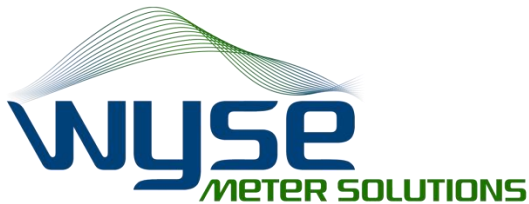


Conditions of Service

March 3, 2017

Wyse reserves the right to amend, change, expand, modify or update any information contained in these Conditions of Service.



1. Introduction

1.1 Identification

Wyse Meter Solutions Inc. (“Wyse”) is a company licensed by the OEB to engage in sub-metering and to provide sub-metering and related services.

1.2 Interpretation

1.2.1 Every effort has been made to clearly state the meaning, intent, and source of the information and terms used in this document.

1.2.2 Headings and paragraph numbers are for convenience of reference only and shall not affect the construction or interpretation of these Conditions of Service.

1.2.3 Words in the singular number include the plural and vice versa and words importing the use of any gender shall include all genders where the context or party referred to so requires and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

1.3 Amendments and Changes

1.3.1 Wyse will provide advance public notice of any pending changes to its Conditions of Service to its existing Consumers through inserting a notice in monthly billing and posting a notice on its web site www.wysemeter.com.

1.3.2 The notice will provide a proposed time-line of implementation of the changes.

1.3.3 Consumers may make written comment on the proposed changes to Wyse, who will review and respond in writing to each comment.

1.3.4 These Conditions of Service and any amendments hereto shall form part of any contract between Wyse and a Consumer, including an Electricity Services Contract.

1.4 Contact Information

Head Office/Customer Service Office

Wyse Meter Solutions Inc.
2100 Matheson Blvd. E., Suite 201
Toronto, ON. L4W 5E1
Phone: 416-869-3003
Fax: 416-869-3004

Customer Service phone: 1-800-672-1134
Billing and Collections: 1-866-681-9465

Regular office hours are: **Monday to Friday, except statutory Holidays
9:00am – 5:00pm**

Billing Department Staff Hours: **Monday to Friday, except statutory Holidays
8:30am - 4:30pm**

1.5 Services To Be Maintained By Wyse

1.5.1 Wyse shall have a current mailing address in Ontario and a current telephone number listed in Ontario, which may be reached by the general public without charge and shall provide them to every Consumer.

1.6 Wyse Rights and Obligations with respect to a Consumer

1.6.1 Wyse has the rights and obligations with respect to a Consumer as set out in these Conditions of Service and any Electricity Services Contract entered into by Wyse and a Consumer.

1.7 Consumer Complaint and Dispute Resolution Process

1.7.1 If a Consumer has a complaint about Wyse regarding Services provided by Wyse, the Consumer may contact one of Wyse's customer service representatives at 1-800-672-1134 during regular business hours, between **[8:30 AM and 4:30 PM]** Monday to Friday, or email the complaint to service@wysemeter.com. For all billing enquiries Consumers can call Wyse's billing department at 1-866-681-9465

Upon receipt of a complaint, a Wyse customer service representative will contact the Consumer to acknowledge receipt of the complaint and, if possible, to resolve the complaint, and will investigate and follow-up on the complaint as required to resolve the complaint.

2. Glossary of Terms

2.1.1 **“Building”** means a multi-unit residential building or condominium building for which Wyse has contracted to provide sub-metering and related services.

2.1.2 **“Building Owner”** means the owner, developer, or condominium corporation of a Building, as applicable, which has contracted with Wyse to provide sub-metering and related services.

2.1.3 **“Conditions of Service”** means these Conditions of Service.



- 2.1.4 “**Consumer**” means a person who requires an account with Wyse in order to receive the Services.
- 2.1.5 “**Disconnect/Collect Trip**” is a visit to a Consumer’s premises by an employee or agent of Wyse to demand payment of an outstanding amount or to shut off or limit the Services and/or the supply of electricity to the Consumer failing payment.
- 2.1.6 “**Distributor**” means a person who owns or operates a distribution system.
- 2.1.7 “**Electricity Act**” means the Electricity Act, 1998, S.O. 1998, c.15, Schedule A as amended.
- 2.1.8 “**Electricity Services Contract**” means each Wyse Individual Billing Contract: Resident or Wyse Individual Billing Contract: Condo Owner, as applicable, and related documents between Wyse and each Consumer with which Wyse has contracted to perform Services, as the same may be amended by Wyse from time to time.
- 2.1.9 “**Invoice**” means the monthly invoice issued to a Consumer;
- 2.1.10 “**Measurement Canada**” means the agency of Industry Canada responsible for prescribing measurement, service and other standards relating to the electricity distribution industry in Canada, and its successors and assigns.
- 2.1.11 “**OEB**” means the Ontario Energy Board.
- 2.1.12 “**Services**” means the sub-metering and billing services provided by Wyse; and
- 2.1.13 “**Sub-metering System**” means and includes all cables, wiring, conduit, panels, meters, monitors, plans, signage, equipment space, transmitters and all other equipment, fixtures and things as Wyse deems necessary for implementation of the Services in a Building.

