

TERMS AND CONDITIONS OF ELECTRICITY FOR A HOME

2 What words mean in this Contract

“We”, “us” and “our” refer to ReliaBILL Electricity a tradename of Planet Energy (Ontario) Corp.

“You” and “your” refers to the person whose name is set out beside “[Your information](#)” in section 1.

“Account Holder” is the person whose name is on the Electricity Utility bills for the Home.

“Cancellation Fee” is what you may have to pay if you end this Contract for no reason more than 30 days after you get your second bill with the Contract Price.

“Contract Length” is how long this Contract will last.

“Contract Price” is what you agree to pay under this Contract for electricity that you buy from us for the Home.

“Early Exit Fee” is what you agree to pay if we end this Contract.

“Electricity Utility” is the electricity company that runs the wires that bring electricity to the Home. An Electricity Utility is also called a distributor or a distribution company.

“*Energy Consumer Protection Act*” is the [Energy Consumer Protection Act, 2010](#) and any [regulation](#) made under that Act.

“Home” is the property that is supplied with electricity under this Contract as shown in section 1.

3 Supply of electricity and billing

3.1 You are the Account Holder or the Account Holder’s spouse or agent

You have told us that:

- a. you are the Account Holder for the Home;
- b. you are the spouse of the Account Holder for the Home; or
- c. the Account Holder has given you permission to enter into this Contract to supply electricity to the Home.

3.2 Enrolling you as a new customer

Before we provide electricity for the Home, we have to take two steps.

Step one: We must enrol you as a new customer. This may involve a standard credit check.

Step two: We will ask your Electricity Utility to switch you to the Contract Price for the electricity used in the Home. This switch is a change to the supply arrangement information on your Electricity Utility account, and will not interrupt electricity service to the Home.

You agree that we can act as your agent for the purpose of asking your Electricity Utility to switch you to the Contract Price and for the purposes of arranging for the supply of electricity used in the Home and managing this Contract. You also agree that your Electricity Utility can give us information about the electricity account for the Home that we need in order to enrol you and to manage this Contract.

3.3 Start date of supply

We will start supplying electricity to the Home under this Contract after your Electricity Utility has finished switching you to the Contract Price.

Normally, we will start supplying the Home under this Contract within *120* days from when Electricity Utility finishes switching you to the Contract Price.

We do not control how fast your Electricity Utility will do the switch. Some of the reasons why it can take longer for us to start supplying your electricity are:

- a. Mistakes in the information that we have about you
- b. If your Electricity Utility does not tell us they have done the switch
- c. If your Electricity Utility takes longer than usual to do the switch for any other reason that we cannot control

3.4 Delivery and billing

Your Electricity Utility will continue to deliver electricity to the Home. They will also continue to read your natural electricity meter.

Your Electricity Utility will also normally continue to bill you on our behalf for electricity supplied to the Home under this Contract. Your electricity bills will be sent to you in accordance with your Electricity Utility's usual requirements and schedules for things like billing and payment dates and security deposits. However, you may no longer be able to stay on your Electricity Utility's equal payment plan.

We reserve the right to bill you directly.

4 Contract Price and other energy costs you will continue to pay

4.1 Agreement to buy from us

You agree to buy from us all of the electricity used at the Home, other than any electricity that is supplied by a generator that is on or directly connected to the Home.

Your agreement to buy from us lasts until the end of the Contract Length. The [Contract Length](#) is shown in section 1.

4.2 Contract Price: What you pay for electricity under this Contract

You agree that you will pay the Contract Price for the electricity that you buy from us.

Wholesale Power Price Plan

ReliaBILL Electricity's Wholesale Power Price Plan is a forecast (i.e. a reasonable forecast covering a period of at least six months as issued by the Ontario Energy Board) based on the weighted Hourly Ontario Energy Price ("HOEP"), as published by the Independent Electricity System Operator ("IESO"), plus one cent per kWh. This price is variable and will change over the term of your Agreement.

HOEP, as published by the IESO, is applied to Customer's respective weighted hourly consumption, which weighted hourly consumption data will be obtained from Customer's Utility, or in the absence of available weighted hourly consumption data from Customer's Utility, ReliaBILL Electricity will estimate Customer's weighted hourly consumption based on Customer's Utility's net system load shape, as applicable to Customer's billing period, plus one cent per kWh (collectively, the "Wholesale Power Price Plan").

