

SAVE ON ENERGY HEATING & COOLING PROGRAM CONSUMER TERMS AND CONDITIONS

You, the participant, must review and agree to the following terms and conditions (the “**Terms and Conditions**”) for the Heating and Cooling Program (“**HVAC**”) Incentives Initiative (the “**Initiative**”). Please note that the IESO may change any term of the Initiative, including any incentive amount, without prior notice. The Terms and Conditions, including the incentive amount, applicable to you will be those offered at the time you installed your central air-conditioning system (a “**CAC System**”), furnace, heat pump, or other Eligible HVAC Measure(s) (as such term is defined below) and agreed to these Terms and Conditions. By submitting an application for an incentive under the Initiative, you confirm your consent to, and agree to comply with and be bound by, the following terms and conditions.

1. Eligibility Requirements

(a) Who is eligible:

To be eligible for the Initiative:

- (i) you must be an individual that is at least 18 years old or a business classified as a general service <50kW account;
- (ii) you must not be a dealer or distributor of heating or cooling systems (for greater certainty, adaptive thermostats are considered to be part of heating or cooling systems);
- (iii) in the case of a replacement Eligible HVAC Measure, you must own or rent the existing furnace or existing CAC System to be replaced with the Eligible HVAC Measure(s), and if you are the renter, you must have the written consent of the owner;
- (iv) you must be the owner, or a tenant with the written consent of the owner, of the residence or business where the Eligible HVAC Measure(s) will be installed (the “**Location**”);
- (v) the Location must have an Ontario address;
- (vi) the Location must be connected to, or be behind the meter of another electricity consumer connected to, your Initiative participating local distribution company’s (each, an “**LDC**”) distribution system;
- (vii) you must purchase the Eligible HVAC Measure(s) from and have it installed by an HVAC contractor participating in the Initiative (each a “**Participating HVAC Contractor**”) by no later than December 31, 2020;
- (viii) you must submit your incentive application in accordance with section 3 below, by April 30th for any Eligible HVAC Measure(s) installed in the prior 12-month period ending on March 31st; and,
- (ix) you must have not received, are not receiving and have not applied for or otherwise intend to receive, any financial incentives funded by energy ratepayers or taxpayers of the Province of Ontario or Canada (whether via the IESO, your local electricity or gas distributor or any other party) with respect to the Eligible HVAC Measure(s) to be purchased and installed, including in respect of any such measures that may be funded through the Home Reno Rebate (HRR) Program and Home Energy Conservation (HEC) Program delivered by Ontario’s natural gas utility companies.

(b) Furnace with Variable Speed ECM Incentive:

To be eligible for a furnace incentive of \$250, you must:

- (i) satisfy all of the eligibility requirements listed in Section 1(a) above; and
- (ii) replace your existing furnace with a new high efficiency furnace equipped with a variable speed ECM listed on the "Eligible ECM List" (ask your Participating HVAC Contractor for a copy of such list).

(c) Circulator Pump Incentive:

To be eligible for a circulator pump incentive of \$30, you must:

- (i) satisfy all of the eligibility requirements listed in Section 1(a) above; and
- (ii) install a new circulator pump equipped with a variable speed ECM listed on the "Eligible ECM List" (ask your Participating HVAC Contractor for a copy of such list) on an existing hydronic heating system and not on a domestic hot water heater.

(d) CAC System Incentive:

To be eligible for a CAC System incentive of \$600, you must:

- (i) satisfy all of the eligibility requirements listed in Section 1(a) above; and
- (ii) replace your existing CAC System with, or install a new CAC system that is, an ENERGY STAR® certified CAC system that satisfies a minimum seasonal energy efficiency ratio ("**SEER**") of 18 and a minimum energy efficiency ratio ("**EER**") of 13 confirmed by an Air-Conditioning, Heating and Refrigeration Institute ("**AHRI**") reference number (made available by your Participating HVAC Contractor or at <http://www.ahridirectory.org/ahriDirectory/pages/home.aspx>), and has an indoor coil that is listed on the "Eligible A/C and A/C Coil List" (ask your Participating HVAC Contractor for a copy of such list).

