

Voltage Vision Services LTD. Conditions of Service Canada

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INTRODUCTION

These Conditions of Service set out the terms and conditions upon which Voltage Vision provides sub-metering and/or billing services (which may include meter reading, allocation of Commodities to individual suites or units, billing and/or collection activities) to residential and commercial customers in Canada.

1.1 IDENTIFICATION OF VOLTAGE VISION

Voltage Vision Services Ltd. (“Voltage Vision”) is a corporation existing under the laws of the Province of Ontario and operates a business of providing utility sub-metering and related billing services to multi-unit buildings in Canada. Voltage Vision is licenced as a Unit Sub-Meter Provider of electricity by the Ontario Energy Board (Licence No. ES-2024-0359).

1.2 CONDITIONS OF SERVICE AND GOVERNING LAWS

Voltage Vision conducts its operations in accordance with Applicable Laws, these Conditions of Service and its agreements with Customers and Principal Consumers. Though these Conditions of Service are a licensing requirement for Voltage Vision in the Province of Ontario, the provisions of these Conditions of Service set out the terms and conditions under which Voltage Vision provides sub-metering and billing services across Canada except to the extent of any conflict with Applicable Laws.

1.3 INTERPRETATION

In these Conditions of Service, unless the context otherwise requires:

- Headings, paragraph numbers, formatting and underlining are for convenience only and do not affect the interpretation of these Conditions of Service;
- Words referring to the singular include the plural and vice versa;
- Words referring to a gender include any gender.

1.4 CONFLICTS, AMENDMENTS AND CHANGES

These Conditions of Service shall be deemed to have been automatically amended to the minimum extent necessary to achieve compliance with Applicable Laws. The provisions of these Conditions of Service and any amendments thereto form part of the contract between Voltage Vision and applicable Customers, and between Voltage Vision and the applicable Principal Consumers.

In the event of a conflict between this document and Applicable Laws, such Applicable Laws shall prevail. In the event of a conflict between an agreement Voltage Vision has with a Customer and these Conditions of Service, or between an agreement between Voltage Vision and a Principal Consumer, then these Conditions of Service shall prevail

unless explicitly stated otherwise in the agreement between Voltage Vision and the Principal Consumer.

In the event of changes to these Conditions of Service, Voltage Vision will provide notice of the changes in accordance with the Unit Sub-Metering Code before they become effective, and will post the current version of the Conditions of Service on its website (www.voltagevision.com). Upon request, Voltage Vision will provide any Customer with a written copy of these Conditions of Service.

1.5 CONTACT INFORMATION

Customers may contact Voltage Vision using following methods:

Telephone:

Customer Inquiries, Account Information, Billing: (416) 857-9547

Mail:

Voltage Vision Services LTD
4711 YONGE ST, 10TH FLOOR
TORONTO ON M2N 6K8

Email: customercare@voltagevision.com

Alternative formats and communication methods are available upon request.

SECTION 2 SECURITY DEPOSIT

2.1 SECURITY DEPOSIT REQUIREMENTS

Unless otherwise expressly agreed to in a customer agreement, and except for customers who qualify for a waiver under Section 2.3, every customer is required to provide a security deposit.

Security deposits must be paid to Voltage Vision using one of the following methods: (i) cash; (ii) cheque; or (iii) in the case of a non-residential customer, an automatically renewing, irrevocable letter of credit issued by a Schedule I or Schedule II bank under the *Bank Act*. Voltage Vision may, at its discretion, accept any other form of security it deems acceptable.

The amount of the security deposit will not exceed the billing factor times the estimated monthly bill based on the customer's average monthly load during the most recent 12 consecutive months within the past two years. Where the average monthly load for the customer is not available or where Voltage Vision's systems are not capable of making the above calculation, a reasonable estimate will be made using information from a similar property used for similar purposes. Where a non-residential customer has a payment history which discloses more than one disconnection notice in a relevant 12-month period, that customer's highest actual or estimated monthly load, rather than the customer's average monthly load, may be used to calculate the maximum amount of the security deposit.

The billing factors are as follows:

- 2.5 for monthly billed customers
- 1.75 for bi-monthly billed customers
- 1.5 for quarterly billed customers

2.2 PAYMENT BY INSTALLMENTS

Non-residential customers may pay security deposits in 4 equal monthly installments. Residential customers may pay security deposits in 6 equal monthly installments, including where an existing security deposit has been applied against amounts owing, as permitted by the Unit Sub-Metering Code (if applicable), and Voltage Vision has requested the customer to repay the amount of the applied security deposit, or where Voltage Vision has determined that the amount of the security deposit should be increased. Other than electricity residential customers in Ontario, Voltage Vision may require that any such repayments or additional security deposit be paid at the same time as the customer's next bill.

