



Unit Sub-Metering Condition of Service

LICENCE NO. ES-2007-0926

BACKGROUND

Dynergy Energy Management Inc. (“**Dynergy**”) is licensed by the Ontario Energy Board (OEB) to engage in providing and maintaining Unit Sub-meters, as described in and pursuant to OEB Unit Sub-Metering License No. ES-2007-0926.

The OEB’s Unit Sub-Metering Code (USC) requires that the Conditions of Service be readily available for review by the general public. The most recent version of the document must be provided to the Ontario Energy Board (OEB) who will retain it on file for the purpose of facilitating dispute resolutions in the event that a dispute cannot be resolved between the Customer and Unit Sub-Meter Service Provider.

These Conditions of Service set out Dynergy’s Unit Sub-metering operating practices and connection policies that apply to the provision of Unit Sub-metering services to Consumers.

Condition of Service

Section 1 Introduction

This document contains a terms and conditions of Unit Sub-Metering, revenue grade utility billing and data collection services provided by Dynergy Energy Management Inc. herein referred to as “Dynergy”.

1.1 Identification of Dynergy Energy Management

Dynergy is incorporated under the laws of the Province of Ontario. Dynergy is licensed by the Ontario Energy Board (OEB) to supply sub metering systems, equipment and technology within the buildings it services throughout the Province of Ontario.

Dynergy provides similar services to other provinces within Canada and operates within the provincial regulations of those provinces.

1.2 Related Codes and Governing Law

Dynergy shall comply with all applicable law and regulation set by the Ontario Energy Board Act (1998), and a Measurement Canada on Unit Sub-Metering services provided to the Customer.

1.3 Condition of Service and Customer Agreements

Dynergy conducts its sub-metering operations in accordance with all Applicable Laws and these Condition of Service sets out Dynergy’s operating practice and connection policies. In the event of a conflict between an agreement with a Customer and these Condition of Service, unless expressly stated in such Customer agreement, these Condition of Service shall prevail.

1.4 Interpretation

In these Condition of Service document, unless the context otherwise requires:

- Headings, paragraph numbers and underlining are for convenience only and do not affect the interpretation of the Conditions of Service;
- Words referring to the singular include the plural and vice versa;
- Words referring to a gender include any gender;
- Where there is reference to a number of days between two events, they shall be counted by excluding the day on which the first event occurred and including the day on which the second event occurs;
- Any event that is required under these Conditions to occur on or by a stipulated date, which is a holiday, may occur on or by the next business day.

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1.5 Amendments and Changes

These Conditions of Service shall be deemed to have been automatically amended, from time to time, to achieve compliance with all Applicable Laws.

Customer agrees to be bound by these Conditions of Service, even if no Agreement or contract has been signed.

Dynergy will provide advance notice to its Consumers of any changes to these Conditions of Service by means of a note on, or included with, the Consumer's bill. The notice shall include a proposed timeline for implementation of the new Conditions of Service and a means by which the Consumer's comments may be provided.

In the event of changes to these Conditions of Service, Dynergy will, in accordance with the requirements of the Unit Sub-Metering Code issued by the Ontario Energy Board, provide notice of the changes before they become effective and post the current version of the Conditions of Service on its website (Dynergy.ca). Upon request, Dynergy will provide a written or electronic copy of these Conditions of Service and any amendments to any person requesting it.

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1.6 Contact Information

Mailing Address:

Dynergy Energy Management Inc.
PO Box 640 Station Main
Maple, Ontario
L6A 1S5

Telephone: (416) 256-7375

Facsimile: (905) 761-1722

Electronic Mail:

Administration: admin@dynergy.ca

Technical Support: support@dynergy.ca

Sales & Marketing: sales@dynergy.ca

Regular office hours are:

Monday to Friday, except statutory Holidays 8:00am – 5:00pm

Billing Department Staff Hours:

Monday to Friday, except statutory Holidays 8:30am – 4:30pm

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1.7 Customers Rights

The Customer has the right to receive accurate billing information in accordance with these conditions and subject to the latest editions of the various codes and laws as outlined in Section 1.2.