(e) Ductless Air-Source Heat Pump ("**ASHP**") Incentive:

To be eligible for a ductless ASHP incentive of \$1,900, you must:

- (i) satisfy all of the eligibility requirements listed in Section 1(a) above; and
- (ii) install a new heat pump that:
 - A. is ENERGY STAR® certified, or that meets the CEE Tier-1 qualification (i.e. has a minimum efficiency rating of SEER15 / Heating Seasonal Performance Factor or "**HSPF**" 8.5 / EER 12.5) in a home or business that uses electricity as its primary heating source (i.e. 70% or more of the total heating load); and
 - B. has an interior unit that is compatible with the exterior unit in accordance with original equipment manufacturer ("**OEM**") specifications.

(f) Ductless Multiport ASHP Incentive:

To be eligible for a ductless multiport ASHP incentive of up to \$4,250 (i.e. \$2,500 for one exterior unit and the first two interior units, plus \$250 for each additional interior unit attached to the same exterior unit, up to a maximum incentive amount of \$4,250), you must:

- (i) satisfy all of the eligibility requirements listed in Section 1(a) above; and
- (ii) install a new heat pump that:
 - A. is ENERGY STAR® certified, or that meets the CEE Tier-1 qualification (i.e. has a minimum efficiency rating of SEER15 / HSPF

8.5 / EER 12.5), in a home or business that uses electricity as its primary heating source (i.e. 70% or more of the total heating load);

B. has an interior unit that is compatible with the exterior unit in accordance with OEM specifications; and

C. has 2 or more interior units.

(g) Ducted ASHP Incentive:

To be eligible for a ducted ASHP incentive of \$3,250, you must:

(i) satisfy all of the eligibility requirements listed in Section 1(a) above; and

(ii) install a new heat pump that:

A. is ENERGY STAR® certified, or that meets the CEE Tier-1 qualification (i.e. has a minimum efficiency rating of SEER15 / HSPF 8.5 / EER 12.5), in a home or business that uses electricity as its primary heating source (i.e. 70% or more of the total heating load); and

B. has an indoor coil that is listed on the “Eligible A/C and A/C Coil List” (ask your Participating HVAC Contractor for a copy of such list).

(h) Cold Climate Ductless ASHP Incentive:

To be eligible for a cold climate ductless ASHP incentive of \$2,500, you must:

(i) satisfy all of the eligibility requirements listed in Section 1(a) above; and

(ii) install a new heat pump that:

A. is ENERGY STAR® certified, or that meets the CEE Tier-1 qualification (i.e. has a minimum efficiency rating of SEER15 / HSPF 8.5 / EER 12.5), in a home or business that uses electricity as its primary heating source (i.e. 70% or more of the total heating load);

B. meets the requirements in NEEP’s Cold Climate Air-Source Heat Pump Specification (NEEP, 2017 or more recent; ask your Participating HVAC Contractor for a copy of this specification); and also meet the following two additional requirements: (a) COP at -15° C (5° F) greater than 2.0 at maximum capacity operation; and (b) maintain a maximum capacity at -15° C (5° F) that is greater than or equal to 55% of maximum capacity at 8.3° C (47° F); and

C. has an interior unit that is compatible with the exterior unit in accordance with OEM specifications.

(i) Cold Climate Ductless Multiport ASHP Incentive:

To be eligible for a cold climate ductless multiport ASHP incentive of up to \$5,800 (i.e. 3,000 for one exterior unit and the first two interior units, plus \$400 for each additional interior unit attached to the same exterior unit, up to a maximum incentive amount of \$5,800), you must:

(i) satisfy all of the eligibility requirements listed in Section 1(a) above; and

(ii) install a new heat pump that:

A. is ENERGY STAR® certified, or that meets the CEE Tier-1 qualification (i.e. has a minimum efficiency rating of SEER15 / HSPF 8.5 / EER 12.5), in a home or business that uses electricity as its primary heating source (i.e. 70% or more of the total heating load);