2.3 WAIVER CONDITIONS

Security deposits will be waived if any of the following conditions are met:

a) In the case of a residential customer, if the customer has demonstrated a good payment history of one year, and in the case of a non-residential customer, if the customer has demonstrated a good payment history of three years; provided that the time period to demonstrate good payment history must be the most recent period of time and some of the time period must have occurred in the previous 24 months. A customer is deemed to have a good payment history unless, during the relevant time period: (i) the customer has received more than one disconnection notice from Voltage Vision; (ii) more than one cheque or more than one pre-authorized payment provided to Voltage Vision has been returned for insufficient funds; (iii) a disconnection or collection trip has occurred; or (iv) Voltage Vision has applied a security deposit against an amount owing by the customer at the time and Voltage Vision requested the customer to repay the amount of the security so applied. A customer is also deemed to have a good payment history if the customer provides a letter

from a licenced electricity distributor in Canada confirming a good payment history with that distributor during the relevant time period;

b) In the case of a residential customer, if the customer participates in and meets the requirements of Voltage Vision's pre-authorized payment plan, provided that a deposit may otherwise be required by Voltage Vision as permitted by section 4.1.3B of the Unit Sub-Metering Code (if applicable);

c) The customer provides an acceptable credit reference from a recognized credit agency;
or

d) In the case of an electricity residential customer in Ontario, if the customer is an eligible low-income consumer and the customer requests a waiver of the applicable security deposit and meets the applicable waiver conditions under the Unit Sub-Metering Code.

2.4 REFUND OR APPLICATION OF SECURITY DEPOSITS

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 Voltage Vision account when the account is closed, before issuing a disconnection notice for non-payment to a residential electricity customer where required by Applicable Laws, or otherwise in accordance with Applicable Laws.

Security deposits will be refunded when the account is closed or when the customer has demonstrated a good payment history with Voltage Vision for a minimum period of one year for residential customers or three years for non-residential customers. Upon a customer's request and provided that such request is made no earlier than 12 months after the payment of a security deposit or after the previous similar request, Voltage Vision will review the customer's account to determine whether the security deposit will be refunded to the customer or adjusted to reflect the maximum amount of security deposit required by Voltage Vision.

Interest shall accrue monthly on security deposits paid by cash, cheque, money order or bank draft 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 two 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.

Upon final billing of an account, security deposits paid by cash, cheque, money order or bank draft, plus interest, will be applied to the final bill, and any remainder will be refunded to the customer within the time required by Applicable Laws, including within six weeks of account closure where required by the Unit Sub-Metering Code. Security deposits paid

other than by cash, cheque, money order or bank draft will be applied after the final bill due date, if full payment is not received from the customer.

SECTION 3 BILLING CYCLE PERIOD AND PAYMENT

3.1 BILLING CYCLE PERIOD

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

3.2 ISSUANCE OF BILLS

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

3.3 PAYMENT REQUIREMENTS

Bills are rendered for sub-metering and/or billing services provided to the customer. Bills are payable in full by the due date (i.e., no later than 20 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.

Overdue amounts accrue interest at 1.5 % per month (19.56 % per annum), compounded monthly, or such other rate as may be approved by the Ontario Energy Board and set out in Schedule A.

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

Outstanding bills are subject to the collection process and may ultimately lead to the Customer's premises having a lien placed on it or disconnection of services.

Customers may be required to pay special charges, including (without limitation) those charges set out in Schedule A of these Conditions of Service.

3.4 JOINT BILLING ARRANGEMENTS

Where Voltage Vision issues a single bill to a customer for other services in addition to electricity sub-metering services, Voltage Vision will allocate any payment of such bill in accordance with the terms of any relevant agreements in respect of such joint billing, subject to and in accordance with Applicable Laws. Unless otherwise required by Applicable Laws, payments shall be applied first to electricity charges, then to water or other utility charges, and finally to ancillary services.

3.5 COLLECTION

Outstanding bills are subject to Voltage Vision's collection process and may ultimately lead to the Customer's electricity service (if applicable) being disconnected. Before issuing a disconnection notice for non-payment, Voltage Vision will offer the customer an arrears payment arrangement in accordance with Section 3.8 of these Conditions of Service and Applicable Laws. Any disconnection for non-payment will follow the applicable notice, timing and closed-day rules required by Applicable Laws. Service will be restored once satisfactory payment has been made or other applicable reconnection conditions have been satisfied. Disconnection of electricity service does not relieve the customer of any liability for arrears. See also Section 5.1.1 (Electricity Disconnection due to Non-Payment) below.

A non-sufficient-funds charge applies to each returned payment, as set out in Schedule A.

Customers may be required to pay standard service charges and deposits, on request, including (without limitation) those charges set out in Schedule A hereto.

Voltage Vision may report a customer's payment history to credit-reporting agencies in accordance with the Personal Information Protection and Electronic Documents Act (Canada) and all other applicable federal or provincial consumer-reporting laws.

3.6 COLLECTION ON BEHALF OF BUILDING

In certain cases, Voltage Vision collects payments on behalf of the owner, property manager or strata/condominium corporation of the building, as applicable, in which case outstanding bills may also be subject to the collection process of such owner, property manager or strata/condominium corporation. Voltage Vision acts solely as collection agent for the Principal Consumer and assumes no liability for the building's independent collection actions.

3.7 BILLING ERRORS

The following rules apply except where the Unit Sub-Metering Code governs, in which case the Code prevails.

