

## TERMS OF USE

Please read these Terms of Use for our Outage Application ("**TERMS OF USE**") carefully before using our outage website and/or mobile application (collectively, the "**App**").

THE APP IS OWNED AND OPERATED BY ATCO ELECTRIC LTD. ("**ATCO**"). ACCESS AND USE OF THE APP (AND ITS RELATED SERVICES) IS PROVIDED BY ATCO TO YOU ON CONDITION THAT YOU ACCEPT THESE TERMS OF USE, AND BY ACCESSING OR USING THE APP (OR ANY OF ITS RELATED SERVICES) YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO ACCEPT AND ABIDE BY THESE TERMS OF USE YOU SHOULD NOT ACCESS OR USE THE APP (OR ANY OF ITS RELATED SERVICES).

ATCO may modify these Terms of Use from time to time. Such modifications shall be effective upon posting of the modified Terms of Use on the App. Each time you use the App, you are agreeing to the version of these Terms of Use current at such time. It is therefore important that you review these Terms of Use regularly to ensure you are updated as to any changes.

### User Accounts

You may be required to have a user account to use certain functionality or services within the App (or any of its related services). To create your user account, you may be required to provide certain initial user account details, including username, password and personal information such as your first name, last name, email address, phone number and location information. Please review, verify and update your user account details should changes occur. You are responsible for keeping your user account details current.

You may be permitted to authorize other individuals (such as your family members) ("**Authorized Representatives**") to use the App as part of your user account. You are responsible for managing your user account, including the issuance and revocation of your Authorized Representative authorizations. You are responsible for the acts and omissions of your Authorized Representatives.

You are responsible for maintaining the confidentiality of your usernames and passwords. ATCO and its affiliates, officers, directors and employees will not be held responsible for any loss or liability related to any lost, stolen or otherwise misappropriated username or password.

You agree to notify ATCO immediately of any unauthorized use, theft or misappropriation of your account, usernames or passwords. ATCO shall not be liable for any loss that you incur as a result of someone else using your usernames or passwords, either with or without your knowledge.

You may deactivate your user account at any time, for any reason, through the user account settings within the App.

### Privacy

ATCO is committed to respecting the privacy of the personal information of the individuals with whom we interact. ATCO have developed various documents to describe our privacy policies and practices and how we collect, use and disclose the personal information of those individuals who use the App (or any of its related services). Please see our Privacy Policy at [www.ATCO.com/privacy](http://www.ATCO.com/privacy) for further details.

When you use the App, you are consenting to the collection, use and disclosure of your personal information for the purpose of providing the App (and its related services) to you and your Authorized Representatives.

In addition, the App may collect information related to your use of the App, including the IP address and domain used to access the App, the type and version of your browser or mobile device, the website you came from to access the App, the page you entered and exited at, any page that is viewed by that IP address when using the App and current location. We use this information to monitor our system performance (such as number of visits, average time spent, page views), to

enable us to operate and manage our systems and Apps and to better understand our customers so that we can work to continually upgrade our systems and Apps.

You acknowledge and agree that access to and use of the App (and any of its related services) is provided via the Internet. Information stored in the App may be stored in Canada, India and/or the United States of America; and, may be accessible in other jurisdictions via the App. The Internet is not a fully secure medium and any communication with the App may be lost, intercepted or altered.

### **Acceptable Use**

You are responsible for the content of any communications by you through the App (or any of its related services).

You shall not, directly or indirectly, send, submit, post, receive or otherwise facilitate, or in anyway use, or permit to be used, the App (or any of its related services), to send, submit, post, receive or otherwise facilitate the transmission of any materials that are abusive, obscene, profane, sexually explicit, threatening, or materials containing blatant expressions of bigotry, racism or hate. You shall comply with all applicable laws (including, but not limited to export/import laws and laws relating to privacy, obscenity, copyright, trademark, confidential information, trade secret, libel, slander or defamation). Although ATCO is not responsible for any such communications or materials, we may delete any such communications or materials of which we become aware, at any time without notice to you. You acknowledge and agree that you shall be responsible and liable for all uses made by you of the App (or any of its related services).

You agree that you will not attempt to, nor permit any third party to, enter restricted areas of ATCO's information systems or perform functions that you are not authorized to perform pursuant to these Terms of Use. ATCO may, without notice, temporarily suspend your, or any other parties, access to the App (and any of its related services), (including, without limitation, any specific areas hosted within the Site) by deactivating any password(s) or links to the Internet if ATCO reasonably suspects that you, or any other parties, are obtaining unauthorized access to ATCO's other systems or information, or are using otherwise valid user identifications or passwords in any other unauthorized manner. These suspensions will be for such periods of time as ATCO may reasonably determine is necessary to permit the thorough investigation of such suspended activity.

In addition, you agree that you will not (i) remove or alter any copyright, trademark, brand elements or other proprietary notices; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the App, except as expressly permitted by ATCO; (iii) link to, mirror or frame any portion of the App; (iv) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the App, or unduly burdening or hindering the operation and/or functionality of any aspect of the App.