- B. meets the requirements in NEEP's Cold Climate Air-Source Heat Pump Specification (NEEP, 2017 or more recent; ask your Participating HVAC Contractor for a copy of this specification); and also meets the following two additional requirements: (a) COP at -15° C (5° F) greater than 2.0 at maximum capacity operation; and (b) maintain a maximum capacity at -15° C (5° F) that is greater than or equal to 55% of maximum capacity at 8.3° C (47° F);
 - C. has an interior unit that is compatible with the exterior unit in accordance with OEM specifications; and
 - D. has 2 or more interior units.
- (j) Cold Climate Ducted ASHP Incentive:
- To be eligible for a cold climate ducted ASHP incentive of \$5,500, you must:
- (i) satisfy all of the eligibility requirements listed in Section 1(a) above;
 - (ii) install a new heat pump that:
 - A. is ENERGY STAR® certified, or that meets the CEE Tier-1 qualification (i.e. has a minimum efficiency rating of SEER15 / HSPF 8.5 / EER 12.5), in a home or business that uses electricity as its primary heating source (i.e. 70% or more of the total heating load);
 - B. meets the requirements in NEEP's Cold Climate Air-Source Heat Pump Specification (NEEP, 2017 or more recent; ask your Participating HVAC Contractor for a copy of this specification); and
 - C. has an indoor coil that is listed on the "Eligible Cold Climate ASHP and Cold Climate ASHP Coil List" (ask your Participating HVAC Contractor for a copy of such list).
- (k) Adaptive Thermostat Incentive:
- To be eligible for an adaptive thermostat incentive of \$50, you must:
- (i) satisfy all of the eligibility requirements listed in Section 1(a) above; and
 - (ii) install a new web-enabled thermostat with heat pump lockout temperature control that is listed on an "Eligible Adaptive Thermostat List" (ask your Participating HVAC Contractor for a copy of such list), in a home or business with a ducted electric heating system (i.e. central electric furnace) or ducted ASHP.

Measures that meet the above related requirements are herein referred to as "**Eligible HVAC Measures**". YOU ARE RESPONSIBLE FOR ENSURING THAT YOU, YOUR LOCATION OR BUSINESS AND THE EQUIPMENT YOU PURCHASE FOR INSTALLATION SATISFY ALL OF THE ELIGIBILITY REQUIREMENTS. YOU ARE STRONGLY ENCOURAGED TO REVIEW THE INITIATIVE DETAILS AND REQUIREMENTS AT:

<https://www.saveonenergy.ca/Consumer/Programs/HVAC-Rebates>.

IF ANY ELIGIBILITY REQUIREMENTS ARE NOT MET, YOUR INCENTIVE APPLICATION WILL BE REJECTED OR YOU MAY BE REQUIRED TO REPAY ANY AMOUNTS YOU RECEIVE UNDER THE INITIATIVE.

By applying for the Initiative, you represent and warrant that you have met the above related eligibility requirements in respect of the Eligible HVAC Measures for which you apply to the Initiative.

2. No IESO, LDC or Green Ontario Fund Endorsement

You agree that you have independently selected or will independently select your Participating HVAC Contractor and have done or will do all things that are appropriate to assess your Participating HVAC Contractor's suitability and qualifications. You have properly contracted or will properly contract with your Participating HVAC Contractor for the services and products required, including where appropriate, seeking legal advice.

YOU AGREE AND ACKNOWLEDGE THAT: (i) YOUR PARTICIPATING HVAC CONTRACTOR IS NOT A REPRESENTATIVE OR AGENT OF THE IESO, YOUR LDC OR THE GREEN ONTARIO FUND, (ii) YOUR PARTICIPATING CONTRACTOR HAS NO AUTHORITY TO ACT ON BEHALF OF OR BIND IESO, YOUR LDC OR THE GREEN ONTARIO FUND, AND (iii) IESO, YOUR LDC, THE GREEN ONTARIO FUND, AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SERVICE PROVIDERS OR HEIRS OR ASSIGNS (COLLECTIVELY, "INITIATIVE OPERATORS") MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ABOUT THE INITIATIVE, NOR DO THEY ENDORSE ANY PARTICIPATING HVAC CONTRACTOR, AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO, AND ASSUME NO RESPONSIBILITY FOR, THE CONDUCT, PRODUCTS OR SERVICES OF, OR PROVIDED BY, OR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, COSTS OR LOSSES, CLAIMS OR LIABILITIES ARISING AS A RESULT OF, ANY PARTICIPATING HVAC CONTRACTOR OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY ACT OR OMISSIONS OF ANY INITIATIVE OPERATOR.

ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE ARE HEREBY DISCLAIMED.

3. Incentive Submission Information

Your Participating HVAC Contractor will fill out your incentive application on-line, however, it is your responsibility to submit your incentive application to the IESO. If you provide your e-mail address, you will receive an e-mail asking you to review the information and confirm that the information set out in the incentive application is correct. If you do not provide your e-mail address, your Participating HVAC Contractor will provide you with a paper copy. You must confirm that the information set out in the incentive application is correct, and you must mail or fax the incentive application to the IESO at the address below.

Please verify the incentive application information carefully. Information (including your name) in the incentive application can be changed only by contacting the IESO at 1-877-688-3062. The IESO may request additional verification.

Whether your incentive application is submitted on-line or by mail, you must also mail, fax or e-mail in a copy of your proof of purchase (e.g., a copy of the Participating HVAC Contractor's invoice), which such proof of purchase will show: the Participating HVAC Contractor's name, the Ontario address at which the Eligible HVAC Measure was installed, the date of installation, your name, the description, model number and serial number (where applicable) of the Eligible HVAC Measure, the AHRI reference number, if applicable, and the full amount actually paid by you for the Eligible HVAC Measure and installation thereof, all of which must be clearly legible to be valid.

If you submit your incentive application by mail, you should submit your proof of purchase in the same envelope.

You should keep the original invoice(s) provided to you by the Participating HVAC Contractor in case you need warranty service. Any documentation submitted to the IESO or its agents will not be returned.

Paper incentive applications and copies of proof of purchase must be sent to: Attention: Save on Energy Incentives, 30 Commercial Road, Toronto, ON M4G 1Z4.

By applying for the Initiative incentive, you represent and warrant to the IESO that:

- (a) you *bona fide* purchased the Eligible HVAC Measure for installation at the price stated on the proof of purchase for end-use at the Location;
- (b) you have submitted only one incentive application for the Eligible HVAC Measure;
- (c) you comply with all of these Terms and Conditions, including the Eligibility Requirements; and
- (d) all information contained in your incentive application is complete, true and accurate.

You are responsible for ensuring that your incentive application and proof of purchase is: (a) post-marked or date-stamped, or (ii) in the case of an incentive application submitted on-line, received by the IESO, no later than April 30th for Eligible HVAC Measures installed in the prior 12-month period ending on March 31st. Incentive applications received after that time will not be accepted. The IESO is not responsible for lost, late, or misdirected incentive applications or proofs of purchase.

4. Incentive Payment

The Initiative incentives will be issued in the form of a cheque payable in Canadian funds to the participant named in the incentive application and mailed to the address stated therein. Incentive cheques must be cashed within 6 months of issuance. **PLEASE ALLOW 8-12 WEEKS FOR DELIVERY from the date you submit your proof of purchase to receive the incentive.**

You may check the status of your incentive application on-line at the link available at the Save on Energy website: <https://www.saveonenergy.ca/Consumer/Programs/HVAC-Rebates/Customer-incentive-lookup.aspx> or by calling the IESO call centre at 1-877-688-3062.

5. Freedom of Information and Protection of Privacy

IESO's Legal Authority to Collect Personal Information

- (a) IESO is a not-for-profit corporation without share capital established under the *Electricity Act, 1998*. The *Ontario Energy Board Act, 1998* and sections 6(1)(i) and 6(1)(p) of the *Electricity Act, 1998*, give IESO the authority to collect personal information about you and your energy-related activities. IESO complies with the privacy protection rules contained in Ontario's *Freedom of Information and Protection of Privacy Act* (FIPPA). IESO has been directed by the Minister of Energy to administer the Initiative on behalf of the Ontario Government and the Green Ontario Fund.

Purpose for Collection

- (b) IESO will collect and use information about the Participant in order to:
 - (i) administer the Initiative;
 - (ii) evaluate the impact of the Initiative, including the calculation of electricity savings, demand savings, natural gas savings, and greenhouse gas emissions reductions associated with such savings;
 - (iii) communicate with the Participant;
 - (iv) administer, monitor and verify compliance with these Terms and Conditions; and
 - (v) develop and implement other energy efficiency and greenhouse gas reduction programs.

Information Collected

- (c) Information for this Initiative is collected from the Participant through the Participating HVAC Contractor who, on behalf of the Participant, enters the Participant incentive application through the Incentive portal hosted by the IESO's service provider. Information collected includes: contact information, approximate size and age of the home, product and installation details (including product serial number if applicable), type and age of household heating and cooling systems and LDC account number. The Participant is responsible for verifying the information on the incentive application submitted by the Participating HVAC Contractor.

To determine eligibility for an incentive, IESO (or its service provider) will use the Participant's name and address, information about the specific Eligible HVAC Measure that was installed, proof of purchase, and before and after photographs. If the Participant contacts one of the IESO's call centres, IESO will collect the information the Participant discloses so that IESO can respond to the Participant's questions or comments. IESO will make an audio recording of the Participant's call for quality control purposes. In the course of conducting surveys, studies, audits, evaluations or verifications in connection with the Initiative, Initiative Operators may collect information directly from the Participant or require reasonable access to your records and premises.

Information submitted through the incentive application (name, address, and eligible measure) will be matched against information collected by IESO from other energy conservation programs offered through local utility companies to ensure that a Participant does not receive more than one rebate for having installed the same measure. This matching process will result in limited information being shared between IESO and local utilities companies.

Sharing of Personal Information with Third Parties

- (d) IESO will disclose to the Participant's LDC limited information about the Participant. LDC access to the Participant's data is required in connection with the Save on Energy Program so the LDC can allocate savings towards their electricity savings target to which they are entitled and to develop and promote other energy conservation programs. Data disclosed to LDCs will be limited to only data about the Participant(s) that are existing customers of that particular LDC. Participant information disclosed to/accessible to LDCs will be limited to customer name, customer address, customer contact information, Eligible HVAC Measure that was installed, including date of installation and energy savings achieved.
- (e) IESO may provide the Participant's personal information to the Green Ontario Fund, to be used for the same purposes that IESO collected the information. The Participant may access or obtain a copy of Green Ontario Fund's privacy policy at <https://www.ontario.ca/page/privacy-statement> or contact Green Ontario Fund at:

Green Ontario Fund
c/o Ministry of the Environment and Climate Change
Attention: Director, Environmental Innovations Branch
40 St. Clair Avenue West, 14th Floor
Toronto, Ontario M4V 1M2
Phone: 416-325-8068

The Green Ontario Fund is a corporation without share capital established by Ontario Regulation 46/17 (the "Regulation") under the *Development Corporations Act*. Section 5 of the Regulation requires the Green Ontario Fund to develop programs to reduce greenhouse gas emissions from buildings (including residences) and the production of goods, and monitor the outcomes of such programs. Section 5 of the Regulation provides legislative authority to undertake collections of personal information that are necessary for the Green Ontario Fund to meet its legislative mandate. The Green Ontario Fund complies with the privacy protection rules contained in FIPPA.

- (f) IESO may disclose information about the Participant and the Participant's participation in the Initiative for regulatory or audit purposes or otherwise as permitted by law, including to the Participant's LDC, Green Ontario Fund, the Ministry of the Environment and Climate Change and the Ministry of Energy.
- (g) In order to administer the Initiative, IESO may authorize service providers to collect the Participant's information on IESO's behalf and may transfer other personal information about the Participant to such organizations or other third parties who provide services on IESO's behalf. For example, IESO will use service providers to operate the Initiative incentive submission portals, administer incentive payments and operate the Initiative-related call centers and process complaints. These service providers and third parties are not authorized by IESO to use or disclose the Participant's information collected on IESO's behalf except as necessary to perform services on IESO's behalf or to comply with legal requirements. Service providers are required to maintain administrative, technical and physical safeguards to protect against unauthorized disclosure, use, alteration and destruction of the Participant's personal information in their possession.

Participant's Privacy Choices

- (h) The Participant can make the following choices in relation to the Initiative:
 - (i) whether to participate in the Initiative; and
 - (ii) selection of preferred Participating HVAC Contractor.