Platinum Membership Plan

ReliaBILL Electricity's Platinum Membership Plan is a forecast (i.e. a reasonable forecast covering a period of at least six months as issued by the Ontario Energy Board) based on the weighted Hourly Ontario Energy Price ("HOEP"), as published by the Independent Electricity System Operator ("IESO"), plus Membership Fee as per the Contract Summary.

HOEP, as published by the IESO, is applied to Customer's respective weighted hourly consumption, which weighted hourly consumption data will be obtained from Customer's Utility, or in the absence of available weighted hourly consumption data from Customer's Utility, ReliaBILL Electricity will estimate Customer's weighted hourly consumption based on Customer's Utility's net system load shape, as applicable to Customer's billing period, plus membership fee per month (collectively, the "Platinum Membership Plan").

The [Contract Price](#) is shown in section 1. It includes:

The price for the electricity used in the Home. Electricity use is measured in kilowatt hours or "kWh".

Any other charge listed in section 1 as part of the [Contract Price](#).

4.3 Other energy costs: Charges you will continue to pay to others

There are other charges that you will continue to pay in addition to the Contract Price.

These other charges are:

What you have to pay your Electricity Utility to bring electricity to the Home.

Your share of the Global Adjustment. More information about the Global Adjustment is in the electricity Disclosure Statement and electricity Price Comparison that we gave you with the Contract. It is also explained on the Ontario Energy Board's website at

<https://www.oeb.ca/rates-and-your-bill/electricity-rates/understanding-your-electricity-bill>.

The Ontario Energy Board is the independent government agency that regulates the electricity and natural gas sectors in Ontario.

Taxes

4.4 How you pay, deposits, late payments etc.

You are not required to pay any deposits or late payments directly with ReliaBILL Electricity. However, you may be subject to such with your Electricity Utility.

5 Ending the Contract

5.1 You can change your mind about this Contract

The [Energy Consumer Protection Act](#) says that you have 10 days to change your mind about this Contract. This is called the “cooling off” period. It starts when you enter into this Contract. If you tell us that you have changed your mind in those 10 days, this Contract will end. You will not have to pay any Cancellation Fee. And if you paid us any money under the Contract, we have to give you a full refund.

5.2 You can end this Contract if...

The [Energy Consumer Protection Act](#) says that you can end or “cancel” this Contract for different reasons if you want to.

You can end this Contract up to 30 days after you receive the second bill that is charging you the Contract Price. You will not have to pay any Cancellation Fees. But you have to pay those bills.

You can also end this Contract for any of the 7 reasons below. You will not have to pay any Cancellation Fees:

1. If you move out of the Home for good.
2. If this Contract does not meet the rules in the [Energy Consumer Protection Act](#) or the rules set by the Ontario Energy Board.
3. If we did something that the [Energy Consumer Protection Act](#) says is an unfair practice. Some of the unfair practices are:
 - a. If we said something that is not true or that can mislead you
 - b. If you are not the Account Holder or the Account Holder's spouse or agent
 - c. If we did not follow the Ontario Energy Board's consumer protection rules

4. If you already had a contract with another energy retailer when you entered into this Contract. This right to end this Contract only exists until the day the other contract ends.
5. If the [Energy Consumer Protection Act](#) says that we have to record a telephone call or an internet transaction that we or someone acting for us have with you, and we do not give you a copy within 10 days after you ask for it.
6. If this Contract is changed, renewed or extended at a time when we have not given the Ontario Energy Board information that we must give them each year.
7. If we automatically renew or extend this Contract.

The [Energy Consumer Protection Act](#) also says that you can end this Contract at any other time for no reason. You have to give us 10 days' notice that you want to end this Contract for no reason. In this case, we can charge you a Cancellation Fee (see [section 5.3](#)).

Nothing in this Contract can take away or change any of the rights to end the Contract that the [Energy Consumer Protection Act](#) gives you.

5.3 Cancellation Fees

Not applicable in this contract.

