



ADVANTAGE PLANET PARTICIPANT AGREEMENT

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 (“**Advantage Planet**”, the “**Initiative**”), (ii) has accepted our Program Terms (the “**Program Terms**”), and (iii) who wishes to enroll one or more smart thermostat/home electricity monitoring devices 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 Participant Agreement 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 the Program Terms and Participant Agreement, 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, Alectra may communicate with thermostats, switches and other load control devices that are enrolled in the Initiative (“**Devices**”) with the effect of reducing electricity consumption from connected appliances (“**Equipment**”) during peak demand events (“**Events**”). Events may take place during the summer season (May 1 – October 31), for up to four hours per Event. Events will take place only on non-holiday weekdays between the hours of 12:00 pm and 9:00 pm, Eastern Standard Time.

You may participate in the Initiative only if your application is approved by Alectra, in its sole discretion. If you become an authorized participant in the Initiative (“**Participant**”) you will have certain obligations related to the Initiative under the sections below.

1. You warrant and represent that the Device that you are enrolling in the Initiative is a UtilityPro or ExpressStat (manufactured by Honeywell with communications provided by Eaton’s Yukon software or Foundation smart thermostat (manufactured by Energate, each a “**Device Provider**”), or other device prescribed by Alectra and listed on the Advantage Planet web page. You further warrant that the enrolled Device(s) is and shall remain in good working order, and will continue to be maintained and inspected at reasonable intervals, at all times during the Initiative. If you remove or replace the Device, you will inform Alectra within thirty (30) days.
2. You warrant and represent that the Equipment connected to the Device(s) that you are enrolling in the Initiative is and shall remain in good working order, and will continue to be maintained and inspected at reasonable intervals. If you remove or disconnect the Device from the Equipment, you will inform Alectra within thirty (30) days.
3. As between you and Alectra, Alectra does not own nor will it own the enrolled Device(s) or Equipment on or in your premises and title to the Device(s) and Equipment shall at all times be and remain with you.

4. You agree that in connection with the operation of the Initiative, power to the Equipment to which each Device is connected may be interrupted or reduced during an Event. Where a Device is connected to an air conditioning system, there may be an increase in the temperature in your premises. In the case of a Device connected to an electric water heater, there may be a reduction in the availability of hot water.
5. 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 Events, opportunities for you to provide feedback, and energy savings tips. You may opt out of receiving promotional electronic messages from us at any time. You agree that the Initiative Operators may send control signals, 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.
6. You may submit a request in writing or by telephone to Alectra to terminate your participation in the Initiative. Alectra will comply with such request within at most ten (10) business days.
7. You agree and acknowledge that: (i) the Device Providers are independent contractors of Alectra and that the Device Providers and Alectra 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, the Device Providers, nor their respective successors, assignors, 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 Device, the use of the Device or Equipment 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 Device 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 Device(s) and/or Equipment is limited to \$250, or the limit specified in the Program Terms, whichever is lower.
8. **BY ACCEPTING THESE TERMS AND CONDITIONS, YOU CONSENT TO THE FOLLOWING COLLECTION, USE, DISCLOSURE AND HANDLING OF YOUR PERSONAL INFORMATION:**
 - a. The Initiative Operators may collect, use, disclose and otherwise handle your personal information such as your name, address, telephone number, email address, account information, meter number 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 Device(s), and in connection with any reporting activities relating to the Initiative and/or operation, administration or assessment of the Device(s), 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 Device(s); 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



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of the Device 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>. 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.

- b. Your Participant Information may be collected for purposes described in Section 8.a 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 your Device Provider, 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 8 shall survive the termination of this agreement.
 - c. Alectra may disclose your Participant Information to your Device Provider, and your Device Provider may collect and use such Participant Information collected from Alectra and the Device you have enrolled in the Initiative, to facilitate electricity demand response through the Device you have enrolled in the Initiative, and otherwise for purposes of administration of the Initiative and for studying its results. Your Device Provider may also disclose your Participant Information to Alectra for its use in accordance with Section 8a. Participant Information that has been disclosed to or otherwise collected by your Device Provider will be subject to your Device Provider's privacy policy while in its possession or control. If you require assistance accessing a copy of your Device Provider's privacy policy, contact Alectra's Customer Support centre.
9. 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 Device(s) 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.
10. 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.
11. 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.
12. 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 thirty (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.

13. 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.
14. Sections 5,7,8,9,12,13 and this Section 14 will survive the expiry or termination of this agreement.