1.8 Distributors Rights

The location of Dynergy's metering equipment on the Customer's property is to be located in a manner that does not create a safety hazard to Dynergy's personnel, the Customer's employees or the general public.

All Dynergy equipment located on the Customer's property is in the care of then Customer and if damaged, other than by normal usage, the Customer will be charged for any repair or replacement cost.

The Customer shall not build, plant, or maintain anything that would or could obstruct access to and/or maintenance of Dynergy equipment.

Only employees or agents of Dynergy shall remove, replace, alter, repair, or inspect Dynergy equipment.

1.9 Disputes

In the event that a dispute occurs, Dynergy will follow the procedures below:

A record of all complaints whether resolved or not including the name of the Customer, the date resolved or referred, and the result of the dispute resolution will be kept on file.

Step 1

The Customer must set out the nature of the dispute in writing. To do so, the Customer must email Dynergy at support@dynergy.ca or write a letter to:

PO Box 640 Station Main, Maple, Ontario, L6A 1S5

Step 2

If the matter is not resolved in a matter that is satisfactory to the Customer in Step 1, the matter will be referred to Dynergy's management for review and direct follow up with the Customer.

Step 3

If the matter is not resolved in a matter that is satisfactory to the Customer in Step 2, the Customer may escalate the matter to the Building Owner for review and Dynergy's management will follow up directly with the Building Owner.

Step 4

If the matter is not resolved in a matter that is satisfactory to the Customer in Step 3, the Customer may refer the matter to the Customer Relations Centre of the OEB.

Customers are required to make payment of all amounts billed by Dynergy, even if there is a dispute about those amounts. Non-payment by a Customer in these circumstances entitles Dynergy to make use of the Disconnection procedures. In the event that the resolution of the dispute results in a determination that there has been an overpayment by the Customer, then Dynergy will refund or credit all amounts overpaid, with any applicable interest.

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Section 2 General Activities

2.1 Contracts

General Services

A signed contract with Building Owner and Customers are required to the energization of the Unit Sub-metering service to the Customer's building or premise.

Implied Contracts

In all cases Dynergy has an implied contract with any Customer, where Dynergy provides Unit Sub-Metering services to the Customer. A Customer, who uses electricity, water, natural gas and/or BTU delivered, supplied or sub metered by Dynergy, shall be liable for payment of electricity, water and/or natural gas consumption even in the absence of a signed contract. Any implied contract for the supply or sub-meter of electricity, water, natural gas and/or BTU by Dynergy shall be binding upon the heirs, administrators, executors, successors or assigns of the Person or Persons who receives the electricity, water, natural gas and/or BTU supplied, or sub-metered by Dynergy.

When a Customer contacts Dynergy to close their account, a final bill will be issued to the Customer. At that time, a new account will be set up in the new owner's, new tenant's or landlord name.

New account set up charges will be billed and even though the property may be vacant, monthly service charges and electricity, water and/or natural gas used will be billed.

Suite Owners or tenants, who chose to rent or lease their unit, remain responsible for payment of the sub-metered utilities.

2.2 Disconnection

Dynergy reserves the right to disconnect the supply of electricity, water, natural gas and/or BTU to a Customer under, but not limited to, the following circumstances:

- Inability of Dynergy to perform planned inspections and maintenance;
- Failure of the Building Owner or Customer to comply with a directive of Dynergy that Dynergy makes for the purposes of meeting its License obligations;
- Outstanding payments owed to Dynergy;
- Contravention of the laws of Canada or the Province in which service is provided;
- At the request of the Customer or the Consumer;
- Unauthorized use of electricity by any Customer.

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A Consumer may, at any time prior to disconnection, designate a third party to also receive any future notice of disconnection and Dynergy will send notice of disconnection to that third party.

