



# **uTrack Energy**

## **Conditions of Service**

February 19th, 2025

<b>1 Introduction.....</b>	<b>3</b>
1.1 Identification of uTrack.....	3
1.2 Related Codes and Governing Laws.....	3
1.3 Interpretation.....	3
1.4 Amendments and Changes.....	3
1.5 Contact Information.....	4
<b>2 Security Deposit.....</b>	<b>4</b>
2.1 Security Deposit Requirements.....	4
2.2 Waiver of Security Deposit.....	5
2.3 Security Deposit Amount.....	6
2.4 Payment by Installments.....	8
2.5 Security Deposit Interest.....	8
<b>3 Billing and Payment.....</b>	<b>8</b>
3.1 Billing Cycle.....	8
3.2 Issuance of Bills.....	8
3.3 Payment Requirements.....	9
3.4 Collection.....	9
3.5 Billing Errors.....	10
<b>4 Disputes.....</b>	<b>11</b>
4.1 Dispute Resolution Process.....	11
4.2 Measurement Disputes.....	12
<b>5 Disconnections and Reconnections.....</b>	<b>12</b>
5.1 Disconnection Rights.....	12
5.2 Disconnection for Non-Payment.....	14
5.3 Reconnection Procedures.....	15
<b>6 Consumer and uTrack Rights and Obligations.....</b>	<b>16</b>
6.1 Consumer Rights.....	16
6.2 uTrack Rights.....	16
6.3 Contracts and Implied Contracts.....	17
6.4 Utility Supply.....	18
<b>7 General.....</b>	<b>19</b>
<b>8 Utility Supply Interruptions.....</b>	<b>20</b>
8.1 No Consequential Damages.....	20
8.2 Force Majeure.....	20
<b>9 Tariffs and Charges.....</b>	<b>21</b>
9.1 Fee schedule:.....	21

# 1 Introduction

These Conditions of Service set out the terms and conditions upon which uTrack<sup>®</sup> Energy Inc. (“uTrack”) provides utility sub-metering services (which may include meter installation, operation, reading, billing and/or collection activities) to residential and commercial customers.

## 1.1 Identification of uTrack

uTrack is a corporation existing under the laws of the Province of Ontario and provides unit sub-metering services to multi-residential and commercial customers in Canada. uTrack is licensed by the Ontario Energy Board (the “OEB”) as a sub-metering provider and holds a Unit Sub-metering License issued by the OEB.

## 1.2 Related Codes and Governing Laws

uTrack conducts its sub-metering operations in accordance with all applicable laws, regulations, and codes, including but not limited to the provisions of the latest editions of the Electricity Act, 1998, Ontario Energy Board Act, 1998, and OEB Unit Sub-Metering Code (the “Applicable Laws”).

## 1.3 Interpretation

**1.3.1** The division of these Conditions of Service into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the Conditions of Service.

**1.3.2** Words referring to the singular include the plural and vice versa.

**1.3.3** Words referring to a gender include any gender.

## 1.4 Amendments and Changes

**1.4.1** These Conditions of Service shall be deemed to have been automatically amended to the minimum extent necessary to achieve compliance with all Applicable Laws.

**1.4.2** These Conditions of Service supersede any previous Conditions of Service document and form part of any agreement between uTrack and its customers.

**1.4.3** In the event of changes to these Conditions of Service, uTrack will provide notice of same before they become effective and post the updated version of the Conditions of Service on its website. Upon request, uTrack will provide a copy of these Conditions of Service to any person requesting it.

**1.4.4** These Conditions of Service and any amendments hereto shall form part of any contract between uTrack and a Consumer, including a Utility Services Contract.

## 1.5 Contact Information

Consumers may contact uTrack using one of the following methods:

Telephone: +1 (647) 933-0336

Email: [support@utrack.energy](mailto:support@utrack.energy)

Mailing Address: 5775 Yonge Street  
Unit 1902, Mailbox 34  
North York, ON  
M2M 4J1

## 2 Security Deposit

### 2.1 Security Deposit Requirements

**2.1.1** A security deposit may be required as a condition of uTrack providing or continuing to provide services to the Consumer. This deposit is required to provide security of payment for the Consumer's account.

