fills with water. I may return the Flume within 30 days of delivery. Flume can send a mailing label for this purpose and will refund my payment.
- I acknowledge that meter pits or meter vaults may contain hidden dangers and hazards, sharp objects, poisonous gases or limited oxygen and other unsafe conditions, and I assume all risks associated with my use and installation of the Flume Smart Home Water Monitor. I agree to defend, indemnify, and hold harmless DMWW, its officers, agents, and employees for any and all loss, liability, expenses, claims, suits and damages, including attorneys' fees, arising out of or pertaining or relating to my participation in this program, including without limitation installation of the Flume Smart Home Water Monitor.
- My property has Wi-Fi and I have a smartphone (iOS or Android) or other mobile device. I understand that if I do not have adequate Wi-Fi signal then I will not be able to use the Flume Smart Water System.
- I am able to plug the Flume Bridge into a power outlet inside my home and am able to connect it to my home's Wi-Fi. This process is similar to the installation of other smart home technology.
- The Flume Smart Water System presents no guarantee for reductions in water use.
- I agree to allow Flume to collect data from the Flume Smart Water System. By entering into this agreement, I agree that Flume is permitted to use data obtained from my device according to the Flume Privacy Policy: <https://flumewater.com/privacy-policy/>
- I allow Flume, in Flume's sole discretion, to share all water use data from this device as determined by Flume along with home profile information (number of residents, number of bathrooms, what type of indoor and outdoor appliances are at the home, etc.), with DMWW in part to assist in determining potential water savings, possible leaks and water use planning statistics.
- As a part of this program, I agree to install the Flume Smart Water System app on my personal device and keep the Flume Smart Water System installed for a minimum of one year.
- I agree to participate in at least one online follow-up survey conducted by DMWW.
- I agree to receive future communications and additional water efficiency information at the email address provided.
- I agree to comply with the Flume End User License Agreement ("EULA"). This EULA can be found at: <https://flumewater.com/eula/>. In the event of a conflict between these agreement terms and the EULA, these terms will govern.

- I expressly agree that DMWW does not guarantee the performance of any product receiving a rebate; and that DMWW does not warrant any product or installation to be free of defects, the quality of workmanship, or the suitability of the premises or the product for the installation. I further agree to indemnify, defend and hold harmless DMWW, and each of their directors, officers, employees, and agents from any and all suits, actions, losses, damages, claims or liability, penalties and costs or damages including without limitation, all expenses of litigation, court costs, attorneys fees, expert witness fees, and damages for injury, death or property damage sustained by any entity, person or persons arising directly from the product(s) and its (their) installation. I further understand that installation of a qualifying product may not result in lower water bills or water consumption but is only a means to better track water usage which might be assistive in better understanding water savings behavior.