If requested by a Consumer, Dynergy will send a copy of the disconnection notice issued to the Consumer for non-payment to a third party designated by the Consumer. However, any such request must be made no later than 10 days after the notice of disconnection was received by the Consumer. For residential Customers, this time period will be extended to 60 days, if the Consumer provides Dynergy with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the Consumer or anyone else who regularly lives with the Consumer, including the Consumer's spouse or a family member.

If a Consumer has asked Dynergy to send a copy of the disconnection notice to a third party, Dynergy will notify the third party that they are not responsible for payment of any charges for the provision of electricity services in relation to the Consumer's property, unless the third party otherwise agrees to be responsible for such charges.

Dynergy will make reasonable efforts to contact a Consumer to be disconnected for non-payment by telephone at least 48 hours prior to the scheduled date of disconnection. At that time, Dynergy will advise the Consumer of all of the information included in the notice of disconnection.

2.3 Non-Payment of Accounts

Dynergy bills are due twenty (20) days following the billing date. Dynergy may initiate collection actions on the next Business Day following the due date if an outstanding balance remains after applying any security deposits. Dynergy will make reasonable efforts to contact the Customer directly. Dynergy may contact the Consumer by telephone, in person on their premises, or issue a reminder notice to confirm that there is an amount outstanding. Dynergy will issue a disconnection notice by registered mail to the Consumer prior to disconnection of service. The Disconnection notice is deemed to have been received by the Customer on the third business day after the date on which the notice was printed. The service will only be reconnected following satisfactory payment of the balance due, reconnection charge and additional security deposit if deemed necessary. The Customer or their representative must be present at the time the service is reconnected. A reconnection service charge shall be applied for services disconnected for nonpayment.

2.4 Disconnection Procedures

Dynergy will make a reasonable effort to contact the Customer one final time, by telephone prior to disconnecting service at least forty-eight (48) hours before the scheduled disconnection date. There is certain prescribed information that Dynergy will provide, such as advising of the potential availability of an arrears program.

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If Dynergy has been unable to contact a Customer forty-eight (48) hours before a planned disconnection, it will generally make a reasonable attempt to communicate with the Customer at the door (subject to consideration of the safety and security of Dynergy field staff).

2.5 Suspending Disconnection Action

For residential customer, if, within ten (10) days of the Customer receiving the notice, during the disconnection notice period, a registered charity, government agency or social service agency advised Dynergy they are assessing whether a Customer is eligible for bill payment assistance, Dynergy will suspend disconnection action for a period of twenty-one (21) days after receiving notification from the agency. If, during the disconnection notice period, a third party who had previously been designated by the Customer to revive any disconnection notices, advises Dynergy they are attempting to arrange assistance to help the Customer pay their bill, Dynergy will suspend disconnection action for a period of twenty-one (21) days. Dynergy must act on the disconnection notice within eleven (11) days of its issuance or the lifting of a suspension. If disconnection does not occur within eleven (11) days from the date of the notice or the lifting of the suspension, Dynergy will issue a new disconnection notice and start the process once again.

2.6 Temporary Disconnection Requested by Customer

Should the Customer wish to disconnect electricity service for a temporary period, Dynergy must be notified in writing, at which time Dynergy will fulfill the request as soon as reasonably possible. Customers requesting this service will do so at the Customer's expense and must pay Dynergy in advance of electrical service being disconnected. Although electrical service is disconnected, the Customer will still receive bills from Dynergy for service and administrative fees. Dynergy shall not be liable for any claims relating to the Disconnection of services, including but not limited to claims related to damage on the Customer's premises resulting from the Disconnection of service.

2.7 Disconnection without Notice.

Dynergy may disconnect the Customer's supply of electricity without notice in accordance with a court order, for an emergency or for safety or system reliability reasons.

2.8 Non-Payment Collection Policies

If at any time a bill for service under this contract is in arrears or if the Customer fails to perform any other obligation hereunder Dynergy may, in addition to all other remedies, discontinue the service and/or terminate the contract. Dynergy will exercise all rights and remedies to collect arrears, including sending uncollected amounts to a collection agency at its sole and absolute discretion. Dynergy shall not be liable for any effect to a Customer credit rating/score when arrears are sent to a collection agency.