In managing Consumers' non-payment risk, uTrack will not discriminate among Consumers with similar risk profiles or risk-related factors except where expressly permitted under the Ontario Energy Board's Unit-Sub-Metering Code (the "Code").

uTrack may require a security deposit from the Consumer unless the Consumer has a good payment history of 1 year in the case of a residential Consumer or 3 years in the case of a non-residential Consumer.

**2.1.2** Forms of the Security Deposit: Security deposits must be paid to uTrack using one of the following methods:

- (i) cash;
- (ii) cheque;

- (iii) money order;
- (iv) bank draft;
- (v) an automatically renewing, irrevocable letter of credit from a bank as defined in the Bank Act, S.C. 1991, c. 46; or
- (vi) any other form as is acceptable to uTrack.

**2.1.3** uTrack will provide advance public notice of any changes to its security deposit policy set out in these Conditions of Service. Notice shall be, at a minimum, provided to each Consumer by means of a note on and/or included with the Consumer's Invoice.

## **2.2** Waiver of Security Deposit

**2.2.1** The security deposit may be waived for a residential customer based on the following criteria:

- (a) Consumer chooses to go on Pre-Authorized Payment
- (b) The Consumer has a good payment history based on the most recent Consumer history with some portion in the most recent 24 months, during which time the Consumer has:
  - had no more than one (1) notice of disconnection;
  - AND
  - had no more than one (1) payment returned for insufficient funds;
  - AND
  - had no Disconnect/Collect Trip.
- (c) For the purposes of providing proof of good payment history, the Consumer may provide a letter from an electricity or gas distributor in Canada confirming good payment history. The letter must contain information consistent with the good payment criteria described in this document.

**2.2.2** Despite section 2.2.1 (a) uTrack may require a security deposit from the Consumer if within 12 months of enrollment in a pre-authorized payment plan,

- (a) the Consumer terminates the plan;
- (b) the Consumer receives more than one disconnection notice from the unit sub-meter provider;
- (c) more than one payment by the Consumer has been returned for insufficient funds; or

(d) a disconnect/collect trip has occurred.

**2.2.3** If any of the preceding events occur due to an error by uTrack or another sub-metering provider, the Consumer's good payment history shall not be affected.

**2.2.4** uTrack will advise a residential Consumer that the security deposit requirement will be waived for an eligible low-income consumer. The Consumer will be required to verify his/her low-income eligibility by confirmation from a Social Service Agency or Government Agency. Where uTrack is advised by a LEAP Intake Agency that the agency is assessing the Consumer for eligibility as an eligible low-income Consumer, the due date for payment of the security deposit shall be extended for at least 21 days pending the eligibility decision of the LEAP Intake Agency.

## **2.3 Security Deposit Amount**

**2.3.1** The maximum amount of a security deposit that uTrack may require a Consumer to pay shall be calculated in the following manner:

(a) by multiplying uTrack's billing cycle factor by the Consumer's estimated Invoice based on the Consumer's average monthly load with uTrack during the most recent 12 consecutive months within the past 2 years, and

(b) where relevant usage information is not available for the Consumer for 12 consecutive months within the past 2 years, or where uTrack does not have systems capable of making the above calculation, the Consumer's average monthly load shall be based on a reasonable estimate made by uTrack.

**2.3.2(a)** The billing cycle factor for electricity consumers is:

(a) 2.5 if the Consumer is billed monthly;

(b) 1.75 if the Consumer is billed bi-monthly

(c) 1.5 if the Consumer is billed quarterly

**2.3.2(b)** The billing cycle factor for other utilities other than electricity is 2.5

**2.3.3** Where a Consumer has a payment history that discloses more than one disconnection notice in a relevant 12-month period, uTrack may use that Consumer's highest actual or estimated monthly load for the most recent 12 consecutive months within the past 2 years for the purposes of making the calculation of the maximum amount of security deposit.

**2.3.4** uTrack shall review every Consumer's security deposit at least once in a calendar year to determine whether the entire amount of the security deposit is to be

returned to the Consumer as the Consumer is now in a position that it would be exempt from paying a security deposit had it not already paid a security deposit, or whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit.

**2.3.5** A Consumer may, no earlier than 12 months after the payment of the entire amount of a security deposit or the making of a prior demand for a review, demand in writing that uTrack undertake a review to determine whether the entire amount of the security deposit is to be returned to the Consumer, as the Consumer is now in a position that it would be exempt from paying a security deposit, had it not already paid a security deposit, or whether the amount of the security deposit is to be adjusted based on a re-calculation of the maximum amount of the security deposit.

