

Terms and Conditions

Pursuant to Regulation 506/18 made under the *Electricity Act 1998* (the “Regulation”), Ontario’s Ministry of Energy (the MOE) has mandated that owners of properties (“Owners”) that fall within the Regulation must report the property’s natural gas consumption in accordance with the Regulation.

1. Authorization. I am the Owner of the property(ies) for which I am requesting information or I am the representative of the Owner duly authorized by the Owner to request information on behalf of the Owner and to make all declarations, acknowledgements and agreements set out herein including entering into this Agreement on behalf of the Owner. For the purposes of these Terms and Conditions “Requestor” or “you” means the Owner of the property within the meaning of the Regulation or the Owner’s duly appointed agent who is authorized by the Owner to request information on behalf of the Owner.

By entering a request for information Requestor hereby:

- a) confirms the Owner is required pursuant to sections 2, 7 and 8 of the Regulation to report the information about the property(ies) are required under the Regulation and the Owner is entitled to receive information about the natural gas consumed at the property(ies) pursuant to section 13 of the Regulation.
- b) directs and authorizes Enbridge Gas Inc. (“Enbridge”) to retrieve aggregate monthly gas consumption information for the previous calendar year, for the property requested.

2. Use of Information. Where the Owner is not the Enbridge customer account holder for the property(ies), the Owner agrees to use the information provided by Enbridge solely in accordance with the Regulation.

3. Termination. Enbridge may terminate such this arrangement and cease providing information at any time and/or require re-verification of the Requestor’s authorization.

4. Fees. Currently Enbridge does not charge any fees for using this service. Enbridge reserves the right to begin charging fees to the Requestor for this service after not less than 60 day’s-notice is provided through the Enbridge website, to Requestor’s using this service.

5. Amendments. The terms of this Agreement may be modified or amended by Enbridge from time to time. In such event, Enbridge will provide not less than 30 day’- notice or such other period as may be required by applicable law of such change by making updates in the Enbridge website. Any use of this service after Enbridge provides you with a notice of change will constitute your agreement to such change(s). Requestor may terminate this Agreement if at any time.

6. Severability. If any provision of these terms and conditions are deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions.

7. Applicable Law. These terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada without resort to its conflict-of-law provisions. Requestor agrees that any action at law or in equity arising out of or relating to these terms and conditions shall be filed and heard only in the courts of Ontario, Canada, and you hereby irrevocably and unconditionally

consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these terms and conditions.

7. Disclaimer of Warranties. Enbridge's provision of this service and any content, information, software, functions and applets provided on or through this service are made available on an 'as is' and 'as available' basis. Enbridge does not warrant that this service or any content or services provided in connection with this service will be timely, secure, uninterrupted, or error-free, or that defects in this service or in any content or services provided through this service, as may exist from time to time, will be corrected. Enbridge will not be responsible for errors, omissions, interruptions, deletions, defects or delays in the operation of or transmission of data through this service, any other services, or related content, including those due to communication line failures, or computer viruses associated with the operation of this service. **ENBRIDGE MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THIS SERVICE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY AGREE TO USE THIS SERVICE AT YOUR SOLE RISK.**

8. Limitation of Liability. IN NO EVENT SHALL ENBRIDGE, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, OR EMPLOYEES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ENROLLMENT OR REQUEST FOR INFORMATION, THE USE OF THIS WEB SITE OR THE MATERIALS CONTAINED IN, OR ACCESSED THROUGH, THIS WEB SITE OR OTHERWISE PROVIDED BY ENBRIDGE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM ENBRIDGE, OR THAT RESULTS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERROR, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO ENBRIDGE'S RECORDS, PROGRAMS, OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ENBRIDGE (WHETHER IN CONTRACT, WARRANTY TORT-INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE, OR IMPUTED-PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) ARISING OUT OF OR RELATING TO THE USE OF ENBRIDGE'S WEB SITE OR ANY INFORMATION PROVIDED HEREUNDER, EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO ENBRIDGE FOR ACCESS TO OR USE OF THIS SERVICE.

9. Use of Electronic Communication. By accepting below or otherwise using this service, you also agree that any and all notices, disclosures and communications regarding this service between you and Enbridge, including these Terms and Conditions, may be made electronically, in accordance with applicable law. Any electronic notice, disclosure or communication Enbridge makes will be considered made when transmitted by Enbridge.

10. Personal Information. You acknowledge that Enbridge may receive certain personal, private and/or confidential information that is not otherwise in the public domain in connection with your use of this service; and that Enbridge will not rent, sell or otherwise make available to any third party for any reason any of this information, other than to provide energy benchmarking services, energy efficiency programs or to comply with applicable laws or regulations, including the Ontario Energy Board or court orders. The purpose of

Enbridge receiving this information is to assist the Owner in complying with the Regulation. For more information, please see the Enbridge online Privacy Policy.

Your click of the 'I Agree' button is a symbol of your signature that the information you have provided is true and correct; that you have read, understand, accept and agree to the terms of these Terms and Conditions; and constitutes your representation that you are duly authorized to bind the Owner to these Terms and Conditions.