



## Terms and Conditions of Access and Use

### ACCEPTANCE AND AGREEMENT

In consideration of being granted access to Connect My Data, the Applicant hereby accepts and agrees to be bound by the following terms and conditions (the “**Terms**”), and further acknowledges that the LDC is relying upon the Applicant’s representations, warranties, covenants, agreements and acknowledgments contained herein:

1. **Definitions.** Unless otherwise defined herein, the following terms shall have these defined meanings for purposes of these Terms:

“**Applicable Laws**” means all federal, provincial, municipal, local and other laws, standards, codes, regulations, ordinances or guidelines.

“**Applicant**” or “**you**” means the Customer third party and has the meaning set forth in the recitals.

“**Authorization End Date**” means, as selected by Customer, the date when on-going (future) data access is discontinued.

“**Cause**” has the meaning ascribed thereto in Section 6 below.

“**Claim**” has the meaning ascribed thereto in Section 3 below.

“**Conditions of Participation**” is described in Appendix “A”.

“**Connect My Data (CMD)**” means the LDC’s Connect My Data platform.

“**Connect My Data Platform Terms**” has the meaning ascribed thereto in Section 1 above.

“**Customer**” means a customer that receives electric services from LDC.

“**Customer Data**” means any and all recorded data, information or other content concerning any Customer that a Customer has requested to be disclosed to the Customer for purposes of the Customer sharing the data with an Applicant Registered under Connect My Data;

“**Days**” means calendar days, unless otherwise expressly stipulated.

“**LDC**” means the local distribution company offering you electrical service and has the meaning set forth in the recitals.

“**Representatives**” means your organization’s directors, officers, employees, management, agents, consultants, contractors, subcontractors, advisors or other representatives who have a direct need to access Customer Data (via the Connect My Data platform) in the course of your business activities.

“**Service**” means the Applicant’s hosted service, mobile app or software application.

“**Terms**” has the meaning set forth in the preamble above.

**2. Applicant Obligations.** In consideration of being granted and continuing to receive access to Connect My Data, you covenant, agree, represent and warrant as follows:

*General*

- (a) The Applicant has full right, power, and authority to enter into and perform these Terms and its performance under these Terms will not conflict with any other obligation the Applicant may have to any other party.
- (b) The Applicant shall complete and continue to adhere to the Conditions of Registration described in Appendix “A” to these terms.
- (c) Any and all information delivered by Applicant to LDC or Customer, including without limitation in relation to the information provided in its Conditions of Registration, is and will remain complete, accurate, and valid information, and will be neither misleading nor contain any material omissions.
- (d) Applicant shall not hold itself out as a representative, affiliate, related party or agent of the LDC and shall not purport to offer any representations, warranties, covenants, guarantees or other agreements on behalf of the LDC.
- (e) No action has commenced, or been commenced in the past, against the Applicant relating to the Applicant’s information privacy or data security practices, including with respect to the collection, control, use, transfer, storage, access, disclosure, destruction or disposal of personal maintained by or on behalf of the Applicant, or threatened any such action, or made any complaint, investigation or inquiry relating to such practices.
- (f) Nothing herein shall be construed to grant Applicant any other right of access to any of LDC’s data, systems, networks, databases, computers, telecommunications or other information systems owned, controlled or operated by the LDC or on its behalf.
- (g) Without limiting any other rights of LDC, LDC may suspend Applicant’s access to Connect My Data (CMD) at any time without notice where LDC suspects Applicant may be in breach of any obligation hereunder. In the event of such suspension and as a condition of receiving further access, Applicant shall fully cooperate with any investigation carried out by LDC in relation to such suspected breach, including the delivery or provision of access to any such systems, data or premises as LDC in its sole discretion determines necessary for the purposes of its investigation.

*Customer Data*

- (h) Applicant shall comply with all Applicable Laws in relation to its use of Connect My Data and its collection, use or disclosure of Customer Data.
- (i) Applicant shall comply with any applicable LDC policies and protocols provided, if any, to the

Applicant by the LDC, from time to time, in relation to its use of Connect My Data.

- (j) Applicant shall use and disclose Customer Data only for the limited purpose(s) expressly identified to, and as consented to by, the Customer and in accordance with applicable privacy laws if personal information is processed. It shall upon request from Customer, provide copies of Applicant's terms of use / terms of service and privacy and cyber-security policy. The Applicant has established, implemented and maintains appropriate privacy, security and other measures, controls and technologies to comply with the obligations described herein and to protect Customer Data against unauthorized or unlawful processing and against accidental use, loss, destruction, damage, alteration or disclosure, which measures shall be regularly updated in accordance with industry standard practices.
  - i. it is the Applicant responsibility to manage and monitor the data under its own privacy and security policies and according to legal or regulatory requirements.
- (k) Applicant will immediately notify LDC upon discovery of any actual or suspected breach, unauthorized or unlawful, or compromise of the privacy, security, confidentiality or integrity of Connect My Data in relation to its own applications connected to the platform. Such notice will include:
  - i. a summary of the issue, facts and status of the Applicant's investigation of the incident;
  - ii. the potential number and identification of Customers affected by the incident; and
  - iii. any other information pertinent to LDC's understanding of the incident.

