PARTICIPANT AGREEMENT SUPPLEMENTAL TERMS AND CONDITIONS FOR CUSTOMERS WITH A DEVICE INSTALLATION

References to “you” or “your” in this agreement are references to the Alectra Utilities account holder who: (i) has applied to participate in a residential demand response initiative offered by Alectra Utilities (the “Initiative”), (ii) has accepted our Advantage Power Pricing Dynamic and Overnight Plans Participant Agreement General Terms and Conditions or Advantage Power Pricing Enhanced Plan Participant Agreement General Terms and Conditions (the “Program Terms”), and (iii) who wish to have one or more smart thermostat/home electricity monitoring devices installed at the account holder's premises to support the account holder's participation in the initiative.

By applying to register for this initiative, you agree to these terms and conditions, which shall form a binding agreement between you and Alectra Utilities, your local electricity distributor (“Alectra”). The Program Terms shall still apply to your participation in the Initiative, notwithstanding these terms and conditions. If any of the provisions of the Program Terms contradict these Terms and Conditions, or vice versa, the Program Terms shall be paramount to the extent necessary to resolve the contradiction.

For good and valuable consideration, the sufficiency of which you acknowledge, this agreement is entered into between you and Alectra on the terms and conditions herein.

By accepting these Terms and Conditions, you have applied to participate in the Initiative. The Initiative is intended to reduce the impacts of peak electricity demand on the provincial and local electricity systems.

As part of the Initiative, you may be entitled to receive one or more of the devices below (“Devices”) provided by Energate Inc. (“Energate”):

- An Energate Foundation™ Smart Thermostat and Home Energy Gateway (“Foundation”) installed in or on your premises that, in addition to regulating output of compatible HVAC equipment at your premises, can also receive and display current electricity price information through your home’s Wi-Fi internet connection. This Device supports daily scheduling to maintain your home’s temperature, adjusts automatically to price changes according to your set preferences, and allows remote access through a web portal or mobile app so that you can adjust your settings and view analysis of your electricity consumption remotely.

- An Energate ZigBee Load Switch (“Switch” or “Switches”) installed in or on your premises that can apply a duty cycle to your swimming pool pump and/or electric water heater during periods with higher electricity costs, according to your preferences.

- An Energate Plug Load Manager smart plug (“Plug”) installed in or on your premises, which allows you to turn on/off any equipment plugged in through this equipment through the Plug’s wireless connection to your Foundation, to which you can connect through the internet, provided that your Foundation is connected to your home’s Wi-Fi network. It also provides power measurement, so that you know how much energy the equipment plugged in is consuming. This information can be viewed through the MyEnergate online portal or through the MyEnergate mobile app.

You must have functioning internet service to the premises, a modem, a wireless network and a connected device such as a smart phone or computer running compatible operating software and
Energate’s designated software to enjoy some of the benefits of these Devices. The necessary Energate software will be provided with the Device(s). The remainder of the foregoing must be obtained by you at your cost.

You may participate in the Initiative and receive the benefits set out below only if your application is approved by Alectra and you meet the respective eligibility criteria for a Device, as determined by Alectra in its sole discretion. If you become an authorized participant in the Initiative and are approved by Alectra to receive the benefits below you will be considered a “Participant” under these Terms and Conditions and you will have certain obligations related to the Initiative under the sections below, in addition to the following benefits:

1. You will be entitled to have the Device(s) installed at your residence, which must be the premises of your Alectra account, free of charge and to use it/them immediately as a Participant. This will be limited to Devices that you meet the respective eligibility criteria for. If Alectra approves you as a Participant, it will notify you with information about how you can arrange a time for installation, and will arrange for its contractor (“Contractor”), to provide and install such Devices at your residence.

2. You agree, as a Participant, that Alectra will create a participant account for you with Energate, identifying you, the Account Holder, the premises address, and the Device information to establish a communications link between Alectra, Energate and the Device through Energate’s software. You agree that Alectra may communicate with the Devices with the effect of reducing electricity consumption from the connected appliances (“Equipment”) during peak demand events. These peak demand events may take place during the summer season (May 1 – October 31), for up to four hours per event. These events will take place only on non-holiday weekdays between the hours of 12:00 pm and 9:00 pm. You may opt out of these events. Provided that your Foundation is connected to your home’s Wi-Fi network, you will also be able to communicate remotely with your Devices through the MyEnergate web portal or MyEnergate mobile app.