**2.3.6** Where uTrack determines in conducting a review that some or all of the security deposit is to be returned to the Consumer, uTrack shall promptly return this amount with interest to the Consumer by crediting the Consumer's account.

**2.3.7** If after review it is determined that the security deposit needs to be adjusted upward, the amount required to bring the security deposit up to date will be added to the next regular Invoice and is payable by the due date of that Invoice. As with all outstanding balances payment arrangements that are satisfactory to uTrack may be made, uTrack shall permit the Consumer to pay the adjustment amount in equal installments paid over a period of at least 6 months upon request.

**2.3.8** uTrack shall return any security deposit received from the Consumer upon closure of the Consumer's account, subject to uTrack's right to use the security deposit to set off other amounts owed by the Consumer to uTrack. The security deposit shall be returned within six weeks of the closure of an account.

**2.3.9** Where all or part of a security deposit has been paid by a third party on behalf of a Consumer, uTrack shall return the amount of the security deposit paid by the third party, including interest, where applicable, to the third party. This obligation shall apply where and to the extent that:

- (a) the third party paid all or part (as applicable) of the security deposit directly to uTrack;
- (b) the third party has requested, at the time the security deposit was paid or within a reasonable time thereafter, that uTrack return all or part (as applicable) of the security deposit to them rather than to the Consumer; and

(c) there is not then any amount overdue for payment by the Consumer that uTrack is permitted to offset using the security deposit.

**2.3.10** uTrack will not issue a disconnection notice to a residential Consumer for non-payment unless uTrack has first applied any security deposit held on the account against any amounts owing at that time and the security deposit was insufficient to cover the total amount owing. uTrack may request that the Consumer repay the amount of the security deposit that was applied

## **2.4** Payment by Installments

Non-Residential Consumers may pay their security deposit in four equal monthly installments.

uTrack shall permit a Residential Consumer to provide a security deposit in equal installments paid over six months.

A Consumer may, in its discretion, choose to pay the security deposit over a shorter time period. Where a residential Consumer has paid a security deposit in installments, the Consumer shall not be entitled to request a review of the security deposit until 12 months after the first installment was paid.

In the case of non-Electricity Utilities, uTrack may, at its discretion, require a security deposit to be paid in any amount of monthly installments, including but not limited to, in full at the time of account creation.

## **2.5** Security Deposit Interest

Interest shall accrue monthly on security deposits made by way of cash or cheque commencing on receipt of the total security deposit required by uTrack.

The interest rate shall be at the prime lending rate as published on the Bank of Canada website less 2 percent, updated no less frequently than quarterly.

The interest accrued shall be paid out at least once every 12 months or on return or application of the security deposit or closure of the account, whichever comes first, and may be paid by crediting the account of the Consumer or otherwise.

Interest will not be paid on security deposits for utilities other than electricity.



## **3 Billing and Payment**

### **3.1 Billing Cycle**

uTrack may, at its option, render bills to its Consumers on either a monthly, every two months, quarterly or annual basis.

### **3.2 Issuance of Bills**

Bills may be sent by mail, made available over the Internet, or sent by email. If the bill is sent by mail, the bill is deemed to be issued on the third day after the date on which the bill is printed. If the bill is made available over the Internet, the bill is deemed to be issued on the date on which an email is sent to the Consumer notifying the Consumer that the bill is available for viewing over the internet. If the bill is sent by email, the bill is deemed to be issued on the date on which the email is sent. If the bill is sent by more than one of the above-described methods, the bill is deemed to be issued on whichever date of deemed issuance occurs last.

### **3.3 Payment Requirements**

**3.3.1** Bills are rendered for utility sub-metering services provided to the Consumer. Bills are payable in full by the due date, the minimum payment period shall be 20 calendar days after the bill was issued for electricity and/or gas bills.

**3.3.2** Bills not paid by the due date shall incur a flat fee and/or overdue interest charges. Where a partial payment has been made by the Consumer on or before the due date, the interest charge will apply only to the amount of the bill outstanding at the due date.

**3.3.3** If a bill is paid by mail, the payment is deemed to be received by uTrack three days prior to the date on which uTrack receives the payment. If a bill is paid at a financial institution or electronically, the payment is deemed to be received by uTrack on the date on which the payment is acknowledged or recorded by the Consumer's financial institution. If a bill is paid by credit card, the payment is deemed to be received by uTrack on the date and at the time that the charge is accepted by the financial institution issuing the credit card.

