

## End User Terms of Service

Please read these End User Terms of Service (the “TOS”) carefully. This TOS governs any use of (including access to) **the application** which we update from time to time (each, together with any information, data, content or other materials and services available on or through such product or service, successor product(s) or service(s) to such product or service, and any website or mobile software application through which we make such product or service or successor product(s) or service(s) available to you, a “**Solution**”). Your use of a Solution constitutes your consent to this TOS and any applicable Solution Terms, as defined below (collectively, the “**Agreement**”).

Additional terms may apply with respect to particular Solutions. Solution Terms may be set forth in Appendix A to this TOS, made available on or through the Solutions, or otherwise made available to you by us. In the event of any irreconcilable conflict between the TOS and any Solution Terms, the Solution Terms will control to the extent of such conflict, solely with respect to the applicable Solution.

BY USING A SOLUTION, YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT OR, IF YOU ARE NOT, THAT YOU HAVE OBTAINED PARENTAL OR GUARDIAN CONSENT TO ENTER INTO THIS AGREEMENT.

IF YOU ARE AN INDIVIDUAL ACCESSING OR USING A SOLUTION ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN “**ORGANIZATION**”), AND SUCH ORGANIZATION HAS ENTERED INTO ONE OR MORE SEPARATE AGREEMENTS GOVERNING THE USE OF SUCH SOLUTION, THEN NOTHING IN THIS AGREEMENT LIMITS YOUR OR SUCH ORGANIZATION’S OBLIGATIONS OR OUR RIGHTS UNDER THOSE AGREEMENTS WITH RESPECT TO SUCH SOLUTION, AND THOSE AGREEMENTS WILL GOVERN SUCH ORGANIZATION’S USE OF (INCLUDING ACCESS TO) SUCH SOLUTION. References to “**you**” and “**your**” in this Agreement will refer to the individual using the Solution.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN SECTION 18 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

1. **Changes.** We may change this TOS and any Solution Terms from time to time by notifying you of such changes by any reasonable means, including by posting a revised TOS or Solution Terms through a Solution or any other applicable website by us. No such changes will apply to any dispute between you and us arising before we posted the revised TOS or Solution Terms that contain such changes, or otherwise notified you of such changes.

Your use of a Solution following any changes to this TOS or any applicable Solution Terms will constitute (a) your acceptance of such changes to this TOS, which will apply with respect to all Solutions; and (b) your acceptance of such changes to the Solution Terms, which will apply with respect to the corresponding Solution. The “Last Updated” legend above indicates when this TOS was last changed. We may, at any time and without liability, modify or discontinue all or part of a Solution (including access to any Solution via any third-party resources); charge, modify or waive any fees required to use any Solution; or offer opportunities to some or all Solution users.

2. **Information Submitted Through a Solution.** Your submission of information through any Solution is governed by the Privacy Policy, as updated by us from time to time, currently [accessible here](#) (the “**Privacy Policy**”). You represent and warrant that any information you provide in connection with any Solution is and will remain accurate and complete, and that you will maintain and update such information as needed.

3. **Jurisdictional Issues.** The Solution is offered and controlled by us in Canada. We make no representations that the Solution, or any portion thereof, are appropriate or available for use in other locations. Any use of a Solution is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit a Solution’s availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

4. Rules of Conduct. In connection with any Solution, you must not:

Post, transmit or otherwise make available through or in connection with the Solution any information, data, content or other materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.

Post, transmit or otherwise make available through or in connection with the Solution any information, data, content or other materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.

Post, transmit or otherwise make available through or in connection with the Solution any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a “**Virus**”).

Use the Solution for any commercial purpose, including using the Solution for or in connection with any facility management, service bureau or time-sharing purposes, services, or arrangements, or otherwise use the Solution for processing information, data, content or other materials on behalf of any third party.

Use the Solution for any purpose that is fraudulent or otherwise tortious or unlawful.

Harvest or collect information about users of the Solution.

