

Just Eco Savings Smart Home Program Terms & Conditions

1. Installation: I understand that under the terms of my Just Eco Savings Smart Home Program ("Agreement"), Just Energy Ontario L.P. dba Just Eco Savings ("Just Eco") will install a Smart Thermostat and related equipment, including a gateway, with the specifications identified on the Agreement (the "Equipment") in a good and workmanlike manner in accordance with the good professional practices applicable to the industry. The Equipment will be installed by Just Eco in my residence ("Residence") close to the scheduled installation date specified on the Agreement and no later than thirty (30) days from that date unless I otherwise agree. A hundred and twenty nine dollar (\$129) installation fee will be waived provided the installation takes place within 2 business days of the date the application is signed, and will also be waived if you cancel within 10 days of receiving this Agreement. The date on which the Equipment is installed shall be the "Installation Date".

2. Term and Payments: I agree to pay Just Eco the monthly rental charge for the Equipment effective from the date this Agreement is signed until the end of the Smart Home Program as set out in Section 8 of this Agreement (the "Term"). I understand that I will be billed the monthly rental charge in accordance with the biller's billing schedule and that in most instances, this will mean one (1) payment per month, billed on my monthly gas bill. I authorize Just Eco to contact Enbridge Gas Distribution, as my agent, to ensure timely set up of my billing arrangement. Unless otherwise specified on Page 1, the first periodic payment will be billed on my gas bill in the first eligible billing period following my Installation Date. I understand that within the first 90 days of each calendar year my monthly payment is limited to an annual increase of 3.5% payable in the preceding year, unless I am otherwise notified. Thus, if your monthly rental rate is \$14.95 in 2013 than your monthly rate may increase to \$15.47 in 2014.

3. Ownership and Interest: I understand that Just Eco is and shall remain the owner of the Equipment at all times and that Just Eco is not transferring title to me and that I agree that the Equipment will remain Just Eco's personal property even though it may become affixed to my Residence.

4. Thermostat: (A) I agree to use the Equipment only pursuant to this Agreement. I may not sell, lease, abandon or give away the Equipment during the Term. I may not permit any other provider of energy management or demand reduction services to use the Equipment during the Term. I agree that I will not allow anyone other than Just Eco's employees or agents to service the Equipment during the Term. I understand and agree that if service is required to the Equipment a seventy five dollar (\$75) service fee may be charged to me and that if no one is at my Residence when Just Eco's agent arrives for a scheduled service a fifty dollars (\$50) fee may be charged to me. (B) Just Eco has no responsibility for the operation or support, maintenance or repair of any equipment, software or services that I elect to use in connection with the Equipment. I agree to keep the Equipment connected, and my Internet connection active, at all times. Whether a thermostat, gateway/router, or other device is owned by me or Just Eco, Just Eco has the unrestricted right, but not the obligation, to upgrade or change the firmware in these devices remotely or at the Residence at any time that Just Eco determines it necessary or desirable in order to provide services to me in accordance with Just Eco's specifications and requirements. (C) When regional grid operators or utilities anticipate blackouts or brownouts due to high electricity demand, they notify participating customers of the scheduled time and duration of the "Demand Response Event." At the appointed time, participating customers agree to curtail their consumption by, for example, dimming lights, adjusting HVAC set points, or shutting down non-critical equipment. I agree that Just Eco can change my comfort settings and limit my thermostat consumption and/or adjust my HVAC system (heating, ventilating, and air conditioning) and that I will have the option to override this adjustment.

5. My Commitments and Assurances: I have authority to enter into this Agreement as the owner of the Residence or I have been authorized by the owner to sign this Agreement on their behalf. If anyone else is named on the front of my energy bill, then each of us will be responsible for all obligations in this Agreement. I understand that this Agreement is binding upon and will ensure to my heirs, personal representatives and successors and permitted assigns and agree that: (A) Commencing on the Installation Date, I will make all of the payments due under this Agreement to Just Eco, including taxes, and other charges, in a timely manner and will pay interest on any late payments at interest rates that the biller may set, acting reasonably. I acknowledge that amounts payable under this Agreement will appear on my natural gas bill and that during the Term the biller may be Enbridge, Just Eco, Just Energy Corp., Just Energy Ontario L.P. or a service provider; (B) I will use the Equipment in accordance with the terms of this Agreement and the terms of any manual or other documentation provided to me with the Equipment; and (IV) I will provide Just Eco with access to the Equipment whenever reasonably required for purposes of inspection, repair or removal. I understand that it is my responsibility to ensure that the Equipment is used with care and in accordance with this Agreement and I will not hold Just Eco responsible for damage caused as a result of the Equipment for any reason. I will be responsible for any damage to the Equipment if caused by me or unauthorized third parties or by fire, flood, accident or other insurable risks.

6. Assignment: Just Eco may, at any time during the Term of this Agreement, assign all of its rights, title, obligations and entitlements under this Agreement and upon such assignment, Just Eco shall be relieved of any further obligations to me under this Agreement subsequent to the date of such assignment.

7. Sale of the Residence: I understand that if I sell my Residence during the Term, A) I will contact Just Eco to have the Equipment transferred to my new residence at no cost to me if my new residence is within 100km of the Residence the Equipment was originally installed in and will pay any associated charges if my new residence is not within 100km of the Residence; or B) I will personally, or through my real estate agent, inform the purchaser that the Equipment is installed and billed pursuant to this Agreement. Just Eco has agreed to release me from my obligations under this Agreement, effective from the date of sale, so long as: (I) the purchaser is notified in the agreement of purchase and sale that the Equipment will be billed to the Purchaser through the Just Eco Savings Smart Home Program; and (II) the purchaser agrees in writing or by conduct to rent the Equipment on these terms and conditions. I hereby authorize Just Eco to respond to information requests relating to my account with Just Eco made by or on behalf of the purchaser of my Residence for the purposes of affecting the transfer of the Equipment.