Where Voltage Vision has under-billed a customer who is not responsible for the error, Voltage Vision may allow the customer to pay the under-billed amount in instalments over a period at least equal to the duration of the billing error, up to a maximum of two (2) years. If the customer is an eligible low-income electricity consumer, the customer may instead elect to repay the under-billed amount over ten (10) months when the amount is less than twice the average monthly bill, or over twenty (20) months when it equals or exceeds twice that amount, as permitted by Section 4.9.6 of the Unit Sub-Metering Code.

Where Voltage Vision has under-billed a customer who is responsible for the error, whether by way of tampering, wilful damage, unauthorised use or other unlawful actions, Voltage Vision may require payment of the full under-billed amount by means of a corresponding charge on the next regularly scheduled bill issued to the customer or on a separate bill to be issued to the customer responsible for the error. Interest on such under-billed amounts will accrue at the prime lending rate of Voltage Vision's principal bank, strictly in accordance with Section 4.9.10 of the Unit Sub-Metering Code.

Where Voltage Vision has over-billed a customer, Voltage Vision shall notify the customer of the over-billing and credit the full over-billed amount to the account in the next regularly scheduled bill issued to the customer. Where the over-billed amount equals or exceeds the customer's average monthly bill, Voltage Vision will, within ten (10) days of identifying the error, give written notice offering the customer either (i) payment by cheque within eleven (11) days of request or (ii) a credit on the next bill. Any credit calculated in accordance with Section 4.9.11 of the Unit Sub-Metering Code (being an amount equivalent to interest at the prime lending rate of Voltage Vision's principal bank) will be applied only where and to the extent that Code section requires.

If there are outstanding arrears on the customer's account, Voltage Vision may apply the over-billed amount to the arrears on the customer's account and credit the account with any remaining balance.

Where Voltage Vision has under-billed or over-billed a customer, the maximum period for which Voltage Vision is entitled to be paid, or the customer is entitled to be repaid, is two (2) years and twenty (20) calendar days after the bill for the relevant sub-metering and/or billing services was issued.

This Section 3.7 does not apply where Voltage Vision issues a corrected bill within sixteen (16) days of the original erroneous bill, in accordance with Section 4.9.13 of the Unit Sub-Metering Code.

In the event of a conflict or inconsistency between the provisions of this Section 3.7 and any Applicable Laws, the stricter requirement as set out in this Section 3.7 or such Applicable Laws shall prevail to the extent of such conflict or inconsistency.

3.8 ARREARS PAYMENT ARRANGEMENTS

Residential electricity customers in Ontario who are unable to pay outstanding electricity charges may request an arrears payment arrangement at no cost. Requests may be made by email, telephone, or any other method accepted by Voltage Vision.

Voltage Vision may also, at its discretion, offer payment arrangements or other payment relief to other customers in Canada, or in respect of other utility charges, on terms it considers appropriate in the circumstances and consistent with Applicable Laws.

Before entering into an arrears payment arrangement with a residential electricity customer in Ontario, Voltage Vision will apply any security deposit held on account against electricity charges owing and will require any down payment only to the extent permitted by Applicable Laws.

Voltage Vision will offer arrears payment arrangements on terms at least as favourable as required by Applicable Laws, including the Unit Sub-Metering Code. The length of the arrangement will depend on the amount of arrears, the customer's average monthly billing amount, and whether the customer qualifies as an eligible low-income customer. Voltage Vision may offer terms more favourable than the minimum required by Applicable Laws.

The availability, cancellation, renegotiation, reinstatement, and subsequent arrears payment arrangements for residential electricity customers in Ontario will be governed by Applicable Laws. Voltage Vision will provide any notice of cancellation, make available any reinstatement rights, and offer any second or subsequent arrears payment arrangement where and on the terms required by Applicable Laws.

Information regarding the Ontario Electricity Support Program and low-income eligibility is available through the Financial Help link at www.voltagevision.com and is printed on each bill.

Voltage Vision will provide Ontario residential electricity consumers, at least twice annually, with the written communications required by the Unit Sub-Metering Code, including information about arrears payment arrangements, LEAP, OESP, how to access these Conditions of Service, and how to contact the Ontario Energy Board.

SECTION 4 DISPUTE RESOLUTION

4.1 DISPUTE RESOLUTION PROCEDURE

A customer can dispute charges shown on the customer's bill or other matters by contacting and advising Voltage Vision of the reason for the dispute in accordance with the procedures described below. Voltage Vision will promptly investigate all disputes and advise the customer of the results. Voltage Vision will acknowledge a complaint within five (5) Business Days and will work to resolve it as promptly as practicable.

In addition to other approaches that may be pursued to resolve disputes or other specific dispute resolution processes set out in agreements with customers, Voltage Vision provides the following informal dispute resolution process:

Step 1 To register a complaint, a customer may (i) call Voltage Vision's Customer Care Centre at (416) 857-9547; (ii) e-mail Voltage Vision's Customer Care Centre at customercare@voltagevision.com; or (iii) write a letter to:

Voltage Vision Services LTD
4711 YONGE ST, 10TH FLOOR
TORONTO ON M2N 6K8

Step 2 If the matter is not satisfactorily resolved in Step 1, the customer may refer the matter to the Director or Customer Experience Manager, who will address the matter in consultation with the applicable manager and/or department.

