Terms of Use

Acceptance of these Terms and Conditions

The terms and conditions set out herein (the "Terms and Conditions") constitute a legal agreement between you and energyX Solutions Inc.("energyX"), the owner and operator of the Applications www.energyxsolutions.com and the application MyEnergyExpert (collectively the "Applications"), regarding your access to and use of the Applications. EnergyX reserves the right, in its sole discretion and without prior notice or liability, to change, modify, add to, or delete any of these Terms and Conditions at any time. It is your responsibility to ensure that you review these Terms and Conditions regularly to stay current on such updates or modifications. Your access or use of the Applications or the content contained therein after such updated or modified Terms and Conditions have been posted signifies your acceptance of the Terms and Conditions, as updated or modified. Each time you use the Applications you are agreeing to these Terms and Conditions as it then reads. If you do not agree with any of the Terms and Conditions vou may not access or use the Applications.

The websites of our affiliates, channel partners and service providers (collectively "Partners") may be subject to their own terms and conditions, which shall apply in addition to these Terms and Conditions. Services or initiatives provided by energyX (the "Services") and/or delivered by our Partners will also be subject to their own terms and conditions. WHILE ENERGYX ENDEAVOURS TO ENSURE THAT THE DESCRIPTIONS of ENERGYX'S SERVICES AND INITIATIVES AND THOSE PROVIDED BY ITS PARTNERS ON THE APPLICATIONS ARE CORRECT, IN THE EVENT OF A CONFLICT BETWEEN THESE TERMS AND CONDITIONS, OR ANY OTHER AGREEMENT RELATING TO THE SERVICES OR OTHERWISE (the "AGREEMENTS") FOR A PARTICULAR SERVICE, THESE TERMS AND CONDITIONS AND THE AGREEMENTS SHALL TAKE PRIORITY OVER THE APPLICATIONS. You are wholly responsible for obtaining (whether from the Applications or otherwise), reviewing and complying with all additional Service terms and Conditions or Agreements.

Permission to Use the Applications

You are only authorized to access or use the Applications if you agree to abide by all applicable local, provincial, national, or international laws, rules, and regulations, and to these Terms and Conditions. You may not use the Applications if you live in a jurisdiction where laws (whether common or statutory) would: (i) void these terms in whole or in any essential part (the essential parts being at least, but not only, the provisions relating to the governing law, the disclaimer and the limitation of liability); or (ii) render accessing or using the Applications or its content illegal. It is solely your responsibility to determine whether your use of the Applications is lawful. The Applications is designed for use in the province of Ontario, Canada.

Non-Endorsement of Products, Manufacturers, Processes

EnergyX does not provide any warranties or guarantees, whether express or implied, for the use of any product, retrofit or process, nor does it assume any liability therefor and it is your responsibility to perform any due diligence you deem appropriate with respect to any Services you are contracting for.

Applications Content Modifications

You agree that energyX may at any time, in its sole discretion and without prior notice or liability, either temporarily or permanently discontinue or modify any aspect of the Applications or their content. It is your responsibility to ensure that you are accessing the most current version of the Applications.

Disclaimer

THE APPLICATIONS AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WHILE THE IESO ENDEAVOURS TO PROVIDE INFORMATION THAT IS CORRECT, ACCURATE AND TIMELY, ENERGYX DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH RESPECT TO THE APPLICATIONS AND THE CONTENT WHETHER EXPRESS, IMPLIED OR COLLATERAL OR WHETHER ARISING BY STATUTE, COURSE OF DEALING, CUSTOM OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION: (I) THAT THE CONTENT CONTAINED WILL BE FIT FOR A PARTICULAR PURPOSE; (II) THAT THE APPLICATIONS OR CONTENT WILL BE ACCURATE, COMPLETE, CURRENT, RELIABLE, OR TIMELY; (III) THAT THE APPLICATIONS WILL BE AVAILABLE OR THAT OPERATION OF THE APPLICATIONS WILL BE UNINTERRUPTED OR ERROR-FREE; (IV) THAT DEFECTS OR ERRORS IN THE APPLICATIONS OR THE CONTENT (BE THEY HUMAN OR COMPUTER ERRORS) WILL BE CORRECTED; (V) THAT THE APPLICATIONS WILL BE FREE FROM VIRUSES OR HARMFUL COMPONENTS; AND (VI) THAT COMMUNICATIONS TO OR FROM THE APPLICATIONS WILL BE SECURE OR NOT INTERCEPTED. THE USE OF THE APPLICATIONS AND THE CONTENT IS ENTIRELY AT YOUR OWN RISK.