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2.9 Arrears Payment Agreements

Dynergy will make arrears management programs available to any Customer unable to pay their electricity charges. A Customer who is unable to pay his electricity charges declines an arrears agreement, Dynergy may proceed with disconnection and is not required to offer an arrears agreement after disconnection. Any security deposit will be applied to the amounts owing before entering into an arrears payment agreement. Residential Customers may be required to make a down payment of up to fifteen (15) percent of the arrears, inclusive of, any accumulated late payment charges when entering into an arrears management agreement.

If an eligible low-income Customer enters into an arrears payment agreement for the first time, or a subsequent time, and have successfully completed a previous arrears payment agreement as an eligible low-income Customer, Dynergy may require a down payment of up to ten (10) percent of the electricity charge arrears accumulated, including applicable late payment charges.

If a residential Customer owes less than twice their average monthly bill after applying the security deposit and down payment, the minimum length of time to pay the remaining amount is five (5) months.

If a residential Customer owes more than twice their average monthly bill after applying the security deposit and down payment, the minimum length of time to pay the remaining amount is ten (10) months. The time periods to repay arrears under a low-income arrears agreement are:

Eight (8) months if the amount the Customer owes is less than or equal to two (2) times his or her average monthly bill;

Twelve (12) months if the amount the Customer owes is more than two (2) and less than or equal to five (5) times his or her average monthly bill; or

Sixteen (16) months if the amount the Customer owes is more than five (5) times his or her average monthly bill. Where a residential Customer defaults on more than one (1) occasion in making a payment in accordance with an arrears payment agreement, or a payment on account of a current electricity charge billing or an under-billing adjustment, Dynergy may cancel the arrears payment agreement. Customers will be given ten (10) days written notice before the agreement is cancelled, and the agreement will be reinstated if the Customer pays in full before the cancellation date. If a residential Customer successfully completes an arrears payment agreement, he or she can request a new agreement after two (2) years of the completion date anniversary of the first agreement. If an eligible low-income Customer successfully completes an arrears payment agreement, he or she can request a new agreement anytime needed thereafter.

However, if a new arrears agreement is requested within twelve (12) months of the end of the first successfully completed low-income arrears agreement, Dynergy, may offer the new arrears agreement on the terms applicable to the standard Customer arrears agreement. If a Customer failed to perform his obligations under

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arrears payment agreement and the agreement was terminated, Dynergy may require a Customer to wait one (1) year before entering another agreement.

2.10 Notification of Interruption of Service

Although it is Dynergy's policy to minimize inconvenience to Consumers, it is necessary to occasionally interrupt a Consumer's supply of electricity to allow work on the Sub-Metering System or electrical systems. Dynergy endeavors to provide such Consumers with reasonable notice of planned power interruptions. However, interruption times may change due to inclement weather or other unforeseen circumstances. Dynergy shall not be liable in any manner to such Consumers for failure to provide such notice of planned power interruptions or for any change to the schedule for planned power interruptions.

During an emergency, Dynergy may interrupt supply of electricity to a unit without notice in response to a shortage of supply of electricity or to effect repairs on Dynergy's Sub-Metering System or to conduct work of an emergency nature involving the possibility of injury to persons or damage to property or equipment.

2.11 Reconnection

Reconnection or restoration of electricity, water, natural gas and/or BTU service will occur only after the reason for disconnection or limitation is remedied. Dynergy will not be liable for any damage related to the disconnection or limitation. If the service has been disconnected for a period of six (6) months or longer, the Electrical Safety Authority must inspect the premise before Dynergy can reconnect the service. It is the Customers responsibility to arrange and pay for the inspection. Collection charges will apply if Dynergy makes a trip to collect payment for an overdue account, to serve notice of disconnect, disconnect service, or reconnect your service. Charges will be applied to the Customer's account and are due on the next bill.