**3.3.4** Where uTrack issues a single bill to a Consumer for other services in addition to utility sub-metering services, uTrack will allocate any payment of such bill in accordance with the terms of any relevant agreements in respect of such joint billing, subject to and in accordance with Applicable Laws.

### **3.4 Collection**

**3.4.1** Outstanding bills are subject to uTrack's collection process and may ultimately lead to the Consumer's utility services being disconnected. Service will be restored once satisfactory payment has been made.

**3.4.2** uTrack may refer the Consumer's account to a collection agency for the remittance of an overdue invoice at any time past the due date.

**3.4.3** At least 3 days after a bill is overdue, an overdue notice will be issued to the Consumer to inform them of the next course of action. At least 7 days after the overdue notice is issued, a disconnection notice will be issued to the Consumer. The Consumer's account will be charged a disconnection notice fee at this time.

**3.4.4** The account overdue notice will be delivered to the Consumer by the Consumer's preferred method of communication, if known, or otherwise by mail or any other means determined to be appropriate by uTrack.

**3.4.5** Disconnection of service does not relieve the Consumer of any liability for arrears.

**3.4.6** Consumers will be required to pay additional charges for the processing of non-sufficient funds (N.S.F.) for cheques or other methods of payment.

**3.4.7** Residential Consumers may be eligible to enter into an arrears payment arrangement, the details of which are available by contacting uTrack.

### **3.5 Billing Errors**

**3.5.1** Where a Consumer has been over billed, the maximum period of over billing for which the Consumer is entitled to be repaid is two (2) years. Where a Consumer has been under billed, the maximum period of under billing for which uTrack is entitled to be paid is two (2) years.

**3.5.2** If a Consumer has been over-billed by an amount equal to or greater than the Consumer's average bill, the Consumer has the option of receiving a cheque or a credit on their next bill.

**3.5.3** If a Consumer has been over-billed and the amount is less than the Consumer's average bill, the Consumer will receive a credit on their next bill. If the Consumer has outstanding arrears, uTrack may apply the over-billed amount to the arrears first and may credit or repay the balance to the Consumer.

**3.5.4** If a Consumer is under-billed and is not responsible for the error, the Consumer is allowed to pay the under-billed amount in equal installments over the same amount of time as they were under-billed for up to a maximum of two years. (e.g. if a Consumer has been under-billed for 6 months, they will have six (6) months to pay the under-billed amount).

**3.5.5** If uTrack issues a bill to an eligible low-income Consumer for an under-billed amount, the Consumer will be notified about the options of paying the amount. In this case the under-billed amount can be paid over a period up to two (2) years. At any time the Consumer may request to reduce the payment period.

**3.5.6** When a Consumer is responsible for the under-billed amount, uTrack may require payment of the full amount on the next bill or on a separate bill. uTrack will charge interest on under-billed amounts where the Consumer was responsible for the error, whether by way of tampering, willful damage, unauthorized utility use, or other unlawful actions.

**3.5.7** These rules do not apply when uTrack has under-billed or over-billed a Consumer but issues a corrected bill within sixteen (16) days of the date the incorrect bill was issued.

## 4 Disputes

### 4.1 Dispute Resolution Process

4.1.1 In the event of a dispute, a Consumer can contact uTrack advising of the reason for the dispute. In addition to other approaches that may be pursued to resolve disputes or other specific dispute resolution processes set out in agreements with Consumers, all disputes shall follow the following procedures:

- a) Initial contact regarding a service complaint should be submitted to an uTrack customer service representative through email to [support@utrack.energy](mailto:support@utrack.energy) or by phone during regular business hours. Disputes must be made prior to the remittance of the bill; otherwise, all fees are considered accepted

i. Disputed fees will not be considered past due unless uTrack has conducted an investigation and concluded the fees are correct and there is no basis for the dispute.

ii. If the customer service representative cannot resolve the dispute It can be escalated to customer service management. If not immediately available, the customer service representative will contact the Consumer within 10 business days.

b) If the matter is not satisfactorily resolved in a) above, the Consumer may refer the matter to an independent third-party complaint resolution agency or the Ontario Energy Board's Consumer Relations Centre, who will address the matter in consultation with the applicable manager and/or department.

c) Upon resolution of the dispute, the Consumer may request and will receive a summary of the actions taken by uTrack in resolving the dispute

**4.1.2** uTrack will promptly investigate all disputes and advise the Consumer of the results.

**4.1.3** uTrack keeps a record of all complaints, whether resolved or not, including the name of the complainant, their address and postal code, the nature of the complaint, the date resolved or referred, and the result of the dispute resolution.