Step 3 In the case of electricity customers in Ontario, if the matter is not satisfactorily resolved in Step 2, the customer may refer the matter to the Ontario Energy Board's Consumer Relations Centre.

Where no provincial energy regulator has jurisdiction, the customer retains all other remedies available at law.

Voltage Vision keeps a record of all complaints, whether resolved or not, including the name of the complainant, the nature of the complaint, the date resolved or referred and the result of the dispute resolution.

4.2 METER DISPUTES

Inaccuracy is an extremely rare occurrence. Most billing inquiries can be resolved between the customer and Voltage Vision without a meter-accuracy test. Upon the request of a customer, Voltage Vision will conduct a meter-accuracy test. Voltage Vision will charge the customer a meter-dispute fee as set out in Schedule A. If the meter is found to be inaccurate, Voltage Vision will refund the fee and make necessary adjustments to the customer's bill.

With respect to electricity, either Voltage Vision or the customer may request the involvement of Measurement Canada to resolve a meter dispute. If the customer initiates the dispute, Voltage Vision will charge the customer a meter-dispute fee as set out in Schedule A. If the meter is found to be inaccurate and Measurement Canada rules in favour of the customer, Voltage Vision will refund the fee and make necessary adjustments to the customer's bill.

SECTION 5 DISCONNECTIONS AND RECONNECTIONS (ELECTRICITY ONLY)

5.1 DISCONNECTION RIGHTS

Voltage Vision reserves the right to disconnect the supply of electricity for causes including, but not limited to:

- Contravention of any Applicable Laws;
- Adverse effect on the reliability and safety of the sub-metering system or the building's electrical distribution system;
- Imposition of an unsafe worker situation beyond normal risks inherent in the operation of the sub-metering system or the building's electrical distribution system;
- A material decrease in the efficiency of the sub-metering system or the building's electrical distribution system;
- A materially adverse effect on the quality of distribution services received by an existing connection;
- Inability of Voltage Vision to perform planned inspections, maintenance, repairs or replacement of all or any part of its metering equipment;
- Failure of the customer to comply with a directive of Voltage Vision that Voltage Vision makes for purposes of meeting its Unit Sub-Metering Licence obligations;
- Overdue amounts payable to Voltage Vision, including the non-payment of a security deposit;
- Failure of the customer to enter into a customer services agreement as required by these Conditions of Service;
- Failure of the customer to open an account with Voltage Vision and assume responsibility for electricity services delivered when that customer moves into an existing connected premises and consumes electricity;

- Failure of the customer to open an account with Voltage Vision after moving into a vacant premises;
- Failure of the customer to comply with any requirements in the Conditions of Services or a term of any agreement made between a customer and Voltage Vision, including, but not limited to a customer services agreement;
- A customer intentionally avoids bill payments by applying or re-applying for a new account under a different account-holder name, or otherwise acts fraudulently;
- Electrical interference caused by customer equipment or discovery of a hazardous condition that is not corrected in a timely fashion;
- Unauthorized electricity use (including electricity diversion, fraud or abuse by a customer);
- In compliance with a court order or order made by a Governmental Authority; and
- Any other conditions identified in these Conditions of Service or permitted by Applicable Laws.

Voltage Vision shall not be liable for any damage to the customer's premises resulting from any disconnection of service. Applicable collection notice, reconnection and other lawful charges may apply.

5.1.1 DISCONNECTION DUE TO NON-PAYMENT

Voltage Vision's bills are to be paid in full by the due date specified on the bill. If the electricity and electricity-related charges are still unpaid 20 calendar days after the date the bill was issued, Voltage Vision may issue a disconnection notice to the customer. For residential electricity customers in Ontario, Voltage Vision will not issue a disconnection notice for non-payment unless any security deposit held on account has first been applied against amounts owing and the applied security deposit is insufficient to cover the total amount owing. At least seven days before issuing a disconnection notice for non-payment, Voltage Vision will issue an account overdue notice to the customer. A residential customer may, at any time prior to disconnection, designate a third party to also receive any future disconnection notices by notifying Voltage Vision by email or telephone communications.

The disconnection notice will be provided in writing and, if sent by mail, will be deemed to be received on the fifth calendar day after mailing, if delivered by personal service, will be deemed to be received on the date of the delivery, or if delivered by being posted on the customer's property, will be deemed to have been received on the date of such posting.

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

Disconnections do not relieve the customer of the liability for arrears or other applicable charges for the balance of the term of the contract. Voltage Vision will not disconnect a

customer for non-payment until: (a) in the case of a residential customer that has provided Voltage Vision with documentation from a physician confirming that disconnection poses a risk of significant adverse effects on the physical health of the customer or their spouse, dependent family member or other person that regularly resides with the customer, 60 days after the date on which the disconnection notice is received by the customer; or (b) in all other cases, 14 days from the date on which the disconnection notice is received. Any disconnection notices issued for non-payment expire on the date that is 14 days after such 60- or 14- day minimum notice period, as applicable.