If Dynergy has under-billed a Consumer who is responsible for the error, whether by way of tampering, willful damage, unauthorized energy use or other unlawful actions, the Consumer will be required to pay the full amount outstanding on account of the Consumer's error before Dynergy will reconnect the Consumer's service. Dynergy shall not liable for any damage on the Consumer's premises directly or indirectly related to disconnection or reconnection, even where such damage is caused by Dynergy's negligence.

2.12 Life Support/Medical Equipment

Consumers who require an uninterrupted source of power for life support equipment must provide their own equipment for these purposes. Consumers with life support system are encouraged to inform Dynergy of their medical needs and their available backup power. These Consumers are responsible for ensuring that the information they provide Dynergy is accurate and up-to-date.

Section 3 Metering

3.1 General

Dynergy may supply and install and shall operate smart sub-meters in each building that it serves. In the event that Dynergy supplies and installs the smart sub-meters, then Dynergy is the owner of the unit sub-meters and no Customer has any ownership right in those smart sub-meters and they do not constitute part of the building or its common elements. In that case, the building owner must provide an unobstructed and safe location for the installation of the individual metering acceptable to Dynergy and the location of a unit sub-meters for any Customer shall be in compliance with the original equipment manufacturer's design specifications.

3.2 Meter Access

The Building Owner must provide or make available unobstructed and safe access to Sub-Meter System (including the unit sub-meters and related equipment) to any representative of Dynergy, or their authorized contractors for all reasonable purposes, including (but not limited to) meter reading, meter maintenance, meter recertification, meter inspection, meter repair, Disconnection or reconnection of electricity supply.

3.3 Meter Care

The Building Owner shall be responsible for the safe keeping and care of any unit sub-meters on the Customer's property. No person, except those authorized by Dynergy may connect, remove, adjust or interfere in any way with the Sub-Meter System. Should any Building Owner or other Customer learn that any of the unit sub-meters or related equipment has become damaged, altered or disconnected, the Building Owner or Customer must inform Dynergy immediately. If any damages or tampering to unit sub-metering equipment occur except for the normal usage that require repair or replacement, the Building Owner will be liable to pay Dynergy the value of such equipment or the cost of repairing the equipment at the option of Dynergy, as well as any damages (including loss of revenue) suffered as a result.

3.4 Meter Change Out

Meters are recertified or replaced according to Measurement Canada policies and standards.

3.5 Meter Reading

Dynergy shall have access to the Customer's property and electronic access to the metering equipment for meter reading purposes.

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3.6 Meter Data Validating, Estimating and Editing Process

Dynergy will read meters for consumption. If a reading cannot be attained, Customer's bills will be estimated based on the historical consumption of metered usage. Consumers may obtain a full description of Dynergy's VEE process and criteria by request.

3.7 Final Meter Reading

The Customer shall notify Dynergy a minimum of five (5) business days before their final move out date in order for Dynergy to arrange for a final meter reading and the transfer of the account to a new Customer. Move out information must be received in writing in order to be processed with the appropriate forwarding information. Should the Customer fail to notify Dynergy of their intention to terminate service, the departing Customer will be held responsible for all fees and charges for service to the premises that the Customer had occupied until such time that proper move out information is submitted to Dynergy.

3.8 Meter Dispute & Testing

Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the Consumer and Dynergy without resorting to the meter dispute test. Either Dynergy or the Consumer may request the service of Measurement Canada to resolve a dispute. If the Consumer initiates the dispute, Dynergy will charge the Consumer a meter dispute fee, if the meter is found to be accurate and Measurement Canada rules in favor of the utility. Meter errors resulting in a dispute request by the Consumer or Dynergy will be dealt with according to Measurement Canada Standards.

3.9 Meter Tampering

Dynergy may notify Measurement Canada, police officials, the Electrical Safety Authority and other entities upon identification of meter tampering or possible meter tampering. Each Consumer acknowledges and consents to Dynergy providing personal information about the Consumer to these entities to the extent reasonably related to meter tampering or possible metering tampering. Each Consumer shall cooperate with Dynergy in its exercise of appropriate diligence in detecting and acting upon instances of tampering with metering equipment.

