



## DIRECT ENERGY TERMS AND CONDITIONS

This offer is open to customers who consume less than 250,000kWh/ year of electricity and/or 2,500 GJ/year of natural gas. Direct Energy agrees to coordinate the supply of all Energy for each of the Sites described below and on any applicable schedules (collectively the Sites), under the terms and conditions set out in this Product Sheet and in the attached Standard Terms and Conditions. You agree to purchase your Energy for the Site(s) listed on page 1 and on any applicable schedules from Direct Energy for the term and Energy Charge indicated on page 1. You also acknowledge and agree that in addition to the Energy Charge, you will pay all other charges listed in the terms and conditions including a Site Administration Fee. The terms and conditions relating to the plan you have chosen on page 1 replace any previous terms and conditions that you may have had with another Direct Energy plan.

### 1.0 GENERAL TERMS

These general terms and conditions apply to all plans. If there is a provision which specifically relates to a particular plan that differs from the general terms and conditions, the provision specifically relating to the particular plan shall prevail

#### 1.1 Key Terms

“Direct Energy” means Direct Energy Marketing Limited, as managing partner of Direct Energy Partnership, operating as Direct Energy.

“Device Cost Recovery Fee” means, in respect of the applicable plan(s), the fee that is charged to you to offset the costs of a Direct Energy supplied thermostat and/or other equipment.

“Early Exit Fees” means, in respect of the applicable plans, a per Site administration fee of \$150. This means, for example, that if you have two Sites (e.g. you are on a Dual Fuel Plan) then you will pay separate Early Exit Fees for each of the two Sites.

“Effective Date” means the date a copy of this Contract is received by the customer.

“Initial Term” of this Contract will begin the date that your utility changes the name of your supplier to Direct Energy and will continue for the period set forth in the product sheet.

“Site” has the meaning given to it in the Standard Terms and Conditions. For greater certainty, each gas or electricity meter is considered a Site. For example, if you sign up for a Dual Fuel Plan, there will be two Sites under this Contract – one for gas and one for electricity.

“Site Administration Fee” means a monthly fee of \$12.00 per Site for single fuel contracts or \$6.00 per Site for dual fuel contracts (as applicable).

#### 1.2 Billing

a) The Amount Now Due is due on the Statement Date. The payment must be received by Direct Energy on or before the Late Payment Penalty Date shown on the front of the bill to avoid a late penalty charge. Please allow sufficient time for payments to reach our office by the Late Payment Penalty Date. Some financial institutions take up to 4 business days to forward payments to our office. Any balance forward is overdue. There may be a charge for each cheque that is returned due to insufficient funds. Please note that if your payment does not reach Direct Energy by the Late Payment Penalty Date, you will be subject to a monthly penalty calculated at a rate of 1.5% compounded monthly (19.56% per year). The 1.5% late payment charge will result in an effective annual rate that may vary depending on the day you pay your bill, but will never exceed 35.24% per year. The 1.5% is a penalty for default, not an arrangement to advance credit to you.

b) If there is already an HVAC services protection Plan for this Site, you understand that both the Energy and the HVAC services amounts owing will appear on a combined bill. The combined bill will be addressed to you and you will be responsible for the payment of both services. You agree that you have authority to assume responsibility for payments owing in respect of HVAC services.

c) Recurring Payment:

I acknowledge that this authorization is provided for the benefit of Direct Energy and my bank, and is provided in consideration of my bank agreeing to process payments and credits against my account in accordance with the rules of the Canadian Payments Association.

I warrant and guarantee that all person(s) whose signatures are required to sign on this account have signed the Optional Payment Method section of the Product Sheet.

I authorize Direct Energy to draw or deposit on my account number with the branch of the financial institution where I maintain an account. This authorization may be cancelled at any time upon notice by me.

I acknowledge that, in order to revoke this authorization, notice of revocation must be provided to Direct Energy.

I acknowledge that provision and delivery of this authorization to Direct Energy constitutes delivery by me to my bank. Any delivery of this authorization to Direct Energy constitutes delivery by me.

I undertake to inform Direct Energy, in writing of any change in the account information provided in this authorization at least 10 days prior to the next due date of the Recurring Payment (RPP).

I acknowledge that my bank is not required to verify that a RPP has been issued in accordance with the particulars of my authorization including, but not limited to, the amount. I acknowledge that my bank is not required to verify that any purpose of payment for which the RPP was issued has been fulfilled by Direct Energy as a condition to honoring a RPP issued or caused to be issued by Direct Energy on

my account. Revocation of this authorization does not terminate any contract for goods or services that exists between me and Direct Energy. My authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.

A RPP may be disputed by me under the following conditions

1. The RPP was not drawn in accordance with my authorization; or
2. The authorization was revoked; or
3. Pre-authorization was not received.

I acknowledge that in order to be reimbursed, a declaration to the effect that either (1), (2) or (3) took place, must be completed and presented to the branch of the financial institution holding my account up to and including 90 calendar days in the case of a personal/household RPP (or up to, and including, 10 business days in the case of a business RPP), after the date on which the RPP in dispute was posted to my account.

I acknowledge that a claim on the basis that my authorization was revoked, or any other reason, is a matter to be resolved solely between Direct Energy and me, when disputing any RPP after 90 calendar days in the case of a personal/household RPP (or 10 business days in the case of a business RPP).

I acknowledge that upon finalizing my bill with Direct Energy, the amount will be withdrawn or refunded from/to my account. Unless my Direct Energy account is in a business name and/or classified other than as a residential customer, recurring payments shall be designated as personal/household and handled in that manner.

#### 1.3 Renewals

Regulations currently provide that we may renew this Contract by giving you a notice of renewal during a period starting 6 months and ending 30 days before the end of your initial term. The notice will contain any changes to the Contract including changes to the Energy Charge. You may notify us as specified in the renewal notice whether you wish to continue this Contract. If you do not notify us we will renew this Contract automatically for a period of one year. If regulations change, we will modify the renewal process accordingly and advise you.

#### 1.4 Switching

You may switch from this energy plan to any other available Direct Energy plan for 10 days after a copy of the signed Contract is received by us. After such 10 day period, you may switch from an Open Flex Plan, a Super Flex Plan, or a Simple One, Two, or Three Plan, to any other available Direct Energy plan without incurring Early Exit Fees.

Should you wish to switch from an energy plan other than as set out above, you will be charged Early Exit Fees and/or Device Cost Recovery Fees, if applicable to such plan. Notice of your desire to switch plans must be given in writing or by contacting our call centre at the number set out on the first page of your Contract and giving notice by phone.

#### 1.5 Termination

You may cancel this contract by providing us with 30 days' notice in writing or by contacting our call centre at the number set out on the first page of the Contract and giving notice by phone. Should you cancel this Contract, you will, unless otherwise indicated below, be charged Early Exit Fees and/or Device Cost Recovery Fees.

Residential contracts may be terminated upon your death. Business contracts affected by the death of the owner are not automatically terminated, however we may terminate such contracts on a case-by-case basis.

#### 1.6 Rebate Program (not applicable to all plans)

If this Contract contains a rebate/bonus program (as indicated on the Product Sheet), and if your Contract is in good standing at the end of the Contract year, we will give you an annual credit in the amount indicated on the Product Sheet. We will credit this amount on your last bill in each Contract year (excluding any renewal terms), for a maximum of 5 annual credits. If this Contract is ended for any reason before its expiry date, we will not be required to pay you any remaining unpaid credits.

## 2.0 TERMS APPLICABLE TO OPEN FLEX AND FLEX ONE PLANS

### 2.1 Key Terms

“AECO “C”” means the price as posted on the NGX website: [www.ngx.com](http://www.ngx.com) and select “Alberta Market Price”, product type is “NGX Phys, ID, 5a, AB INT”. Monday through Thursday, use the “SD” instrument. On Friday and during the weekend or on non-trading days determined by NGX that fall in conjunction with the weekend, use the “F3” instrument and for long weekends with a Holiday Monday, use the “F4” instrument. If NGX ceases or fails to publish the table or there is a material change in the method of calculating the prices posted in this table or a change in wholesale or retail market operations (e.g. daily balanced market), AECO “C” may be determined from another published source chosen solely by us, acting reasonably.

“Flow-Through Fee” means the amount we charge to administer an index based product and:

- i) in the case of Open Flex and Flex One Dual Fuel is \$2.25/GJ and \$0.030/kWh, as applicable; and
- ii) in case of Open Flex, Flex One and Seasonal Natural Gas is \$2.25/GJ; and

iii) in the case of Open Flex and Flex One Electricity is \$0.030/kWh.

#### “Flow-Through Price” means

i) in the case of natural gas, the price per GJ you will pay as calculated by the formula below:

$$\frac{\Sigma (\text{Daily HDD} * \text{AECO "C"})}{\Sigma (\text{Daily HDD})} + \text{Rider "D"} + \text{Rate OPR} + \text{Flow-Through Fee}$$

ii) in the case of electricity, the price per kWh you will pay as calculated by the formula below:

$$\frac{\sum_{i=1}^n (\text{HC} *) (\text{PP} + \text{TC})}{\text{TDC}} + \text{Flow-Through Fee}$$

“HC” means the hourly consumption of electricity for your profile class as determined by your Distribution Company in each hour and includes unaccounted for energy and line losses.

“HDD” stands for Heating Degree Day and means the number of degrees Celsius that the daily average temperature is below 18°C. If the daily average temperature is greater than or equal to 18°C, then the HDD will be equal to 0.001 in the calculation of the Flow-Through Price. HDDs and daily temperatures are provided on the Environment Canada website:

[http://climate.weatherofce.ec.gc.ca/climatedata/canada\\_e.html](http://climate.weatherofce.ec.gc.ca/climatedata/canada_e.html)

Use the temperatures for Calgary Int'l A if your Sites are in our south zone and Edmonton City Centre AWOS if your Sites are in our north zone. Visit [www.directenergy.com](http://www.directenergy.com) to find your zone.

“n” means the number of hours in your billing period.

“Summer” is the period from April 1 to September 30.

“Winter” is the period from October 1 to March 31.

“PP” means the hourly power pool price as published by the Alberta Electric System Operator.

“Rate OPR” is a transportation service charge that ATCO Pipelines charges and can be found on their website ([www.atcopipelines.com](http://www.atcopipelines.com)).

“Rider “D”” is charged by ATCO Gas and can be found on their website ([www.atcogas.com](http://www.atcogas.com)).

“TC” means the applicable trading charges as published by the Alberta Electric System Operator.

“TDC” means the total consumption of electricity for your profile class as determined by your Distribution Company during the billing period which excludes unaccounted for energy and line losses.

**2.2 Early Exit Fees** – Should you cancel an Open Flex Plan or a Flex One Plan in accordance with section 1.5 of these Terms and Conditions, you will not be charged Early Exit Fees.

Should you cancel a Seasonal Plan in accordance with section 1.5 of these Terms and Conditions, you will be charged Early Exit Fees.

**2.3 Device Cost Recovery Fees.** There are no Device Cost Recovery Fees.

### 3.0 TERMS APPLICABLE EXCLUSIVELY TO SIMPLE ONE, SIMPLE TWO, SIMPLE THREE, AND SIMPLE FIVE PLAN

**3.1 Early Exit Fees** – Should you cancel a Simple One, Simple Two, Simple Three or a Simple Five Plan in accordance with Section 1.5 of these Terms and Conditions, you will not be charged Early Exit Fees.

**3.2 Device Cost Recovery Fees** – There are no Device Cost Recovery Fees.

### 4.0 TERMS APPLICABLE EXCLUSIVELY TO STABILITY PLUS PLAN

Should you cancel a Simple One, Simple Two or a Simple Three Plan in accordance with Section 1.5 of these Terms and Conditions, you will not be charged Early Exit Fees.

**4.1 “Lowest RRO Rate” means**, for any month, the lowest “regulated rate” for electricity that is charged by Direct Energy Regulated Services, ENMAX Energy Corporation, Epcor Energy Alberta Inc. or City of Lethbridge to their “regulated customers” in that month [as each of those terms is defined in the Regulated Rate Option Regulation, as amended, replaced or restated from time to time], expressed in kilowatts per hour.

“Discount” means, with respect to your plan, the amount set out on the Product Sheet, expressed as a percentage that is to be deducted from the Lowest RRO Rate. The amount varies by plan and is indicated on the Product Sheet.

“Discount Period” means, with respect to your plan, the period set out on the Product Sheet during which the Energy Charges will be based on the Lowest RRO Rate minus the Discount. The period varies by plan and is indicated on the Product Sheet. If no Discount Period is set out on the Product Sheet for your plan, the Discount Period is 6 months. The Discount Period commences on the Start Date.

**4.2 Energy Charges:** For each month during the Discount Period, the Energy Charge for electricity will be equal to the Lowest RRO Rate for that month minus the Discount. The Lowest RRO Rate changes monthly and so will your Energy Charge for electricity during the Discount Period. After the Discount Period, your Energy Charge for electricity will be the fixed amount shown on the Product Sheet for the duration of the term of your Contract. If your Contract includes natural gas

(i.e. if it is a Dual Fuel contract), the Energy Charge for natural gas for the entire term of your Contract will be the fixed amount shown on the Product Sheet.

**4.3 Early Exit Fees** – There are no Early Exit Fees.

**4.4 Device Cost Recovery Fees** – There are no Device Cost Recovery Fees.

### 5.0 TERMS APPLICABLE TO THE SUPER FLEX PLAN

#### 5.1 Key Terms

“NGX AB-NIT Month Ahead Index {7A}”

The NGXAB-NIT Month Ahead Index {7A} is determined by calculating the volume weighted average of all the Transactions during a calendar month in the Product that represents gas delivery for the following calendar month. In the event that CGPR or Exchange does not report the required information to determine the NGX AB-NIT Month Ahead Index {7A} hereunder, or the NGX AB-NIT Month Ahead Index {7A} is otherwise not determinable, the price will be the price determined by the Exchange with reference to the most comparable reported prices in respect of Intra-Alberta gas bought and sold for the entire delivery Month on the TCPL Alberta System based on agreements made during the Month immediately prior to the delivery Month.

“Flex-Through Price” means, for any billing period, the per GJ price you will pay for natural gas calculated by taking the “NGX AB-NIT Ahead Index {7A} Price for that period and adding \$2.00/GJ; provided that from November 1st to March 31st in any agreement year, the Flex-Through Price will not exceed \$5.99/GJ.

**5.2 Early Exit Fees** – There are no Early Exit Fees.

**5.3 Device Cost Recovery Fees** – There are no Device Cost Recovery Fees.

### 6.0 TERMS APPLICABLE EXCLUSIVELY TO SUPER FLEX PLUS PLAN

#### 6.1 Electricity Key Terms

“Lowest RRO Rate” means, for any month, the lowest “regulated rate” for electricity that is charged by Direct Energy Regulated Services, ENMAX Energy Corporation, Epcor Energy Alberta Inc. or City of Lethbridge to their “regulated customers” in that month [as each of those terms is defined in the Regulated Rate Option Regulation, as amended, replaced or restated from time to time], expressed in kilowatts per hour. “Discount” means, with respect to your plan, the amount set out on the Product Sheet, expressed as a percentage that is to be deducted from the Lowest RRO Rate. The amount varies by plan and is indicated on the Product Sheet.

“Discount Period” means, with respect to your plan, the period set out on the Product Sheet during which the Energy Charges will be based on the Lowest RRO Rate minus the Discount. The period varies by plan and is indicated on the Product Sheet. If no Discount Period is set out on the Product Sheet for your plan, the Discount Period is 3 months. The Discount Period commences on the Start Date.

**6.2 Electricity Charges:** For each month during the Discount Period, the Energy Charge for electricity will be equal to the Lowest RRO Rate for that month minus the Discount. The Lowest RRO Rate changes monthly and so will your Energy Charge for electricity during the Discount Period. After the Discount Period, your Energy Charge for electricity will be the fixed amount shown on the Product Sheet for the duration of the term of your Contract.

**6.3 Natural Gas Charges:** The Energy Charge for natural gas for the entire term of your Contract will be the “Flex Through Price” as described in Section 5.1.

**6.4 Early Exit Fees** – There are no Early Exit Fees.

**6.5 Device Cost Recovery Fees** – There are no Device Cost Recovery Fees.

### 7.0 TERMS APPLICABLE EXCLUSIVELY TO COMFORT AND CONTROL PLAN

#### Key Terms

**7.1 Electricity Charges:** The Energy Charge for electricity for the Initial term of your contract will be the “Lowest RRO Rate for that month minus the Discount” as described in Section 6.1 and 6.2.

**7.2 Natural Gas Charges:** The Energy Charge for natural gas for the Initial term of your contract will be the “Flex Through Price” as described in Section 5.1.

**7.3 Early Exit Fees** – There are no Early Exit Fees.

**7.4. Device Cost Recovery Fee** – Should you cancel a Comfort and Control Plan prior to the expiry date, you will be charged a Device Cost Recovery Fee of \$200. For clarity, if you cancel one of the two fuels, i.e., either natural gas or electricity, Direct Energy will have the right to charge you the Device Cost Recovery Fee mentioned above.

### 8.0 OBLIGATIONS FOR NEW CUSTOMER

Please review your existing contract and follow the requirements for cancellation, if any.



## STANDARD TERMS AND CONDITIONS

### 1.0 HOW WE DEFINE CERTAIN KEY TERMS IN OUR CONTRACT

These terms and conditions are approved by the Director of Fair Trading pursuant to the Energy Marketing Regulation. They have been drafted in plain language to make it easy for you to understand.

Contract	These terms and conditions, the Product Sheet and the Recorded Call if applicable.
Directive	Any contract with a Distribution Company or its tariffs, policies or directives.
Distribution Company	The organization that operates your local natural gas or electricity distribution system, including the load settlement agent.
Early Exit Fee	Your cost to end your Contract with us before its expiry date. The amount is described in the Product Sheet.
Energy	The natural gas or electricity, or both, that you are buying under this Contract.
Energy Charge	The price per unit that you agree to pay for the Energy supplied to you under this Contract. It is described in the Product Sheet.
Laws	Any law, regulation, Directive or other legal requirement relating to this Contract or the supply, sale, receipt and purchase of Energy.
Other Charges	The amounts you will pay us in addition to the Energy Charge that is related to the supply of Energy and services under this Contract. They are charged by third parties related to third party enrollment and exit fees, franchise fees, local access fees, transportation charges, transmission charges, delivery charges and Taxes. They also include amounts charged by us that are described in the Product Sheet.
Product Sheet	The document titled "Product Sheet" that describes what you are purchasing and your personal information.
Recorded Call	The recorded telephone call that describes what you are purchasing and your personal information. A telephone call conducted to verify a written agreement is not a Recorded Call.
Site	Your home, business or other locations noted as Site ID numbers in the Product Sheet.
Site Administration Fee	The amount set out in the Product Sheet that we charge you each month for each Site to administer your account.
Start Date	The date on the Product Sheet you will first receive Energy from us under this Contract.
Taxes	All lawful taxes and charges related to your purchase of Energy and services under this Contract.

### 2.0 SUPPLY OF ENERGY

#### 2.1 Conditions for supplying Energy

- Before we supply you with Energy and services, you must meet our credit requirements, and you must continue to meet our credit requirements; and
- Before we supply you with Energy and services, the Distribution Company must enroll your Site with us designated as your retailer.

#### 2.2 Credit requirements and deposits

You agree to provide us with and authorize us to receive from third parties reasonable financial and credit information if we request it. We will use it to evaluate your creditworthiness, and as a result we may require a deposit at any time during the term of this Contract.

#### 2.3 Appointing us as your agent

By entering into this Contract, you appoint us as your limited agent to deal with third parties for all purposes related to the performance of this Contract. In this role, we will conduct activities such as enrolling your Site, acquiring and arranging for the supply of Energy and services to you, and billing you for the Energy and services supplied to you. You authorize the Distribution Company to give us your consumption information and any related information that we may require.

This agency relationship ends when both of us have completed all obligations under this Contract and any renewal of it. When we act as agent, we only do so for the purposes directly related to this Contract. You are free to make your own decisions about the Energy and Contract you choose, and you agree that we are not your financial advisor and therefore have no liability for your choices.

### 3.0 BILLING, METERING AND PAYMENT

#### 3.1 Billing

We will bill you regularly and you must pay your bill. Your bill includes charges for all Energy supplied to you based on the Energy Charge, Other Charges, Site Administration Fee and any deposit. Occasionally your bill will contain charges or credits for adjustments related to those charges or your Energy consumption.

#### 3.2 Estimated and actual consumption

The portion of your bill related to consumption is based on your metered Energy consumption and estimates of consumption that we or the Distribution Company make. Periodically, we will make adjustments between estimated and actual consumption and bill you a debit or credit.

#### 3.3 Late payments or disputed invoices

If we do not receive your payment by the date indicated on the bill, we will

charge you the late payment fee set out in the Product Sheet. You have the right to dispute incorrect calculations or estimates if you inform us promptly, but you must pay your bill in full while a dispute is being resolved. If you are correct, we will adjust your bill. You are responsible for all legal and collection fees associated with us trying to collect any amounts owing, including Early Exit Fees.

#### 3.4 Use of deposit

We may use any deposit made by you for the payment of any amounts owing pursuant to this Contract.

### 4.0 CHANGES TO THE SUPPLY OF ENERGY AND ENDING THIS CONTRACT

#### 4.1 Moving

a) You must give us at least 45 days' advance notice before you move and tell us your new address. If the new location is within a territory we serve, we will amend this Contract to apply to your new location. Any interruption in supply of Energy or services caused by your failure to give us 45 days' notice and any additional costs either of us incur in serving the new location will be your responsibility.

b) If you move out of Alberta or to a territory we do not serve, then on the date of your move, this Contract will end without liability to either of us. If you move to a territory where we supply only electricity or natural gas, then, on the date of your move, this Contract, as it applies to the other commodity, will end without liability to either of us.

c) If we cannot supply electricity or natural gas, or both, to your new location for any other reason (including that a third party supplies you with electricity or natural gas, or both), this Contract, as it applies to electricity or natural gas, or both, will end and we may charge you the Early Exit Fee.

#### 4.2 Transferring this Contract

You may transfer this Contract to another person with our consent, which may be withheld. We may transfer this Contract to another Energy retailer by giving you notice.

#### 4.3 When we can end this Contract

We can end this Contract at our discretion if you:

- do not pay your bill in full by the date on your bill;
- do anything that prevents us from supplying you with Energy or services;
- increase your consumption above 2500 GJs or 250,000 kWhs per year; or
- do not give us satisfactory financial or credit information, do not give us a deposit when we request one, or do not meet our credit requirements.

#### 4.4 Your Rights to End this Contract

- a) You can end this Contract without cost or payment of the Early Exit Fee within 10 days after a copy of this Contract is received by you.
- b) You can end this Contract without payment of the Early Exit Fee:
- (i) within 60 days after the date you receive your first bill from us if this Contract was entered into during a Recorded Call; or
  - (ii) within one year from the date this Contract is entered into if we:
    - a. do not set out the date the supply of Energy or services will begin;
    - b. do not begin the supply of Energy or services within 30 days of that date (unless you expressly authorize the late start); or
    - c. were not properly licensed when we entered into this Contract;or
  - (iii) if another contract presently exists for the supply of Energy to your Site (but not if the existing contract expires on or before the start of this Contract).

You understand that if you end this Contract pursuant to Section 4.4(b) that you will continue to be responsible for the costs associated with your Energy consumption used under this Contract.

#### 4.5 De-Enrolling You with the Distribution Company

When this Contract ends we will ask the Distribution Company to de-enroll your Site. When it does, you will receive Energy from a default supplier or another retailer you choose. The obligations under this Contract will not end until the disenrollment is finished and we have each completed all of our obligations to each other.

#### 4.6 Payment of Early Exit Fee

If we charge you the Early Exit Fee, it will appear on your bill. If you do not pay it to us by the date indicated, we will charge you the late payment fee.

#### 5.0 Unexpected Events

##### 5.1. Inability to Perform

Certain events beyond our control may make it impossible for us to supply Energy or services to you. We are not legally responsible to you in those events and will resume supplying Energy or services as soon as we reasonably can. This Contract will otherwise remain in full effect.

##### 5.2 Change of Laws

If we believe a change in Laws requires that we make a change to this Contract, we will notify you and the changes will apply 30 days after the notice is sent. The Energy Charge and expiry date will not change unless you agree. If a change in Laws stops us from supplying Energy or services under this Contract or creates additional costs for us that are not included in Other Charges, then we may end this Contract. If so, we will notify you and 30 days after the notice is sent, this Contract will end without liability to either of us.

#### 6.0 OTHER DUTIES AND RESPONSIBILITIES

##### 6.1 Promises

We both need each other's assistance to successfully perform this Contract. Therefore, we both promise to comply with Laws and to help each other in enrolling your Site.

##### 6.2 LIMITATION ON RESPONSIBILITY

**WE DO NOT CONTROL THE PHYSICAL SYSTEMS THAT CARRY YOUR ENERGY AND THEREFORE WE DO NOT CONTROL WHETHER OR HOW YOU RECEIVE ENERGY. WE HAVE NO CONTROL OVER THINGS SUCH AS THE QUALITY, PRESSURE, VOLTAGE, FREQUENCY OR CONTINUITY OF YOUR ENERGY OR ITS SUPPLY. OTHERS, INCLUDING THE DISTRIBUTION COMPANY,**

**CONTROL THESE THINGS AND WE ARE NOT RESPONSIBLE FOR ANY OF THEM. WE ARE ONLY RESPONSIBLE FOR DAMAGES CAUSED DIRECTLY BY OUR ACTIONS (AND SPECIFICALLY EXCLUDE LIABILITY FOR THE ACTIONS OF THOSE FOR WHOM WE ARE NOT RESPONSIBLE AT LAW). WE ARE NOT RESPONSIBLE FOR PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OR DAMAGES FOR LOSS OF USE, REVENUE, PROFIT OR OPPORTUNITY.**

#### 7.0 Miscellaneous

##### 7.1 Privacy

Our privacy policy governs the way we use the information you give us. We only use it to establish and collect money for your account, to supply Energy under this Contract, to meet our contractual obligations with others, for law enforcement activities and to communicate with you about our other services. You consent to us collecting, retaining, using and disclosing your information in this way unless you contact us and tell us otherwise. Any withdrawal of consent that prevents us from supplying Energy and services will result in the application of the Early Exit Fee. Please note that personal information collected in connection with the entering into and performance of this Contract may be transmitted to and processed by service providers outside Canada. To obtain more information about our Privacy Policy, including our policies and practices regarding service providers outside of Canada, or to obtain the contact information for our Privacy Officer, please visit our website at [www.directenergy.com](http://www.directenergy.com) or email us at [privacy@directenergy.com](mailto:privacy@directenergy.com) or call us at the number provided on your bill.

##### 7.2 Notices

Each of us must deliver any notice related to this Contract to the other's address on the Product Sheet. You are required to produce independent evidence that the notice was delivered. Each of us may change our address by giving notice to the other.

##### 7.3 Entire Contract and execution

We both agree that this Contract is the only thing we may look to as the evidence of the agreement between us. Except for changes to personal information and the like, we both can only amend this Contract in writing or by telephone if allowed by Laws.

##### 7.4 Waiver, remedies and sections that don't end

No failure or delay to exercise a right under this Contract will cancel that right. Seeking one remedy does not prevent either one of us from seeking any other remedies we are entitled to seek. Section 6.2 does not end when this Contract ends but stays in effect.

##### 7.5 Fixing legal problems with this Contract

If any part of this Contract is illegal or cannot be enforced, we both agree that it will be fixed to be legal and enforceable. If that part cannot be fixed without changing our intention in this Contract, it will be removed and the rest of this Contract will stay in effect.