Interfere with or disrupt the operation of the Solution or the servers or networks used to make the Solution available, including by hacking or defacing any portion of the Solution; or violate any requirement, procedure or policy of such servers or networks.

Interfere with or disrupt the integrity of any information, data, content or other materials available in or through the Solution.

Restrict or inhibit any other person from using the Solution.

Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Solution except as expressly authorized herein, without our prior written consent.

Reverse engineer, decompile or disassemble any portion of the Solution, except where such restriction is expressly prohibited by applicable law.

Remove or alter any copyright, trademark or other proprietary rights notice on the Solution.

Frame or mirror any portion of the Solution, or otherwise incorporate any portion of the Solution into any product or service, without our prior written consent.

Systematically download and store any information, data, content or other materials available in or through the Solution.

Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather any information, data, content or other materials available in or through the Solution, or reproduce or circumvent the navigational structure or presentation of the Solution, without our prior written consent.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use any Solution.

5. Registration; No Sharing of User Name and Password. You may need to register or otherwise establish an account to use all or part of a Solution. We may reject, or require that you change, any username, password or other information that you provide to us in registering or otherwise establishing an account. Your user name and password are for your personal use only and should be kept confidential. YOU MUST NOT PROVIDE YOUR USER NAME AND PASSWORD TO ANY OTHER PERSON OR ENTITY FOR PURPOSES OF ACCESSING OR USING ANY SOLUTION. You, and not us, are responsible for any use or misuse of your user name or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user name or password, or your account.

YOU MUST NOT, DIRECTLY OR INDIRECTLY, ALLOW ANY OTHER PERSON OR ENTITY TO USE YOUR ACCOUNT TO ACCESS OR USE ANY SOLUTION.

6. Submissions. You and other users of a Solution may have the ability to make certain information, data, content or other materials (each, a “**Submission**”) available through or in connection with a Solution (for example, reports generated by using a Solution), including through a Solution’s interactive services or sharing functionality. We have no control over and are not responsible for any use or misuse (including any distribution) by any third party of Submissions. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH ANY SOLUTION, YOU DO SO AT YOUR OWN RISK.

7. License. For purposes of clarity, you retain ownership of your Submissions. For each Submission, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze, exploit and practice such Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials).

In addition, if you provide to us any ideas, proposals, suggestions or other information or materials (“**Feedback**”), whether related to a Solution or otherwise, such Feedback will be deemed a Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place us under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this Agreement, including in this Section, and that your Submissions, and your provision thereof through and in connection with any Solution, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

8. Monitoring. We may (but have no obligation to) monitor, evaluate, alter or remove Submissions before or after they appear on or through any Solution at our sole discretion. In addition, we may track or analyze your access to or use of any Solution. We may use and disclose to anyone (including third parties) information regarding your access to and use of any Solution, and the circumstances surrounding such access and use, for any reason or purpose, including in connection with performing services for you, in connection with operating any Solution, or for analytic, statistical, security, quality control, and similar purposes (including in aggregate form, e.g., to analyze systems performance).

9. Your Limited Rights. None of the Solutions or Third Party Materials (as defined below) are sold to you. Your only rights in or to any Solutions or Third Party Materials are those (if any) that are granted to you under an express license in this Section or the applicable Solution Terms (and, with respect to Third Party Materials, under an applicable license between you and the corresponding third-party licensor). With respect to a particular Solution, subject to your compliance with this Agreement, and solely for so long as you are permitted by us to access and use the Solution: (a) with respect to any mobile software application component of the Solution (each, an “**App**”), we hereby permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the Solution on a mobile device that you own or control, solely for your personal, non-commercial use; and (b) with respect to any other component of the Solution, you may use any such portion of the Solution to which we provide you

access under this Agreement, as viewable on any single device, solely for your personal, non-commercial use. If you fail to comply with any of the terms or conditions of this Agreement with respect to a particular Solution, you must immediately cease using the Solution and, with respect to any App, remove (that is, uninstall and delete) the Solution from your mobile device.