**3. Data Accuracy.** LDC's will provide the best available data to customers and authorized parties via the CMD Platform to maintain data accuracy and quality.

- (a) LDC's may perform periodic updates or corrections to data. These activities will be carried out in a timely manner to prevent undue consequences for Customers and Applicants.

**4. Indemnification.** Applicant will defend, indemnify and hold LDC, its affiliates and their respective officers, directors, employees, sublicenses, consultants, Customers, Representatives and agents harmless from and against any and all claims, losses, liabilities, damages, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, expenses and costs, including attorneys' fees and court costs ("Claim(s)"), arising out of or related to:

- (a) any actual or alleged breach of any representation, warranty, covenant or other provision of any term contained herein by the Applicant or its Representatives;
- (b) any actual or alleged infringement of any intellectual property rights by the Service, or Customer's use of the Service; or
- (c) any unauthorized use, disclosure, dissemination or destruction of Customer Data.

LDC shall give prompt written notice of a Claim and LDC will have the right (but no obligation) to participate in the defense of such Claim. In no event will the Applicant settle any Claim without LDC's prior written consent.

5. **Warranty Disclaimer.** You expressly acknowledge and agree that your use of the Connect My Data platform is at your sole risk, and, to the maximum extent permitted by law, the Connect My Data platform is provided as is” and “as available”, with all faults and without warranty of any kind, including without limitation in respect of accuracy of customer data, and LDS hereby disclaims all warranties and conditions with respect to the Connect My Data platform, either express or implied or statutory, including, but not limited to, the implied warranties of: merchantability, fitness for a particular purpose, accuracy, and noninfringement of third-party rights. LDC further disclaims, to the maximum extent permitted by law, any warranties against interference with your quiet enjoyment of the Connect My Data platform, that the functions contained in or services performed or provide by the Connect My Data platform will meet your requirements, and that the operation of the Connect My Data platform will be uninterrupted, achieve any intended result, be compatible or work with any of your or any third party’s software, system or other services, or be secure, accurate, complete, free of harmful code, or error-free or that any errors or defects can or will be corrected. No oral or written information or advice given by LDC, its representatives or licensors shall create any sort of warranty.
6. **Limitation of Liability.** Except to the extent prohibited by applicable law, in no event shall LDC be liable for personal injury, property damage, or any incidental, special, direct, indirect, consequential, punitive or exemplary damages whatsoever, including, without limitation, damages for loss of profits, loss and/or breach of data, loss of use, or loss of business opportunity, arising out of or related to your use or inability to use the connect my data platform or any services, however caused, regardless of the theory of liability (contract, tort (including negligence), strict liability, warranty or otherwise) and even if LDC has been advised of the possibility of such damages in advance.
7. **Termination and Suspension of Access.**
- (a) These Terms are effective on the date upon which you accept them and remains in force and applies for the duration of your use of Connect My Data or until termination of your right to do so.
  - (b) LDC may without notice suspend your right of access to Connect My Data to investigate a potential significant violation.
    - i. LCD may suspend access providing you with an adequate notice.
    - ii. If the suspension of access is subsequently lifted, the prior access authorization granted will continue to apply without having to be reauthorized depending on whether the previous investigation does not find a significant violation of the Terms.
  - (c) LDC may without notice terminate your right of access to Connect My Data immediately upon the occurrence of any one of the following proven events after investigation (each a “Cause”):
    - i. you fail to comply with, or you breach, any provision contained in these Terms;
    - ii. you use Connect My Data or Customer Data to engage in activities not expressly authorized by these Terms or to engage in activities prohibited by law;
    - iii. you fail to comply with the Conditions of Participation;

- iv. your access to Connect My Data represents, in the sole opinion of the LDC, an imminent threat of damage to physical security, cyber-security or safe and reliable operation of the LDC;
  - v. the LDC determines in its sole discretion that your continued use of Connect My Data and Customer Data could result in harm (including without limitation cyber-security fraud, identity theft or reputational harm) to the LDC or Customer.
- (d) LDC, in its sole discretion, may suspend these Terms, without cause, by providing you with not less than ten (10) days' notice. In case of confidentiality/privacy data breach the suspension will be effective immediately.

## **8. Customer Data Retention & Destruction**

- (a) The Applicant shall destroy or delete Customer Data collected from the platform, following:
- i. following termination of the Applicant's right of access to Connect My Data;
  - ii. with respect to any individual Customer, the Customer's instructions or request to the Applicant to delete Customer Data;
- (b) Applicant shall destroy or delete data in accordance with these Terms and Applicable Law.
- (c) Notwithstanding the foregoing, and only where required by Applicable Law, the Applicant may retain one archival copy of Customer Data for the minimum period required by Applicable Law, following which such Customer Data shall be destroyed or deleted in accordance with these Terms.