ATCO does not condone or allow spam. You agree that you will not use the App (or any of its related services) to send unsolicited commercial or other e-mail.

### **ATCO Materials**

ATCO may make certain materials (including files, text, URLs, video, audio and images contained in or generated by such materials, and accompanying data) (collectively "**ATCO Materials**") available to you from the App (or any of its related services). If you download or use ATCO Materials, you agree that such materials: (i) may only be used for the purpose for which they were provided, (ii) may not be modified, used to create a derivative work, incorporated into any other work or otherwise exploited without ATCO's prior written permission, and (iii) shall be only be used in compliance with these Terms of Use and any additional license terms accompanying such materials. ATCO does not transfer either the title or the intellectual property rights to the ATCO Materials, and retains full and complete title to the ATCO Materials as well as all intellectual property rights therein. You agree not to sell, share, redistribute, or reproduce the ATCO Materials. You further agree not to decompile, reverse-engineer, disassemble, or otherwise convert any ATCO Materials into a human-perceivable form. ATCO or its licensors own all related trademarks and logos, and you agree not to copy or use them in any manner.

The App (including its organization and presentation and ATCO Materials) is the property of ATCO and its licensors and may be protected by intellectual property laws including laws relating to patents, copyrights, trade-marks, trade-names, internet domain names and other similar rights.

### **User Materials**

When you load or create materials (including files, text, video, audio and images contained in or generated by such materials and accompanying data) on the App ("**User Materials**") you are granting ATCO, its affiliates, partners, officers, directors, employees, consultants, agents, and representatives a license to use your User Materials in connection with the operation of the App (or any of its related Apps) and ATCO's businesses. By loading or creating User Materials on the App, you warrant and represent that you own the rights to the User Materials or are otherwise authorized to load or create such User Materials and that such User Materials do not violate any all applicable laws. You agree that the burden of proving that any User Materials do not violate any laws or third-party rights rests with you.

You are responsible for your User Materials. You are responsible for making and keeping back up copies of your User Materials and for applying the appropriate level of access rights to same. ATCO shall not be responsible or liable for the deletion or accuracy of any User Materials.

You are responsible for obtaining and maintaining any necessary consents or permissions from any third party whose materials or information may be collected, recorded, processed, stored, used, disclosed, transferred, exchanged or otherwise handled as a result of, or as part of, any User Materials or any communications involving the use of the App (or any of its related services) and agree to obtain and maintain all such consents or permissions throughout the term of these Terms of Use.

### **Feedback**

When you provide your comments, suggestions and feedback (collectively, "**Feedback**") to ATCO in respect of the App, ATCO shall be free to use, disclose, reproduce, license (including sub-license at any level) or otherwise distribute or exploit, in whole or in part, the Feedback as it sees fit, entirely without obligation or restriction of any kind. You agree that you will not provide any Feedback to ATCO which is subject to license or other terms which are inconsistent with the provisions of these Terms of Use.

### **Confidential Information**

From time to time, you may be provided access to Confidential Information (defined below) through the App. You shall use the Confidential Information solely for the purpose for which it has been disclosed and shall not use the Confidential Information in any manner except as reasonably required for such purpose. You shall protect ATCO and its licensors' interests in the Confidential Information and shall keep the Confidential Information confidential. You shall not disclose, allow access to, transmit or transfer the Confidential Information to any party without ATCO's prior written consent. You shall notify ATCO promptly of any unauthorized use or possession of the Confidential Information that comes to your attention.

In these Terms of Use, "Confidential Information" shall mean any and all information provided by, or on behalf of, ATCO to you through the App, provided however that Confidential Information shall not include information which you can establish through written records: (i) is, at the time of disclosure, readily available to the trade or the public through no fault of Recipient, provided however that that where any part of such information is readily available to the trade or the public but a compilation of information which includes such part is not so available then such compilation shall be treated as Confidential Information hereunder; or (ii) was rightfully in your possession prior to the disclosure of such Confidential Information to you by, or on behalf of, ATCO.

### **Currency of Portal**

ATCO MAY MAKE INFORMATION, ATCO MATERIALS OR RELATED RESOURCES AVAILABLE TO YOU THROUGH THE APP. ATCO MAY UPDATE SUCH INFORMATION, ATCO MATERIALS AND RELATED RESOURCES PERIODICALLY. HOWEVER, ATCO CANNOT GUARANTEE OR ACCEPT ANY

RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CURRENCY OR COMPLETENESS OF THE INFORMATION, ATCO MATERIALS OR RELATED RESOURCES ON THE APP. ATCO MAY REVISE, SUPPLEMENT OR DELETE INFORMATION, ATCO MATERIALS AND/OR THE RESOURCES CONTAINED IN THE APP AND RESERVES THE RIGHT TO MAKE SUCH CHANGES WITHOUT PRIOR NOTIFICATION TO PAST, CURRENT OR PROSPECTIVE VISITORS OR USERS.

### **Linked applications and websites**

The App may provide links to third party applications or websites for your convenience only. The inclusion of these links does not imply that ATCO monitors or endorses these applications or websites. ATCO does not accept any responsibility for such applications or websites. ATCO shall not be responsible or liable, directly or indirectly, for any damage or loss, caused or alleged to be caused by or in connection with the use of or the reliance upon any information, content, goods, websites or applications available on or through any third-party applications, websites or linked resources.

### **Internet software or computer viruses**

Due to technical difficulties with the Internet, Internet software or transmission problems could produce inaccurate or incomplete copies of information contained on the App. Computer viruses or other destructive programs may also be inadvertently downloaded from the App.

ATCO shall not be responsible or liable for any software, computer viruses or other destructive, harmful or disruptive files or programs that may infect or otherwise impact your use of your computer equipment or other property on account of your access to, use of, or browsing on the App or your downloading of any of the ATCO Materials or User Materials (collectively, "**Materials**") from the App. ATCO recommends that you install appropriate anti-virus or other protective software.

ATCO is not liable for your information stored or recorded by any computer, tablet, mobile device or any network, whether public or private, that you may use to access the App.

### **Website and Materials Provided "As Is"**

THE APP, ITS RELATED SERVICES AND THE MATERIALS ARE PROVIDED "AS IS", "AS AVAILABLE", "WITH ALL FAULTS" AND WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOUR USE OF THE APP IS AT YOUR SOLE RISK. ATCO DOES NOT REPRESENT OR WARRANT THAT THE APP, ITS RELATED SERVICES OR THE MATERIALS WILL MEET YOUR REQUIREMENTS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR FREE.

ATCO DOES NOT GUARANTEE AND DISCLAIMS ALL LIABILITY FOR THE QUALITY, ACCURACY, COMPLETENESS OR TIMELINESS OF ANY MATERIALS CONTAINED ON THE APP. ATCO MAKES NO COMMITMENT AND DISCLAIMS ANY DUTY TO UPDATE ANY MATERIALS CONTAINED ON THE APP. ANY MATERIALS CONTAINED ON THE APP MAY BE CHANGED AT ANYTIME WITHOUT NOTICE.

### **Limitation of liability**

IN NO EVENT SHALL ATCO OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARTNERS, OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF INFORMATION, OR ANY OTHER SIMILAR LOSS IN CONNECTION WITH ANY CLAIM, LOSS, DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THESE TERMS OF USE, INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE APP, ITS RELATED SERVICES, THE MATERIALS OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE.

IN EVERY EVENT, ATCO'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS OF USE OR THE USE OR EXPLOITATION OF ANY OR ALL PART OF THE APP, ITS RELATED SERVICES OR THE MATERIALS IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO FIVE (\$5.00) US DOLLARS.

THE CONSIDERATION BEING PAID HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ATCO TO ASSUME ANY RISKS BEYOND THOSE EXPRESSLY ASSUMED HEREIN AND IF ANY SUCH RISKS WERE TO BE ASSUMED BY ATCO, ATCO WOULD NOT HAVE ENTERED INTO THESE TERMS OF USE WITHOUT CHARGING SUBSTANTIALLY HIGHER FEES.

SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### **Term and Termination**

ATCO may, from time to time, but is in no way obligated to, permit you to access and use the App (or any of its related services) in accordance with these Terms of Use and in the manner more particularly set out herein. You acknowledge and agree that access to the App (or any of its related services) may not be available from time to time, may be amended, revised, replaced, suspended or terminated in whole or in part at any time and without notice, and that ATCO shall not, in any event, be responsible to you in any way should you be unable to access the App (or any of its related services) at any time or from time to time.

ATCO may, at its sole discretion, at any time and from time to time, without notice, suspend your right to use the App (or any of its related services) and/or terminate these Terms of Use or any of the licenses granted hereunder. Without limiting the foregoing, these Terms of Use and the licenses granted herein shall automatically terminate, without notice, if you materially fail to perform or comply with these Terms of Use or any provision hereof. Upon termination of these Terms of Use, you shall immediately cease and desist all use of the App (and any of its related services).

You may deactivate your user account at any time, for any reason, by selecting to deactivate your account through the App.

### **Applicable law**

The App is controlled, operated and administered by ATCO from within the Province of Alberta, Canada. The App can be accessed from all provinces and territories of Canada, as well as from other countries around the world. As each of these jurisdictions has laws that may differ from those of the Province of Alberta, by accessing the App, you acknowledge and agree that all matters relating to access to or use of the App shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein (without reference to conflicts of laws principles).

You also agree that any claims or disputes whatsoever arising hereunder shall be submitted to the exclusive jurisdiction and venue of the courts of the Province of Alberta and acknowledge that you do so voluntarily.

WHERE PERMITTED UNDER THE APPLICABLE LAW, WE EACH AGREE THAT EACH OF US WILL BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. WHERE PERMITTED UNDER THE APPLICABLE LAW, UNLESS BOTH OF US AGREE, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

### **General**

ATCO's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

You shall not assign these Terms of Use or any of your rights hereunder without the prior written consent of ATCO.

Your obligations under these Terms of Use will survive the termination of these Terms of Use, or of any license granted under these Terms of Use, for whatever reason.

If any provision or part thereof of these Terms of Use is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof.

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