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Section 4 Billing, Charges and Security Deposits

4.1 Security Deposits

Dynergy retains the right to collect a security deposit from any Customer to secure charges that Dynergy will process in the future. Security deposits may be collected when a Customer applies for service, or, when they fail to maintain a good payment history.

When a Customer applies for service, Dynergy may require the payment of a security deposit, unless the Customer qualifies for an exemption from payment of a security deposit. A security deposit to a residential Customer maybe waived under the following circumstances:

- a) A letter is provided from another Canadian electricity or gas distributor, or, another Canadian unit sub-metering company confirming the Customer's good payment history within the past twenty-four (24) months. The definition of a good payment history is a Customer with no more than one disconnection letter being sent, no disconnection/reconnection trip occurring and no more than one non-sufficient funds (NSF) for either a bad cheque or pre-authorized payment has occurred; or
- b) The Customer signs up with Dynergy to use pre-authorized payment for its account.

Dynergy may require a security deposit from all non-residential Customers.

If new Customers have no payment history with Dynergy, then Dynergy will determine the amount of the security deposit based on estimated electricity consumption, or, on electricity consumption of a similar Customer as determined by Dynergy. Dynergy will use a billing factor (a multiplier of the estimated Customer bill) to determine the total amount of the security deposit. The billing factors are as follows:

- a) 2.5 for Customers that are billed monthly;
- b) 1.75 for Customers that are billed bi-monthly.

The minimum security deposit is \$100. Security deposits will be accepted in any available means acceptable by Dynergy. Security deposits may be paid by a Customer in four equal installments over four months.

In the event that a Customer fails to pay its security deposit, then Dynergy may treat this as a non-payment that is subject to Dynergy's disconnection policy, as set out herein.

If a Customer maintains a good payment history, for the following periods of time:

- a) Residential Customers – 1 year;
- b) Non-residential Customers with less than 50 kW demand – 5 years;
- c) Non-residential Customers with 50kW demand or higher – 7 years.

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then the Customer's security deposit will be refunded, with interest (calculated in accordance with the Unit Sub-Metering Code). All security deposits that are refunded will be done so as a credit on the Customer's bill from Dynergy. Should Dynergy still be holding the security deposit at the time of the final bill to the Customer, Dynergy will apply the deposit to the final payment owing by the Customer. Should a deposit amount be left over after final application of the deposit to the final bill Dynergy will issue a cheque to the Customer within six weeks of the final billing date. Any interest accrued will be refunded as a part of the deposit.

Customers are considered to have good payment history when all of the following conditions are met:

- a) No more than one disconnection notice has been sent;
- b) No disconnection / reconnection trip has occurred; and
- c) No more than one non-sufficient funds (NSF) for either a bad cheque or pre-authorized payment has occurred.

Dynergy will review Customer security deposits once per year, to determine whether there is a good payment history that qualifies the Customer for the return of its security deposit.

Where a Customer who does not have a current security deposit with Dynergy fails to maintain good payment history, then Dynergy may require a security deposit from the Customer in order to continue to provide service. That security deposit will be calculated based on the Customer's estimated bill multiplied by the billing factor set out above. Customers who have received two or more disconnection notices in a twelve (12) month period may be required to pay a security deposit calculated based on the Customer's highest actual bill over that period multiplied by the applicable billing factor.

Security deposits cannot be used for payment of an outstanding account, whether in part or in whole, and may only be applied to an account when that account is disconnected, closed or the deposit is refunded.

4.2 Prorating Bills And Service Charges

The service charge will be prorated only for the Customer's first and final bills. The charges are based on a straight ratio calculation of the number of days of occupancy by the Customer and a standard thirty (30) day month.

