

Terms and Conditions of the Compare MI Gas Website

Website Purpose

As part of Michigan's retail energy market customer education efforts, the Michigan Public Service Commission (MPSC or Commission) operates the [MI.gov/CompareMIGas](https://www.mi.gov/CompareMIGas) website, which provides customers an opportunity to learn about the Gas Customer Choice (GCC) Program and to help customers make informed choices for gas service and providers. The [MI.gov/CompareMIGas](https://www.mi.gov/CompareMIGas) comparison charts are part of the website and are intended to provide residential and small commercial customers an unbiased listing of available offers. Michigan alternative gas supplier (AGS or supplier) licensing requires AGS website participation if active marketing and/or enrollment is available for residential and small commercial customers.

Neither AGS nor utility shall be required to market or promote the website but are encouraged to do so at their discretion.

Website Content

The MPSC will determine the design, data elements, layout and format of [MI.gov/CompareMIGas](https://www.mi.gov/CompareMIGas) including all aspects of the comparison charts and reserves the right to modify any elements of the website and the comparison charts without prior notice. The MPSC Staff will keep a record of all posted offers for a minimum of two years. If any modification requires new or changed data from the AGS, the MPSC Staff will provide sufficient notice and time to AGS to provide the required data.

Historical rate information posted to this site will include 12-months of utility gas cost recovery (GCR) rates as well as a snapshot of the price comparison website on a going-forward basis.

Honoring Offers

As a condition of posting offers on [MI.gov/CompareMIGas](https://www.mi.gov/CompareMIGas) an AGS is required to honor the prices and all terms and conditions of products posted. The AGS should keep posted offers current. As offer details change the AGS should expire offers that are no longer available to customers and submit new offers. The MPSC Staff reserves the right to remove offer(s) from the website if the AGS fails to honor the posted prices.

Terms and Conditions

All offers posted on [MI.gov/CompareMIGas](https://www.mi.gov/CompareMIGas) are subject to the following terms and conditions and are requirements of the AGS licensing application and each GCC Program utility tariff, Section F:

1. All MPSC licensed AGSs will be issued a user-id and password, which permits each AGS to submit information to the website through a web-based interface.
2. Accurate and timely postings are the responsibility of the AGS, and the MPSC shall not be liable for inaccurate or untimely postings. The AGS will submit offers for posting as frequently as they

become available. The AGS will be required to honor all uploaded pricing for residential and small commercial customers on the website. The MPSC reserves the right to impose consequences for non-compliance.

3. Any AGS licensed by the MPSC and marketing to residential and small commercial customers must post to the website their generally available pricing offers for each type of offer available (i.e. fixed or variable) within each utility territory in which the AGS is marketing. The AGS submitted offers will be limited to five per offer type per utility. The AGS will not offer a higher rate in the marketplace than what is posted on the website.
4. The AGS is required to populate all relevant informational fields for each offer on the website. In order to ensure that offers are comparable, the MPSC website offers different identifying designations (i.e. fixed or variable, with details provided on promotion or custom) on the website. The AGS is required to follow these designations when entering information on all offer types (i.e. fixed or variable, with details provided for green, index, capped). The MPSC Staff reserves the right to reject submitted offers that do not comply with the identifying designations. The AGS may revise any rejected offer and resubmit for inclusion on the site.
5. To ensure a level of security, MPSC Staff will act as a moderator of each AGS submission for posting. MPSC Staff will perform a cursory review of each submission for obvious errors before it becomes live on the website. MPSC Staff will alert AGS to any obvious errors with a timely notice.
6. Each AGS will be required to provide its company logo in an acceptable format at the request of the MPSC Staff for inclusion on the website.

Enforcement

The MPSC Staff will provide an AGS with timely notice and opportunity to cure any alleged violation of these Terms & Conditions, including the failure to report information or for reporting inaccurate information to the website. After timely notice and opportunity to cure, Staff may suspend AGS customer enrollments within the impacted utility service territory by filing a letter in the AGS licensing docket. Staff and/or the Commission will be able to remove a Staff-issued suspension. The Commission may impose consequences for continuous and/or repeated failures to abide by these Terms & Conditions. These consequences may include, but are not limited to:

1. Suspend AGS customer enrollments (per Commission order or Staff) within the impacted utility service territory.
2. Revoke AGS eligibility (per Commission order) within the impacted utility service territory.