3. If Alectra, its Contractor or Energate determines at its sole discretion that the Devices cannot be installed for any reason, including without limitation for safety or access reasons or lack of funds, this agreement will terminate without payment or liability by either party.

4. You agree not to move, remove, tamper with, disable or damage any Device that is installed in or on your premises without Alectra's prior written consent. Any failure to comply with these obligations will be at your sole risk for any damage that may result including damage to the Devices, or your property or premises or injury or death to any person, even if caused by Alectra's, Energate's or the Contractor's negligence.

5. You agree to allow a representative of Alectra to have reasonable access to your premises in order to inspect, test, repair, replace, remove and service the Devices as Alectra deems necessary.

6. As between you and Alectra, Alectra does not own nor will it own the Devices installed on or in your premises and the title to the Devices shall at all times be and remain with you except in the event of the termination of this agreement in which case, at Alectra's option, Alectra's contractor may remove the Devices from your home at a mutually convenient time to you and Alectra and immediately upon such removal title to the Devices will vest in Alectra without further consideration to you. You agree not to assign, sell, transfer or encumber the Devices, including with any lien, security interest or other third party interest, at any time.

7. You acknowledge and agree that: (i) you have independently assessed the risk of installing the Devices in or on your premises and you accept such risk; (ii) the Devices have been selected and obtained through normal commercial channels, and Alectra and its Contractor make no representation, warranty or condition, express, implied, statutory or otherwise, including any representation or warranty as to merchantability, design, capabilities, suitability, durability or...
fitness for use or for a particular purpose, with regard to the Devices or any part thereof or the installation thereof or otherwise; and (iii) the Devices intended for use only as directed and improper use may result in injury or damage.

8. You agree and acknowledge that: (i) the Contractor, Energate, Alectra and its affiliates and agents make no representation, warranty or condition (explicit or implied), endorsement or recommendation of any kind with regard to the “Initiative” except as they may explicitly make in writing; (ii) Alectra does not guarantee energy cost savings or other benefits arising from the Initiative, except as it may explicitly state in this agreement or the Program Terms; and, (iii) neither Alectra, the Independent Electricity System Operator, Ontario Energy Board, Energate or its Contractors, nor their respective successors, assigns, affiliates, employees, agents, officers, directors, service providers and such affiliates, respective officers, directors or employees or any of their heirs, successors or assigns (collectively, the “Initiative Operators”) will be liable for any loss, damage or injury to persons or property, including without limitation any economic loss, loss of good will, loss of profit or any direct, indirect, special or consequential damages, and any costs or losses, expenses, fees, liabilities, allegations, causes of action, suits, proceedings, debts, penalties and demands arising therefrom or connected therewith, of any nature or kind whatsoever arising from or related to the installation of the Devices and related software, the use of the Devices or Equipment or related software in the Initiative or otherwise, or the interruption of power to any equipment to which a Device or Equipment is connected, the Initiative or any matter related to this agreement, including, without limitation, any acts or omissions of any Initiative Operator and you hereby release the Initiative Operators of, from and against any and all of the foregoing. You agree to indemnify and hold harmless the Initiative Operators if you or any member of your family, occupant, tenant or guest seeks damages against any of them for any reason that is connected with this agreement, or the Devices and/or Equipment. The maximum liability of the Initiative Operators for any matter, claim or damage in connection with this agreement, the Program Terms, the Initiative, the Devices, related software and/or Equipment is limited to $250, or the limit specified in the Program Terms, whichever is lower.

9. You agree that Alectra may send you communications by mail, telephone, email, text message and other electronic means with analysis of your electricity consumption, information about the Initiative and demand response events and energy savings tips. You agree that the Initiative Operators may send electricity pricing information and software updates to any devices enrolled in the Initiative, and that these devices may send back operational data to the Initiative Operators.

10. **BY ACCEPTING THESE TERMS AND CONDITIONS, YOU CONSENT TO THE FOLLOWING COLLECTION, USE, DISCLOSURE AND HANDLING OF YOUR PERSONAL INFORMATION:**

10.1 The Initiative Operators may collect, use, disclose and otherwise handle your personal information such as your name, address, telephone number, email address, account information and records showing historical energy use and consumption (collectively the foregoing is referred to as “Participant Information”) for purposes relating to the operation, administration or assessment of the Initiative and/or Devices, and in connection with any reporting activities relating to the Initiative and/or operation, administration or assessment of the Devices, which may include, without limitation: (i) sharing of Participant Information among the Initiative Operators to establish your participation in the Initiative and to validate the energy reduction caused by load control signals sent to your Devices; and (ii) use by the Initiative Operators of your Participant Information to conduct, analyze and report on the results of the Initiative and/or operation of the Devices and to conduct surveys and modify the Initiative based on such surveys. For more information on Alectra’s handling of personal information, see our privacy policy available at [https://www.powerstream.ca/privacy-policy.html](https://www.powerstream.ca/privacy-policy.html). If you have any questions about our privacy practices, you may also contact Alectra’s Customer Support centre at AdvantagePower@AlectraUtilities.com or 1.844.952.5291.
10.2 Your Participant Information may be collected for purposes described in Section 10.1 from your account records, your Initiative application, any device you enroll in the Initiative including the Devices and related documentation filled out by you, from Energate, or as otherwise provided directly by you to Alectra. You hereby acknowledge that the Participant Information may be accessible to third parties under the Freedom of Information and Protection of Privacy Act (Ontario) or the Municipal Freedom of Information and Protection of Privacy Act (Ontario). This Section 10 shall survive the termination of this agreement.

10.3 Alectra may disclose your Participant Information to Energate, and Energate may collect and use such Participant Information collected from Alectra or the equipment you have enrolled in the Initiative, to facilitate electricity demand response through the equipment you have enrolled in the Initiative, and otherwise for purposes of administration of the Initiative and for studying its results. Energate may also disclose your Participant Information to Alectra for its use in accordance with Section 10.1. Participant Information that has been disclosed to or otherwise collected by Energate will be subject to Energate’s privacy policy while in its possession or control. You can access this policy at http://www.energateinc.com/company/privacy-policy. If you require assistance accessing a copy of Energate’s privacy policy, contact Alectra’s Customer Support centre.

11. You represent and warrant that you are a residential electricity distribution customer of Alectra and that the person signing this agreement is:

(a) an individual 18 years or older and is the owner of the premises; or,

(b) an individual 18 years or older and is the tenant or lessee of the premises and has the authority to install and operate the Devices if applicable, and to possess and operate the Equipment, either as a condition of your lease or has the written consent or authorization of the owner of the premises.

12. Alectra shall not be in default, and shall not be deemed to be in default, of this agreement by reason of delay or the failure or inability to perform its obligations hereunder where the said delay, failure or inability is due solely to any cause which is unavoidable or beyond the reasonable control of Alectra, including without limitation any act of God or other cause which frustrates the performance of this agreement.

13. Subject to earlier termination rights herein, this agreement shall remain in effect for as long as: (a) there is an operational Device at your premises or, (b) until you move from the premises where a Device is located, or (c) you are a Participant in the Initiative using Equipment for its purpose. If you breach any of your obligations in this agreement or the Program Terms, Alectra may terminate this agreement and/or the Program Terms. Alectra may terminate this agreement at any time and for any reason by sending you a notice.

14. You agree that Alectra may change the terms and conditions pertaining to the Initiative, including the Program Terms and/or these Terms and Conditions, upon 30 days written notice to you. Upon the expiry of such notice period, your continued participation in the Initiative as a Participant shall be your acceptance of such changes. If you do not accept them, you may contact Alectra's Customer Support Centre during the notice period to terminate your status as a Participant and arrange to return the Devices.

15. This agreement shall be interpreted under Ontario law. You may not assign this agreement. This agreement may be amended by Alectra with thirty (30) days’ notice to you.

16. Sections 4, 5, 6, 7, 8, 9, 10, 11, 14, 15 and this Section 16 will survive the expiry or termination of this agreement.

BY CLICKING 'I agree' BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.