Limitation of Liability

SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL ENERGYX OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES, BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGES IN THE NATURE OF, OR RELATING TO, LOST REVENUE, LOST PROFIT, LOSS OF EXPECTED SAVINGS, BUSINESS INTERRUPTION, INACCURATE INFORMATION. REPUTATION OR GOODWILL. OR ANY OTHER LOSS INCURRED IN CONNECTION WITH THE USE OR MISUSE OF THE APPLICATIONS, THE CONTENT, ANY LINKED SITES, OR THE SERVICES, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF IESO KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF CERTAIN WARRANTIES AND THE LIMITATION OF CERTAIN LIABILITIES IS PROHIBITED IN SOME JURISDICTIONS. THESE STATUTORY PROHIBITIONS MAY APPLY TO YOU.

Ownership and Licence

You acknowledge that the Applications and the content, including any trade-marks, maps, forms, information, software, photos, video, text, graphics or other material, available on the Applications are protected under Canadian and international copyright laws and other intellectual property laws. Your use of the Applications or its content does not transfer to you

any ownership or other rights in the Applications or its contents. Except as expressly provided in these Terms and Conditions, any reproduction, retransmission, distribution, republication, modification, adaptation, translation of, creation of derivative works based on, exploitation of, or participation in the transfer or sale of the Applications or the content, in whole or in part, and any decompilation, disassembly, reverse engineering or other exploitation of the Applications or their content is strictly prohibited. Subject to these Terms and Conditions, you are granted a limited, non-transferable and non-exclusive license to access, view and use the Applications and the content, and to download, store, and print single copies of items comprising the content, solely for the purposes described in these Terms and Conditions, provided that you do not modify any of the content of the Applications and you do not remove or alter any copyright, marks, disclaimers, or other notices contained in such content. This license is revocable by energyX at any time without notice, with or without cause.

You may not interfere or attempt to interfere with the proper working of the Applications or any link related thereto. You may not take any action that compromises the integrity of the Applications or content, including without limitation information or data related thereto, or the operation of energyX's computer systems. Except as expressly provided in these Terms and Conditions, the Applications and its content may not be copied, imitated, reproduced, republished, uploaded, posted, transmitted, modified, indexed, catalogued, mirrored, framed, or distributed in any form or by any means, in whole or in part, without the express written consent of energyX

If you violate any provision of these Terms and Conditions, your permission to use the Applications and the content automatically terminates and you must immediately cease use of the Applications and destroy any copies you have made of any content.

Site Links

The Applications may include links to other internet sites maintained by third parties, ("**Linked Sites**"). EnergyX provides access to Linked Sites solely as a convenience to you. EnergyX has no control over Linked Sites and you acknowledge and agree that the inclusion of Linked Sites does not imply endorsement by energyX of Linked Sites or of any content, advertising, products or other material available from Linked Sites. For greater certainty, energyX shall not be held responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any Linked Sites.

Use Of Communication Services

The Applications may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

• Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

EnergyX has no obligation to monitor the Communication Services. However, energyX reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. EnergyX reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

EnergyX reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in energyX's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. EnergyX does not control or endorse the content, messages or information found in any Communication Service and, therefore, energyX specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Materials Provided to energyX or Posted at any energyX Applications

EnergyX does not claim ownership of the materials you provide to energyX (including feedback and suggestions) or post, upload, input or submit to the Applications or to the applications of its Partners (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting energyX and its Partners permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. EnergyX is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in energyX's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions. You grant us permission to use your Submissions as described in this document and in the Privacy Policy, and this permission extends to trusted third parties that we work with.

General

These Terms and Conditions shall be construed and governed by the laws of the Province of Ontario and the laws of Canada applicable therein, and each party further consents to the exclusive jurisdiction of the courts of Ontario. These Terms and Conditions will ensure to the benefit of and be binding upon the parties, their successors, administrators, heirs, and permitted assigns. If any provision of these Terms and Conditions is held to be invalid or unenforceable to any extent, then the provision will be deemed to be severed from these Terms and Conditions and the remainder of these Terms and Conditions will continue in full force and effect.

You may not assign these Terms and Conditions or the rights under these Terms and Conditions. EnergyX may assign these Terms and Conditions and its rights under these Terms and Conditions without your consent. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms and Conditions, or to exercise any right under these Terms and Conditions, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and will remain in full force and effect. No consent or waiver by any party to or of any breach or default by any other party in its performance of its obligations under these Terms and Conditions will be effective unless it is in writing and signed by all parties, and, unless otherwise provided, will be limited to default the specific breach waived. or

The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en anglais.

Any rights not expressly granted by this Agreement are reserved to energyX.