



## TERMS AND CONDITIONS

Because you have enrolled in the Program as a Participant, you will be entitled to have a device (a “**Device**”) installed in, on or outside your premises that from time to time controls how much electricity your water heater or your air conditioner will use and you will be entitled to receive a one time payment of twenty five dollars (\$25.00), whether one or more Devices are installed. You will also have certain obligations, as follows:

- a) You have a central air conditioning system and/or electric water heater in good working condition. You agree that the LDC will not be responsible for repairs, maintenance or replacement of this equipment or any other HVAC equipment as a result of the installation of the Device.
- b) You must arrange to have the equipment installed within six weeks of the above date by one of the contractors from the list provided by Peterborough Distribution Inc.
- c) If the equipment is not installed at the above named residence within six weeks, you acknowledge that Peterborough Distribution Inc. will apply a charge to your account in the amount of \$250.00, and you will promptly pay the full amount when billed
- d) You permit the Device to be installed in, on or outside your premises. You must not move, remove, tamper with, disable or damage the Devices that are installed in your premises
- e) You agree that the Ontario Power Authority or its contractor have the right to, and may control, each Device. When a Device is activated, it will interrupt power to the appliance to which it is attached for a period of time in order to reduce demand for electricity. Each Device may be activated to control electricity demand of the appliance to which it is attached between 1:00 pm and 10:00 pm, for a maximum of four hours per day, and an aggregate maximum of 40 hours each season from May to September, inclusive, plus emergencies. You agree not to authorize anyone else to control any Device that is at your premises.
- f) You agree to allow a representative of Peterborough Distribution Inc. to have reasonable access to your premises in order to inspect, test and maintain the Devices as required.
- g) You agree that the service providers who are authorized to operate your Devices, and to inspect, test and maintain them, have the right to collect, use and disclose – but only for the purposes of the Program – your name, address, telephone number, email address and other personally identifying information. Disclosure of your personal information may be made to Peterborough Distribution Inc. and to the Ontario Power Authority, or to the service providers of either of them. However, your personal information will not be disclosed or used for purposes that do not relate to the Program.
- h) You may submit a request that you terminate participation in the Program and have the Device(s) cease operation. Peterborough Distribution Inc. will comply with such request provided it is made in writing or by telephone at least ten (10) business days in advance. If you breach any of your obligations in this contract, Peterborough Distribution Inc. has the right to remove the Device(s) or require that you return the Device(s) to Peterborough Distribution Inc., and terminate your participation in the Program (whether or not the Device is owned by Peterborough Distribution Inc.). Where a Device replaces a thermostat, you should retain the old thermostat. When you exit the Program for any reason, you will be responsible for reinstallation of the old thermostat and any related expenses.
- i) You may make an opt-out request by phone or in writing that a Device be taken out of operation for a period not to exceed 48 hours.
- j) When installing the Device during cold weather conditions, the air conditioning system can only be tested by having the contractor ensure that the A/C contactor is successfully closing when the Device is set to cool. You waive any liability rights against the contractor, the LDC, the OPA and Util-assist Inc. for any air conditioning issues which may arise in subsequent cooling seasons.

The maximum liability that Peterborough Distribution Inc., the Ontario Power Authority and their respective agents, employees, officers, directors and shareholders (and any other person for whom Peterborough Distribution Inc. or the Ontario Power Authority is at law responsible) (collectively, the “**Indemnitees**”) is limited to the amount that you were paid for your participation in the Program. None of the Indemnitees will be liable for any indirect damages of any kind nor for any inconvenience that is suffered by you, any member of your family or any occupant or guest. You agree to indemnify the Indemnitees if you or any member of your family, occupant or guest seeks damages against any of them for any reason that is connected with this contract or the Device.

This contract shall be interpreted under Ontario law. You may not assign this contract. This contract may be amended by the Peterborough Distribution Inc. with thirty (30) days notice to you. If you do not agree with any such amendment, you may terminate this contract.