

## Website Terms of Use

This website (the "**Website**") is owned and operated by ATCO Energy Ltd. ("**ATCO**", "ATCOenergy", "we" and "us").

The following sets out the terms and conditions under which you may access and use the Website, and the information and materials contained therein. By accessing or using the Website, you are agreeing to be bound by these Terms of Use. If you do not agree with these Terms of Use you may not access or use the Website or any information or materials contained therein.

These Terms of Use may be changed from time to time, without notice. It is your responsibility to check for such changes. If you do not agree with any amendment you must stop using and accessing the Website. Your continued access or use of the Website after any such changes are posted will constitute your acceptance of these changes.

These Terms of Use were last updated on **December 30, 2015**.

### What are Proprietary Rights?

The materials and information contained in the Website are protected under the laws of Canada and of other countries. Certain words, phrases, names, titles, icons, graphics, designs or logos used on the Website may constitute trade-marks, service marks or trade-names of ATCO or other entities. The display of trade-marks, service marks or trade-names on the pages of the Website does not imply that a license of any kind has been granted to anyone else. Except as specifically set out herein, you may not use any such trade-marks, service marks or trade-names in any manner whatsoever.

### What is Limited License?

Subject to these Terms of Use, you are granted a limited license only to display and print the materials and information contained in the Website for your own personal, non-commercial use, provided that such materials and information are not modified and that copyright and other intellectual property notices are not altered or deleted. You may not create derivative works from or otherwise reproduce, modify, republish or disseminate any materials or information contained in the Website in any manner or form whatsoever. Unless you have entered into a separate agreement with ATCOenergy, any other use of such

materials or information without ATCOenergy's written permission is prohibited.

### How do I Access the Web Portal?

ATCOenergy may provide you with access to a web portal on the Website. In order to access and use any such web portal, you must: (i) have and maintain an Energy Supply Agreement (as defined below) with ATCOenergy; and (ii) sign-up for and maintain a web portal account on the Website ("**Account**").

Prior to completing the sign-up process for your Account, you will be required to indicate your acceptance of all of the terms and conditions of these Terms of Use. If you do not agree to these Terms of Use, you may not sign up for an Account and you will not have the right to use such Services.

During the sign-up process we may collect your name, address(es), site id's, account number email address, phone number, password, IP address [. Your information may be used by us:

- to verify your eligibility to create and to maintain your Account;
- to enable us to provide certain security and privacy safeguards;
- to deal with security, debugging and technical support issues;
- for billing and payment-related issues;
- to protect ourselves and others from misconduct; and
- to comply with law.

All of the information you provide to us or that we collect from you in connection with your use of the Website (including the portal therein) will be governed by these Terms of Use. You agree at all times to: (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and update your information (including your e-mail address) to keep it accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we may suspend or terminate your Account and your ability to use the Website.

We hereby disclaim any and all responsibility or liability for any unauthorized use of your Account.

You are entirely responsible for maintaining the confidentiality of your username and password and for any and all activities (including purchases and charges, as applicable) that are conducted through your account.

**You may not use the account, username, or password of anyone else at any time. You agree to notify us immediately of any unauthorized use, theft or misappropriation of your account, username, or password. We shall not be liable for any loss that you incur as a result of someone else using your username or password, either with or without your knowledge.**

You cannot transfer your Account to any other person, or permit anyone to use the same.

#### **What is the Code of Conduct?**

You may not interfere with the security of, or otherwise abuse, the Website or any system resources, services or networks connected to, or accessible through, the Website. You may only use the Website for lawful purposes.

Moreover, you may not interfere with the security of, or otherwise abuse, the Website, or any system resources, services or networks connected to or accessible through the Website. You may only use the Website for lawful purposes. You agree that you will not attempt to, nor permit any third party to, enter restricted areas of ATCOenergy's computer systems or perform functions that you are not authorized to perform pursuant to these Terms of Use.

ATCOenergy may, without notice, temporarily suspend your, or any other party's, access to the Website by, for example, deactivating any password(s) or links to the Internet if we reasonably suspect that you, or any other parties, are obtaining unauthorized access to our other systems or information, or are using otherwise valid user identifications or passwords in any other unauthorized manner. These suspensions will be for such periods of time as ATCOenergy may reasonably determine is necessary to permit the thorough investigation of such suspended activity.