4.3 Estimating Bills

Dynergy will make reasonable attempts to obtain a meter reading for all regular electricity, water, natural gas and/or BTU bills for the Customer. The electricity, water, natural gas and/or BTU bills will be estimated when Dynergy has not been able to obtain a successful meter reading. The electricity, water, natural gas and/or BTU bill will be estimated based on the consumption history of the Customer.

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4.4 Tenant Billing

All accounts with Dynergy for a unit within a building must be originally set up in the Unit Owner/landlord's name. Upon Dynergy being contacted by a tenant to assume responsibility for an account, Dynergy will issue a final bill to the Unit Owner/landlord and add the tenant's name to the account. The Unit Owner/landlord's name must always remain on the account (and the Unit Owner/landlord will be jointly responsible for the account, along with the tenant) until a new Unit Owner/landlord is established.

An account setup fee will be billed upon original setup of the account and when setting up a new tenant account or new Unit Owner/landlord account. If there is no new tenant upon the current tenant leaving, the account will revert back to the Unit Owner/landlord. The current Unit Owner/landlord will not be charged another account setup fee. Monthly bills from Dynergy for service charges and electricity to the unit will continue to be sent to the Unit Owner/landlord until a new tenant assumes responsibility of the account, even though the unit may be unoccupied.

4.5 Billing Errors

Where a Customer has been over billed, the maximum period of over billing for which the consumer is entitled to be repaid is two (2) years.

Where a Customer has been under billed, the maximum period of under billing for which Dynergy is entitled to be paid is two (2) years.

If a Customer has been over-billed by an amount equal to or greater than the Customer's average bill, the Customer has the option of receiving a cheque or a credit on their next bill.

If a Customer has been over-billed and the amount is less than the Customer's average bill, the Customer will receive a credit on their next bill. If the Customer has outstanding arrears, Dynergy may apply the over-billed amount to the arrears first, and may credit or repay the balance to the Customer. If Dynergy issues a bill to an eligible low-income Customer for an under-billed amount, the Customer will be notified about the options of paying the amount. In this case, the underbilled amount can be paid over a period up to two (2) years. At any time, the Customer may request to reduce the payment period. If a Customer is under-billed and is not responsible for the error, the Customer is allowed to pay the under-billed amount in equal installments over the same amount of time as they were under-billed for up to a maximum of two years. (e.g. if a Customer has been under-billed for 6 months they will have six (6) months to pay the under-billed amount).

When a Customer is responsible for the under-billed amount, Dynergy may require payment of the full amount on the next bill or on a separate bill.

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These rules do not apply when Dynergy has under-billed or over-billed a Customer but issues a corrected bill within sixteen (16) days of the date the incorrect bill was issued. Dynergy will charge interest on under-billed amounts where the Customer was responsible for the error, whether by way of tampering, willful damage, unauthorized utility use, or other unlawful actions.

4.6 Account Setup Charge

Dynergy may apply a charge to the first bill of any Customer who establishes a new account.

4.7 Opening and Closing Accounts

If Dynergy opens a new account based on a request from a third party, a letter will be sent to the new Customer within 15 days of the opening of the account. The account will not be set up if the new Customer has not approved the opening of the account within fifteen (15) days of the letter. However, a solicitor or person with Power of Attorney can agree on behalf of the new Customer to the opening of the account. Dynergy can recover charges from a person who has agreed in writing to become a Customer. When the Customer moves out of a unit, Dynergy may seek to recover past and future charges from any other person, including the unit owner and/or building owner. Dynergy and a building owner may enter into an agreement where the building owner agrees to automatically assume responsibility for paying for continued service after the closure of a tenants account, in a rental apartment or commercial buildings. In condominium buildings, the unit owner will automatically assume responsibility for paying for service after the closure of a tenants account. Condominium unit owners are responsible for uncollectable outstanding balances of their tenants.

4.8 Late Payment Charges.

Customers are allowed twenty (20) days from the billing date on the statement to make payment. A late payment charge of 1.5% per month will be applied on all overdue accounts. If the Customer makes a partial payment on or before the due date, the late payment charge will apply only to the outstanding amount on the electricity, water, natural gas and/or BTU bill at the due date.