## **4.2 Measurement Disputes**

**4.2.1** If the Consumer commences a billing inquiry with uTrack, uTrack will investigate the matter initially by reviewing the Consumer's account and identifying any potential meter reading errors or associated billing errors. A summary of the results of this investigation shall be provided to the Consumer. The majority of billing inquiries that occur can be resolved at this stage.

**4.2.2** Upon the request of a Consumer, uTrack will conduct a meter accuracy test. uTrack will charge the Consumer a meter dispute fee. If the meter is found to be inaccurate, uTrack will refund the fee and make necessary adjustments to the Consumer's bill.

**4.2.3** Either uTrack Energy or the Consumer may request the involvement of Measurement Canada to resolve a meter dispute. If the Consumer initiates the dispute, uTrack Energy will charge the Consumer a meter dispute fee. If the meter is found to be inaccurate and Measurement Canada rules in favour of the Consumer,

uTrack Energy will refund the fee and make necessary adjustments to the Consumer's bill.

## **5 Disconnections and Reconnections**

### **5.1 Disconnection Rights**

uTrack reserves the right to disconnect the supply of utilities for causes including, but not limited to;

- a) Adverse effect on the reliability and safety of the sub-metering system or the building's electrical distribution system;
- b) Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the sub-metering system or the building's electrical distribution system;
- c) A material decrease in the efficiency of the sub-metering system or the building's electrical distribution system;
- d) A materially adverse effect on the quality of distribution services received by an existing connection;
- e) Inability of uTrack to perform planned inspections, maintenance, repairs or replacement of all or any part of its metering equipment;
- f) Failure of the Consumer to comply with a directive of uTrack that uTrack makes for purposes of meeting its license obligations;
- g) Overdue amounts payable to uTrack, including the non-payment of a security deposit;
- h) Failure of the Consumer to enter into a Consumer services agreement as required by uTrack;
- i) Failure of the Consumer to open an account with uTrack and assume responsibility for utility services delivered when that Consumer moves into an existing connected premises and consumes the utilities;
- j) Failure of the Consumer to comply with any Consumer agreement or the requirements in the Conditions of Services;
- k) Unauthorized utility use;

- l) In compliance with a court order or order made by a governmental authority, for an emergency or for safety or system reliability reasons; and
- m) Any other conditions identified in these Conditions of Service or permitted by Applicable Laws.

uTrack shall not be liable for any damage to the Consumer's premises resulting from any disconnection/reconnection of service including but not limited to claims related to damage on the Consumer's premises resulting from the disconnection of service. Reconnection of service shall only occur after the reason for disconnection of service has been remedied to the satisfaction of uTrack. Administrative fees for the disconnection and reconnection will be included on the Consumer's next bill.

## **5.2 Disconnection for Non-Payment**

**5.2.1** uTrack's bills are to be paid in full by the due date specified on the bill. If the bill is still unpaid 14 calendar days after the due date of the bill, uTrack may issue a disconnection notice to the Consumer.

**5.2.2** At least seven days before issuing a disconnection notice for non-payment, uTrack will issue an account overdue notice to the Consumer.

**5.2.3** A residential Consumer may, at any time prior to disconnection, designate a third party to also receive any future disconnection notices by notifying uTrack by email, telephone, or mail communications.

**5.2.4** The disconnection notice will be provided in writing:

- a) if sent by mail, will be deemed to be received on the fifth calendar day after mailing,
- b) if delivered by personal service, will be deemed to be received on the date of the delivery, or
- c) if delivered by being posted on the Consumer's property, will be deemed to have been received on the date of such posting.

**5.2.5** Where uTrack disconnects a Consumer for non-payment, uTrack will, as required by Applicable Laws, leave a Fire Safety Notice and any other public safety notices or information bulletins issued by public safety authorities and provided to uTrack at the premises of the disconnected Consumer.

**5.2.6** Disconnections do not relieve the Consumer of the liability for arrears or other applicable charges for the balance of the term of the contract.