Voltage Vision will also make reasonable efforts to contact, in person or by telephone, a residential customer to whom it has issued a disconnection notice for non-payment at least 48 hours prior to the scheduled date of disconnection. Where the basis for disconnection is failure to pay a security deposit, Voltage Vision will provide the customer with any notice, payment opportunity, and installment option required by Applicable Laws before disconnecting service. Any account overdue notice, disconnection notice, third-party copy, posted notice, and pre-disconnection contact required under this Section will contain the information required by Applicable Laws.

5.1.2 WINTER-PERIOD PROCEDURE (15 November to 30 April)

- Voltage Vision may disconnect the supply of electricity to a residential Customer during the winter period; however, disconnection shall not occur unless all of the following conditions have been satisfied:
- Voltage Vision has offered an Arrears Payment Arrangement to the Customer in accordance with Section 3.8;
- Voltage Vision has made at least two reasonable attempts, at least forty-eight hours apart and during normal business hours, to contact the Customer by telephone after the disconnection notice was delivered;
- Where the Customer has provided a certificate from a qualified physician confirming that disconnection poses a risk of significant adverse effects on physical health, the minimum notice period in Section 5.1.1 is extended to sixty days;
- If the disconnection is effected remotely, Voltage Vision shall, on the date of disconnection, deliver or mail to the premises a Fire Safety Notice together with any other public-safety material required by Applicable Laws; and
- The disconnection is carried out in full compliance with Applicable Laws.

Reconnection shall be scheduled, and where feasible performed remotely, as soon as the Customer remedies the cause of disconnection and pays the applicable reconnection charge set out in Schedule A.

5.2 RECONNECTION PROCEDURES

Where the meter can be operated remotely, reconnection may be effected electronically without the need for an on-site appointment. Where remote reconnection is not available or is not appropriate in the circumstances, Voltage Vision may schedule an on-site reconnection appointment.

Disconnected electricity service may not be reconnected until the customer rectifies the condition leading to the disconnection and either: (a) pays all amounts properly owing to Voltage Vision, including any applicable reconnection charges, inspection costs, repair costs and any costs arising from unauthorized electricity use; or (b) otherwise complies with the terms of an arrears payment agreement between Voltage Vision and the customer, where reconnection on those terms is permitted by Applicable Laws.

Where an on-site reconnection is required, the customer will be given an appointment window for the reconnection and the customer or an authorized representative must be present at the premises at the time of reconnection. In the event that the customer or an authorized representative is not available at the scheduled time for an on-site reconnection, the customer may be held responsible for additional costs, in addition to any applicable reconnection charges as set out in Schedule A hereto, incurred by Voltage Vision to arrange for more than one reconnection appointment. Reconnections will be conducted in accordance with all Applicable Laws. Ontario electricity customers who have been disconnected for six months or more may be subject to an inspection conducted by the Electrical Safety Authority prior to reconnection. Unless Voltage Vision erred in disconnecting the customer, it is the responsibility of the customer to pay for such inspection.

Any reconnection charge under Schedule A will be applied only where the underlying reconnection is lawfully carried out and the applicable charge is set out in Schedule A. Unless otherwise required by Applicable Laws, the reconnection charge will be applied only when service is restored or a lawful reconnection attendance is performed. Voltage Vision may waive or reverse a reconnection charge where it was applied in error, where service was not actually reconnected, where waiver is required by Applicable Laws, in accordance with the terms of an arrears payment agreement, or otherwise in Voltage Vision's discretion.

5.3 LIEN RIGHTS

Where permitted in the agreement between Voltage Vision and the applicable Principal Consumer(s), Voltage Vision shall be entitled to register and/or enforce liens for common-expense arrears against any Customer if any bill issued by Voltage Vision to such Customer remains unpaid following the payment-due date specified in such bill. Any such lien shall be registered, enforced and discharged in accordance with the Condominium Act, 1998 (Ontario) or an equivalent provincial statute in other jurisdictions, as applicable. Liens would be discharged only upon the payment and satisfaction of all amounts owing

by the defaulting Customer, including without limitation, interest and any reasonable, documented costs of enforcement, etc.

SECTION 6 CUSTOMER AND VOLTAGE VISION RIGHTS AND OBLIGATIONS

6.1 CUSTOMER RIGHTS

A customer has the right to be provided with meter-data information applicable to their consumption or information applicable to the allocation of Commodities to their suite or unit, as applicable.

Customer information (including consumption, allocation and payment information) is collected by Voltage Vision subject to applicable privacy laws and Voltage Vision's privacy policy. Customers and authorised representatives of customers have the right to access current and historical usage information and data. Voltage Vision will provide such information within ten (10) Business Days of a written request, or sooner where it is already available through Voltage Vision's online portal. If an unforeseen system outage or other force-majeure event temporarily prevents access to the data, Voltage Vision will notify the customer and deliver the information as soon as practicable, and in any event in accordance with Applicable Laws.

6.2 VOLTAGE VISION RIGHTS

Voltage Vision's rights include, but are not limited to, the following:

6.2.1 ACCESS TO CUSTOMER PROPERTY

Voltage Vision shall have the right of reasonable and unimpeded access at all reasonable times to the serviced premises, as may be necessary to enable Voltage Vision (including its employees, agents and sub-contractors) to provide sub-metering and/or billing services to the serviced premises.