5.4 We can end this Contract if...

We can end this Contract for different reasons: You agree that ReliaBILL Electricity may terminate this Agreement before the end of the Term for the Premises, without penalty or liability to ReliaBILL Electricity and without prejudice to enforcement of any legal right or remedy available to ReliaBILL Electricity if: (a) You fail to pay for Electricity hereunder or any other amounts payable on your Utility bill or due to ReliaBILL Electricity; (b) You attempt to cancel or terminate this Agreement; (c) You appoint another person or company as your Electricity supplier or agent; (d) You breach or are in default of any other terms of this Agreement; (e) ReliaBILL Electricity is required by law, regulation or legal, regulatory or administrative process to cancel this Agreement; (f) there is a change in legislation, regulation, OEB codes/rules or other OEB documents, IESO Market Rules, or any other change in law (collectively, "Change in Law") which materially and adversely affects ReliaBILL Electricity's Electricity retailing marketing business; or (g) You, or to the extent your obligations hereunder are guaranteed, you guarantor: (i) makes an assignment or any general arrangement for the benefit of creditors, or commences or acquiesces in the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has such a proceeding commenced against you or any such guarantor; (ii) otherwise becomes bankrupt or insolvent (however evidenced); (iii) becomes unable to pay your debts when due; (iv) has a receiver, trustee or similar official appointed with respect to you or substantially all of your assets.

5.5 Early Exit Fees

Not applicable to this contract.

6 Transferring the Contract

ReliaBILL Electricity in its sole discretion, may assign, pledge or transfer this Agreement or the proceeds therefrom without your consent. You may not assign this Agreement without ReliaBILL Electricity's written consent. This Agreement shall be binding upon and enure to the benefit of ReliaBILL Electricity's and your respective successors and assigns.

7 How to Contact Us...

You may contact ReliaBILL Electricity at the following: (i) by phone: 1-866-251-5116, (ii) by facsimile 1-855-360-3041, (iii) by email: customerservice@reliabilelectricity.com, (iv) through ReliaBILL Electricity's website www.reliabilelectricity.com, or (v) by mail: ReliaBILL Electricity, Attention: Customer Service, 5255 Yonge Street, Suite 1500, Toronto, Ontario, M2N 6P4.

7.1 If you have a complaint or question

If you have any questions, complaints or concerns about this Agreement, including requesting information or to renew, cancel or extend the Term of the Agreement, or anything related to applicable privacy legislation, Customer may contact ReliaBILL Electricity at the following: (i) by phone: 1-866-251-5116, (ii) by facsimile 1-855-360-3041, (iii) by email: customerservice@reliabilelectricity.com, (iv) through ReliaBILL Electricity's website www.reliabilelectricity.com, or (v) by mail: ReliaBILL Electricity, Attention: Customer Service, 5255 Yonge Street, Suite 1500, Toronto, Ontario, M2N 6P4. If you are unable to resolve any concerns with ReliaBILL Electricity, you may contact the OEB's customer service centre at 1-877-632-2727. Any dispute arising out of this Agreement will be referred to and decided through binding arbitration by one arbitrator according to the rules relating to commercial arbitration under the Arbitration Act, 1991 (Ontario). Each party shall bear its own legal costs in any dispute

7.2 To renew or extend this Contract

Non-applicable.

7.3 To change your mind or end this Contract

Please see Section 5 above.

8 Making changes to this Contract

We cannot change this Contract without first asking you if you agree. If we want to change the Contract, we will send you the change in writing or ask you about it over the phone. If you agree to the change, we will send you a copy in writing. After you get that copy, you have 20 days to change your mind and tell us that you do not want the change after all.

Nothing in this contract negates or varies the consumer's rights to cancel the contract under and in accordance with the Act and this Part.

If the consumer permanently moves out of the premises to which the electricity is provided under the contract, the consumer may, without cost or penalty, cancel the contract.

You consent to ReliaBILL Electricity recording telephone conversations between you and ReliaBILL Electricity and maintaining such recordings in accordance with the Electronic Commerce Act, 2000 (Ontario).