10. **Proprietary Rights.** We and our suppliers own the Solutions, which are protected by proprietary rights and laws. As between you and us, the Solutions and all non-public information, data, content and other materials (technical, business and otherwise) related to any Solution (and the use of or access to it), including Submissions of other Solution users and any reports generated by using any Solution, are our “Confidential Information” and you will not use or disclose to any third party Confidential Information except to the extent necessary to exercise your rights and fulfill your obligations under this Agreement or as required by applicable law. All trade names, trademarks, service marks, logos and designs on any Solution not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks, logos or designs in any manner without our express prior written consent, including in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing in this Agreement and nothing in or available through any Solution should be construed as granting any right to use any trade names, trademarks, service marks, logos or designs without the express prior written consent of the owner.

11. **Third Party Materials; Links.** Certain Solution functionality may make available access to products, services, information, data, content and other materials made available by third parties, including Submissions (“**Third Party Materials**”), or allow for the routing or transmission of Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials. In addition, your installation and other use of Third Party Materials may result in transmission of your information, data, content or other materials outside of our systems, or otherwise result in third-party access to or use of your information, data, content or other materials.

We neither control nor endorse, nor are we responsible for, any Third Party Materials, including their accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety, or any applicable intellectual property rights. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement will be deemed to be a representation or warranty by us with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through any Solution at any time. In addition, the availability of any Third Party Materials through a Solution does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider.

**YOUR USE OF THIRD PARTY MATERIALS IS AT YOUR OWN RISK AND IS SUBJECT TO ANY ADDITIONAL TERMS, CONDITIONS AND POLICIES APPLICABLE TO SUCH THIRD PARTY MATERIALS (SUCH AS TERMS OF SERVICE OR PRIVACY POLICIES OF THE PROVIDERS OF SUCH THIRD PARTY MATERIALS).**

12. **Open Source.** The Solutions may include open source components, which are licensed for use and distribution by us under applicable open source licenses. Use of these open source components is governed by and subject to the terms and conditions of the applicable open source license.

13. **DISCLAIMER OF WARRANTIES.** The Solutions (including any information and materials made available to you in connection with using any Solution) are not for any third party’s use or benefit and are not intended to be relied upon by you or any third party, including to operate or promote your business, secure financing or capital in any form, sell or underwrite securities, obtain any regulatory or governmental approvals, or otherwise be used in connection with procuring services or other benefits from any entity. **TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE SOLUTIONS AND ANY PRODUCTS, SERVICES AND THIRD PARTY MATERIALS ARE MADE AVAILABLE TO YOU ON AN “AS IS,” “WHERE IS” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SOLUTION AND ANY PRODUCTS, SERVICES AND THIRD PARTY MATERIALS, INCLUDING THE WARRANTIES OF**

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH US AND OUR BENEFICIARIES, AND ITS AND THEIR RESPECTIVE PARTNERS, PRINCIPALS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "AFFILIATED ENTITIES"), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

While we try to maintain the timeliness, integrity and security of the Solutions, we do not guarantee that any Solution is or will remain updated, complete, accurate, correct or secure, or that access to any Solution will be uninterrupted. The Solutions may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Solutions. If you become aware of any such alteration, contact us with a description of such alteration and its location.

14. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE ANY SOLUTION OR FROM ANY PRODUCTS, SERVICES OR THIRD PARTY MATERIALS, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH ANY SOLUTION OR ANY PRODUCTS, SERVICES OR THIRD PARTY MATERIALS IS TO STOP USING THE APPLICABLE SOLUTION; AND (D) THE MAXIMUM AGGREGATE LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL BE THE GREATER OF ONE HUNDRED DOLLARS (\$100) AND THE TOTAL AMOUNT, IF ANY, PAID BY YOU TO US TO USE THE APPLICABLE SOLUTION TO WHICH THE CLAIM RELATES IN THE TWELVE (12) MONTHS PRECEDING THE DATE WHEN SUCH CLAIM AROSE. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH US AND THE AFFILIATED ENTITIES, AND ITS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

15. Indemnity. To the fullest extent permitted under applicable law, you will defend, indemnify and hold harmless us and each of our Affiliated Entities, and its and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the Solutions (including all Submissions); and (b) any violation or alleged violation of this Agreement by you.