6.2.2 SAFETY

The customer will comply with all aspects of Applicable Laws with respect to ensuring that a building's electrical, mechanical or gas infrastructure, as applicable, and any equipment of the customer, including any in-suite HVAC equipment, are properly identified and connected for metering and operating purposes, if applicable. The customer will take whatever steps necessary to correct any deficiencies in a timely fashion. With respect to electricity sub-metering services, if the customer does not take such action within a reasonable time, Voltage Vision may disconnect the supply of electricity to the customer.

The customer shall not build or maintain or cause to be built or maintained any structure that would or could affect the safety, reliability or efficiency of Voltage Vision's meters and meter components, if any.

6.2.3 OPERATING CONTROL

The customer will provide a convenient and safe place, satisfactory to Voltage Vision, for installing, maintaining and operating its equipment, if any, in, on or about the customer's premises. Voltage Vision assumes no risk and will not be liable for damages resulting from the presence of its equipment on the customer's premises or approaches thereto, or action, omission or occurrence beyond its control, or negligence of any persons over whom Voltage Vision has no control.

No person shall remove, replace, alter, repair, inspect or tamper with Voltage Vision's equipment, if any, except Voltage Vision (including its employees, agents and sub-contractors) or another person lawfully entitled to do so. Customers will be required to pay the costs of repairs or replacement of any of Voltage Vision's equipment that has been damaged or lost by the direct or indirect act or omission of the customer or its representatives.

6.2.4 CUSTOMER EQUIPMENT

The customer will be required to repair or replace any equipment, including any in-suite HVAC equipment, owned by the customer that may affect the integrity or reliability of Voltage Vision's meters and meter components, if any. With respect to electricity sub-metering services, if the customer does not take such action within a reasonable time, Voltage Vision may disconnect the supply of electricity to the customer. In the event that Voltage Vision is providing thermal sub-metering services at the premises and any part of the in-suite HVAC equipment needs to be replaced, the customer shall provide at least sixty (60) days' prior notice to Voltage Vision.

6.2.5 PHYSICAL STRUCTURES

Construction, maintenance and repairs of all structures housing and/or supporting the electrical, mechanical or gas infrastructure, as applicable, and Voltage Vision's equipment, if any, are the responsibility of the owner or strata or condominium corporation of the applicable building, who is responsible for the maintenance and safe keeping conditions of its electrical, structural and mechanical facilities located on private property.

6.3 CUSTOMER CONTRACTS

6.3.1 OPENING AND CLOSING ACCOUNTS

A customer who wishes to open or close an account with Voltage Vision shall contact Voltage Vision's Customer Care Centre by phone, by written request (including requests submitted by email), through Voltage Vision's website or web portal, or other means acceptable to Voltage Vision. Additionally, despite the absence of a written agreement, any customer who uses the Commodities at the premises is deemed to be a customer with an implied contract in accordance with Section 6.3.3 of these Conditions of Service. The customer shall be responsible for payment to Voltage Vision for the use of the Commodities at the premises up to the date Voltage Vision is notified of the closing of the account. When a customer requests to close an account, a final bill will be issued for the account. With respect to electricity, if a new customer has not assumed responsibility for the services at the premises, Voltage Vision may disconnect the supply of electricity to the premises in accordance with Section 5.1 of these Conditions of Service.

6.3.2 STANDARD FORM OF CONTRACT

Voltage Vision requires all customers to enter into a customer services agreement in a form acceptable to Voltage Vision. The customer shall be responsible for updating its contact information with Voltage Vision from time to time. A copy of the current standard-form customer-services agreement will be provided to any customer upon request, at no charge, in accordance with Applicable Laws.

6.3.3 IMPLIED CONTRACT

In all cases, despite the absence of a written agreement, the taking of the Commodities by any customer constitutes the acceptance of the terms of Voltage Vision's Conditions of Service, as amended from time to time, and applicable charges as established by Voltage

Vision. Such acceptance and use of the Commodities shall be deemed, subject to Applicable Laws, to be the acceptance of a binding contract with Voltage Vision, in the form of Voltage Vision's applicable standard form customer services agreement.

6.3.4 LANDLORD AND TENANT AGREEMENT

If the owner of the premises rents out the premises, the owner is required to open an account with Voltage Vision and accept responsibility for the charges in respect of the Commodities consumed at or allocated to the premises until: (i) a new tenant opens an account and agrees to accept responsibility for such charges; or (ii) the owner advises Voltage Vision that they are no longer responsible for the account.

If a tenant closes their account with Voltage Vision, Voltage Vision will adhere to the date provided by the tenant, regardless of the terms of any written or oral agreement between that tenant and the owner of the premises, and a final bill will be issued for the account. Voltage Vision will revert the premises back to the owner's account as soon as any vacating tenant's account has been closed and the owner will be responsible for the account, and any charges in respect of the Commodities consumed at or allocated to the premises, even if the premises is vacant.