**5.2.7** uTrack shall not disconnect a Consumer for non-payment until the following minimum notice periods have elapsed:

- a) 60 days from the date on which the disconnection notice is received by the Consumer, in the case of a residential Consumer that has provided uTrack with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the Consumer or on the physical health of the Consumer's spouse, dependent family member or other person that regularly resides with the Consumer; or
- b) 14 days from the date on which the disconnection notice is received, in all other cases.

**5.2.9** Any disconnection notices issued for non-payment expire on the date that is 14 days after such 60 or 14-day minimum notice period, as applicable.

**5.2.10** uTrack will also make reasonable efforts to contact, in person or by telephone, a residential Consumer to whom it has issued a disconnection for non-payment at least 48 hours prior to the scheduled date of disconnection.

### **5.3 Reconnection Procedures**

**5.3.1** Disconnected utility services may not be reconnected:

- a) until the Consumer rectifies the condition leading to the disconnection, including all costs incurred by uTrack arising from any unauthorized utility use, including inspections, repair costs, disconnection charges and reconnection charges,
- b) until the Consumer provides full payment to uTrack; and/or
- c) in accordance with the terms of an arrears payment agreement between uTrack and the Consumer.

**5.3.2** The Consumer will be given an appointment window for the reconnection. The Consumer or an authorized representative must be present at the Consumer's residence at the time of reconnection. In the event that the Consumer or an authorized representative is not available at the scheduled time for reconnection, the Consumer may be held responsible for additional costs, in addition to any applicable reconnection charges, incurred by uTrack to arrange for more than one reconnection appointment.

**5.3.3** Reconnections for Ontario Consumers who have been disconnected for six months or more may be subject to an inspection conducted by the Electrical Safety Authority. Unless uTrack erred in disconnecting the Consumer, it is the responsibility of the Consumer to pay for such an inspection.

**5.3.4** Where applicable, uTrack shall be entitled to register a lien against the Consumer's condominium unit for unpaid utility bills. Liens would be discharged upon payment of the amounts owing by the defaulting Consumer, including without limitation, interest charges, legal costs, and collection expenses, if any.

## **6 Consumer and uTrack Rights and Obligations**

### **6.1 Consumer Rights**

A Consumer has the right to be provided with meter data information applicable to their consumption. Consumer information is collected subject to applicable privacy regulations and uTrack's privacy policy. Consumers and authorized representatives of Consumers have the right to access current and retained historical usage information and data.

### **6.2 uTrack Rights**

uTrack's rights include but are not limited to the following:

**6.2.1** Access to Consumer Property and Meter: uTrack shall have the right to unobstructed and safe access to the Consumer's premises as may be necessary to enable uTrack, its employees, agents, and sub-contractors, to provide utility sub-metering services (including installing, reading, disconnecting, reconnecting and maintaining its metering equipment), to the serviced premises in accordance with these Conditions of Service and Section 40 of the Electricity Act.

**6.2.2** Safety, Equipment, and Risk: The Consumer will comply with all aspects of Applicable Laws and shall not use or interfere with any uTrack equipment.

The Consumer shall not build or maintain or cause to be built or maintained any structure that would or could obstruct or in any way affect the safety, reliability, or efficiency of uTrack's equipment. Clear working space shall be maintained in front of all equipment and from all side panels in accordance with Applicable Laws



uTrack assumes no risk and will not be liable for damages resulting from the presence of its equipment on the Consumer's premises or approaches thereto, or action, omission, or occurrence beyond its control, or negligence of any persons over whom uTrack has no control.

No person other than uTrack (including its employees, agents, and sub-contractors) shall remove, replace, alter, repair, inspect, or tamper with any of uTrack's equipment. Any damage caused to uTrack equipment shall be the responsibility of the Consumer who will be required to pay for all costs of repairs or replacement of damaged or loss of uTrack's equipment.

**6.2.3 Consumer Equipment and Physical Structures:** The Consumer will be required to repair or replace any equipment owned by the Consumer that may affect the integrity or reliability of uTrack's meters and meter components. If the Consumer does not take such action within a reasonable time, uTrack may disconnect the supply of utilities to the Consumer.

Construction, maintenance, and repairs of all structures housing and/or supporting the electrical infrastructure and uTrack's equipment are the responsibility of the owner or condominium corporation of the applicable building, who is responsible for the maintenance and safekeeping conditions of its electrical, structural, and mechanical facilities located on private property.