2.2 Contracts

2.2.1 Electricity Services Contracts.

Wyse shall require all Consumers to enter into an Electricity Services Contract for Services in a form and content satisfactory to Wyse.

2.2.2 Implied Contract.

- (a) In all cases, notwithstanding the absence of a written Electricity Services Contract with a Consumer, Wyse shall have an implied contract with any Consumer that receives Services from Wyse. The terms of the implied



contract shall be deemed to be those found in Wyse's standard form Electricity Services Contract, as amended from time to time.

- (b) The use of Services from Wyse constitutes a binding contract with Wyse, which includes these Conditions of Service and all terms hereunder. The person so accepting Services from Wyse shall be liable for payment for the same, and such contract shall be binding upon such person's heirs, administrators, executors, successors or assignees.
- (c) If Wyse has not received a request to open an account in the name of the occupant of a Unit in a Building, or in the event the electricity is used by a person(s) unknown to Wyse, then the cost the Services and for the electricity consumed by such person(s) is due and payable by the owner(s) of such Building or unit, as applicable.

2.2.3 Payment by Building Owner.

- (a) The Building owner is responsible for paying for the supply of electricity from the Distributor to the owner's Building.
- (b) If the Building owner wishes to terminate the supply of electricity to its Building, it must first notify Wyse in writing.
- (c) Where a unit in a Building has been vacated by an occupant of the unit and Wyse has not been notified that a new occupant should be invoiced for the Services and electricity supplied to the unit, Wyse will invoice the Building owner for the Services provided and electricity supplied to the unit until such time as Wyse is notified by the Building owner or a new occupant of the unit that the new occupant should be invoiced for the Services and electricity supplied to such unit.

2.3 Disconnection and Reconnection

2.3.1 Reasons for Disconnection.

Wyse reserves the right to disconnect the Services and/or the supply of electricity to a Consumer for reasons not limited to:

- (a) contravention of the laws of Canada or the Province of Ontario, including Ontario's Electrical Safety Code;
- (b) adverse effect on the reliability and safety of the Sub-metering System or the exempt distributor's distribution system;



- (c) imposition of an unsafe worker situation beyond normal risks inherent in the operation of the Sub-metering System or the exempt distributor's distribution system;
- (d) a material decrease in the efficiency of the Sub-metering System or the exempt distributor's distribution system;
- (e) a materially adverse effect on the quality of distribution services received by an existing connection;
- (f) inability of Wyse to perform planned inspections and maintenance;
- (g) failure of the Consumer to comply with a directive of Wyse that Wyse makes for purposes of meeting its licence obligations; and
- (h) the Consumer owes Wyse money for Services or for a security deposit. Wyse shall provide the consumer a reasonable opportunity to provide the security deposit consistent with its security deposit policy as set out in these Conditions of Service.

2.3.2 Disconnection and Reconnection Process and Charges.

Immediately following the due date of an Invoice, steps will be taken to collect the full amount of the Invoice from the Consumer. If the Invoice is still unpaid after the due date and seven calendar days after a disconnection notice (and other applicable public safety notices or information bulletins issued by public safety authorities to Wyse, including but not limited to the Fire Safety Notice of the Office of the Fire Marshal) has been given to the Consumer, the Services and/or supply of electricity may be disconnected and not restored until payment arrangements satisfactory to Wyse have been made, including costs of reconnection. Such discontinuance the Services and/or supply of electricity does not relieve the Consumer of the liability for arrears or other applicable charges for the balance of the term of contract, nor shall Wyse be liable for any damage to the Consumer's premises resulting from such discontinuance of Services and/or supply of electricity. Disconnection notices will be in writing and if sent by registered mail shall be deemed to be received upon delivery.

2.4 Disconnection without Notice.

Wyse may disconnect a Consumer without notice in accordance with a court order or for emergency, safety or system reliability reasons.

2.4.1 Notification for Interruptions.

- (a) Although it is Wyse's policy to minimize inconvenience to Consumers, it is necessary to occasionally interrupt a Consumer's supply of electricity to allow work on the Sub-metering System or electrical systems. Wyse endeavors to



provide such Consumers with reasonable notice of planned power interruptions. However, interruption times may change due to inclement weather or other unforeseen circumstances. Wyse shall not be liable in any manner to such Consumers for failure to provide such notice of planned power interruptions or for any change to the schedule for planned power interruptions.

- (b) During an emergency, Wyse may interrupt supply of electricity to a unit without notice in response to a shortage of supply of electricity or to effect repairs on Wyse's Sub-metering System or to conduct work of an emergency nature involving the possibility of injury to persons or damage to property or equipment.

2.4.2 Notification to Consumers on Life Support

- (a) Consumers who require an uninterrupted source of power for life support equipment must provide their own equipment for these purposes. Consumers with life support system are encouraged to inform Wyse of their medical needs and their available backup power. These Consumers are responsible for ensuring that the information they provide Wyse is accurate and up-to-date.
- (b) With planned interruptions, the same procedure as prescribed in section 2.4.1 will be observed. For those unplanned power interruptions that extend beyond two hours and the time expected to restore power is longer than what was indicated by Consumers (registered on life support) as their available backup power, Wyse will endeavor to contact these Consumers but will not be liable in any manner to the Consumers for failure to do so.

2.4.3 Emergency Interruptions for Safety

Wyse will endeavour to notify Consumers prior to interrupting the supply of electricity. However, if an unsafe or hazardous condition is found to exist, or if the use of electricity by apparatus, appliances, or other equipment is found to be unsafe or potentially damaging to Wyse or the public, the supply of electricity may be interrupted without notice.

2.5 Metering

Wyse will supply, install, own, and maintain the Sub-Metering System. The location of the Sub-Metering System shall be in compliance with Wyse's specifications and as agreed to with the Building owner.

2.6 Meter Dispute & Testing

- 2.6.1 Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the Consumer and Wyse without resorting to the meter dispute test.



2.6.2 Either Wyse or the Consumer may request the service of Measurement Canada to resolve a dispute. If the Consumer initiates the dispute, Wyse will charge the Consumer a meter dispute fee if the meter is found to be accurate and Measurement Canada rules in favor of the utility.

2.6.3 Meter errors resulting in a dispute request by the Consumer or Wyse will be dealt with according to Measurement Canada Standards.

2.7 Security Deposits

2.7.1 Whenever required by Wyse including, but not limited to, as a condition of providing or continuing to provide Services, Consumers shall provide and maintain security in an amount that Wyse deems necessary and reasonable.

2.7.2 Wyse will not discriminate among Consumers with similar risk profiles or risk related factors except where expressly permitted under the OEB's Unit-Sub-Metering Code.

2.7.3 Wyse may require a security deposit from a Consumer unless the Consumer has a good payment history of 1 year.

2.7.4 Wyse shall provide the Consumer with the specific reason for requiring a security deposit.

2.7.5 The security deposit may be waived based on the following criteria:

(a) 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:

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.

(b) 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.

2.7.6 Wyse 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.

- 2.7.7 Wyse 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.
- 2.7.8 If any of the preceding events occur due to an error by Wyse or another sub-metering provider, the Consumer's good payment history shall not be affected.
- 2.7.9 The maximum amount of a security deposit which Wyse may require a Consumer to pay shall be calculated in the following manner:
- (a) by multiplying Wyse's billing cycle factor by the Consumer's estimated Invoice based on the Consumer's average monthly load with Wyse 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 Wyse 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 Wyse.
- 2.7.10 The billing cycle factor is:
- (a) 2.5 if the Consumer is billed monthly;
 - (b) 1.75 if the Consumer is billed bi-monthly, and
 - (c) 1.5 if the Consumer is billed quarterly.
- 2.7.11 Where a Consumer has a payment history which discloses more than one disconnection notice in a relevant 12-month period, Wyse 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.
- 2.7.12 The form of payment of a security deposit for a Consumer shall be cash or cheque at the discretion of the Consumer, or such other form as is acceptable to Wyse.
- 2.7.13 Wyse shall permit the 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.
- 2.7.14 Interest shall accrue monthly on security deposits made by way of cash or cheque commencing on receipt of the total security deposit required by Wyse.



