

## Terms of Use

### Terms and Conditions

The Retrofit application portal (the “**Retrofit Portal**”) is owned and operated by the Independent Electricity System Operator (the “**IESO**”) for the purpose of administering the Save on Energy Retrofit Program (the “**Retrofit Program**”). Only an applicant, participant or the representative of an applicant or participant (each “**you**” in the context of these Terms of Use) may access the Retrofit Portal to apply for a Retrofit Program incentive and manage the application throughout the process. Please carefully review the terms and conditions that govern your use of the Retrofit Portal periodically as they are subject to change. By signing up for a Retrofit Portal account and using the Retrofit Portal you agree to follow and be bound by the terms and conditions of these Terms of Use. You also agree to bind any company or organization on behalf of whom you are accessing the Retrofit Portal. If you do not agree to these Terms of Use, do not use the Retrofit Portal or download, access or use any materials from it. The IESO may change these Terms of Use at any time and without notice. Any changes will be effective immediately upon posting or as otherwise indicated. Your use of the Retrofit Portal following any such change constitutes your agreement to follow and be bound by the Terms of Use, as changed.

### Acceptable Use

You agree to use and access the Retrofit Portal only in accordance with these Terms of Use, applicable law, the Retrofit Program Requirements posted on the Save on Energy website

(<https://saveonenergy.ca/For-Business-and-Industry/Programs-and-incentives/Retrofit-Program>).

Notwithstanding the foregoing, your participation in the Retrofit Program and use of and access to the Retrofit Portal may be subject to a separate agreement you may have with the IESO. You agree that to the extent the separate agreement is inconsistent with these Terms of Use, the separate agreement will prevail to the extent of the inconsistency, except as it relates to the Retrofit Portal.

As a condition of accessing the Retrofit Portal, you agree:

1. That you are an applicant, participant or a representative of an applicant or participant.
2. That all information uploaded to or modified by you in the Retrofit Portal is true, complete and accurate.
3. Not to use the Retrofit Portal in a manner that is unlawful, misleading or fraudulent.
4. Not to upload viruses or malicious code or do anything that could disable, overburden or impair the proper working or appearance of the Retrofit Portal.
5. To only access or attempt to access information on the Retrofit Portal that you have permission to access. If you are entering or modifying information in the Retrofit Portal as a representative on behalf of an applicant or participant to the Retrofit Program, that you will only do so with such applicant’s or participant’s consent.

### User Account

You are solely responsible for the activity that occurs on your Retrofit Portal account and must keep your account password secure. You agree to use commercially reasonable efforts to prevent unauthorized access to or use of the Retrofit Portal through your account, and will notify the IESO immediately of any such unauthorized access or use. The IESO will not be liable for damages or losses caused by any unauthorized use of your account.

### Suspension or Termination of Account

You agree that the IESO, in its discretion, for the purpose of emergency maintenance or reasons related to suspected security breaches, fraud or unauthorized access or misuse, including a breach of these

Terms of Use, may suspend or terminate your access to any portion of the Retrofit Portal, without prior written notice to you. The IESO may also suspend or terminate your access to any portion of the Retrofit Portal in its discretion, without prior written notice to you, if the IESO reasonably believes you have or are suspected to have engaged in fraudulent or negligent activities or willful misconduct while participating in or providing services for the Retrofit Program. In the event of suspension or termination, you will no longer be authorized to access or use the Retrofit Portal and the IESO may take actions against you to ensure such access or use ceases.

#### Intellectual Property

The IESO or its licensors own all intellectual property rights to the Retrofit Portal and in all materials provided on or comprising the Retrofit Portal.

The IESO's logos and certification marks and any other product or service name or slogan contained in the Retrofit Portal are trade-marks of the IESO or its licensors and they may not be copied, imitated or used, in whole or in part, without the prior written permission of the IESO or the applicable trade-mark holder.

The Retrofit Portal is protected by Canadian copyright law. Except as otherwise provided for under Canadian copyright law, all information in the Retrofit Portal is Copyright © 2019 Independent Electricity System Operator, all rights reserved.