## **6.3 Contracts and Implied Contracts**

**6.3.1** uTrack requires all Consumers to enter into a written agreement in a form acceptable to uTrack.

**6.3.2** In all cases, despite the absence of a written agreement, the taking of utility by any Consumer constitutes the acceptance of the terms of uTrack's Conditions of Service, as amended from time to time, and applicable charges as established by uTrack. Such acceptance and use of utilities shall be deemed, subject to Applicable Laws, to be the acceptance of a binding contract with uTrack, in the form of uTrack's Move-In Form or such other applicable standard form of written Consumer services agreement.

**6.3.3** The person accepting services from uTrack shall be liable for payment for the same, and such contract shall be binding upon such person's heirs, administrators, executors, successors, or assignees

**6.3.4** All accounts with uTrack for a unit within a building must be originally set up in the unit owner's name (or Building Owner/landlord's name, in the case of a rental building). The owner accepts responsibility for the utility charges in respect of the premises until

- (i) a new tenant opens an account and agrees to accept responsibility for the utility charges at the premises; or
- (ii) the owner provides reasonable evidence to uTrack that they are no longer responsible for the account.

**6.3.5** If a tenant closes their account with uTrack, uTrack will adhere to the date provided by the tenant, regardless of the terms of any written or oral agreement between that tenant and the owner of the premises, and a final bill will be issued for the account. uTrack will revert the premises back to the owner's account as soon as any vacating tenant's account has been closed and the owner will be responsible for the account, and any utility charges for service provided to the premises, even if the premises is vacant.

**6.3.6** For greater clarity, if a tenant has closed an account and the owner of the premises has not opened an account or assumed responsibility for utility services delivered to the premises, uTrack may disconnect the supply of utilities in accordance with section 5 of these Conditions of Service. A disconnection and/or reconnection charge may apply. It is the owner's responsibility to ensure that uTrack is aware of any changes in contact, mailing, and/or billing information. In most cases, the responsibility of the utility services will automatically fall back to the owner of the premises.

## **6.4 Utility Supply**

**6.4.1** Notification of Interruptions to Supply: Although it is uTrack's policy to minimize inconvenience to Consumers, it is necessary to occasionally interrupt a Consumer's supply to allow work on the meters or meter components. uTrack will endeavor to provide Consumers with reasonable notice of planned power interruptions. Notice may not be given where work is of an emergency nature involving the possibility of injury to persons or damage to property or equipment.

uTrack shall not be liable in any manner for failure to provide notice of planned power interruptions or for any change to the schedule for planned power interruptions.

Consumers requiring an uninterrupted source of power for medical or life support purposes must provide their own equipment designed for their needs. Consumers may require special protective equipment on their premises to minimize the effect of momentary power interruptions.

**6.4.2** Uninterrupted Supply: Any Consumer requiring uninterrupted electricity for these purposes must inform uTrack in writing of their needs. It is the responsibility of the Consumer to keep uTrack up to date with accurate information should that information change. Where disconnection poses a risk of significant adverse effects on the physical health of the Consumer or their spouse, dependent family member, or other person who regularly resides with the Consumer, the Consumer shall provide uTrack with documentation from a physician confirming such risk.

**6.4.3** Equipment owned by uTrack: Where uTrack owns the metering equipment in a building, it is the responsibility of the owner or condominium corporation of the building to provide a convenient, unobstructed, and safe location for the installation of such equipment acceptable to uTrack. The Consumer, owner of a building and/or condominium corporation, as applicable, will be responsible for the care and safekeeping of uTrack's equipment. If any uTrack equipment is damaged, destroyed, or lost, the Consumer, owner of a building and/or condominium corporation, as applicable, will be liable to pay uTrack for the value of such equipment or the cost of repairing the same, as determined by uTrack.

## **7 General**

**7.1.1** No person, except those authorized by uTrack, may remove, connect, alter, or otherwise interfere with meters, wires, or ancillary equipment.

**7.1.2** The metering location agreed to between uTrack and the Consumer shall be for the exclusive use of uTrack. No equipment, other than that provided and installed for or by uTrack may be installed in any part of such space.

**7.1.3** Power supply and a dedicated internet connection for all metering devices and components shall be provided by the Consumer or building owner as applicable as per uTrack's design.