Access to and Correction of Personal Information

- (i) IESO will, upon written request, provide the Participant with access to the Participant's personal information collected by IESO or on IESO's behalf and an opportunity to request that IESO update or correct information that is demonstrated to be inaccurate. These rights are subject to certain exemptions under FIPPA, such as when disclosure would reveal someone else's personal information.

IESO Privacy Contact Information

- (j) If the Participant would like to access, update or correct personal information, or if the Participant has any questions or concerns about IESO's privacy practices, the Participant's personal information or the administration of the FIPPA, the Participant may contact IESO at:

Independent Electricity System Operator
Attention: Privacy Officer
120 Adelaide Street West, Suite 1600
Toronto, ON M5H 1T1
Phone: 416-969-6277
Fax: 416- 969-6383
E-mail: privacy@ieso.ca

For information about IESO's general personal information practices, the Participant may access IESO's privacy policy at www.ieso.ca/en/privacy.

6. Notice

Any misrepresentation, failure to meet the Eligibility Requirements set out in Section 1 or other requirements set out in these Terms and Conditions, or submission of multiple incentive claims or any other fraud will void your participation in the Initiative and you will be required to repay any amounts received under the Initiative. This offer cannot be combined with any other offer.

All claims are subject to review and approval by IESO or its agent. Late, non-compliant, improperly submitted or incomplete incentive claims, as determined by the IESO at its sole discretion, will be rejected.

The IESO reserves the right to cancel the Initiative at any time at its sole discretion. Incentive submissions for services performed during the term of the Initiative prior to the date of such cancellation and submitted within 30 days after cancellation of the Initiative will be honoured.

7. Environmental Attributes

- (a) You agree that all right, title and interest in and to all benefits or entitlements associated with decreased environmental impacts now or in the future, direct or indirect, arising as a result of, relating to or in connection with the electricity savings for which an Initiative incentive has been paid, and the right to quantify and register these, including any energy efficiency certificate, renewable energy certificate, credit, reduction right, offset, allocated pollution right, emission reduction allowance (collectively, the "**Electricity Savings Environmental Attributes**") will be allocated on a proportional basis, with the IESO owning an amount equal to the total quantity of Electricity Savings Environmental Attributes multiplied by the Environmental Attribute Funding Percentage (the result being the "**IESO Environmental Attributes**") and you owning the remaining quantity of Environmental Attributes (the "**Participant Environmental Attributes**"), where Environmental Attribute Funding Percentage means, in respect of an Eligible HVAC Measure(s) purchased and installed by you under these Terms and Conditions, the total incentive amount paid to you and funded by the IESO in respect of such Eligible HVAC Measure(s), divided by the total amount of actual costs incurred by you that meet any eligibility requirements for such costs set out under these Terms and Conditions, multiplied by 100, and expressed as a percentage.
- (b) You will notify the IESO in writing prior to assigning, transferring, encumbering, submitting for compliance purposes, trading or otherwise using (collectively, "**realizing**") any of the Participant Environmental Attributes, with such notice to include: (i) the quantity of Participant Environmental Attributes to which you believe you are entitled; (ii) the quantity of Electricity Savings Environmental Attributes and the Environmental Attribute Funding Percentage used to determine the quantity of Participant Environmental Attributes; and (iii) supporting calculations and data used to determine the total quantity of Electricity Savings Environmental Attributes and the Environmental Attribute Funding Percentage.