In case of emergency you should contact your Utility and not ReliaBILL Electricity. This Agreement is the entire agreement between you and ReliaBILL Electricity and replaces and supersedes any prior written or oral agreement(s) between ReliaBILL Electricity and you. You did not rely on any representations, rights or obligations that are not contained in this Agreement. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada therein. If ReliaBILL Electricity is unable to perform any of its obligations hereunder or is unable to supply Electricity at the Price due to events or circumstances beyond its reasonable control (including any failure of its actual or notional generation or supply or any act or omission of your Utility), ReliaBILL Electricity shall not be liable for its failure to perform for the duration of such events or circumstances, or in the case of an inability to supply at the Price, you agree that you will pay ReliaBILL Electricity for its actual cost of supply. This Agreement, when completed by you, is subject to approval and acceptance of ReliaBILL Electricity, in its sole discretion, your Utility's acceptance of your enrolment as a ReliaBILL Electricity customer, and, as applicable, your verification of the Agreement. ReliaBILL Electricity will have no liability or responsibility for matters within the control of the Utility, or the IESO, which include, without limitation, maintenance of Utility systems, service interruptions, loss or termination of service, deterioration of Utility services, or meter readings. Should any of these Terms and Conditions be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such Terms or Conditions shall be deemed severed from this Agreement and the remaining Terms and Conditions shall continue in full force and effect.

You agree to indemnify and save harmless ReliaBILL Electricity, its affiliates and related entities, and its respective directors, officers, and employees, and the assigns of ReliaBILL Electricity and their affiliates and related entities (collectively, "ReliaBILL Electricity and its Representatives") from any and all losses, damages, injuries, liability or costs that any of ReliaBILL Electricity and its Representatives sustains or incurs as a consequence of ReliaBILL Electricity acting as your agent and supplier, or is the consequence of any act or omission by you relating to the supply or delivery of Electricity to the Premises including, without limitation, any claim resulting from any default or breach by you, or any failure by you to perform any obligation(s) relating to the Agreement or any obligation(s) to any third party, including, but not limited to, under any agreement with the Utility. You acknowledge that ReliaBILL Electricity relies on this Agreement as security to obtain a supply of Electricity for you.

You hereby grant to ReliaBILL Electricity a first-priority present and continuing security interest in, lien on, right of set-off against, and assignment of, all amounts payable and cash collateral whether now or hereafter held by, on behalf of, or for the benefit of, ReliaBILL Electricity as a security deposit, or as prepayment for Electricity to be delivered hereunder. You agree to take such action as ReliaBILL Electricity reasonably requires to maintain and perfect a valid and enforceable first-priority security interest in, lien on, right of set-off against, and assignment of, such collateral and any and all proceeds resulting therefrom or from the liquidation thereof in favour of ReliaBILL Electricity. You agree that ReliaBILL Electricity may realize on the proceeds of the security deposit or prepayment without first having to pursue such remedy in a court of law on three (3) days' notice to you. ReliaBILL Electricity will apply the proceeds of the collateral realized upon to the exercise of any such rights or remedies to reduce your obligations under this Agreement (where you remain liable for any amounts owing to ReliaBILL Electricity after such application), subject to ReliaBILL

Electricity's obligation to return any surplus proceeds remaining after your obligations are satisfied in full. This Agreement is (i) an “eligible financial contract” within the meaning of the Companies’ Creditors Arrangement Act (Canada) and the Bankruptcy and Insolvency Act (Canada), and (ii) a “forward contract” for the purposes of United States of America bankruptcy and insolvency laws. Execution of the Agreement may be evidenced by means, including, but not limited to, your manual signature, a facsimile or other electronic transmission of your signature, or a photocopy of such electronic transmission, and such signature, or copy or electronic version of such signature, is deemed to constitute your original signature to this Agreement.

In addition to Section 4 of the Agreement above, you will pay the Contract Price, as selected by you and outlined above. The contract Price is further described herein.

You agree that the price that you will pay to ReliaBILL Electricity for Electricity throughout the Term shall be the amount per kilowatt hour (“kWh”) of Electricity multiplied by your Electricity consumption, plus all other amounts payable by you with respect to the supply or delivery of Electricity as set out above and as further described herein (collectively, the “Price”), however Price does not include Regulatory Charges (defined above).

A handwritten signature in black ink, appearing to read 'Nino C. Silvestri'.

Nino C. Silvestri
Co-CEO