#### Disclaimer and Limitation of IESO's Liability

Your use of the Retrofit Portal is exclusively at your own risk. You assume all responsibility for your access and use of the Retrofit Portal and compliance with these Terms of Use. The IESO and its directors, officers, employees, agents and representatives (collectively, the "IESO Group") assume no responsibility whatsoever for the availability, accuracy, completeness or currency of any part of, or information in, the Retrofit Portal. The IESO and each member of the IESO Group have no obligation, and disclaim any duty, to update or correct any part of, or information in, the Retrofit Portal.

**The IESO provides the Retrofit Portal solely on an "as is" and "as available" basis. Neither the IESO nor any member of the IESO Group provides any representation, warranty, condition or guarantee whatsoever respecting the Retrofit Portal, including: (a) any representation, warranty, condition or guarantee that any part of, or information in, the Retrofit Portal is available, accurate, complete, current or free from viruses or other destructive features; or (b) any implied representation, warranty, condition or guarantee of merchantability, fitness for a particular purpose or use or non-infringement of any right of any third party.**

**In no event whatsoever will the IESO or any member of the IESO Group be liable, in respect of the Retrofit Portal, for any matter whatsoever, to any individual, partnership corporation or company, with or without share capital, trust, foundation, joint venture, governmental authority or any other incorporated or unincorporated entity or association of any nature for: (a) direct damages; (b) indirect, special, incidental, contingent or consequential damages (including for loss of actual or anticipated revenue or profits, loss of goodwill, loss or damage to data or any other information, failure to realize expected savings or loss of use arising in respect of the use of, or reliance on, any part of, or information in, the Retrofit Portal or any website which the Retrofit Portal may connect to by a hyperlink or pointer or for any other economic loss whatsoever), even if the IESO or a member of the IESO Group has been advised of the potential for such damages; (c) punitive, exemplary or aggravated damages; or (d) contribution or indemnity.**

You will indemnify and hold harmless the IESO and each member of the IESO Group from and against all fines, penalties, claims, demands, liabilities, damages, costs and expenses on a dollar for dollar full indemnification basis (including lawyer's fees and expenses) arising in respect of: (a) your use of the Retrofit Portal; (b) the unauthorized use of your Retrofit Portal account; (c) any breach by you of any of these Terms of Use; (d) your failure to comply with any applicable laws, statutes, regulations, by-laws, rules, codes or treaties; or (e) any acts of fraud, negligence or willful misconduct.

#### Internet Software or Computer Viruses

Internet software or transmission problems or technical difficulties could produce inaccurate or incomplete copies of information contained on the Retrofit Portal. Computer viruses or other destructive programs may also be inadvertently downloaded from the Retrofit Portal. The IESO will not be liable for Internet software, computer viruses or destructive programs and recommends that you install appropriate anti-virus or other protective software.

#### Hyperlinks

The Retrofit Portal may contain hyperlinks or pointers to websites located on servers maintained by third parties over which the IESO has no control. Accordingly, your use of any such other websites is entirely at your own risk and the IESO assumes no responsibility whatsoever for any use of any such website. None of the hyperlinks or pointers to such other websites implies that the IESO authorizes, endorses or sponsors any such other website or any information in any such other website.

#### Privacy and Confidentiality

The IESO is committed to the accuracy, confidentiality, security and privacy of your information as outlined in the IESO' Privacy Policy (<http://www.ieso.ca/en/privacy>).

You agree not to disclose any confidential information you may access or download from the Retrofit Portal to third parties other than in accordance with a separate agreement governing such confidential information or as required by law.

#### Governing Law and Forum

The laws of Ontario and the laws of Canada applicable in Ontario will govern your use of Retrofit Portal and any suit, action or other proceeding, or dispute or other controversy respecting the Retrofit Portal. You irrevocably submit to the exclusive jurisdiction of the courts of Ontario in respect of any suit, action or other proceeding made or brought by you in respect of the Retrofit Portal for any matter whatsoever. You may not commence any suit, action or other proceeding in respect of the Retrofit Portal for any matter whatsoever, except in Toronto, Canada.

#### Severability

If any provision of these Terms of Use is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions.

#### Inquiries

Inquiries regarding these Terms of Use should be addressed to **LDC.Support@ieso.ca**.

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