- (c) You agree that all right, title and interest in and to all benefits or entitlements associated with the IESO Environmental Attributes are hereby transferred and assigned by you to, or to the extent transfer or assignment is not permitted, held in trust for, the IESO and its successors and assigns.
- (d) The IESO will be entitled, unilaterally and without your consent, to deal with such IESO Environmental Attributes in any manner it determines. You acknowledge that the IESO will contact you prior to realizing on any of the IESO Environmental Attributes.
- (e) You agree that you will, from time to time, upon written direction of the IESO, take all such actions and do all such things necessary to:
 - (i) effect the transfer and assignment to, or holding in trust for, the IESO, all rights, title, and interests in all IESO Environmental Attributes; and
 - (ii) certify, obtain, qualify, and register with the relevant authorities or agencies IESO Environmental Attributes that are created and allocated or credited pursuant to applicable laws and regulations from time to time for the purposes of transferring such IESO Environmental Attributes to the IESO. You will be entitled to reimbursement by the IESO of the cost of complying with such a direction, provided that the IESO, acting reasonably, has approved such cost of compliance in writing prior to it being incurred by you and provided that such reimbursement will be limited to an amount equal to: (x) the total amount of such costs of compliance that have been approved in advance by the IESO, multiplied by (y) the applicable Environmental Attributes Funding Percentage.
- (f) You agree to provide such information and cooperation as may be reasonably requested by the IESO for the purposes of confirming the allocation of Electricity Savings Environmental Attributes following a notification under Section 7(b) or 7(d) above.

8. Limitation of Liability

None of the Initiative Operators will be liable for any injury, damage or loss to persons or property, including without limitation any economic loss, loss of goodwill, loss of profit or any direct, indirect, special or consequential damages, and any costs, losses, expenses, fines, liabilities, obligations, actions, causes of action, suits, proceedings, debts, penalties and demands arising therefrom or connected herewith, of any nature or kind whatsoever, arising from or related to the Initiative, or from any actions, omissions, negligence or misconduct by the Initiative Operators or Participating HVAC Contractors, and the Participant hereby releases the Initiative Operators, from and against any of the foregoing.

9. Evaluation, Monitoring and Verification: Audit

You represent, warrant and covenant that you will participate in any follow up surveys, studies, audits, evaluations or verifications conducted by the Initiative Operators in connection with the Initiative, including for the purpose of proper administration, monitoring and verification of these Terms and Conditions or evaluation of the Initiative, and upon receiving reasonable notice will provide to the Initiative Operators reasonable access to your records and premises for such purposes.

10. No Representation as to Savings

None of the IESO nor Green Ontario Fund nor any of their respective representatives make any representation or guarantee as to any actual energy or financial savings that will result from the Participant's participation in this Incentive; actual savings will vary and will depend on a variety of factors. Without limiting the generality of the foregoing, the Participant acknowledges and agrees that: participation in this Initiative is based upon their own assessment of the Eligible HVAC Measure(s) and not on any reliance on anticipated or projected results, and that such installation and use may not result in the achievement of any energy or financial savings, which are expressly disclaimed by IESO and Green Ontario Fund.

11. Miscellaneous

Except as otherwise provided, these Terms and Conditions constitute the entire agreement between you and the IESO in connection with its subject matter and supersedes all prior representations, communications, negotiations and understandings, whether oral, written, express or implied, concerning the subject matter of these Terms and Conditions. These Terms and Conditions may not be varied, amended or supplemented except by an agreement in writing signed by both you and the IESO. These Terms and Conditions will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. These Terms and Conditions will enure to the benefit of, and be binding upon, you and the IESO and the respective successors and permitted assigns of you and the IESO. These Terms and Conditions will not be assigned by you to another person. You will, from time to time, on written request by IESO, 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 will remain in full force and effect. The insertion of headings is for convenience of reference only and will not affect the interpretation of these Terms and Conditions. The terms "hereof", "hereunder", and similar expressions refer to these Terms and Conditions and not to any particular Section or other part of these Terms and Conditions. Unless otherwise indicated, any reference in these Terms and Conditions to a Section refers to the specified section of these Terms and Conditions. The word "including" means "including without limitation", and the words "include" and "includes" have a corresponding meaning.

12. Third Party Beneficiaries.

Except as provided in Sections 2, 5, 8 and 9, these Terms and Conditions are solely for the benefit of:

- (a) the IESO, and its successors and assigns, with respect to your obligations under these Terms and Conditions, and
- (b) you and your successors with respect to the obligations of the IESO under these Terms and Conditions.

These Terms and Conditions will not be deemed to confer upon or give to any other person any claim or other right or remedy. You appoint the IESO as the trustee for the LDC and the other Initiative Operators of the applicable provisions set out in these Terms and Conditions, including Sections 2, 5, 8 and 9.

I have read, understand and agree to these Terms and Conditions, including the processing of my information as set out above.