## **9. General.**

- (a) Any provision in these Terms which, by its nature, would reasonably be expected to survive termination, shall survive termination of these Terms and the Applicant's right of access to Connect My Data.
- (b) The applicant acknowledges that nothing in these Terms shall be construed as creating a partnership, joint venture or agency relationship between you and LDC. The applicant or its representative shall not advertise, promote, or suggest in any manner that the Services you provide to Customers in connection with Connect My Data are provided by, sponsored by, or associated in any way with LDC, or that you are employed by, affiliated with, or sponsored by LDC, except to state that you have successfully completed all requirements for your use of Connect My Data. During the term of these Terms, you shall insert the following language in each contract pursuant to which you will provide the Service to Customers: "LDC is not a party to these Terms and shall have no liability whatsoever with respect to any of the services that are the subject of this contract. The services provided under this contract are not provided, licensed, warranted or sponsored by LDC.
- (c) The laws of the Province of Ontario and the federal laws of Canada applicable therein govern the Terms and your use of Connect My Data. Any litigation related to the Terms or your use of Connect My Data must be brought and enforced in, and will be under the exclusive jurisdiction of,

- (d) the courts of the Province of Ontario or the federal courts of Canada. LDC reserves the right to seek any and all remedies available at law or in equity for your violation of the Connect My Data Platform Terms.
- (e) You may not assign your rights or obligations under the Terms. Any unauthorized assignment will be void.
- (f) A waiver of any breach or default under the Terms shall not constitute a waiver of any subsequent breach or default.
- (g) If a court of competent jurisdiction holds that any provision of these Connect My Data Platform Terms are invalid or unenforceable, the remaining portions will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and the economic effect of the Connect My Data Platform Terms.
- (h) These Connect My Data Platform Terms constitute the entire agreement between LDC and you with regard to your use of Connect My Data and supersede all prior negotiations, agreements, and understandings with respect to the subject matter, and no addition to or deletion from or modification of any of the provisions hereto shall be binding upon LDC unless made in writing and signed by an authorized representative of LDC.
- (i) Any term or condition on any other document submitted by you shall be of no force or effect whatsoever and is specifically rejected.
- (j) LDC reserves the right to modify the Terms at any time and without notice. You acknowledge and agree that LDC has the right, in its sole discretion, to modify the Terms from time to time, and that modified terms become effective on posting or delivery of notice. Notices of changes to the Terms may be given by LDC via email or posting the changes on the LDC web site and will be deemed given when emailed and/or posted, whichever occurs first. As a condition of your continued right to access Connect My Data, you are responsible for reviewing and accepting such modifications.

**APPENDIX “A”**  
**CONDITIONS OF PARTICIPATION**

This Appendix “A” may be updated, amended or modified from time to time by the LDC at its sole discretion.

**1. Registration**

Upon Applicant agreement to the Connect My Data Platform Terms & Conditions and the LDC’s acceptance of the registration, Applicant will be requested to register with the LDC third party portal and complete connectivity testing within 90 days to verify capability to access authorized customer data using the Connect My Data Platform. During registration, Applicant will need to provide information such as company name, contract information, etc. Once connectivity testing is successfully completed, Applicant will be eligible for Customers to authorize release of their data via the Connect My Data Platform according to the limiting parameters they specify.

**2. On-Boarding**

Upon completion of the registration, Applicant will be presented with a status of “Ready To Test”. The information to assist with the connectivity testing will be provided on the portal, including Client ID, Client Secret, Test Accounts, URI(s). Applicant is required to initiate connectivity testing on the portal supplied by LDC.

Upon successful completion of connectivity testing, LDC will review and approve or decline Applicant registration. LDC reserves the right to reject any Registration application that does not complete connectivity testing within the allotted timeframe of 90 days. If and once approved, the portal will provide the status of “Approved”. The Applicant can proceed with set up on their website to connect to the LDC’s Connect My Data platform.

If the LDC declines Applicant request to connect to its Connect My Data platform, additional information will be provided to the Applicant.

**3. Ongoing Conditions of Participation**

In addition the requirements set out in the Connect My Data Platform, in order to continue to use the Connect My Data platform the Applicant agrees that it will:

- (a) exchange with LDC and maintain unexpired, unrevoked RSA certificates with a public key length of at least 2048 bits issued by a LDC supported Certificate Authority;
- (b) implement Transport Layer Security for all exchanges with LDC;
- (c) incorporate industry standard controls into your Service that prevent a ‘Denial of Service’ type of attack; and
- (d) provide complete and valid information and if requested by LDC any subsequent clarifying information in a reasonable and timely manner.