8. Termination: (A) End of Term: Five (5) years after the Installation Date. At the end of the Term, this Agreement will automatically renew on a month to month basis, and only with Just Eco's prior consent, I may arrange for the removal of the Equipment through another licensed technician, and return of the Equipment to Just Eco's closest warehouse, at my expense. (B) Early termination: I understand that I may contact Just Eco by telephone at any time and, upon thirty (30) days' notice, terminate this Agreement and arrange for the removal of the Equipment from my possession by Just Eco's technician and will pay Just Eco the costs of removing the Equipment from my possession based upon hourly rates then charged by Just Eco. Estimated time for travel to and from Just Eco's warehouse and the disconnection and retrieval of the Smart Thermostat and reinstallation of the old thermostat will be approximately 2.0 hours. By way of reference, Just Eco's cost in 2013 for labour for one technician including truck expense is \$135 per hour. I understand that Just Eco may terminate this Agreement at any time if I am in breach of any of my obligations contained herein, in which case all applicable charges listed in Part B of this Section will apply. Just Eco's right to terminate is in addition to any other remedy available at law or equity. (C) I understand and agree that if this Agreement is terminated prior to the end of the Term that only Just Eco may retrieve the Equipment from my possession in accordance with this Section.

9. Terms of Use: (A) Savings Under this Agreement: Upon installation of the Equipment I will establish a desired program to manage the use of the heating and cooling systems in my home within my desired parameters, and Just Eco will work with me to develop and enhance this program to maximize efficiency and savings (the "Smart Home Program"). I may choose to not follow the Program; however doing so will negate my eligibility for a Guaranteed Savings Rebate as outlined below. Just Eco will calculate weather-adjusted savings under this Agreement annually using information from the Equipment as well as from my utility account information to determine if I have saved money as a direct result of the Equipment. Savings will be calculated by estimating the change in HVAC system runtime resulting from the Equipment, the design throughout my HVAC system, historical utility bill information, measured weather in my area, temperature set points used with the Equipment, my compliance with the Program, and the applicable energy price used for my billing period so that Just Eco can accurately assess whether I have saved money as a direct result of the Equipment (the "Savings"); provided that circumstances where my consumption behavior or commodity costs change due to factors other than the Equipment (including but not limited to, home renovations, new HVAC appliances, pool installation, fundamental changes to my energy load, and Just Eco and affiliates energy saving solutions) will be considered in the calculation of Savings under this Agreement. I confirm my home currently has both a furnace and central air conditioner and I am currently spending greater than \$700 on my annual energy consumption. (B) Guaranteed Savings Rebate: I will be entitled to a Guaranteed Savings Rebate after the first anniversary of the beginning of my Term, and every anniversary thereafter, should my Savings for the applicable year not exceed the sum of my monthly rental charge multiplied by 12. For example, where 12 months of monthly rental charges are \$179.40, should my annual Savings not exceed \$179.40 then Just Eco will provide me a rebate for at least the difference between my Savings and \$179.40. This Guaranteed Savings Rebate will be applied to my future monthly bills by up to \$10 per month until the Guaranteed Savings Rebate is paid in full. To qualify for the Guaranteed Savings Rebate I must comply with the Program, and I must contact Just Eco's call center within thirty (30) days of the anniversary of the Term and request the Guaranteed Savings Rebate. Upon requesting my Guaranteed Savings Rebate I must provide complete electricity and natural gas account data in order to analyze my Savings and calculate the potential Guaranteed Savings Rebate.

10. Liability: I understand that Just Eco is not the manufacturer of the Equipment and therefore makes no representations, warranties or conditions as to the performance of the Equipment, except of those which are given by statute and which cannot be waived. If Just Eco is unable to perform any of its obligations under this Agreement because of circumstances or events beyond its control, it shall be excused from the performance of such obligations for the duration of such circumstances or events and it shall not be liable to me for such failure to perform.

11. Miscellaneous: This Agreement is the entire agreement between me and Just Eco. It is governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Should any of the terms and conditions in this Agreement be held invalid for any reason by a Court or regulatory body of competent jurisdiction, then such terms or conditions shall be deemed severed from this Agreement and the remaining terms and conditions shall continue in full force and effect. Neither the failure nor delay of Just Eco to exercise any right or to enforce any term of this Agreement shall be construed as a waiver of such right or term, or of any other right or term hereunder. The contents of Just Eco's marketing materials do not form part the Agreement and I did not rely on them.

12. Privacy Policy: I understand that my personal information and my account, credit and billing history will be collected, used and maintained for the purposes of managing my account with Just Eco, and in accordance with Just Eco's privacy policy which is available at <http://www.justecosavings.com/privacy.aspx>. I understand that Just Eco may provide my credit history and personal information to its lenders or a credit bureau for the purpose of managing its or its lenders' risk. I understand that Just Eco may disclose my personal information if this Agreement is transferred or assigned, as otherwise required to collect a payment owed by me, or as required by law. I will be provided with the opportunity to receive offers from Just Eco, its affiliates and/or its business partners, and can opt out of receiving these offers at any time.

13. Your Rights Under the Consumer Protection Act, 2002:

You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this 10-day period. If the supplier does not make delivery within 30 days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligations within 30 days after the commencement date specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance. If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within 30 days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance. In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services. To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you. If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance). However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier.