

## PART II. TERMS AND CONDITIONS

I acknowledge and agree with the Seller as follows:

### 1. Entire Agreement

These Terms and Conditions and the Sign Up Form together make up the agreement with the Seller (my “Agreement”) who is licensed by the Ontario Energy Board (“OEB”) to retail electricity in Ontario under license number ER-2016-0221.

### 2. Seller’s Appointment as Agent and Supplier

I appoint the Seller to act as my exclusive agent and sole electricity supplier in connection with the account number listed on my Sign Up Form. This will include all matters relating to the supply of electricity, including but not limited to the procurement, generation, transmission, and settlement of my electricity supply and any other related services that may be required from time to time. I will ensure that all of the electricity consumed by my account is purchased from the Seller and that my account remains active, in good standing, and in the name of the Buyer over the full Term of this Agreement.

### 3. Utility Services

I understand that the Seller is a retailer of electricity and not my electric distribution utility (my “Utility”), and that my Utility will continue to deliver my electricity, read my meter, send me my electricity bill and provide other regulated services as approved by the OEB. I understand that I will continue to be responsible for payment of these services to my Utility, including but not limited to the Transmission, Distribution, Regulatory and Debt Retirement Charges. My Utility will also assign me the government mandated Global Adjustment which can be a charge or credit.

### 4. My Term and Start Date

The term of this Agreement (my “Term”) is as indicated on the Sign Up Form and will start when the Seller begins the electricity supply. My expected Start Date is as indicated on the Sign Up Form (my “Start Date”). I agree to allow the seller to delay the Start Date of my Agreement for a maximum period of three (3) billing cycles under the following conditions:

- (a) The utility account number or other utility account information that I provided to the Seller is not valid, or;
- (b) The utility account number or other utility account information that I provided to the Seller is being rejected by my Utility, or;
- (c) My Utility assigns a later start date based on my billing cycle.

### 5. My Price

I agree to pay the average Hourly Ontario Energy Price (“HOEP”) as published by the Independent Electricity System Operator (“IESO”) and settled by my Utility for the electricity supplied to me by the Seller. I understand that the weighted average HOEP will be calculated using the aggregate Net System Load Shape (“NSLS”), for a similar class of customer in my Utility’s delivery area, for the days covered by my billing period, plus

- (a) If my product selection was a fixed consumption-based fee, then I also agree to pay the Seller the fixed consumption-based fee, expressed in cents per kilowatt (“¢/kWh”), that I selected on the Sign Up Form; or
- (b) If my product selection was a fixed monthly-based fee, then I also agree to pay the Seller the fixed monthly-based fee, expressed in dollars per month (“\$/month”), that I selected on the Sign Up.

I will see my Price in the “Your Electricity Charges” section of my electric Utility bill. I understand that the price of RiteRate is not regulated by the OEB and that the total amount I can expect to pay RiteRate for the electricity I purchase under this Agreement, plus all applicable taxes including but not limited to HST, will vary based on my Price and my consumption over the full Term of this Agreement. I further understand that the Global Adjustment is not included in my Price and will be shown as a separate line item on my Utility bill. I further understand that RiteRate reserves its right to lower my Price, at any time, during the full Term of this Agreement.

## **6. Seller’s Conditions of Approval**

I understand that the following conditions must be met for the Seller to accept my Agreement:

- (a) My annual consumption for the utility account number listed on my Sign Up Form as provided by my Utility to the Seller (my “Consumption”) must be less than 150,000 kWh for the immediately preceding year, and;
- (b) My Utility must agree to process this Agreement, and;
- (c) I must not be committed to a conflicting arrangement with any electricity retailer.

In the event that any of the above conditions are not met, the Seller may still choose to accept this Agreement at its sole discretion and will do so in writing. If the Seller chooses to not accept the Agreement then neither the Seller nor me will be under any further contractual obligation.

## **7. Buyer’s Right to Cancel and Consumer’s Rights**

**I may cancel this Agreement, without liability, under the following conditions:**

- (a) **Within ten (10) calendar days, and without reason, after receiving a copy of this Agreement, in which case I shall be entitled to a full refund of any amounts paid under this Agreement, or;**
- (b) **Within 30 days after receiving my first Utility bill under the contract, or;**
- (c) **At any time if this Agreement does not meet the requirements of Section 12(1) of the Energy Consumer Protection Act, 2010 (“ECPA”) or we engage in an unfair practice under the ECPA in relation to you.**

**I understand that cancellation can be provided by any method for which I can provide evidence of the date of delivery, including by mail, fax, or email sent to the address shown in Section 20 of this Agreement.**

**In addition, this Agreement will cease to take effect without any liability to either me or the Seller under the following conditions:**

- (d) **If the Seller does not provide me with a copy of this Agreement within forty (40) days after I sign it, or;**
- (e) **If I fail to verify this Agreement, if required, in accordance with Section 8.**

**Nothing in this Agreement negates or varies my rights to cancel the contract under and in accordance with the ECPA and Part I of Ontario Regulation 389/10.**

## **8. My Requirement to Verify the Agreement**

In accordance with Section 17(1) of the ECPA, I understand that I am NOT required to verify this Agreement if it results from:

- (a) My decision to contact the Seller in response to an advertisement that I hear or see, unless done so within 30 days of the Seller contacting me, or;
- (b) My response to a direct mail solicitation from the Seller, or;

- (c) An internet agreement with the Seller within the meaning of the Consumer Protection Act, 2002.

Otherwise, I understand that I must verify this Agreement by sending a letter or email to the Seller confirming my intention to enter into this Agreement no less than 10 days and no more than 45 days after the date on which the Seller delivers to me a copy of this Agreement.

### **9. Billing and Payments**

I understand that my Utility will be sending me a single consolidated electricity bill that includes the charges of both the Seller and my Utility. I agree to pay all amounts owing as they become due, including any late payment charges, security deposits, and applicable taxes as required by my Utility and approved by the OEB. The Seller may terminate this Agreement if I fail to make any payment when due.

### **10. Change of Account Number**

If my spouse or I continue to reside at the service address I provided on the Sign Up Form and there is a change in the Utility account number for the service address, I must provide the new Utility account number to the Seller no more than 30 days after the date on which the change takes effect.

### **11. Moving or Selling My Property**

If I permanently move or am selling my property to which electricity is being supplied under this Agreement, I must provide the Seller with written notification no less than 30 days prior to my move or closing date. I understand that the Seller will make every reasonable effort to continue to supply electricity to me under this Agreement at my new location.

I further understand that I may cancel this Agreement by providing the Seller with a written cancellation request, by mail, fax, or email sent to the address shown in Section 20 of this Agreement, no more than 30 days after my move date. Where a written cancellation request is received by the Seller within 30 days of my move date, this Agreement shall end early, without a charge for early termination, and neither the Seller nor me shall be under any further contractual obligation.

### **12. My Right to Terminate Early**

In addition to all other cancellation rights, I may terminate this Agreement at any time prior to the end of my Term by providing the Seller a written notice of termination by mail, email or fax to the address shown in Section 20 of this Agreement. I understand that any material breach of this Agreement on my part will also constitute an early termination. In the event of early termination, I agree to pay the Seller an amount (my "Early Termination Amount") as follows:

- (a) If my twelve (12) most recent months of actual billed consumption is greater than 150,000 kWh, my Early Termination Amount will be equal to my aggregate billed electricity charges disclosed on my electric Utility bill for the last full billing cycle prior to the event of early termination multiplied by the number of years, or part year, remaining in this Agreement, or;
- (b) If my twelve (12) most recent months of actual billed consumption is greater than 15,000 kWh and less than or equal to 150,000 kWh, my Early Termination Amount will be equal to 1.5 cents per kilowatt ("¢/kWh") multiplied by the total electricity that I am reasonably expected to consume over the remaining term of this Agreement. For the purpose of this calculation, the Seller will use my actual average monthly electricity consumption for the twelve (12) most recent months, acting reasonably, multiplied by the total number of months remaining in my Term, to estimate the total volume of electricity that I am reasonably expected to consume over the remaining Term of this Agreement, or;

- (c) If my twelve (12) most recent months of actual billed consumption is less than or equal to 15,000 kWh, my Early Termination Amount will be equal to \$50 for each year, or part year, remaining in this Agreement.

I also agree to pay for any sales tax owing on the Early Termination Amount that the Seller is legally required to collect from me, and that the amounts determined pursuant to this Section 12 will be paid directly to the Seller. I understand that the Seller will stop supplying electricity to me under this Agreement no more than 90 days after my payment is received.

### **13. Seller's Right to Terminate Early**

I understand that the Seller may choose, at its sole discretion, to terminate this Agreement at any time prior to the end of my Term if there is:

- (a) A material breach of the Agreement on my part, or;
- (b) A material change in the services that my Utility offers that prevents the Seller from supplying me with electricity under this Agreement, or;
- (c) A material change in the level of administrative fees that my Utility charges the Seller for the services they provide in connection with this Agreement, or;
- (d) A material change in the structure of the Ontario wholesale electricity market, including a change to the Global Adjustment.

In the event of early termination the Seller agrees to notify me in writing, either by email or mail sent to the service address shown on my Agreement.

### **14. My Personal Information**

I authorize and direct my Utility to release information to RiteRate about my electricity account including, without limitation, my meter information, consumption, credit and payment history. In accordance with the OEB Code of Conduct for Electricity Retailers, I understand that my personal information may be used, without my consent, for the specific purposes of:

- (a) Billing or market operations, or;
- (b) Law enforcement or complying with a statute or an order of a court or tribunal, or;
- (c) Processing past due accounts, which have been passed on to a debt collection agency, or;
- (d) Complying with the Market Rules.

If I signed up through a RiteRate partner program, identified by a unique promotion code that I entered when signing up, my personal information may be shared with the respective partner organization. Furthermore, if the Seller, acting reasonably, believes that one of its affiliated companies has a product or service that may be of interest to me, my personal information may be shared with the respective affiliated companies. Otherwise, the Seller will not disclose my personal information to anyone without my written consent.

### **15. Assignment**

I understand that I may not assign this Agreement without the written consent of the Seller. I understand that the Seller may assign this Agreement to a third party without my prior consent. In the event that the Seller assigns this Agreement to a third party, I understand that such third party may choose to bill me directly for the electricity supplied to me under this Agreement. I further understand that the Seller may use this Agreement as security to obtain a supply of electricity for me.

## 16. Force Majeure

If the Seller is unable to perform any of its obligations under this Agreement due to events or circumstances beyond its reasonable control, the Seller shall not be liable for its failure to perform for the duration of such events or circumstances. I agree that neither the Seller nor its agents shall be liable to me for any direct, economic or consequential losses however so caused.

## 17. Renewing this Agreement

Regulations currently provide that the Seller must provide me with a notice of renewal no more than 120 days and no less than 60 days prior to the end of my Term (my “Renewal Notice”). Upon receipt of my Renewal Notice, I understand that I may then choose, at my sole discretion, to either sign up or not sign a new agreement. If I do not sign a new agreement, the Seller will release my account back to the regulated price of my Utility.

## 18. Governmental Approvals, Regulation, and Agreement Amendments

I hereby agree, together with the Seller, to be bound by any legislation, regulations, bylaws or similar enactments, or changes thereto, of the Federal and Provincial Governments and the relevant municipalities governing the supply of electricity. In the event that any material provisions of this Agreement become inconsistent with such enactments, the provisions of such enactments shall govern.

The Seller may choose to amend this Agreement by sending me a written copy of the proposed amendment. Said amendment will only take effect if I consent to the amendment in writing, no less than 60 days before the effective date of the amendment. I further understand that if I consent to the amendment I have 20 days to retract my consent, without any reason, by sending written notice of my retraction by mail, fax, or email sent to the address shown in Section 20 of this Agreement.

## 19. System-wide Electricity Supply Mix

Under O. Reg. 416/99 the Seller is required to provide me with the most recently published electricity supply mix data as determined by the Ministry of Energy, which is as follows.

<b>ELECTRICITY FACTS</b>	
<b>Electricity Sources</b>	<b>Ontario's Electricity Supply Mix (2014)<sup>1</sup></b>
Water Power	24.1%
Alternative Power Sources	7.1%
Solar	1.1%
Wind	4.9%
Biomass <sup>2</sup>	1.0%
Waste <sup>3</sup>	0.1%
Nuclear Energy	60.0%
Natural Gas <sup>4</sup>	8.7%
Coal or Oil	0.1%

<sup>1</sup> Includes both Tx (direct) and Dx (embedded) connected generation

<sup>2</sup> Biological materials including gases generated from the decomposition of biological material. Includes generation from the Cochrane and Kirkland Lake Generating Stations that use both biomass and natural gas

<sup>3</sup> Includes garbage, refuse, domestic waste, industrial waste and municipal waste, including landfill gas but not including biomass/biogas

<sup>4</sup> Includes generation from the Lennox Generating Station that uses both natural gas and oil

## 20. Questions or Concerns

Please direct any questions or concerns about this Agreement to the Seller by:

- telephone: 905.695.5245 or 1.877.866.8056
- fax: 905.695.5249 or 1.866.323.9845
- email: [service@riterate.ca](mailto:service@riterate.ca)
- personal delivery, mail, or registered mail to:

Canadian RiteRate Energy Corporation  
20 Floral Parkway  
Concord, ON L4K 4R1

If you cannot resolve your concern directly with the Seller, you can phone the Customer Service Center of the Ontario Energy Board at 416.314.2455 or toll free at 1.877.632.2727 for assistance.