In case of residential customer, late payment charges as well as charges related to disconnection or non-payment, will not be imposed on eligible low-income Customers after they entered into an arrears payment agreement. Eligible low-income Customers can request this once per year. Non-payment of your electricity, water, natural gas and/or BTU bill may lead to disconnection. Dynergy prefers to work with Customers to keep their accounts in good standing. If the Customer is experiencing financial difficulties, the Customer shall contact Dynergy to discuss payment options.

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4.9 Credit Refund

Upon the Customer receiving a final bill, Dynergy will refund overpaid amounts only if those amounts exceed \$10.00 including applicable tax.

4.10 Collection for Non-payment of Account

Should the Customer remain in arrears or fail to perform its obligations, Dynergy may, at its sole discretion in addition to any other remedy it may have, discontinue service or terminate any Agreement to provide services to the Customer. Dynergy may take all necessary steps to collect outstanding amounts including legal action or sending accounts in arrears to a collection agency. Accounts sent to a collection agency will be subject to a collection charge. Dynergy shall not be liable for any claims or damages related to any alteration of the Customer's credit rating resulting from Dynergy's collection process.

Definitions

“Board” means the Ontario Energy Board (OEB);

“Conditions” of Service means the document developed by a Sub-metering Licensee in accordance with Ontario Energy Board requirements that describes the operating practices and connection rules for the Licensee;

“Connection” means the process of installing and activating connection assets in order to distribute electricity, water and/or natural gas to a Customer;

“Consumer” means a person who uses or consumes electricity, water and/or natural gas by an outside supplier;

“Contract” shall mean an agreement between the Sub-metering Licensee and the Customer for the supply of electricity, water and/or natural gas or any other commodity or service that the Distributor will provide. The supply and consumption of utility services shall be construed as acceptance of such contract;

“Customer” means a person that has contracted for or intends to contract for connection of a building. This includes unit owners and/or renters of residential or commercial development (owner/developer);

“Disconnection” means a deactivation of connection assets, which results in cessation of distribution services to a consumer;

“Distributor” refers to Dynergy Energy Management Inc.;

“Electricity Act” means the Electricity Act, 1998, S.O 1998, c.15, Schedule A;

“Electrical Safety Authority (ESA)” means the person or body designated under the Electricity Act, 1998 regulations as the Electrical Safety Authority;

“Eligible Low-income Consumer” means:

- a) A residential electricity consumer who has a pre-tax household income at or below the pre-tax Low Income Cut-Off, according to Statistics Canada, plus 15%, taking into account family size and community size, as qualified by a Social Service Agency or Government Agency;
- b) A residential electricity consumer who has been qualified for Emergency Financial Assistance;

“Emergency Financial Assistance” is any Board-approved emergency financial assistance program made available by a distributor to eligible low-income residential Customers;

Unit Sub-Metering Condition of Service



“Licence” means the licence issued by the OEB to DYNERGY to engage in the commercial offering or the commercial provision of smart sub-metering systems, equipment and technology and any associated equipment, systems and technologies and any associated services;

“Market Rules” means the rules made under section 32 of the Electricity Act.;

“Measurement Canada” means the Special Operating Agency established in August 1996 by the Electricity and Gas Inspection Act, 1980 81 82 83, c. 87, and Electricity and Gas Inspection Regulations (SOR/86 131). The purpose of the Agency is to ensure the integrity and accuracy of measurement in Canada and has jurisdiction over the accuracy of electricity, water and/or natural gas meters;

“Ontario Energy Board Act” means the Ontario Energy Board Act, 1998, S.O. 1998 c.15, Schedule B, as amended from time to time;

“Owner” shall mean the person or company owning the property on which the sub-metering system is operating;

“Rate” means any financial rate, charge or other consideration, including a penalty for late payment;

“Regulations” means the regulations made under the Electricity Act of the Ontario Energy Board Act.