It is the owner's responsibility to ensure that Voltage Vision is aware of any changes in contact, mailing and/or billing information.

For greater clarity, if a tenant has closed an account and the owner of the premises has not opened an account or assumed responsibility for electricity services delivered to the premises, Voltage Vision may disconnect the supply of electricity in accordance with Section 5.1 and Applicable Laws. Any applicable collection notice, reconnection or other lawful charges will be charged only in accordance with Schedule A and Applicable Laws.

6.4 COMMODITIES SUPPLY

6.4.1 INTERRUPTION TO SUPPLY

Although it is Voltage Vision's policy to minimize inconvenience to customers, it is necessary to occasionally interrupt a customer's supply of the Commodities to allow work on the meters or meter components, if any. Voltage Vision will endeavor to provide customers with reasonable notice of planned interruptions. Notice may not be given where work is of an emergency nature involving the possibility of injury to persons or damage to property or equipment. Customers requiring a higher degree of security than that of normal supply are responsible for providing their own back-up or standby facilities. Customers may require special protective equipment or alternative water supply sources, as applicable, on their premises to minimize the effect of momentary supply interruptions. Where disconnection poses a risk of significant adverse effects on the physical health of the customer, the customer shall provide Voltage Vision with documentation from a

physician confirming such risk and shall notify Voltage Vision forthwith if that risk no longer exists or the documentation expires.

6.4.2 BACK-UP GENERATORS (ELECTRICITY)

Customers with portable or permanently connected emergency generation capability shall comply with all applicable criteria of all Applicable Laws and, in particular, shall notify Voltage Vision in all cases where customer's emergency generation provides supply to individual suites or units metered by Voltage Vision.

6.4.3 EQUIPMENT OWNED BY VOLTAGE VISION (SUB-METERED COMMODITIES)

Where Voltage Vision owns the metering equipment in a building, it is the responsibility of the customer, owner of a building and/or strata or condominium corporation, as applicable, to provide a convenient, unobstructed and safe location for the installation of such equipment acceptable to Voltage Vision.

6.4.3.1 GENERAL

No person, except those authorized by Voltage Vision, may remove, relocate, suspend, connect, disconnect, alter or otherwise interfere with meters, wires or ancillary equipment.

The customer, owner of a building and/or strata or condominium corporation, as applicable, will be responsible for the care and safekeeping of Voltage Vision's equipment. If any Voltage Vision equipment is damaged, destroyed or lost, the customer, owner of a building and/or strata or condominium corporation, as applicable, will be liable to pay Voltage Vision for the value of such equipment, or at the option of Voltage Vision, the cost of repairing the same.

The metering location provided shall be for the exclusive use of Voltage Vision. No equipment, other than that provided and installed for or by Voltage Vision may be installed in any part of such space.

The owner of a building and/or strata or condominium corporation, as applicable, will be responsible to provide a proper power supply for all metering devices and components as per Voltage Vision's design.

When an electricity disconnection device has been locked and tagged in the "OFF" position by Voltage Vision, under no circumstances shall anyone remove the lock and tag and energize it without first receiving approval from Voltage Vision.

6.4.3.2 METERING SERVICES IDENTIFICATION (ELECTRICITY)

The owner of a building and/or strata or condominium corporation, as applicable, shall permanently and legibly identify each metered service with respect to its specific address, including unit or apartment number. The identification shall be applied to all service switches, circuit breakers, meter cabinets and meter mounting devices.

6.4.3.3 WORKING SPACE

Clear working space shall be maintained in front of all equipment and from all side panels in accordance with Applicable Laws.

6.4.3.4 METER ACCESS

The customer, owner or property manager of a building and/or strata or condominium corporation, as applicable, must provide or arrange free, safe and unobstructed access to Voltage Vision (including its employees, agents and subcontractors) for the purpose of meter reading, meter changing, meter installation or removal, meter inspection, meter repair, meter disconnection or meter reconnection.

6.4.3.5 METER READING

Voltage Vision collects consumption data manually, automatically or remotely. When actual readings are not scheduled or available, Voltage Vision reserves the right to use an estimated meter read for consumption and/or demand data.

6.4.3.6 FINAL METER READING

When a service is no longer required, the customer shall provide sufficient notice of the date the service is to be discontinued so that Voltage Vision can obtain a final meter reading as close as possible to the final reading date. The customer shall provide access to Voltage Vision (including its employees, agents and subcontractors) for this purpose. If a final meter reading is not obtained, the customer shall pay a sum based on an estimate of the Commodities consumed since the last meter reading.

6.4.3.7 FAULTY REGISTRATION OF METERS (ELECTRICITY)

Metering electricity and gas usage for the purpose of billing is governed by the federal Electricity and Gas Inspection Act and associated regulations, under the jurisdiction of Measurement Canada. Voltage Vision's revenue meters are required to comply with the accuracy specifications established by the regulations under the above Act. In the event of incorrect electricity metering, as applicable, Voltage Vision will work with Measurement

Canada to determine the correction factors based on the specific cause of the metering error and the customer's electricity history. The customer shall pay a reasonable sum for all the electricity supplied, as applicable, based on the reading of any meter formerly or subsequently installed on the premises by Voltage Vision, with due regard being given to any change in the characteristics of the installation and/or the demand.

In circumstances involving Measurement Canada, if Measurement Canada determines that the customer was overcharged, Voltage Vision will reimburse the customer for the amount incorrectly billed as directed by Measurement Canada.

SECTION 7 TARIFFS AND CHARGES

Voltage Vision 's current standard service charges are set out in Schedule A hereto. These standard service charges are subject to change from time to time. Information about changes will also be provided to all customers in accordance with Applicable Laws.

In addition to charges for the Commodities consumed at or allocated to individual suites and units and charges for Voltage Vision's services, miscellaneous charges include, but are not limited to, those outlined in Schedule A. Voltage Vision may also pass-through all or a portion of a rental charge for equipment such as heat pumps and EV chargers, the amount of which will be established by the owner, property manager or strata or condominium corporation of the building, as applicable, subject to any Applicable Laws limiting the amount or ability to do so.

SECTION 8 OTHER

8.1 NO CONSEQUENTIAL DAMAGES

Notwithstanding any other provision in these Conditions of Service, in the event of a disruption in the supply of the Commodities, Voltage Vision shall not be liable under any circumstances for any loss of profits or revenues, business-interruption loss, loss of contract, loss of goodwill, or for any direct, indirect, consequential, incidental, special, punitive, or exemplary damages, whether such liabilities, losses, or damages arise in contract, tort, or otherwise, except to the extent they are caused by the gross negligence or wilful misconduct of Voltage Vision. In every case, the maximum aggregate liability of Voltage Vision shall not exceed the total amount of Voltage Vision service charges actually paid to Voltage Vision for the affected premises during the twelve (12)-month period immediately preceding the date of the claim.

8.2 FORCE MAJEURE

Neither Voltage Vision nor any customer shall be deemed to be in default of the performance of any of its obligations or covenants to the other party during any period when

such party is prevented from such performance by reason of a strike, lock-out, labour disruption, unavailability of materials, by operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, epidemic, pandemic, any public health orders or guidelines issued in response to an epidemic or pandemic, act of God, act of terrorism or any other condition which is beyond the control of such party and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For clarity, financial inability shall not constitute a force majeure event.

SECTION 9 GLOSSARY OF TERMS

“Applicable Laws” means in respect of any person, property, transactions, event or course of conduct, all applicable laws, statutes, rules, by-laws, treaties, regulations, codes, ordinances, regulatory policies, guidelines and all applicable official directives, orders, judgments and decrees of or similar requirement made or issued by a Governmental Authority having the force of law (i) applicable to or binding upon such person, property, transaction, event or course of conduct or (ii) to which that person or any of its property is subject.

“Conditions of Service” means this document, which sets out the terms and conditions upon which Voltage Vision provides electricity sub-metering and/or billing services to residential and commercial customers.

“Eligible low-income consumer” has the meaning ascribed thereto in the Unit Sub-Metering Code.

“Governmental Authority” means the government of Canada, any province, territory or other political subdivision thereof and any person exercising any executive, regulatory, judicial or administrative authority thereof.

“Voltage Vision” means Voltage Vision Services LTD., and its successors and assigns

“Unit Sub-Metering Code” means the Unit Sub-Metering Code prescribed by the Ontario Energy Board setting out the minimum conditions and standards that a licenced unit sub-meter provider in Ontario must meet when providing unit sub-metering services for electricity on behalf of exempt distributors.

“Commodity” means electricity, and may include water, thermal energy, or gas in the future, subject to obtaining all necessary approvals from the Ontario Energy Board (OEB) and any other relevant regulatory authorities.

SCHEDULE A: STANDARD SERVICE CHARGES

Service Type	Fee* (CAD)
New Service Set-up (first commodity)	\$50
Additional Commodity Set-up	\$22.50
Late Payment	1.5% monthly (19.56% annually)
NSF / Bank Return	\$45.00 first; \$50.00 repeat within 12 months
Lawyer Letter	\$25.00
Meter Dispute (where no defect found)	\$75.00/hr (Minimum 4 hour call out)**
Credit Check	\$40.00
Duplicate Invoice/Bill Reprint	\$20.00
Account Statement	\$20.00
Arrears Certificates	\$25.00
Reconnection (regular business hours)	\$210.00
Reconnection (after business hours)	\$410.00
Reconnection Rescheduling	\$110.00
Paper Bill Service (per bill)	\$2.25
Security Deposit	Per Section 2; Section 2.3 waiver applies.
Collection Notice / Disconnection Notice	\$40.00
Pre-Lien***	\$200.00
Lien****	\$750.00

* Fees are subject to applicable taxes and may be changed only in accordance with these Conditions of Service and Applicable Laws.

** Fee reflects technician/service-call time and administrative processing. Voltage Vision refunds the fee when the meter is found inaccurate.

*** Where Voltage Vision retains Lien Rights, this charge recovers legal expenses for placing a Pre-Lien on a property.

**** Where Voltage Vision retains Lien Rights and arrears are not paid within the specified period for a Pre-Lien, this charge recovers legal expenses for placing a Lien on a property.