

***peaksaver*® terms & conditions – effective January 1, 2018**

Please read this carefully and keep it for future reference.

The following amended terms and conditions are effective as of January 1, 2018 and apply to customer participation in the *peaksaver* program. This agreement replaces all previous terms and conditions

The *peaksaver* and *peaksaver PLUS* program is now simply referred to as '*peaksaver*'.

Reference to

- “you” or “your” is reference to the existing *peaksaver* participant
- the “LDC” means Toronto Hydro-Electric System Limited, including its representatives, affiliates, third party service providers and agents and all of their past, present and future officers, directors, employees, owners, shareholders, agents, successors and assigns. The LDC is also referred to as ‘we’, ‘us’ or ‘our’.

You, or the previous occupant of the premises enrolled in the *peaksaver* program. As a result, you have a switch or switches (the “Device”) installed in, on or around your premises that is connected to your air conditioner, water heater and/or pool pump and that, when remotely activated by Toronto Hydro, will reduce how much electricity is used by the equipment to which it is connected.

The following terms and conditions apply with respect to your participation in the *peaksaver* program.

1. You represent and warrant that you are either a residential electricity distribution customer or a small commercial electricity distribution customer of the LDC and that the party bound by the terms and conditions of this agreement is either (a) an individual 18 years or older and is the owner of the premises; (b) an individual 18 years or older and is the tenant or lessee of the premises and has the consent or authorization of the owner of the premises to have the Device installed; or (c) authorized to bind the corporation, if you are a corporation.
2. You agree to having the Device installed in, on or outside your premises. You agree to not move, remove, tamper with, disable or damage the Device. Any failure to comply with these obligations will be at your sole risk for any damage that may result including damage to the equipment or your premises or injury to any person.
3. You agree that that the LDC has the right to activate the Device(s) which will interrupt power to the equipment to which it is connected for not more than four hours per weekday during the months of May to October. No activations will occur on weekends or statutory holidays. This may mean that, in the case of a Device attached to an air conditioner, there may be a slight increase in temperature; in the case of a Device connected to your water heater, there may be a reduction in the availability of hot water; and, in the case of a Device attached to a swimming pool pump, the swimming pool pump will be inoperative. You acknowledge and agree that you will not receive any payment as a result of an activation of the Device(s). You further acknowledge and agree not to authorize anyone else to activate the Device or the equipment connected to the Device.
4. On two days prior notice, you may notify the LDC not to activate the Device(s) for a period not to exceed 48 hours.

5. As between you and the LDC, the LDC does not own nor will it own the Device installed in, on or outside your premises and title to the Device shall at all time be and remain with you. Nothing in this agreement or otherwise shall have the effect of passing title to the Device to the LDC. The LDC is not responsible for the removal of the Device from the equipment to which it is connected.
6. You acknowledge and agree that: (i) you have independently assessed the risk of participating in the *peaksaver* program and having the Device connected to your equipment; (ii) the Device was selected and obtained through normal commercial channels, and the LDC makes no representation or warranty, express, implied, statutory or otherwise, including any representation or warranty as to merchantability, design, capabilities, suitability, durability or fitness for use or for a particular purpose, with respect to the Device(s), the installation thereof or otherwise; (iii) the energy cost savings and other benefits described in connection with the *peaksaver* program are based on estimates and actual results may differ; and (iv) the Devices are intended for use only as directed and improper use may result in injury or damage.
7. You hereby release, indemnify and save harmless the LDC from any liability, claim, demand, cause of action, damage or expense arising from or relating to your participation in the Program and from the installation, operation, use and or/removal of the Device, whether or not in accordance with the manufacturer's instructions or otherwise. You continue to provide your consent to the collection, use, disclosure and other handling of any information provided by you to the Independent Electricity System Operator ("IESO"), including personal information such as your name and address for the purpose of proper operation, administration, monitoring and verification, evaluation or assessment of this initiative. We are committed to protecting the personal information in our custody or control in accordance with applicable privacy laws. You may access our [privacy policy](http://www.torontohydro.com/sites/electricsystem/pages/privacypolicy.aspx) at <http://www.torontohydro.com/sites/electricsystem/pages/privacypolicy.aspx>
8. You acknowledge that the LDC is entitled to any and all benefits, credits or monies or other recognition from the Ontario Energy Board and the IESO which may be granted in respect of and/or as a result of the net benefits created by the *peaksaver* program.
9. You agree that you do not have any right, title or interest in and to the benefits or entitlements associated with decreased environmental impact now or in the future, direct or indirect, arising as a result of, relating to or in connection with the Program ("Environmental Attributes"), nor the right to quantify and register such Environmental Attributes with competent authorities. Upon direction from the LDC, you agree to take all action necessary to effect the transfer and assignment to the LDC of rights, title and interest in Environmental Attributes and certify, obtain, qualify and register with relevant authorities the Environmental Attributes that the LDC is entitled to own and that you will be entitled to reimbursement or the cost of comply with such a direction subject to the LDC's prior reasonable approval of such cost.
10. We may provide *peaksaver* Program amendments or any replacements of this agreement from time to time without notice. However, we will make every effort to inform you of such changes. If you do not agree with the changes, you may contact the LDC to terminate your participation in the *peaksaver* program and have the Device(s) cease operation. We may terminate the *peaksaver* program at any time and for any reason by providing you notice of termination. If the *peaksaver* program is terminated by either you or the LDC, no further dispatch signal will be sent to your Device.

11. Except as otherwise provided, these terms and conditions constitute the entire agreement between you and the LDC in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied. These terms and conditions will be construed in accordance with the laws of Ontario and will enure to the benefit of and be binding upon you and the LDC and the respective successors and permitted assigns of you and the LDC. You will, from time to time, on written request by the LDC, do all such further acts and execute and deliver or cause to be done, executed and delivered all such further things as may be reasonably required in order to fully perform and to more effectively implement these terms and conditions. The invalidity, unenforceability or illegality of any provision in these terms and conditions will not, to the extent permitted by applicable law, affect the validity, enforceability or legality of any other provision of these terms and conditions, which remain in full force and effect.

LDC Contact information

14 Carlton St., Toronto, On M5B 1K5
Attention: *peaksaver* Representative

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