While using the Website, you agree to comply with all applicable laws, rules and regulations. We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity the Website. For example, we reserve the right (but have not obligation) to remove or otherwise delete any Content that may be posted on the Website.

#### **What Happens With Content That You Share With Us?**

The Website may contain features that allow you to share information, comments, reviews and other texts, photos, pictures and other information (together referred to as "**Content**") with us and other users of the Website. Please note that by sharing Content through the Website, your Content may potentially become publicly accessible. In consideration for using the Website, you grant to ATCOenergy a worldwide, non-exclusive, perpetual, irrevocable, transferable, royalty-free, right and license: (a) to use, reproduce, distribute, adapt (including without limitation edit, modify, translate, and reformat), derive, transmit, display and perform, publicly or otherwise, such Content, in any media now known or hereafter developed, for ATCOenergy's business purposes, and (b) to sublicense the foregoing rights, through multiple levels, to the maximum extent permitted by applicable law. The foregoing licenses shall survive any termination of your use of the Website. For all of the Content you share through the Website, you represent and warrant that you have all rights necessary for you to grant these licenses, and that such Content, and your provision or creation thereof through the Website, complies with all applicable laws, rules, and regulations and does not infringe or otherwise violate the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party, and is furthermore free from viruses and other malware. To the extent permissible by law, you irrevocably waive any moral rights (or other rights with respect to attribution of authorship or integrity of materials) regarding each item of user content that you submit. Please note that we do not solicit or encourage submissions of Content containing ideas or suggestions relating to the Website, or ATCOenergy's business. If you send us any ideas or suggestions, regardless of the topic, we will have no obligations with respect to such ideas or suggestions and may use them for any purpose whatsoever.

#### **What Happens with Communications Through The Website / E-Mail?**

The Internet is not a fully secure medium and any communication may be lost, intercepted or altered. ATCOenergy is not liable for any damages related to communications to, or from, the Website. You agree with respect to any information provided by you to us through the Website or via e-mail that:

- ATCOenergy has no obligation concerning such information;

- the information is non-confidential;
- ATCOenergy may use, disclose, distribute or copy the information and may use any ideas, concepts or know-how contained in the information for any purpose; and
- the information is truthful and disclosure of the information does not violate the legal rights of others.

### **What About Internet Software Or Computer Viruses?**

Due to technical difficulties with the Internet, Internet software or transmission problems could produce inaccurate or incomplete copies of information or materials contained on the Website. Computer viruses or other destructive programs may also be inadvertently downloaded from the Website.

ATCOenergy shall not be responsible or liable for any software, computer viruses or other destructive, harmful or disruptive files or programs that may infect or otherwise impact your use of your computer equipment or other property on account of your access to, use of, or browsing on the Website or your downloading of any of the information or materials from the Website. ATCO recommends that you install appropriate anti-virus or other protective software.

### **Links To Third Party Websites?**

ATCOenergy does not control any third party website and is therefore not responsible for the content of any linked website or any link contained in a linked website. Linked websites are not part of the Website. ATCOenergy provides such links only as a convenience and the inclusion of any link does not imply endorsement, investigation or verification by ATCOenergy of the linked website or information contained therein.

### **How About the Currency Of Website?**

As above, ATCOenergy may update the information and materials on the Website periodically. However, ATCOenergy cannot guarantee or accept any responsibility or liability for the accuracy, currency or completeness of the information or materials on the Website. ATCOenergy may revise, supplement or delete information, materials, services and/or the resources contained in the Website and reserves the right to make such changes without prior notification to past, current or prospective visitors.

### **DISCLAIMER**

THE WEBSITE, AND ALL MATERIALS AND INFORMATION CONTAINED THEREIN, IS PROVIDED "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" AND IS USED BY YOU AT YOUR SOLE RISK. ATCOenergy MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS WHATSOEVER, INCLUDING THOSE IMPLIED BY STATUTE OR LAW, AND SPECIFICALLY DISCLAIMS THE SAME INCLUDING WITHOUT LIMITATION, ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

IN ADDITION, WITHOUT LIMITING THE FOREGOING, ATCO DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE OR THE MATERIALS OR INFORMATION CONTAINED THEREIN WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR FREE. THE WEBSITE MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. ATCOenergy ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY SUCH BUGS, ERRORS, PROBLEMS OR LIMITATIONS IN THE OPERATION OF, OR ANY INFORMATION OR MATERIALS CONTAINED IN, THE WEBSITE.