- 2.7.15 The interest rate shall be at the prime lending rate as published on the Bank of Canada website less 2 percent, updated quarterly.
- 2.7.16 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.
- 2.7.17 Wyse 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.
- 2.7.18 A Consumer may, no earlier than 12 months after the payment of a security deposit or the making of a prior demand for a review, demand in writing that Wyse 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.
- 2.7.19 Where Wyse determines in conducting a review that some or all of the security deposit is to be returned to the Consumer, Wyse shall promptly return this amount with interest to the Consumer by crediting the Consumer's account.
- 2.7.20 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 Wyse may be made.
- 2.7.21 Wyse shall promptly return any security deposit received from the Consumer upon closure of the Consumer's account, subject to Wyse's right to use the security deposit to set off other amounts owing by the Consumer to Wyse. The security deposit shall be returned within six weeks of the closure of an account.
- 2.7.22 Where all or part of a security deposit has been paid by a third party on behalf of a Consumer, Wyse 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 Wyse;
 - (b) the third party has requested, at the time the security deposit was paid or within a reasonable time thereafter, that Wyse return all or part (as applicable)



- (c) of the security deposit to it rather than to the Consumer; and
- (d) there is not then any amount overdue for payment by the Consumer that Wyse is permitted to off set using the security deposit

2.8 Invoices and Billing

- 2.8.1 Wyse shall render Invoices to Consumers on a monthly basis.
- 2.8.2 The Consumer may dispute charges shown on the Consumer's Invoice or other matters by contacting and advising Wyse of the reason for the dispute in accordance with its dispute resolution process set out herein.

2.9 Payments

- 2.9.1 Invoices are rendered for Services provided to the Consumer. Invoices are payable in full by the due date; otherwise, overdue interest charge will apply.
- 2.9.2 The Wyse standard service charges set out in Appendix 1 hereto may be charged to the Consumer where applicable.
- 2.9.3 Payments on Invoices may be made to Wyse by:
 - (a) Cheque or money order mailed with the remittance portion of the Invoice to our office located at 31 Davisville Avenue, Toronto, Ontario M4S 1G3;
 - (b) Internet or telephone banking services offered by your bank; or
 - (c) Wyse offers pre-authorized payments where the Invoice amount will automatically be deducted from the Consumer's bank account on the due date indicated in the Invoice. To apply for pre-authorized payments, Consumers must complete the Pre-Authorized Payment Plan Agreement available on Wyse's website www.wysemeter.com.
 - (d) A residential consumer may be eligible to enter into an arrears payment agreement with Wyse. The consumer can contact Wyse for further details.

2.10 Payment Terms and Late Payment Charges Detailed

- 2.10.1 The Wyse billing is based on a 30 day cycle with meter readings taking place on day 30. Invoice processing begins day 1 of the new period, with validation, printing and mailing to be completed by day 3. Any Invoice information requiring a validation, edit or estimate will be processed and mailed by day 5.
- 2.10.2 Payment Terms are net 10 days. Consumers are expected to issue payment by day 15.



- 2.10.3 Payment is expected to be received no later than day 20 to allow for mailing and bank processing of electronic payments.
- 2.10.4 Late Payment Charges.
- (a) In the event payment is not received by day 20, interest charges of 1.5% will begin outstanding amounts. On day 21 the first reminder notice will be processed and mailed to the Consumer. If payment has not been received by day 28, a second notice will be processed and mailed to the Consumer.
 - (b) In the event payment has still not been received by day 35 a disconnection notice will be issued by registered mail and hand delivered to the Consumer indicating if full payment of the amount owing (including additional charges) is not paid in full immediately that electricity will be disconnected on day 35 + 7.
- 2.10.5 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 Invoice outstanding at the due date.
- 2.10.6 Outstanding bills are subject to the collection process and may ultimately lead to the Services and/or the supply of electricity being discontinued. Services and/or the supply of electricity will be restored once satisfactory payment has been made. Discontinuance of service does not relieve the Consumer of the liability for arrears. Wyse shall not be liable for any damage on the Consumer's premises resulting from such discontinuance of the Services and/or the supply of electricity. A reconnection charge will apply where the Service and/or the supply of electricity has been disconnected due to non-payment.
- 2.10.7 The Consumer will be required to pay additional charges for the processing of non-sufficient fund cheques.
- 2.10.8 Consumers will be required to pay special charges, on request, which may arise from a variety of conditions such as
- (a) a change of occupancy charge will apply to all accounts taken over by a new Consumer;
 - (b) it is sometimes necessary, for the Consumer's convenience, for a Wyse employee to visit a Consumer's premises to collect payment for an account. There will be a charge for this service;
 - (c) a Consumer disconnected for non-payment shall be required to pay a reconnection fee; and

2.11 Consumer Information



2.11.1 Wyse shall collect, use and disclose Consumer information in accordance with Wyse's Privacy Policy (available on Wyse's website, www.wysemeter.com), applicable laws and pursuant to the consent of the Consumer set out in the Electricity Services Contract.



Appendix 1

WYSE STANDARD SERVICE CHARGES

Wyse has adopted the standard charges as defined by The Ontario Energy Board for the following services.

	Description	Fee
Account Set-Up Fee	This is the cost for establishing a new energy account with Wyse. This cost also includes reading the meter on your move in day and reading the meter when you move out.	\$50.00 for Residential Customers \$100 for Commercial Customers
Security Deposit	<p>A security deposit will be charged to each Wyse customer. The charge of \$150.00 is based on 2.5 times the average hydro bill. The security deposit can be waived in half if the resident chooses to sign up for the pre-authorized payment plan.</p> <p>Security deposits shall not constitute payment of an outstanding account, in whole or in part, and shall only be applied to amounts owing on a Wyse account when the account is closed, before Wyse initiates any disconnections due to non-payment or otherwise in accordance with Applicable Laws.</p> <p>Security deposits will be refunded when the account is closed or when the customer has demonstrated a good payment history with Wyse for a minimum period of 1 year for residential customers or 5 years for non-residential customers.</p> <p>Interest shall accrue monthly on security deposits commencing upon receipt of the total deposit required. The interest rate on such security deposits shall be at the average over the period of the prime lending rate set by the Bank of Canada less 2 percent. The interest accrued shall be paid out (including by application to the customer's account) at least every 12 months, upon a refund or application of the security deposit or upon closure of the customer's account, whichever comes first.</p> <p>Upon final billing of an account, security deposits will be applied to the final bill, and any remainder will be refunded to the customer</p>	<p>\$150.00 for Residential Customers Waived to \$75.00 when you sign up for pre-authorized payment</p> <p>\$800.00 for Commercial Customers Waived to \$400.00 when you sign up for pre-authorized payment</p>
Late Payment Charge	bills are payable in full by the due date (i.e., no earlier than 16 calendar days after the bill was issued); otherwise, overdue interest charges will apply. Where a partial payment has been made by the customer on or before the due date, the interest charge will apply only to the amount of the bill outstanding at the due date.	1.5% of the outstanding amount monthly.
NSF Fee	An NSF (non-sufficient funds) charge will be charged if the payment does not clear the bank.	\$25.00 for the first occurrence



		and \$50.00 for each subsequent.
Disconnect/Reconnect Fee During Office Hours (8:30 am – 4:30 pm)	A fee will be charged upon disconnection of a metered service based on a customer request, or for non-payment of arrears during office hours. The unit will be disconnected only after the resident/commercial tenant receives reminder notices as well as a disconnection notice. A reconnect fee will be charged upon the request for reconnection of a meter that was previously disconnected for arrears during regular hours. A meter will only be reconnected once the arrears are paid in full.	\$105.00
Disconnect/Reconnect Fee After Office Hours (4:30 pm – 8:30 am)	A fee will be charged upon disconnection of a metered service based on a customer request, or for non-payment of arrears after office hours. The unit will be disconnected only after the resident/commercial tenant receives reminder notices as well as a disconnection notice. A reconnect fee will be charged upon the request for reconnection of a meter that was previously disconnected for arrears after office hours. A meter will only be reconnected once the arrears are paid in full.	\$205.00
Meter Dispute Fee	<p>Metering inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the customer and Wyse without a meter accuracy test. However, upon the request of a customer, Wyse will conduct a meter accuracy test. Wyse will charge the customer a meter dispute fee, if the meter is found to be accurate. Wyse, however will refund the fee and make necessary adjustments to the customer's bill if the meter is found to be inaccurate.</p> <p>Either Wyse or the customer may request the involvement of Measurement Canada to resolve a meter dispute. If the customer initiates the dispute, Wyse will charge the customer a meter dispute fee. If the meter is found to be inaccurate and Measurement Canada rules in favour of the customer, Wyse will refund the fee and make necessary adjustments to the customer's bill.</p>	\$100.00
Collection of Account/Field Collection Charge	<p>This charge applies when a 7-day disconnection notice is delivered to a customer for an outstanding account. A collection of payment may or may not take place at this time.</p> <p>OR</p> <p>When Wyse needs to dispatch a field agent to the service location to collect a payment on a customer's request.</p>	\$25.00