**7.1.4** uTrack collects consumption data manually, automatically, or remotely. If a reading cannot be attained, uTrack reserves the right to use an estimated meter read for both utility consumption and/or other data.

**7.1.5** When a service is no longer required, the Consumer shall provide sufficient notice of the date the service is to be discontinued so that uTrack can obtain a final meter reading as close as possible to the final reading date. The Consumer shall provide access to uTrack (including its employees, agents, and subcontractors) for this purpose. If a final meter reading is not obtained, the Consumer shall pay a sum based on an estimated demand and/or utilities consumed since the last meter reading.

**7.1.6** In the event of incorrect utility usage registration, uTrack will work to determine the correction factors based on the specific cause of the metering error and the Consumer's utility usage history. The Consumer shall pay a reasonable sum for all the utilities supplied, based on the reading of any meter formerly or subsequently installed on the premises by uTrack, with due regard being given to any change in the characteristics of the installation and/or the demand.

**7.1.7** In circumstances involving Measurement Canada, if Measurement Canada determines that the Consumer was overcharged, uTrack will reimburse the Consumer for the amount incorrectly billed as directed by Measurement Canada.

## **8 Utility Supply Interruptions**

### **8.1 No Consequential Damages**

Notwithstanding any other provision in these Conditions of Service, in the event of a disruption in the supply of utilities, uTrack shall not be liable under any circumstances whatsoever for any damage or injury to persons or property, loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill any direct, indirect, consequential, incidental or special damages, including but not

limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise.

## 8.2 Force Majeure

Neither uTrack nor any Consumer shall be deemed to be in default of the performance of any of its obligations or covenants to the other party during any period when such party is prevented from such performance by reason of a strike, lock-out, labour disruption, unavailability of materials, by operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, an act of God, an act of terrorism or any other condition which is beyond the control of such party and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For clarity, financial inability shall not constitute a force majeure event.

## 9 Tariffs and Charges

**9.0.1** uTrack shall issue Monthly invoices. These invoices will be itemized with the charges billed.

**9.0.2** The Fee Schedule below represents residential fees. Commercial and/or Common Elements may face higher charges based on required meter sizes and other conditions.

**9.0.3** No hydro and water commodity rate markups will be added.

**9.0.4** All fees and charges are subject to annual increases.

### 9.1 Fee schedule

Account Set-up Fee (residential)	This is the cost of establishing a new utility account with uTrack Energy. This also includes the cost of reading the meter on the day of your move-in and move-out. This fee is charged per utility and per occupancy.	\$50.00
Account Set-up Fee (commercial)		\$100.00

Water Service Fee	This fee is charged for water utility service and is charged to all active water accounts with or without consumption. It covers maintenance, installation, repair, warranty, re-certification. Additionally, the fee accounts for meter reading, billing, customer service, and the overall maintenance of accounts.	Please direct any concerns regarding this fee to your building.
Gas Service Fee	This gas service charge is an amount billed to all gas accounts, every month, with or without gas consumption. This charge includes charges set out by your local gas distribution company and the costs incurred by uTrack for providing continuously available service, such as maintaining our system, customer information, and billing.	Please direct any concerns regarding this fee to your building.
Disconnection Notice Fee	A fee will be charged upon receiving a notice of disconnection from uTrack Energy.	\$40.00
Reconnection Fee (during regular business hours)	A fee will be charged upon reconnection of a metered service based on a Consumer request, or for non-payment of arrears. The unit will be disconnected only after the resident/ commercial tenant receives a reminder notice as well as a disconnection notice. A meter will only be reconnected once the arrears are paid in full or an arrears management agreement has been made.	\$150.00
Reconnection Fee (after hours)		\$300.00
NSF Fee	An NSF (non-sufficient funds) charge will be charged if the payment does not clear the bank.	\$45.00

Bank Return Fee	This fee is charged in the case that a PAP or other method of payment does not go through due to an error of the Consumer. This charge will reflect the amount charged by uTrack's financial institution	\$45.00+
Paper Billing Fee	A fee will be charged per invoice to Consumers who receive a paper bill. Paperless billing can be enabled in the user portal.	\$5.00
Meter Dispute Fee (3-hour minimum)	This fee is charged upon the dispute of an invoice. uTrack will reverse the charge if the Consumer was billed incorrectly.	\$90.00/hr