16. Termination. This TOS and all Solution Terms will continue until terminated. We may immediately terminate this TOS or any Solution Terms without penalty or liability: (a) if continuing to perform under this TOS or such Solution Terms could, in our sole and absolute judgment, result in our noncompliance with any applicable law, rule or regulation, or any regulatory guidance, professional standard, or self-regulatory rule or policy, in each case as in effect from time to time; or (b) upon the occurrence of an event that, in our sole and absolute judgment, causes or would be likely to cause us or any Other affiliates not to be "independent" as required by any law, rule, regulation or professional standard relating to independence. We may terminate or suspend your use of any Solution, any portion of any Solution, or all Solutions at any time and without prior notice, for any reason, including if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement. Immediately upon any such termination or suspension (or any termination of this TOS or the applicable Solution Terms), your right to use the applicable Solution(s) or portion of such Solution(s) will permanently or temporarily cease (as applicable), and we may, without liability to you or any third party, deactivate or delete your user name, password and account, and all associated information, data, content or other materials, without any obligation to provide any further access to such materials. If we terminate this TOS, then all Solution

Terms and your rights with respect to all Solutions will automatically terminate. Sections 2 through 8 and 10 through 24 of this TOS will survive any termination of this TOS.

17. **Governing Law; Arbitration.** Except where prohibited by applicable law (which may include the province of Québec), these TOS and any action related thereto will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The parties will initiate any lawsuits in connection with these Terms of Use in Toronto, Ontario, Canada, and irrevocably attorn to the exclusive personal jurisdiction and venue of the courts sitting therein. The U.N. Convention on Contracts for the International Sale of Goods will not apply to these Terms of Use. This choice of jurisdiction does not prevent us from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction. Any controversy, dispute, disagreement, or claim arising out of, relating to or in connection with this Agreement or any breach thereof, including any question regarding its existence, validity, or termination, shall be finally and conclusively resolved by arbitration under the Rules of the ADR Institute of Canada. The following provisions shall govern any arbitration hereunder: The legal seat of arbitration shall be Toronto, Ontario, Canada; there shall be three arbitrators; the Parties agree that one arbitrator shall be appointed by each Party within twenty (20) days of receipt by the respondent of the request for arbitration or in default thereof appointed by the ADR Institute of Canada (“**ADRIC**”) in accordance with its ADRIC Arbitration Rules, and the third, presiding, arbitrator shall be appointed by agreement of the two Party-appointed arbitrators within fourteen (14) days of the appointment of the second arbitrator or in default of such agreement, by the ADRIC; the Parties shall each bear their own legal costs and expenses of the arbitration; any decision of two of the three arbitrators shall be final and binding on the Parties and there shall be no right to appeal such decision, whether on a question of law, a question of fact, or a mixed question of fact and law; and the arbitration procedures, hearings, documents and award shall remain strictly confidential between the parties.

You acknowledge and agree that any demand for arbitration must be issued within one (1) year from the date that you became aware or should reasonably have become aware of the facts that give rise to our alleged liability and in any event no later than two (2) years after the cause of action accrued.

18. **Information or Complaints.** If you have a question or complaint regarding any Solution, please contact us at [heatingrebate@gov.ab.ca](mailto:heatingrebate@gov.ab.ca). Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us.

19. **Export Laws.** Except as authorized by applicable law, you agree not to export, re-export or transfer the Solutions or any part thereof to any country, person, entity or end-user subject to applicable export controls or sanctions. For greater certainty, you are responsible for complying with all applicable trade restrictions, regulations and laws both foreign and domestic.

20. **Miscellaneous.** This Agreement does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement will be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and us relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and us relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting on or through a Solution or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form will be

admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. We will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.