### **EXCLUSION OF LIABILITY**

AS ABOVE, YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY OF THE MATERIALS OR INFORMATION CONTAINED THEREIN.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ATCO OR ITS DIRECTORS, OFFICERS, EMPLOYEES, SECURITY HOLDERS, PARTNERS OR AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES WHATSOEVER, OR ANY DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR LOSS OF OPPORTUNITY IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION IN CONNECTION WITH OR ARISING FROM YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE WEBSITE, THE MATERIALS OR INFORMATION CONTAINED THEREIN, OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE),

INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN EVERY EVENT, ATCO'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF USE OR THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE WEBSITE, THE INFORMATION OR THE MATERIALS CONTAINED THEREIN, IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO FIVE (\$5.00) DOLLARS.

THE CONSIDERATION BEING PAID HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ATCO TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY ATCO, ATCO WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT CHARGING SUBSTANTIAL FEES.

ALL REFERENCES TO ATCO IN THIS "EXCLUSION OF LIABILITY" SECTION SHALL BE DEEMED TO INCLUDE ATCO AND ANY SUBSIDIARY, AFFILIATE, PARENT, OR SUCCESSOR OF ATCO.

#### **INDEMNIFICATION**

YOU AGREE TO INDEMNIFY AND HOLD ATCO HARMLESS AGAINST ALL CLAIMS OR LIABILITY ASSERTED AGAINST ATCO ARISING OUT OF OR IN CONNECTION WITH ANY BREACH BY YOU OR ANYONE ACTING ON YOUR BEHALF OF ANY OF THESE TERMS OF USE.

#### **PRIVACY**

ATCO is committed to respecting the privacy of the personal information of the individuals with whom we interact. We have developed a Privacy Commitment to describe our privacy policies and practices and how we collect, use and disclose the personal information of those individuals who visit the Website. Please see our Privacy Commitment at [www.ATCOenergy.com](http://www.ATCOenergy.com) for further details.

You acknowledge and agree that access to and use of the Website is provided via the Internet and that your information, including personal information, may be transferred across national borders and stored or processed in any country in the world.

#### **GENERAL**

These Terms of Use represents the entire understanding and agreement between you and ATCOenergy regarding your access and use of the Website and the information and materials contained therein. For the avoidance of doubt, these Terms of Use shall not amend, modify, replace or

supercede any agreement that you may enter into for ATCOenergy to arrange for the supply of electricity, natural gas, or both to your residence or business (an "**Energy Supply Agreement**"). To the extent that there is a conflict between these Terms of Use and an Energy Supply Agreement, the Energy Supply Agreement shall prevail. No amendment of the terms of these Terms of Use shall be binding upon a party unless it is evidenced in writing and executed by both parties.

ATCOenergy is headquartered in Alberta, Canada and the Website is controlled, operated and administered by ATCOenergy from Alberta, Canada. The Website can be accessed from all provinces and territories of Canada, as well as from other countries around the world. As each of these jurisdictions has laws that may differ from those of Alberta, Canada, by accessing the Website, you acknowledge and agree that all matters relating to these Terms of Use and access to, or use of, the Website (including any of the materials or information contained therein), and the resolution of any dispute arising between the parties shall be governed and construed in accordance with the laws of the Province of Alberta and those of Canada applicable therein (without reference to conflicts of laws principles). You agree that any legal action or proceeding between you and ATCOenergy which in any way concerns these Terms of Use or the use of the Website or any materials or information contained therein shall be brought exclusively in the courts of Alberta, Canada. Any such dispute will be brought on an individual basis, and will not be consolidated in any other proceeding with any claim, controversy or dispute of any other party. Except where prohibited by applicable law, you agree to waive any right you may have to commence or participate in any class action against ATCOenergy relating to any such dispute and you also agree to opt out of any class proceedings against ATCOenergy. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction to obtain injunctive or other emergency or similar relief.

ATCOenergy makes no representation that access to the Website or that the information contained therein is appropriate or legal in all jurisdictions. You may not access the Website or use any information in those jurisdictions where it would be illegal. In any case, your access to the Website is entirely at your own initiative and you are responsible for ensuring that all laws are complied with.

ATCOenergy's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

You may not assign these Terms of Use without the prior written consent of ATCOenergy. ATCOenergy may assign these Terms of Use, including all rights and liabilities hereunder, at any time without your prior consent.

If any provision or part thereof of these Terms of Use is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof.